City of Palm Coast
Agenda

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

City Council Business Meeting

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

Tuesday, October 20, 2026	**9:00 AM**	**City Hall - Jon Netts Community Wing**

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

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

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

A. CALL TO ORDER

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

C. ROLL CALL

D. PROCLAMATIONS

1. PROCLAMATION - OCTOBER 19-23, 2026, AS NATIONAL MEDICAL ASSISTANTS RECOGNITION WEEK

2. PROCLAMATION - OCTOBER 2026 AS NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH

3. PROCLAMATION - NOVEMBER 25, 2026, AS FLAGLER COUNTY ROTARY CLUB 45TH YEAR ANNIVERSARY

E. PUBLIC PARTICIPATION

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

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

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

F. APPROVAL OF MINUTES

1. MINUTES OF THE CITY COUNCIL: OCTOBER 6, 2026 BUSINESS MEETING, OCTOBER 13, 2026 WORKSHOP MEETING

G. CONSENT

1. RESOLUTION 2026-XX AUTHORIZING THE ROTARY CLUB OF FLAGLER COUNTY TO USE DESIGNATED UTILITY POLES ALONG PALM COAST PARKWAY FOR TEMPORARY BANNERS RECOGNIZING ROTARY FOUNDATION MONTH

2. RESOLUTION 2026-XX APPROVING AN AGREEMENT WITH THE FLAGLER COUNTY CULTURAL COUNCIL FOR THE ADMINISTRATION OF THE CULTURAL ART GRANT PROGRAM

3. RESOLUTION 2026-XX APPROVING THE CULTURAL ART GRANTS FOR FISCAL YEAR 2026-2027

4. RESOLUTION 2026-XX APPROVING A MASTER SERVICES AGREEMENT WITH THE PALM COAST HISTORICAL SOCIETY AND MUSEUM, INC.

5. RESOLUTION 2026-XX APPROVING PIGGYBACKING THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT WITH T-MOBILE FOR CELLULAR SERVICES AND EQUIPMENT

6. RESOLUTION 2026-XX APPROVING MULTIPLE MASTER SERVICES AGREEMENTS FOR CITYWIDE SURVEYING AND MAPPING SERVICES

7. RESOLUTION 2026-XX APPROVING MASTER PRICE AGREEMENTS WITH FLAGLER POWER EQUIPMENT AND FLEET KLEEN, INC., (DBA ST. JOHNS SALES & SERVICE) FOR MOWER PARTS AND HANDHELD OUTDOOR EQUIPMENT

8. RESOLUTION 2026-XX APPROVING AN INTERLOCAL AGREEMENT FOR COLD WEATHER SHELTER SERVICES

9. **RESOLUTION 2026-XX APPROVING CITY ARCHITECT-LANDSCAPE DESIGN REVIEW MASTER SERVICES AGREEMENTS**

10. **RESOLUTION 2026-XX APPROVING A HAZARD MITIGATION GRANT PROGRAM PEP PANEL REPLACEMENTS CONTRACT AGREEMENT**

11. **RESOLUTION 2026-XX APPROVING A FDEM HAZARD MITIGATION GRANT AGREEMENT H1398 FOR CITYWIDE WASTEWATER MANHOLE COVER RETROFITS**

12. **RESOLUTION 2026-XX APPROVING PIGGYBACKING THE CITY OF ORLANDO CONTRACT IFB23-0211 WITH US SUBMERGENT TECHNOLOGIES, LLC FOR STRUCTURAL CLEANING SERVICES AT WASTEWATER TREATMENT FACILITY NO. 1**

13. **RESOLUTION 2026-XX APPROVING THE PIGGYBACKING OF VOLUSIA COUNTY CONTRACT NO. 26-B-42LS WITH STALINE WATERWORKS, INC., FOR PVC AND BRASS MATERIALS FOR WATER AND SEWER OPERATIONS**

14. **RESOLUTION 2026-XX APPROVING THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM PROJECT AGREEMENT (FL-PC-26-40) FOR THE DESIGN OF ST. JOE WATERWAY TRAIL PHASE I**

RECESS CITY COUNCIL AND CONVENE THE SR 100 CORRIDOR CRA BOARD

1. **RESOLUTION 2026-XX AUTHORIZING A TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026 BANK LOAN FROM WELLS FARGO BANK NOT TO EXCEED $11,000,000 FOR THE PURPOSE OF ACQUIRING CERTAIN REAL PROPERTY LOCATED WITHIN THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA**

2. **RESOLUTION 2026-XX APPROVING THE ALLOCATION AND EXPENDITURE OF COMMUNITY REDEVELOPMENT TRUST FUNDS IN THE TOTAL AMOUNT OF $3,000,000.00 TO ASSIST IN THE CONSTRUCTION OF A YMCA RECREATIONAL FACILITY AT 1580 CENTRAL AVENUE**

3. **SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY RESOLUTION 2026-XX APPROVING EXPENSES FOR SERVICES TO PREPARE A COMPREHENSIVE MASTER PLAN FOR THE PALM COAST CULTURAL ARTS SITE**

ADJOURN THE SR 100 CORRIDOR CRA BOARD AND RECONVENE CITY COUNCIL

H. RESOLUTIONS

1. **RESOLUTION 2026-XX AUTHORIZING A TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026 BANK LOAN FROM WELLS FARGO BANK NOT TO EXCEED $11,000,000 FOR THE PURPOSE OF ACQUIRING CERTAIN REAL PROPERTY LOCATED WITHIN THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA**

2. **RESOLUTION 2026-XX APPROVING A LEASE AGREEMENT WITH THE VOLUSIA-FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION ("YMCA") FOR PROPERTY LOCATED AT 1580 CENTRAL AVENUE**

3. **RESOLUTION 2026-XX AMENDING POLICY RELATING TO THE STATE HOUSING INITIATIVE PARTNERSHIP PROGRAM LOCAL HOUSING ASSISTANCE PLAN PURCHASE ASSISTANCE PROGRAM FOR AFFORDABLE RENTAL DEVELOPMENT AND FIRST TIME HOMEBUYERS' DOWN PAYMENT ASSISTANCE**

4. **RESOLUTION 2026-XX AMENDING THE PARKS & RECREATION FEE STRUCTURE**

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

I. ORDINANCES SECOND READ

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

2. **ORDINANCE 2026-XX RED MILL POINTE MPD - APPLICATION # 6212**

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

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

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

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

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

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

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

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

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

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

1. **REPORTING OF EMERGENCY AND SOLE SOURCE FOR SEPTEMBER 2026**

N. ADJOURNMENT

1. **AGENDA WORKSHEET AND CALENDAR**

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** D.1

Department CITY ADMINISTRATION **Division**	**Amount** **Org/Account #**

Subject: PROCLAMATION - OCTOBER 19-23, 2026, AS NATIONAL MEDICAL ASSISTANTS RECOGNITION WEEK

Presenter: **Mayor and City Council**

Attachments:

1. Proclamation

Background:

The City of Palm Coast would like to proclaim October 19-23, 2026, as National Medical Assistants Recognition Week.

Recommended Action:

PROCLAIM OCTOBER 19-23, 2026, AS NATIONAL MEDICAL ASSISTANTS RECOGNITION WEEK

PROCLAMATION

WHEREAS, medical assistants are highly trained healthcare professionals who serve as vital members of the healthcare team, providing compassionate, quality care and supporting physicians, nurses, and other healthcare providers in medical offices, clinics, hospitals, and other healthcare settings; and

WHEREAS, medical assistants are often the first point of contact for patients and play an essential role in promoting positive patient experiences, improving access to care, and ensuring the efficient delivery of healthcare services; and

WHEREAS, through their knowledge, professionalism, and commitment to excellence, medical assistants help strengthen the health and well-being of individuals, families, and communities throughout Palm Coast and Flagler County and beyond; and

WHEREAS, National Medical Assistants Recognition Week is observed annually to recognize the dedication, compassion, and invaluable contributions of medical assistants across the nation, while encouraging awareness of the important role they play in today's healthcare system; and

WHEREAS, Salus Medical Training, LLC, based in Palm Coast, Florida, is committed to educating and preparing the next generation of skilled medical assistants who will serve our local healthcare community with excellence and professionalism.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and City Council of the City of Palm Coast, Florida that October 19-23, 2026, be declared as:

NATIONAL MEDICAL ASSISTANTS RECOGNITION WEEK

And encourage all residents to recognize and thank medical assistants for their dedication, professionalism, and outstanding service to our community and the healthcare profession.

SIGNED this 20th day of October 2026.

ATTEST: CITY OF PALM COAST, FLORIDA

_____ _____

Kaley Cook, City Clerk Michael Norris, Mayor

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** D.2

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

PROCLAMATION

WHEREAS, home should be a place of warmth, unconditional love, tranquility, and security, and for most of us, home and family can indeed be counted among our greatest blessings. Tragically, for many Americans, their home is tarnished by violence and fear; and

WHEREAS, family violence is a crime that transcends race, religion, ethnicity and economic stature with one of its greatest tragedies being its effect on our children; and

WHEREAS, an estimated 4.8 million cases of domestic violence occur each year tragically killing an average of three women every day nationally; and

WHEREAS, the Family Life Center, the only certified domestic violence emergency shelter and rape crisis center in Flagler County, provided over 6,998 hours of services to victims in the past year; and

WHEREAS, each October, the formal recognition of Domestic Violence Awareness Month allows the community to acknowledge and show their support for the victims of this horrific crime; and

WHEREAS, the Family Life Center, the Flagler County Advocates Alliance and the Flagler County Domestic Violence Task Force membership are committed to confront this crisis and are working together to increase public understanding of this problem and mobilize community efforts to end domestic violence in Flagler County.

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

NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH

and urge all citizens of Palm Coast to become a part of the community response to end domestic violence and to send the message that this crime will not be tolerated in our community. As we spread awareness of domestic violence in our community during the month of October, we recognize that it takes an entire community to stand together and make a difference. Together we can break the cycle and impact the lives of future generations.

SIGNED this 20th day of October 2026.

Attest: CITY OF PALM COAST, FLORIDA

_____ _____

Kaley Cook, City Clerk Michael Norris, Mayor

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** D.3

Department CITY ADMINISTRATION **Division**	**Amount** **Org/Account #**
Subject: PROCLAMATION - NOVEMBER 25, 2026, AS FLAGLER COUNTY ROTARY CLUB 45TH YEAR ANNIVERSARY	
Presenter: **Mayor and City Council**	
Attachments: 1. Proclamation	
Background: The City of Palm Coast would like to proclaim November 25, 2026, as Flagler County Rotary Club 45th year anniversary.	
Recommended Action: **PROCLAIM NOVEMBER 25, 2026, AS FLAGLER COUNTY ROTARY CLUB 45TH YEAR ANNIVERSARY**	

PROCLAMATION

WHEREAS, the Rotary Club of Flagler County was chartered on November 25, 1981, in Palm Coast, Florida, and has proudly served the Palm Coast and Flagler County communities for 45 years under Rotary's guiding principle of "Service Above Self"; and

WHEREAS, for four and a half decades, the Rotary Club of Flagler County has brought together community leaders who share ideas, build partnerships, solve problems, and work together to create positive and lasting change; and

WHEREAS, since 2006, the Rotary Club of Flagler County has donated more than $475,000 to support a wide variety of local causes, helping improve lives, empower youth, and strengthen the communities it serves; and

WHEREAS, through volunteerism, charitable giving, leadership, and community partnerships, the Club has made a meaningful difference in the lives of residents throughout Flagler County while also contributing to Rotary's mission of service locally and around the world; and

WHEREAS, the Rotary Club of Flagler County has also created and sustained the Fantasy Lights Festival, a beloved holiday tradition at Central Park in Town Center that features dozens of animated light displays and will celebrate its 21st year in Palm Coast in 2026; and

WHEREAS, the City of Palm Coast recognizes and appreciates the countless hours of service and dedication provided by the members of the Rotary Club of Flagler County and its ongoing commitment to making our community a better place.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Palm Coast, Florida, that November 25, 2026, be officially designated as:

"FLAGLER COUNTY ROTARY 45TH ANNIVERSARY DAY"

in recognition of 45 years of "Service Above Self" and the Rotary Club of Flagler County's lasting contributions to the Palm Coast and Flagler County communities. The City of Palm Coast extends its congratulations and sincere appreciation to the Rotary Club of Flagler County and looks forward to the continued positive impact of Rotary in our community.

SIGNED this 20th day of October 2026.

ATTEST: CITY OF PALM COAST, FLORIDA

_____ _____

Kaley Cook, City Clerk Michael Norris, Mayor

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** F.1

Department CITY CLERK **Division** CITY CLERK	**Amount** **Org/Account #**

Subject: MINUTES OF THE CITY COUNCIL: OCTOBER 6, 2026 BUSINESS MEETING, OCTOBER 13, 2026 WORKSHOP MEETING

Presenter:

Attachments:

1. Minutes (2)

Background:

Recommended Action:

APPROVE MINUTES OF THE CITY COUNCIL: OCTOBER 6, 2026 BUSINESS MEETING, OCTOBER 13, 2026 WORKSHOP MEETING

City of Palm Coast
Minutes

City Council Business Meeting

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

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

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

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

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A. PROCLAMATIONS - 5:30 P.M.

1. PROCLAMATION - OCTOBER 2026 AS DISABILITY EMPLOYMENT AWARENESS MONTH

Mr. McGlothlin and City Council presented the proclamation to members of the Cedar Bridge Foundation, Flagler Schools, and residents.

Ms. Snodgrass, Flagler Schools Transition Specialist, and Virginia Smith, Land Management Administrator and ADA Coordinator, shared thanks and comments.

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

Mr. McGlothlin and City Council presented the proclamation to Palm Coast Fire Department staff.

Chief Berryhill shared thanks and comments, and an invitation to the opening of Fire Station 26.

City Council thanked the Fire Department staff.

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

Mr. McGlothlin and City Council presented the proclamation to members of the Customer Service Department.

Ms. Scheel, Utility Assistant Director Customer/Delivery, shared thanks and comments.

City Council shared thanks to the customer service staff.

4. PROCLAMATION - NOVEMBER 2026 AS SHIRLEY CHISHOLM MONTH

Mr. McGlothlin and City Council presented the proclamation to members of the Democratic Women's Club of Flagler County.

Agnes Lightfoot shared thanks and comments.

Vice Mayor Pontieri thanked the group.

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

Mayor Norris called the meeting to order at 6:04 p.m.

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

D. ROLL CALL

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

E. PUBLIC PARTICIPATION

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Sherry Matthew, Vice President of the Shangri La condominiums, asked for a historical marker for the property and discussed recognition from the Palm Coast Historical Society.

Mark Stancel discussed traffic in the area of Seminole Woods, need for turn lanes, and asked about a new stop light.

Anna Gloria Eisman shared concerns for local health care and discussed incoming businesses to the area.

Kirk Whittington shared compliments for roadway improvements, Tiger Bay Club meeting forum discussion on Amendment 3, and urged residents to vote in the upcoming election.

Jeani Duarte discussed the recent Pink Army event, the need to revisit the budget, transparency regarding water and wastewater capacity, unresolved Charter issues, State amendment 3 and City amendment 3 as separate issues, Council Meeting requirements, and cautioned decisions this evening.

Wendy Chumarchi discussed animal control resources, wanted to know the status, and discussed proof of issues at the Humane Society.

Jeremy Davis discussed affordability of Palm Coast, what makes Palm Coast home, explain what happens when revenues fall below projections, and what is being done to protect residents' ability to live here.

Raymond Speck, resident of Seminole Woods, discussed changes in Palm Coast, conservation areas disappearing, did not understand why contractors don't contribute water and wastewater plants with their projects, and encouraged exhaustive thought to what is being done to the original plan for Palm Coast.

Lisa Sweeters discussed traffic issues in the Seminole Woods area and placement for a skatepark.

Mr. McGlothlin provided direction to Mr. Stancil for traffic related issues and provided an update on animal control.

City Council held discussion on turn lanes, roadway studies, speed studies, project ownership and funding, timeline for roadway studies, incoming developments, property rights, healthcare, the historical designation request, and the after-action review for the Pink Army event.

F. APPROVAL OF MINUTES

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

Motion by Council Member Sullivan and seconded by Council Member Miller to approve the September 15, 2026, and September 23, 2026, Meeting Minutes.

Passed

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

G. CONSENT

1. RESOLUTION 2026-127 APPROVING PIGGYBACKING A SOURCEWELL MINNESOTA CONTRACT WITH NEW LINE SKATEPARKS, INC., FOR SKATEPARK, BIKE PARK, PUMP TRACK, AND BMX TRACK SOLUTIONS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

2. RESOLUTION 2026-128 APPROVING PIGGYBACKING THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) MASTER AGREEMENT #24156 WITH BOULEVARD TIRE CENTER FOR THE PURCHASE OF TIRES, TUBES, AND RELATED SERVICES

3. RESOLUTION 2026-129 APPROVING A MASTER PRICE AGREEMENT WITH ALPHA GENERAL SERVICES, INC., FOR MISCELLANEOUS REPAIR PARTS FOR PEP SYSTEMS ON AN AS-NEEDED BASIS

4. RESOLUTION 2026-130 APPROVING A WORK ORDER WITH MCKIM & CREED, INC., FOR THE CONVERSION OF LIFT STATION AU-5 AND AO-3 FROM EDUCTOR TO SUBMERSIBLE LIFT STATION

Motion by Council Member Gambaro and seconded by Council Member Sullivan to adopt the consent agenda.

Public Comment:
Tony Amaral shared concern for items G1 and G2.

Mr. Cote provided contract details.

Passed

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

H. ORDINANCES FIRST READING

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

Mayor Norris read the title into the record and called for ex parte communication.

The City Clerk swore in individuals testifying on the items.

Jose Papa, Senior Planner, opened the item.

Jay Livingston, on behalf of the applicant, presented the topic to City Council.

City Council held discussion on the following topics: inclusion of ALF, possibility of multifamily, buffer requirements if multifamily were chosen, tract break down, request for buffers specifically to the homes in the Z section, applicant willingness to keep natural vegetative state, concern for stormwater, canal locations, concerns for conversion, comparison chart, passive versus active ratio and ensuring required active amenity, preventing open burning, and width requirements.

Mr. Livingston and Scott Wild, England-Thims and Miller, provided response to Council comments and questions.

Mr. Livingston reiterated the changes to include; eliminating the conversion table, a recommendation to leave Section 7.2 and retitle to intentionally deleted, and to update Exhibit F phasing plan to become Exhibit E.

Mr. Papa presented the topic to City Council.

City Council held discussion on the following topics: landscape requirement concerns and potential language to include in the motion.

Mr. Papa replied to Council comments and questions.

Mayor Norris shared the history of the project and approval in 2004.

Vice Mayor Pontieri motioned the item as amended: to ensure that the Gore Lake Memorial is included in the amenities center, omit the conversion table, 20 ft minimum lot size for town homes, natural state buffer requirements, no open burning, and to clarify multifamily locations. The motion was seconded by Council Member Gambaro.

Mr. Livingston provided the clarification that tract 1 is limited to multifamily and that they will ensure the senior adult housing designation will not include multifamily.

Public Comment:
James Juruso applauded the developer for reductions but still felt like a lot was being crammed into a small space.

Mark Stancel agreed with the 20 ft buffers, stated that utilities are a problem, and supported following the Code.

Kirk Whittington shared his experience, discussed words that are not legally defensible, natural buffers, and administrative standards.

David Prutt, resident of the Z section, discussed drainage issues, length of time this project has been in progress, agreement language, concern for emergency ingress and egress, and felt that traffic signals were warranted.

Jeremy Davis thanked Vice Mayor Pontieri and Council Member Miller, proposal that reduced density, remaining concern for drainage, wanted to include the drainage flow map into the record, and discussed responsible growth.

Carole Stone, Seminole Woods, shared concerns for water flow, lack of mitigation, asked about expanding Belle Terre, and wanted increased buffers.

City Council continued discussion on the following topics: a request for staff to look at the development area and review current flooding, support for mitigating the concerns prior to development starting, current stormwater conditions, swale maintenance map, buffer requirements, ensuring that runoff will not affect neighboring properties, and the canal cleaning schedule.

Vice Mayor Pontieri discussed stormwater system definition and potential language.

Passed

Approved – 4- Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan

Denied – 1- Mayor Michael Norris

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

Mayor Norris read the title into the record.

The City Clerk swore in individuals testifying on the items.

Michael Chiumento, on behalf of the applicant, presented the topic to City Council.

Mayor Norris called for any ex parte communication.

City Council held discussion on the calculation for dwelling unit count scenario and comparisons of changes.

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

City Council continued discussion on the following topics: traffic impacts analysis, housing prices, consideration of rental versus ownership, and square footage.

Motion by Council Member Gambaro and seconded by Council Member Sullivan to approve the Red Mill Pointe Master Planned Development – Application #6212.

Public Comment:
There were none.

Passed

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

3. ORDINANCE 2026-XX A FUTURE LAND USE MAP (FLUM) AMENDMENT FOR 331.1+/- ACRES TO INCREASE THE MAXIMUM NUMBER OF DWELLING UNITS FROM 416 TO 743 AND AMENDING THE RESIDENTIAL AND CONSERVATION AREAS IN THE SUBJECT AREA

Mayor Norris read the title of items 3 and 4 into the record and called for any ex parte communications.

The City Clerk swore in individuals testifying on the items.

Discussion was held on the Planning and Land Development Regulation Board recommendations.

Mr. Papa introduced the item.

Eric Morrisette, applicant, presented the topic to Council.

City Council held discussion on the following topics: sewer connection donation to the city, value of the donation, redlined language regarding wells, and if the land sale is contingent upon project approval.

Mr. Chiumento and Mr. Morrisette replied to Council comments and questions.

Mr. Papa presented the topic to City Council.

City Council held discussion on the following topics: current legal entitlements, threatened Bert Harris claim, historical perspective, impact analysis changes, traffic concerns, County project approvals, concern for concurrency between the City and County, project timeline, skatepark development cost, costs for road development and credits, location not conducive for a skatepark, public benefit, intent of the owners to annex into the City, and Bert Harris appraisal previously provided.

Mr. Cote and Mr. Papa provided a response to Council comments and questions.

Mayor Norris sought consensus for the City's IT Director, City Attorney, and City Manager to identify email correspondence between staff, the developer, and the developer's attorney and send them to the State Special Counsel for public integrity.

Council Member Gambaro asked for the end state of the request.

Mayor Norris replied that the end state is to see if there is anything nefarious that happened.

Mayor Norris received consensus from Council Member Miller and Vice Mayor Pontieri.

Motion by Council Member Gambaro to approve the proposed future land use map amendment. The motion died for lack of a second.

Motion by Vice Mayor Pontieri, and seconded by Council Member Miller, to deny the Future Land Use Map Amendment 331.1+/- acres to increase the maximum number of dwelling units from 416 to 743 and amending the residential and conservation areas in the subject area.

Public Comment:
Mark Stancel spoke of the history of the project and shared concern for traffic and turn lanes.

Carter Ramirez shared support for a skatepark.

Skylar Dole shared support for a skatepark and provided recommendations.

Sue Duffner discussed the history of the item, approvals in the area, traffic concerns, public benefit, and skatepark location.

David Brigaden discussed impacts, increased number of homes and traffic, build to what our code says, and shared concern for insurance and liability for the City.

(No name provided), Seminole Woods, discussed ongoing cost for a skatepark after it is built, feasibility studies, and legal liabilities.

Donna Stancel highlighted the prior public comment on the project and wanted Council to deny the application.

Liz Shanahan agreed with the prior comments, shared the prior history of the item, timing of bringing the item back to City Council, acres that have been clear cut, and flooding concerns.

Kyle Meyers shared support for the Council, support for a comprehensive plan that sets a clear cap, Florida DOT concerns, the skatepark as a bribe, utility as an issue for all residents, concern for MPDs and questionable language, and asked about changes down the road.

Carole Stone discussed the Live Local act, did not agree with an increase in density, flooding on the sidewalks, skatepark, and encouraged the Council to stay strong.

Jeremy Davis supported the motion to deny, discussed the Bert Harris claim, gave credit for attempting to address Council's concerns, the changes not materially reducing the impact of additional homes, drainage, and changes to the character of the area.

Joe Carlizza discussed Sloganeer Trail and items for consideration.

City Council continued discussion on the following topics: land development code obligations, MPD amendments, history of the item, funding a skatepark, infrastructure strains, and LDC basis for the motion to deny.

Council Member Sullivan called the question.

Mayor Norris asked for a rollcall vote.

Passed

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

Mr. Chiumento, on behalf of the applicant, stated that the next item is withdrawn.

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

The item was withdrawn.

5. ORDINANCE 2026-XX HISTORICAL PRESERVATION

Mayor Norris read the title into the record.

Attorney Duffy presented the topic to City Council.

Discussion was held on having one voting member from the Palm Coast Historical Society.

Motion by Council Member Sullivan and seconded by Council Member Miller to approve the Historical Preservation Ordinance.

Public Comment:
There were none.

Passed

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

I. ORDINANCES SECOND READ

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

The item was rescheduled to the October 20, 2026, Business Meeting.

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

The item was rescheduled to the October 20, 2026, Business Meeting.

3. ORDINANCE 2026-XX PROHIBITING DIRECT POTABLE REUSE

The item was rescheduled to the October 20, 2026, Business Meeting.

RECESS CITY COUNCIL AND CONVENE THE SR 100 CORRIDOR CRA BOARD

City Council recessed at 10:49 p.m. and convened the SR 100 Corridor CRA Board.

J. SR 100 CORRIDOR CRA RESOLUTIONS

1 RESOLUTION 2026-131 RECOMMENDATION OF THE STATE ROAD 100 COMMUNITY DEVELOPMENT AREA AGENCY TO UPDATE THE STATE ROAD 100 COMMUNITY REDEVELOPMENT AREA PLAN

Mayor Norris read the title into the record.

Phong Nguyen, Deputy Director of Community Development, and Jose Papa, Senior Planner, presented the topic to Council.

Motion by Vice Mayor Pontieri to extend the meeting to 11:30 p.m. The motion passed.

Motion by Council Member Miller and seconded by Council Member Sullivan to approve the recommendation of the State Road 100 Community Development Area agency to update the State Road 100 Community Redevelopment Area plan.

Public Comment:
There were none.

Vice Mayor Pontieri believed that the background provided is dismissive of the item and asked City Council to reconsider.

Passed

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

Denied – 1- Vice Mayor Theresa Pontieri

ADJOURN THE SR 100 CORRIDOR CRA BOARD AND RECONVENE CITY COUNCIL

The SR 100 Corridor CRA Board adjourned at 10:57 p.m. and the City Council reconvened.

K. RESOLUTIONS

1. RESOLUTION 2026-132 TO UPDATE THE STATE ROAD 100 COMMUNITY REDEVELOPMENT AREA PLAN

Mayor Norris read the title into the record.

Motion by Council Member Gambaro and seconded by Council Member Sullivan to approve to update the State Road 100 Corridor Redevelopment Area Plan.

Public comment:
Tony Amaral asked what the end result is, how this is going to affect the budget, and what the plan is for the land.

Jeremy Davis discussed repayment, asked Council to put the full financial details on the record, and encouraged requiring independent appraisals.

Mayor Norris, Council Member Sullivan, and Attorney Duffy shared details.

Ms. Alves outlined the steps that were presented, that the loan specifics will be on the October 20, 2026, agenda, and reiterated the Council direction that was provided.

City Council held discussion on the appraisal amount and the dismissiveness of the guidance of the City Attorneys and the risk that is being offset by entering the settlement.

Passed

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

Denied – 1- Vice Mayor Theresa Pontieri

2. RESOLUTION 2026-133 APPROVING MASTER PRICE AGREEMENT WITH MERRELL BROTHERS, INC., FOR WASTEWATER RESIDUALS MANAGEMENT SERVICES

Mayor Norris read the title into the record.

Mr. Roche, Utility Director, provided a brief overview of the item.

Motion by Council Member Gambaro and seconded by Council Member Miller to approve the Master Price Agreement with Merrell Brothers, Inc., for Wastewater Residuals Management Services.

Public Comment:

There were none.

Passed

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

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

The item was rescheduled to the October 20, 2026, Business Meeting.

L. PUBLIC COMMENTS

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

Jeremy Davis provided sports updates and support for the Pink Army 5k event.

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

Council Member Miller provided sports updates.

Vice Mayor Pontieri shared thanks for the Pink Army 5K, sought consensus for staff direction to enter an agreement with SMART and to compensate SMART for vet costs, and thanked Chief Berryhill for his time as Interim Deputy City Manager.

Council Member Sullivan looked forward to the upcoming Fire Station ceremony.

Mayor Norris thanked Chief Berryhill and shared about upcoming events.

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

There were none.

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

Mr. McGlothlin shared the resignation of James Hirst, Director of Parks and Recreation, and the promotion of Brittany McDermott to the position.

P. ADJOURNMENT

The meeting was adjourned at 11:12 p.m.

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

City of Palm Coast
Minutes

City Council Workshop Meeting

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

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

Tuesday, October 13, 2026	**9:00 AM**	**City Hall - Jon Netts Community Wing**

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

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

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

A. CALL TO ORDER

Mayor Norris called the meeting to order at 9:01 a.m.

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

C. ROLL CALL

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

D. PUBLIC PARTICIPATION

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

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

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

Any speaker failing to comply, as cautioned, shall be barred from making any additional comments during the meeting and may be removed, as necessary, for the remainder of the meeting.

Members of the public may make comments during the public comment portion of the meeting. Please be advised that public comment will only be permitted during the public comment portions of the agenda at the times indicated by the Chair during the meeting

Mayor Norris provided the rules and procedures of public comment.

Jeremy Davis discussed flooding and drainage.

Jeff Adams asked staff to create a timeline for projects.

Mr. McGlothlin recommended that Mr. Davis and Mr. Adams speak with staff.

Council Member Miller, City Attorney Duffy, and Vice Mayor Pontieri discussed project timelines.

E. PRESENTATIONS

1. PRESENTATION - COMPREHENSIVE COMPENSATION AND BENEFIT SURVEY WITH EVERGREEN SOLUTIONS, LLC

Mayor Norris read the title into the record.

Ashley Fenner, Human Resources Coordinator, Jessica Analetto, Human Resources Generalist, and Mark Holcombe PMP SKRM-SCP, Project Manager Evergreen Solutions, LLC presented the item to Council. Mr. Holcombe appeared virtually.

Topics presented included: Study Goals, Project Phases, Employee Meetings, Current System Findings, Market Results, Initial Recommendations, and next steps.

Ms. Fenner, Ms. Analetto, and Mr. Holcombe provided a response to Council questions.

Vice Mayor Pontieri asked for consensus to have Evergreen look at the fully burdened package for employees. Council provided consensus.

Public comment:
Jeani Duarte thanked Evergreen for the survey, and discussed the city charter and budgets.

Tony Amaral asked about participation in the Florida Retirement System by other municipalities and if this is factored in.

Council continued discussion of the topic.

Further analysis and recommendations will be brought back to Council in 2027.

2. RESOLUTION 2026-XX APPROVING THE CULTURAL ART GRANTS FOR FISCAL YEAR 2026-2027

Mayor Norris introduced the item.

Mayor Norris asked the City Attorney if the City has renewed its contract with FC3. The City Attorney responded that City Council has not yet approved it, but it will be coming forward. Mayor Norris asked if the contract needs to renew before providing funds to the grants. The City Attorney responded yes.

Brittany McDermott, Director of Parks & Recreation, and Julia Truilo, Flagler County Cultural Council Treasurer, presented the item to Council.

Topics presented included: FC3 mission, Board of Directors, Eligibility Criteria, Reaching Out to Applicants, 2026-27 Application Process, Scoring Criteria, and Grant Recommendations.

Ms. McDermott and Ms. Truilo provided a response to Council questions.

Kyle Abreu, fifth grader at Wadsworth Elementary who participated in The Josh Crews Creative Writing Project and whose story was published, read his short story to Council.

Public comment:
Jeani Duarte complimented Kyle, discussed the FC3 budget, asked about a turtle book release, and would like to learn more about the grant recipients.

Tony Amaral discussed the grant program, funding, art in public places, and if the funds collected could be steered towards the FC3 grants.

Madison from FC3 invited Council and the public to the upcoming book launch.

Council provided a response to public comment.

3. PRESENTATION - LEASE AGREEMENT WITH YMCA

Mayor Norris introduced the item.

Kyle Berryhill, Fire Chief, John Walsh, Volusia Flagler YMCA Board Member, and Chris Seilkop, CEO of the Volusia Flagler YMCA, and presented the item to Council.

Topics presented included: funding, facility assets, timeline, usage projections in 3 years, naming opportunities, the resolution, the lease agreement, and next steps.

Chief Berryhill, Mr. Walsh, and Mr. Seilkop provided a response to Council questions.

Council provided direction to: look at mortgage default language, make approval conditional on school board participation, clarify parking lot maintenance, and look at insurance policies.

Public comment:
Jeani Duarte discussed the YMCA, the budget, and potable water.

Dylana Galery asked questions about insurance.

Tony Amaral discussed the YMCA and shared concerns that this is not a one-time fee.

Jeremy Davis discussed Town Center, asked about YMCA Board members and development, and discussed terms of the lease.

Council and the City Attorney provided a response to public comment.

F. PUBLIC COMMENTS

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

Public comment:
Julia Truilo discussed FC3 and funding, and that the turtle book was a private donation and project.

Jeani Duarte discussed revisiting the budget, changes in the City Charter, and itemized budget reports.

Dylana Galery asked for an update on the economic development director and business development director positions.

Jeremy Davis asked Council to look at their own budget.

Mr. McGlothlin and Council provided a response to public comment.

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

Council Member Sullivan discussed the recent golf tournament at the Hammock.

Council Member Miller provided a sports update.

Vice Mayor Pontieri discussed the golf tournament, and asked for consensus from Council to discuss Flagler Humane Society financials.

Council provided consensus and held discussion on the FHS financials.

Mayor Norris shared condolences for the Crombie family at the passing of Mr. Paul Crombie.

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

There were none.

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

There were none.

J. ADJOURNMENT

The meeting was adjourned at 12:21 p.m.

Respectfully submitted by: Alison Palmer, Deputy City Clerk

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** G.1

Department PARKS AND RECREATION **Division** PARKS AND RECREATION	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX AUTHORIZING THE ROTARY CLUB OF FLAGLER COUNTY TO USE DESIGNATED UTILITY POLES ALONG PALM COAST PARKWAY FOR TEMPORARY BANNERS RECOGNIZING ROTARY FOUNDATION MONTH

Presenter: **Brittany McDermott, Director of Parks and Recreation**

Attachments:

1. Resolution
2. Banner Design

Background:

November is recognized by Rotary International as Rotary Foundation Month, providing an opportunity to highlight the work and impact of The Rotary Foundation. The Rotary Foundation is the charitable arm of Rotary International and supports humanitarian, educational, cultural, and community service programs through local Rotary clubs and districts.

The Rotary Club of Flagler County support the community through Foundation-related service initiatives, including food security efforts such as expanding the Care Cupboard food pantry in Bunnell, college and vocational scholarships for local high school students, and youth community programs. One of the Club's most recognized community events is the annual Fantasy Lights, which attracts thousands of residents and visitors to Flagler County throughout December to enjoy holiday light displays, Santa's Village, and family activities. These efforts reflect Rotary's commitment to "Service Above Self."

The Rotary Club of Flagler County is requesting authorization to display temporary banners on the utility poles along Palm Coast Parkway during November to recognize Rotary Foundation Month and promote the Foundation's theme of service and community impact. The proposed banners are intended to increase community awareness of Rotary Foundation Month and recognize Rotary's commitment to "Service Above Self."

The request is consistent with the City's prior consideration of temporary banner displays on utility poles along Palm Coast Parkway to promote community awareness of recognized causes and initiatives.

Recommended Action:
ADOPT RESOLUTION 2026-XX AUTHORIZING THE ROTARY CLUB OF FLAGLER COUNTY TO USE DESIGNATED UTILITY POLES ALONG PALM COAST PARKWAY FOR TEMPORARY BANNERS RECOGNIZING ROTARY FOUNDATION MONTH

RESOLUTION 2026-__
FLAGLER COUNTY ROTARY ANNUAL RECOGNITION OF ROTARY INTERNATIONAL FOUNDATION MONTH

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, RELATING TO FLAGLER COUNTY ROTARY USE OF CITY STREET POLES TO RECOGNIZE ROTARY INTERNATIONAL FOUNDATION MONTH; PROVIDING FOR RESPONSIBILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Rotary Club of Flagler County is a local non-profit created to bring together community leaders to serve others, support youth, address community needs, and make a positive and lasting impact locally and globally; and

WHEREAS, Rotary Club of Flagler County desires to increase recognition of Rotary International Foundation Month within the city. The Rotary Foundation is the charitable arm of Rotary that transforms member contributions into sustainable service projects in our community; and

WHEREAS, Flagler County Rotary is seeking the placement of banners on street poles along Palm Coast Parkway to promote November as Rotary International Foundation Month; and

WHEREAS, the City of Palm Coast owns the street poles located in the median of Palm Coast Parkway between Old Kings Road and Boulder Rock Drive; and

WHEREAS, the City recognizes the impact the Flagler County Rotary has had in this community through service projects such as FPC Interact Club, Bunnell Elementary Early Act Club, and Fantasy Light, which, in the public interest, provide for and accomplish a public purpose.

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

SECTION 1. RESPONSIBILITIES.

(a) The City Council of the City of Palm Coast hereby provides the following direction to the City Manager:

1. The City will allow use of its street poles on Palm Coast Parkway for the hanging of banners provided by the Rotary Club of Flagler County to promote, starting November 2026, "Rotary International Foundation Month" for the next five years, with the option to renew.

2. The City shall be responsible for the installation and removal of the banners.

3. The Rotary Club of Flagler County shall incur all costs associated with the design, production, installation, and removal of the banners.

(b) The City Council of the City of Palm Coast hereby authorizes the City Manager to enter, as needed, into agreements to facilitate the above-referenced promotion.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect or any other section or part of this Resolution.

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

SECTION 4. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any action necessary to implement the action taken in this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” Final Banner Mark-up


Rotary Club of
Flagler County
ROTARY
INTERNATIONAL
®
Celebrating
ROTARY
FOUNDATION
Service Above Self

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** G.2

Department PARKS AND RECREATION **Division** PARKS AND RECREATION	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX APPROVING AN AGREEMENT WITH THE FLAGLER COUNTY CULTURAL COUNCIL FOR THE ADMINISTRATION OF THE CULTURAL ART GRANT PROGRAM

Presenter: **Brittany McDermott, Director of Parks and Recreation**

Attachments:

1. Resolution

Background:

The City of Palm Coast's Cultural Art Grant Program supports arts, cultural, and historical programming within the City to enhance residents' quality of life. In 2024, the City partnered with the Flagler County Cultural Council (FC3) to administer the program.

Staff is requesting City Council's approval of the agreement with FC3 for the continued administration of the Cultural Art Grant Program. The agreement outlines the roles and responsibilities of the City and FC3 and is attached for City Council's consideration.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING AN AGREEMENT WITH THE FLAGLER COUNTY CULTURAL COUNCIL FOR THE ADMINISTRATION OF THE CULTURAL ART GRANT PROGRAM

RESOLUTION 2026-____
FLAGLER COUNTY CULTURAL COUNCIL (FC3)
ADMINISTRATION OF THE CULTURAL ART GRANT PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE AGREEMENT WITH THE FLAGLER COUNTY CULTURAL COUNCIL FOR THE ADMINISTRATION OF THE CULTURAL ARTS GRANT PROGRAM; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT WITH THE FLAGLER COUNTY CULTURAL COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Flagler County Cultural Council ("FC3") has expressed a desire in administering the Cultural Art Grant program for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to have FC3, the designated Local Arts Agency for Flagler County, administer the Cultural Art Grant program; and

WHEREAS, Arts and Culture events/programs funded by the Cultural Art Grant program provide a valuable service to the residents and visitors of Palm Coast.

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

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

SECTION 2. APPROVAL. The City Council of the City of Palm Coast hereby approves the agreement with the Flagler County Cultural Council, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreement between the City of Palm Coast and the Flagler County Cultural Council.

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

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

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____
KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____
MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" – Agreement with Flagler County Cultural Council for the Administration of the Cultural Art Grant Program

AGREEMENT FOR ADMINISTRATION
OF CULTURAL ART GRANT PROGRAM

THIS AGREEMENT FOR ADMINISTRATION OF CULTURAL ART GRANT PROGRAM ("Agreement") is made and entered into this ____day of _____, 2026, ("Effective Date") by and between the CITY OF PALM COAST, a Florida municipal corporation, whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, ("CITY"), and the Flagler County Cultural Council, Inc., a Florida Not for Profit Corporation, whose address is, 120 Airport Rd, STE 3, Palm Coast, FL, 32164, ("FC3").

WITNESSETH:

WHEREAS, CITY desires to provide a wide array of benefits to the citizens of CITY in order to enhance the high quality of life that its residents enjoy and improve the CITY's image as an innovative and historical, artistic, and cultural center; and

WHEREAS, FC3 is a Florida not-for-profit corporation designated by the Flagler County Board of County Commissioners as the countywide Arts Council (a.k.a. Local Arts Agency) for Flagler County pursuant to Section 265.32, Florida Statutes; and

WHEREAS, it is of great value to have a Local Arts Agency that is designated to serve as an umbrella organization to foster arts, history, and culture in Flagler County, which will in turn support CITY's goals of growing as an historical, artistic, and cultural hub in the region; and

WHEREAS, FC3 desires to collaborate with CITY to support history, arts, and culture organizations in Flagler County that host programs and/or events for the citizens of CITY related to history, arts, and culture; and

WHEREAS, the CITY currently runs a Cultural Arts Grant Program ("Grant") whereby the City awards and distributes Grant funding to history, arts, and culture organizations in the CITY; and

WHEREAS, the CITY desires to contract and coordinate with FC3 so that FC3 may assume the responsibility of reviewing Grant proposals and awarding Grant funds so that the CITY itself may focus on other priorities while also supporting and fostering the development of arts, history, and cultural activities in the City; and

WHEREAS, FC3 has the expertise necessary to administer the Grant program, to review Grant proposals, and to award Grant funding; and

WHEREAS, FC3 will oversee the Grant process by creating the Grant proposal application, establishing a proposal review panel, hosting a public meeting to discuss proposals and make a recommendation to the City Council regarding the award of Grant funding, and presenting the award recommendation to CITY's Council; and

WHEREAS, CITY has concluded that the investment of public funds for Cultural Art Grant Program(s) and FC3's administration thereof is in the best interest of the health, safety, and welfare of the citizens of the City of Palm Coast;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and FC3, agree as follows:

1. **TERM.** This Agreement will take effect on the Effective Date, as so above inscribed, and the initial term of this Agreement shall run through September 30, 2027. This Agreement may be renewed by the City with sixty (60) days written notice for two additional one-year terms, subject to the express terms herein, upon the approval of City Council's fiscal budget and dependent upon City Council appropriation of funding of its contribution. Nothing herein may be construed to be or constitute a binding obligation on the City to extend this Agreement. This Agreement may be terminated without cause by either party with ninety (90) days' advance written notice provide by the terminating party to all other parties.

2. ADMINISTRATION OF THE CULTURAL ART GRANT.

A. The CITY and FC3 hereby agree to coordinate and execute the Cultural Art Grant program to award grant funds to Flagler County Non-Profits who host Cultural Art programs and/or events within CITY limits.

B. The City Council shall have the ultimate discretion to determine which, if any, proposals shall be awarded a Cultural Arts Grant. The City Council shall have ultimate decision-making authority to determine the amount of each Grant award and to modify the recommendations made by FC3 as the Council sees fit. The Council reserves the right not to award any Grant funding. Grant funding is contingent upon the annual appropriations of the City Council.

C. The City retains complete control and final decision-making authority over all financial aspects of the Grant program. The City reserves the right to audit FC3, as related to its administration of the Grant program, at any time.

D. CITY and FC3 agree to meet a minimum of once per quarter to discuss the scheduling of public meetings and "The Stage at Town Center," review financial policies, review the administration of the Grant program, and collaborate on the annual presentation of the Cultural Art Grant Program to the City Council for their approval at a public meeting.

E. FC3 shall not award grant funds to itself, nor shall it award any grant funds to the current individuals and/or organizations of the established panel, referenced in Section 3 (A)(ii) of this agreement, who will be approving/denying the applications for that current fiscal year.

F. FC3 shall not utilize Grant funding to re-grant or underwrite other FC3 programs. Grant funds from the CITY's Grant shall not be awarded to FC3 after the Effective Date of this Agreement. Grant funds which have already been awarded to FC3 shall not be affected by this Agreement.

G. CITY has the right to refuse any Grant award for any reason.

H. FC3 will operate within the Florida's Government in the Sunshine Law and follow the requirements of Section 286.011, Florida Statutes.

I. No employee of the City of Palm Coast or Flagler County shall be a voting member of the FC3 Grant Committee.

3. SCOPE OF FC3's SERVICES & DELIVERABLES

A. FC3, the official Arts Council (a.k.a. Local Arts Agency) for Flagler County, is dedicated to enriching the lives of its residents and visitors. The mission of FC3 is to seek and provide resources that promote and support arts and culture in the community. In line with this mission, FC3 will oversee the Cultural Arts Grant program and ensure its success by providing the following services and deliverables:

i. Application and Criteria
FC3 shall develop and maintain the Cultural Art Grant proposal application, including defining the criteria for eligibility and evaluation.

ii. Review of Applications
FC3 will establish an impartial panel of subject matter experts who are tasked with accepting, reviewing, and scoring the applications. The panel will review each application to determine its eligibility for the Cultural Art Grant.

iii. Public Meeting

FC3, in collaboration with CITY, will organize a public meeting before the CITY's governing body, the City Council of the City of Palm Coast. The panel of subject matter experts shall attend such meeting or meetings before the City Council. At the meeting, FC3 will make a recommendation to Council regarding which applications should be awarded Grant funding. Council shall have the ultimate authority to approve or deny the applications for Grant funding.

iv. Reporting
FC3 will prepare a comprehensive presentation for the City Council that summarizes the Grant process and the recommendation for distribution of funds for the current fiscal year's Grant applicants. Additionally, the presentation will showcase some of the events/programs that have been awarded Grants in previous fiscal years and shall describe how the events/programs have impacted the community. FC3 shall present this presentation to the City Council, in conjunction with CITY representatives, at the public meeting where FC3 is seeking Council's approval to fund its recommendations.

4. SCOPE OF CITY's SERVICES & DELIVERABLES

A. CITY, a Florida municipal corporation, is dedicated to prioritizing the needs of its citizens and delivering exceptional service. The CITY's goal with the Cultural Art Grant program is to support local organizations that cultivate creativity, economic vitality, and cultural experiences for the residents of Palm Coast. To ensure its success, CITY will provide the following services and deliverables:

i. Funding
CITY will follow its financial policies and monitor its budget calendar to ensure that Grant funds are secured in a timely manner. Funding for the Cultural Art Grant program is contingent upon and subject to the CITY's annual budget and appropriations.

ii. Agreement
CITY shall develop and maintain the Cultural Art Grant Agreements with approved Grantees. CITY staff will collaborate with FC3 to ensure that the Grant Agreements conform with the proposals outlined in Grant applications and with CITY policies and procedures.

iii. Quarterly Meetings
CITY representatives shall coordinate meetings with FC3 representatives no less than once per quarter to review the CITY's Cultural Art Grant program allocations and financial policies, establish dates for public meetings, coordinate usage of "the Stage of Town Center," and collaborate on the annual presentation to the City Council.

iv. Purchase Orders & Reimbursement Requests
Once FC3's panel has made their recommendation to the City Council and the proposed Grants have either been approved or denied, CITY shall create the purchase orders and receive, review, and process the invoices for the organizations awarded Grant funding for that current fiscal year. CITY representatives shall follow all CITY financial policies, which may include requesting additional documentation from FC3 or the awarded organizations.

5. FINANCIAL RESPONSIBILITIES & RECORDS

A. CITY shall create the Cultural Art Grant Agreements and the purchase orders and shall process the payment of invoices to the organizations that have been awarded Grant funding. FC3 shall provide the CITY with the most current documentation that is required for these processes each fiscal year, upon CITY's request. Documentation includes the Cultural Art Grant application and graded criteria.

B. FC3 shall promptly comply with any written request from the CITY's City Manager or Designee to reasonably inspect any books, documents, papers, and records that pertain to FC3'S management of the Cultural Art Grant for the purpose of the CITY performing an audit, examination, or other review of the program.

C. FC3 agrees that this Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. FC3 acknowledges its legal obligation to comply with §119.0701, Florida Statutes. FC3 shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by CITY in order to perform the Cultural Art Grant Program(s). FC3 shall provide public access to the public records on the same terms and conditions that CITY would provide the records and at a cost that does not exceed the cost allowed by law. FC3 shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. FC3 shall comply with all requirements for retaining public records and shall transfer, at no cost to CITY, all public records in the possession of FC3 upon termination or expiration of this Agreement. FC3 shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to CITY in a format that is compatible with the information technology systems of CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to CITY. Further, FC3 shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from FC3's failure to comply with these requirements.

D. IF FC3 HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FC3'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, CityClerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

6. SITE SPECIFICS AND USE OF THE STAGE AT TOWN CENTER

A. CITY hereby grants FC3 the non-exclusive right to use CITY facility "The Stage at Town Center" as seen in **Exhibit "B"** when the use thereof does not interfere or conflict with any CITY program/events or with the use of The Stage at Town Center by any other organization/entity/person which has received prior CITY approval to use the Stage. CITY use of the Stage shall take precedence to the use of the Stage by any other organization or entity. FC3 shall receive prior written approval from CITY prior to utilizing The Stage at Town Center.

B. The use of "The Stage of Town Center" shall be in accordance with all applicable rules, regulations, laws, and the policies and procedures of the CITY. The CITY reserves the right to disapprove of any and all activities held on CITY maintained property, including the Stage, which might be in conflict with respective administrative policies and procedures of the CITY, with any Local, State or Federal law, or with the interests and welfare of the residents of CITY.

C. FC3 agrees to use due care in its use of "The Stage at Town Center" and agrees to be responsible for damages to the facility occurring during the periods the facility is used by FC3 and arising out of the FC3's use of CITY's facility. Should repairs be necessary to correct damages to the facility, the parties shall consult to any repairs being made except in the case of an emergency where repairs can be made immediately by CITY.

7. INSURANCE. FC3 shall maintain insurance of the types and in the amounts required by the CITY, as described in **Exhibit "C**," which is attached hereto and incorporated herein by this reference._

8. GOOD FAITH. The CITY and FC3 intend and agree that their respective rights, duties, powers, liabilities, and obligations shall be performed, carried out, discharged, and exercised reasonably and in good faith.

9. **COMPLIANCE WITH LAWS.** It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws in the exercise of rights and duties under this Agreement.

10. **CITY PREMISES.** FC3 acknowledges that its employees and agents will behave in an appropriate manner while on City property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement and shall, at all times, conduct themselves in a manner consistent with City policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of FC3'S staff shall conform to City's personnel policies and procedures. It is a material breach of this Agreement for any agent or employee of FC3 to behave in a manner which is inconsistent with appropriate conduct or decorum or to behave in any manner that will disrupt the functioning of the City or constitute any level of threat to the safety, health, and/or well-being of any citizen, invitee, licensee, agent, or employee of the City. FC3 agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee. FC3 acknowledges that the City shall not be responsible for injury (including death) to FC3'S employees, agents, officers, or other personnel, nor shall the City be responsible for damage to FC3'S property, which occurs on the City's property, unless the injury is the result of the City's gross negligence or willful misconduct. At all times while on City's premises, FC3 shall comply with all rules and regulations of City.

11. **ASSIGNMENT.** This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligation to any other party.

12. **ATTORNEYS FEES.** In the event of any action arising under this Agreement, whether or not a lawsuit or other proceeding is filed, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees incurred in any way in connection with the matter, whether incurred before litigation, during litigation, during appeal, or in connection with enforcement of a judgment, including, but not limited to, attorneys' and experts' fees. This shall include fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

13. **CHOICE OF LAW/VENUE.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in Flagler County, Florida.

14. **DEFAULT.** Failure of any party to fulfil the obligations set forth in Sections 3, 4, and/or 7 of this Agreement or in Exhibit C to this Agreement shall constitute default. Each of the parties hereto shall give the other party written notice of any default hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such default. In the event of default by FC3, CITY shall be entitled to any and all legal remedies available under Florida law.

15. **DISCLAIMER OF THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein, and no right or case of action shall accrue upon or by reason hereon, to or for the benefit of any third party not a formal party hereto.

16. **ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between parties relating to the subject matter of this Agreement. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document executed by all parties to this Agreement.

17. **FORCE MAJEURE**. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strike (except involving the Service Provider's labor force); extraordinary breakdown of or damage to City's affiliates' facilities; court injunction or order; federal and/or state law and/or regulation; or order by any other regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force

Majeure remains in effect for sixty (60) days, either party may terminate this Agreement. Monetary damages will not be awarded in the event of Force Majeure.

18. **INDEMNIFICATION**. To the fullest extent permitted by law, FC3 shall indemnify, hold harmless and defend CITY, its agents, servants, and employees, or any of them, from and against all claims, damages, losses, and expenses including, but not limited to, attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of this Agreement, provided that same is caused in whole or part by the error, omission, negligent act, conduct, or misconduct of FC3, its agents, servants, employees, or subcontractors. In accordance with Section 725.06, Florida Statutes, adequate consideration has been provided to FC3 for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged. Nothing herein shall be deemed to affect the rights, privileges, and immunities of CITY as set forth in Section 768.28, Florida Statutes. In claims against any person or entity indemnified under this section by an employee of FC3 or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for FC3 or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts. FC3 shall obtain and provide proof of insurance to secure its obligations set forth herein.

19. **INTERPRETATION**. The CITY and FC3 agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both parties have contributed to the drafting of this Agreement.

20. **NONDISCRIMINATION**. FC3 agrees that it will not discriminate against any employee, or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. FC3, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

21. **NOTICES**. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party's name below, or at such other address as the party shall specify by written notice to the other party delivered in accordance herewith.

FOR CITY:
The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR FC3:
The Chair of the Board
Flagler County Cultural Council
120 Airport Rd, STE 3
Palm Coast, Florida, 32164

22. **SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, the terms of this Agreement are declared severable.

23. **CITY LOGO.** Prior to utilizing the CITY's logo on any marketing, promotional, or other materials, FC3 shall receive written approval from the CITY to use the CITY's logo. FC3 shall seek the CITY's approval by submitting a REQUEST TO USE CITY LOGO FORM, which is attached hereto as **Exhibit "A,"** and incorporated herein by this reference.

[This space left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST	**FLAGLER COUNTY CULTURAL COUNCIL, INC**
By: _____	By: _____
Print: Mike McGlothlin	Print Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

ATTACHMENTS:
Exhibit A: Request to Use CITY Logo Form
Exhibit B: Stage at Town Center Site Map
Exhibit C: Insurance Requirements

EXHIBIT A: REQUEST TO USE CITY LOGO FORM

Acceptance of Terms & Conditions

The City of Palm Coast is pleased to offer you the opportunity to use the Logo in accordance with the terms and conditions of this agreement. The City of Palm Coast hereby grants you a limited, nonexclusive, nontransferable, royalty free license to use and display the Logo in accordance with the terms set forth herein solely for the Requested Use and for a term of two (2) years only, unless earlier terminated by the City of Palm Coast. You agree not to permit any other party to use or display the Logo. Nothing herein by implication or otherwise, will grant to you any rights other than as explicitly set forth herein. You understand and agree that any other use of the Logo whatsoever beyond the Requested Use is strictly prohibited which use constitutes a breach of this Agreement and grounds for termination of your rights.

This license to use the Logo is subject to the following terms and conditions:

1. You agree to use the Logo separately by itself, without any prefix, suffix or modifying words, terms, designs or symbols and agree not to alter the Logo in any manner.

2. You agree the logo shall not be used for political or commercial purposes.

3. You agree not to use any other trade mark, any trade name, product name or any other means of designation, commercial or business identification in association with the Logo so as to create a trademark merged with the Logo.

5. You agree not to use the Logo in any manner that may disparage the City of Palm Coast, its mayor, council members, employees, agents and others acting on its behalf (collectively, the "Related Parties"); that may be in violation of any of the proprietary rights of the City of Palm Coast or the Related parties; or that violates any applicable law, Ordinance, Land Development Code, or regulation.

6. You agree not to use the Logo in any manner that might imply sponsorship, endorsement or any association between you and the City of Palm Coast or the Related Parties. This includes campaign material.

7. You agree not to assist or allow any other person or legal entity to copy the Logo licensed to you or to use the Logo for any purpose whatsoever.

8. You agree at all times to defend, indemnify and hold harmless The City of Palm Coast, the Related Parties, and the successors and assigns of each of the foregoing (collectively, the "Indemnified Parties") from and against, and pay and reimburse the Indemnified Parties for, any liabilities, obligations, losses, damages, costs or expenses (including, but not limited to, interest penalties and reasonable legal fees) incurred in connection with any third party claims, arising out of, resulting from or relating to your use of the Logo, or any representation by you contained herein being untrue or any alleged act or omission by you, others who obtain the Logo licensed to you or copied from that Logo, or your agents in the performance of, or failure to perform, your obligations set forth in this Agreement.

9. You will ensure that your use of the Logo will not be in association with any libelous, defamatory, obscene or unlawful material, any material that might in any manner embarrass the City of Palm Coast or the Related Parties, or otherwise violate or infringe any right of any third party;

10. The City of Palm Coast shall have the right to terminate this agreement at any time on ten (10) day's notice to you whereupon you will immediately cease all use of the Logo and destroy all your copies of the Logo.

11. You agree that the Logo is provided to you on an "as is" basis without representation or warranty whatsoever whether express, implied or by operation of law. You agree to assume all of the risks associated with the Logo and your use thereof, and you further agree that neither the City of Palm Coast nor the Related Parties will be liable for any direct, indirect, incidental, consequential or special loss or damage suffered or incurred by you, even if the City of Palm Coast or any of the Related Parties has been apprised of the likelihood of such loss or damage occurring.

12. This Agreement shall be governed by and construed according to the laws of the State of Florida and the United States of America.

I agree to the above conditions.

_____	_____
Authorized Signature	Company or Organizational Name
_____	_____
Date	Title

EXHIBIT B: THE STAGE AT TOWN CENTER



EXHIBIT C
INSURANCE REQUIREMENTS

1. GENERAL.

1.1. Prior to performance under this Agreement, FC3 shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by FC3 and shall be maintained in force until the Agreement completion date. The insurance provided by FC3 shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of FC3. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by FC3, FC3 shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, FC3 shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. FC3 waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another FC3 shall relieve FC3 of FC3'S full responsibility for performance of any obligation including FC3 indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of FC3 to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve FC3, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. FC3 shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by

companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, FC3 shall, as soon as FC3 has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as FC3 has replaced the unacceptable insurer with an insurer acceptable to CITY, FC3 shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of FC3, FC3 shall, at FC3'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage FC3'S insurance shall cover FC3 for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. FC3 will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both FC3 and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00 Each Occurrence
Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

FC3'S insurance shall cover FC3 for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by FC3 (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, FC3 shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by FC3 shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Liability Combined	$1,000,000.00 Property Damage

Professional Liability: FC3 shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting FC3 against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by FC3.

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026

Agenda Item:
G.3

Department	PARKS AND RECREATION	**Amount**	$85,392.00
Division	PARKS AND RECREATION	**Org/Account #**	10016016-082003

Subject: RESOLUTION 2026-XX APPROVING THE CULTURAL ART GRANTS FOR FISCAL YEAR 2026-2027

Presenter: **Brittany McDermott, Director of Parks and Recreation, and Julia Truilo, Flagler County Cultural Council Treasurer**

Attachments:

1. Presentation
2. Resolution
3. Applications (8), available in the Clerk's office for review

Background:

UPDATED BACKGROUND FROM THE OCTOBER 13, 2026, BUSINESS MEETING:

The City Council received a presentation on the item at the October 13, 2026, Workshop Meeting. There have been no changes made to the item.

ORIGINAL BACKGROUND FROM THE OCTOBER 13, 2026, WORKSHOP MEETING:

Since 2002, the City of Palm Coast has offered the Cultural Art Financial Assistance Matching Grant program to support Flagler County organizations that provide history, arts, and cultural programs and events within city limits. The program enhances the quality of life for residents and visitors and strengthens the City's reputation as an innovative cultural center.

In 2022, the Flagler County Board of County Commissioners designated the Flagler County Cultural Council (FC3) as the countywide Arts Council, also known as a Local Arts Agency. FC3 serves as an umbrella organization supporting and promoting arts, history, and culture throughout Flagler County.

In 2024, the City of Palm Coast partnered with FC3 to administer the Cultural Art Grant program. Through this partnership, FC3 coordinates the application and review process and provides funding recommendations for City Council's consideration.

For Fiscal Year 2026–2027, eight applications were submitted for review. An FC3 committee evaluated each application to ensure it met the program's eligibility criteria. All eight organizations, listed in the attached presentation, have been recommended for funding to support history, arts, and cultural programs and events within Palm Coast.

The grant funding recommendations are attached for City Council's review.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING THE CULTURAL ART GRANTS FOR FISCAL YEAR 2026-2027

RESOLUTION 2026-____
CULTURAL ARTS GRANTS FISCAL YEAR 2026-2027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE ELIGIBILITY LIST FOR THE CULTURAL ARTS GRANTS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AGREEMENTS AND PAYMENTS WITH GRANTEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, historical, cultural, and arts organizations have expressed a desire in receiving grant funding from the City of Palm Coast to support programs and events held within the City; and

WHEREAS, the Flagler County Cultural Council, as the designated Countywide Arts Council, is committed to supporting historical, cultural, and arts organizations throughout Flagler County in partnership with the City of Palm Coast; and

WHEREAS, the Flagler County Cultural Council possesses the expertise and capacity to administer the Cultural Art Grant program effectively; and

WHEREAS, the City Council of the City of Palm Coast recognizes the importance of providing monetary assistance to historical, cultural, and arts organizations that deliver high-quality and innovative programs and events for the benefit of residents and visitors; and

WHEREAS, historical, cultural, and arts organizations contribute to the enrichment and vibrancy of Palm Coast, enhancing the quality of life for the community.

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

SECTION 1. APPROVAL. The City Council of the City of Palm Coast hereby approves the recommendation list for the Cultural Arts Grant, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute agreements and payments between the City of Palm Coast and the Grantees.

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” Cultural Arts Grants Eligibility List

Cultural Art Grant Applications FY27

Organization Name		Funding Request
African-American Cultural Society Inc	$	12,000.00
City Lites Inc	$	7,800.00
City Repertory Theatre Inc	$	11,469.00
Community Chorus of Palm Coast	$	10,080.00
Flagler Auditorium	$	12,000.00
Flagler County Education Foundation	$	11,000.00
Hispanic American Cultural Society	$	9,043.00
Palm Coast Music Festival	$	12,000.00
TOTAL REQUESTED	**$**	**85,392.00**

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** G.4

Department	PARKS AND RECREATION	**Amount**	$10,000.00
Division	PARKS AND RECREATION	**Org/Account #**	10016016-082006

Subject: RESOLUTION 2026-XX APPROVING A MASTER SERVICES AGREEMENT WITH THE PALM COAST HISTORICAL SOCIETY AND MUSEUM, INC.

Presenter: **Brittany McDermott, Director of Parks and Recreation**

Attachments:

1. Resolution
2. Master Service Agreement

Background:

Established in 2000, the Palm Coast Historical Society (PCHS) has served as the sole curator of the City of Palm Coast's history, dedicated to the collection, preservation, and dissemination of Palm Coast's heritage. Their work not only safeguards the City's historical records, but also enriches the quality of life for residents by maintaining a tangible connection to the City's past.

City staff is seeking City Council's approval to enter into a Master Services Agreement with PCHS to ensure the ongoing preservation of information and documentation related to the City's history. Under this agreement, the City will provide financial support as approved through the City's annual budget process, grant the use of Activity Rooms A and B located within James F. Holland Memorial Park, provide future use of the remodeled Fire Station 22, and offer access to additional City facilities for hosting programs and special events. This support will strengthen PCHS's capacity to preserve and celebrate the rich history of Palm Coast for the benefit of the entire community.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING A MASTER SERVICES AGREEMENT WITH THE PALM COAST HISTORICAL SOCIETY AND MUSEUM, INC.

RESOLUTION 2026-___
MASTER SERVICES AGREEMENT WITH
THE PALM COAST HISTORICAL SOCIETY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE MASTER SERVICES AGREEMENT FOR THE HISTORICAL SOCIETY'S CONTINUOUS COLLECTION, PRESERVATION, AND PRESENTATION OF INFORMATION AND DOCUMENTATION OF THE CITY'S HISTORY WITH THE PALM COAST HISTORICAL SOCIETY AND MUSEUM: PROVIDING LEGISLATIVE AND ADMINISTRATIVE FINDINGS; PROVIDING FOR FUTURE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Palm Coast Historical Society and Museum, Inc., desires to provide the collection, preservation, and dissemination of materials related to the City of Palm Coast and its residents for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires for the Palm Coast Historical Society and Museum, Inc., to maintain the collection, preservation, and dissemination of the City's history for the City of Palm Coast.

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

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

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master services agreement with the Palm Coast Historical Society and Museum, Inc., as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Master Services Agreement for changes totaling less than $100,000.00 as long as this amount does not exceed the line-item

limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Services Agreement on behalf of the City for any other changes that may be necessary.

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

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

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” MSA with the Palm Coast Historical Society

AGREEMENT between the City of Palm Coast and the Palm Coast Historical Society; For the Historical Society to operate as the source for information and documentation on the history of the City, and for the use of space at Holland Park in exchange for payment of $10,000.

Fire Station 22 will be renovated by the City of Palm Coast for use as a public space similar to the proposed plans in Appendix A. Following completion of the renovations, the City of Palm Coast shall enter into a new lease for a term of ten (10) years with the Palm Coast Historical Society, granting the right to use a designated portion of the space within Fire Station 22 for its operations, displays, and community programming. Upon issuance of the Final Certificate of Occupancy for the renovation of Fire Station 22, this current lease, dated October 20, 2026, between the parties shall automatically terminate, and the parties shall execute said new ten (10) year lease for the occupation of Fire Station 22.

THIS AGREEMENT is made and entered into this 20th day of October, 2026, by and between the CITY OF PALM COAST, a Florida municipal corporation, whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, hereinafter referred to as "CITY," and the City of Palm Coast Historical Society and Museum, Inc., whose address is 18 Florida Park Drive, Palm Coast, FL 32137, a Florida Non-Profit Corporation, hereinafter referred to as "HISTORICAL SOCIETY" together hereinafter referred to collectively as "Parties." This Agreement shall be for a term of three (3) years, commencing on October 20, 2026, and continuing until September 30, 2029, unless extended by mutual written agreement of both Parties.

WITNESSETH:

WHEREAS, the HISTORICAL SOCIETY operates as the source for information and documentation on the history of City; and

WHEREAS, the HISTORICAL SOCIETY provides services and other public benefits for the citizens of CITY; and

WHEREAS, the HISTORICAL SOCIETY, through the use of real property provided and funds invested by the CITY, will provide those services and other public benefits for the citizens of CITY as set forth herein, and

WHEREAS, the CITY has concluded that the use of real property and the investment of public funds in the HISTORICAL SOCIETY in the amount set forth herein is in the public interest and the City Council of the CITY has concluded that the services and benefits, as set forth herein, are in the public interest and provide for and accomplish a public purpose; and

WHEREAS, the City Council of the CITY has found and determined that the provisions of this Agreement are consistent with all applicable law and implement the provisions of controlling legal authority. NOW, THEREFORE, in consideration of the terms, provisions and covenants contained herein, the Parties hereto do mutually agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties have relied.

SECTION 2. LENGTH OF AGREEMENT. This Agreement shall be effective on October 20, 2026 (Effective Date) and shall continue in effect until September 30, 2029, this Agreement may be renewed by either party with forty-five (45) days written notice for one-year term, subject to the express terms herein, upon the approval of City Council's fiscal budget and dependent upon City Council appropriation of funding of its contribution. Nothing herein may be construed to be or constitute a binding obligation on the City to extend this Agreement.

SECTION 3. PURPOSE. Subject to the terms and conditions hereinafter set forth, HISTORICAL SOCIETY shall provide the services as set forth in Section 5 of this Agreement and the CITY shall provide funding and use of real property as set forth in Section 6 of this Agreement.

SECTION 4. NON-EMPLOYEE. The HISTORICAL SOCIETY is an independent Florida nonprofit corporation and is not an employee, department, agency, instrumentality, partner, joint venture, or representative of the CITY. Nothing in this Agreement delegates to the HISTORICAL SOCIETY a governmental function or authorizes it to bind the CITY.

SECTION 5. SERVICES PROVIDED BY THE HISTORICAL SOCIETY

(A) The HISTORICAL SOCIETY will provide services for the CITY by providing the public and the citizens of the CITY with information regarding the history of the Palm Coast community prior to the CITY's incorporation as well as historical information regarding the CITY after its incorporation, including but not limited to, the preservation of this historical information and documents.

(B) The services that the HISTORICAL SOCIETY shall provide to the CITY under the terms and conditions of this Agreement shall occur or be located within the City Limits of the CITY.

(C) The HISTORICAL SOCIETY shall acknowledge and recognize, in writing and in all marketing materials, the City of Palm Coast for support of their services. Procurement and utilization of the official City logo, name and marketing cannot be used without prior written permission from the City. All materials with this acknowledgement termination and recognition of support must be submitted to the Parks & Recreation Department for record keeping purposes.

(D) The HISTORICAL SOCIETY shall provide historical or related programs and events for the public and citizens of the CITY. Programs and events may include but are not limited to the

Palm Coast Historical Society Speaker Series, Founders Day events, and Constitution Day events. The HISTORICAL SOCIETY may use the Real Property and City facilities, as defined below, for its programs and events, provided the HISTORICAL SOCIETY provides prior written notice to the CITY of its intent of use, and the CITY provides prior written approval of the HISTORICAL SOCIETY's proposed use.

(E) Palm Coast Historical Society will collaborate with the Parks & Recreation Department to attend events to provide outreach material to promote Historical Society programs and services.

SECTION 6. PROVISION OF FUNDS AND USE OF REAL PROPERTY.

(A) In consideration for the services described in Section 5, the CITY shall provide the following:

1. The annual sum of ten thousand dollars ($10,000.00) per fiscal year 2026-2027 and continuing through Fiscal Year 2028-2029 (ending September 30, 2029) for operational expenses.

2. The ten thousand dollars ($10,000.00) payment shall be broken up on a quarterly basis made by the CITY for a payment of Two Thousand Five Hundred Dollars ($2,500.00). The quarterly payment is consideration for the HISTORICAL SOCIETY's performance and is not a cost-reimbursement program. A quarterly report may document use of the funds and performance under this Agreement, but the payment shall not be reduced because reported expenses for a particular quarter are less than $2,500.00. The quarterly payment is not conditioned on an expense ledger, invoices, receipts, or other reimbursement support. Funds not spent in a quarter may be carried forward and used for the authorized operational purposes during the same fiscal year.

3. The use of Activity Rooms A and B within Holland Park, at 18 Florida Park Drive, Palm Coast, Florida 32137 (hereinafter "Real Property") for the term of this Agreement. Such use shall be subject to the CITY's right to access as needed.

4. City Facilities i.e., Community Center, Holland Park pavilions are facilities where programs and special events can be hosted by the HISTORICAL SOCIETY.

5. The CITY will provide basic janitorial services for the Real Property a maximum of two times a week.

6. Upon approval of facility usage with the CITY the HISTORICAL SOCIETY must abide by all CITY policies and procedures for programs and events.

7. The HISTORICAL SOCIETY shall abide by all CITY policies and procedures when utilizing CITY facilities. HISTORICAL SOCIETY agrees to abide by all CITY policies and procedures in its use of the Real Property. The use of CITY facilities and property for HISTORICAL SOCIETY events and programs is conditioned upon the HISTORICAL SOCIETY agreeing to abide by all CITY policies and procedures.

8. On a quarterly basis the Historical Society will submit "Quarterly report" (Exhibit B) with a detailed report on visits, expenses and financial documentation i.e., invoices, or receipts in relation to grant funds. Detailed reports must be submitted no later than September 30th of the current fiscal year.

9. This agreement is subject to and contingent upon the availability and appropriation of funds by the City.

10. The HISTORICAL SOCIETY shall submit its quarterly report no later than thirty (30) days after the end of each quarter. The CITY shall remit the applicable quarterly payment within thirty (30) days after receipt of an adequate report. If the CITY considers a report incomplete, it shall provide written notice of the specific deficiency within ten (10) business days, and the HISTORICAL SOCIETY shall have fifteen (15) business days to supplement it before any payment may be withheld. Except for unspent CITY funds or amounts determined after notice and an opportunity to cure to have been used outside the authorized purposes, the HISTORICAL SOCIETY is not required to refund funds already expended or committed in good faith before a termination or non-appropriation.

11. In lieu of providing copies of visitor sign-in books, the HISTORICAL SOCIETY shall provide aggregate quarterly metrics, including visitor counts and program or event attendance. The HISTORICAL SOCIETY is not required to provide visitor names, contact information, addresses, e-mail addresses, membership information, donor information, or other personally identifying information as part of its routine reporting. This sentence does not restrict disclosure of a particular record if disclosure is required by applicable law.

12. The CITY shall maintain the structural components, environmental, code, accessibility, life-safety, utility, and building systems, and common areas of CITY-owned premises in safe operating condition, except to the extent damage is caused by the HISTORICAL SOCIETY's negligence or willful misconduct. Before occupancy of a new facility, the Parties shall complete a written condition report. The CITY may access the premises on reasonable prior notice during normal operating hours, except in an emergency, and shall not unreasonably interfere with the HISTORICAL SOCIETY's collections or operations. Routine, nonstructural museum operations, including hanging or relocating photographs, signage, display panels, shelving, and audiovisual equipment, are permitted without separate approval if performed safely and in compliance with applicable law. CITY approval of a material nonstructural installation shall not be unreasonably withheld, conditioned, or delayed. CITY policies apply only if provided in writing, reasonable, consistently applied, and not inconsistent with this Agreement; a subsequent policy may not materially increase the HISTORICAL SOCIETY's obligations without a written amendment.

SECTION 7. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

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

1. Keep and maintain all public records required by the CITY to perform the services herein; and

2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time

at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if HISTORICAL SOCIETY does not transfer the records to the CITY; and

4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the HISTORICAL SOCIETY or keep and maintain public records required by the CITY to perform the services herein. If the HISTORICAL SOCIETY transfers all public records to the CITY upon completion of the Agreement, the HISTORICAL SOCIETY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the HISTORICAL SOCIETY keeps and maintains public records upon completion of the Agreement, the HISTORICAL SOCIETY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.

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

(C) IF THE HISTORICAL SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HISTORICAL SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC

RECORDS, ATTN: KALEY COOK, CITY CLERK, AT 386-986-3713, KCOOK@PALMCOASTGOV.COM, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

(D) The HISTORICAL SOCIETY agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 8. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties herein, and no right or case of action shall accrue upon or by reason hereon, to or for the benefit of any third party not a formal party hereto.

SECTION 9. INDEMNIFICATION.

HISTORICAL SOCIETY shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of HISTORICAL SOCIETY, its agents, servants, officers, officials, employees, or subcontractors.

(A) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(B) In claims against any person or entity indemnified under this Section by an employee of the HISTORICAL SOCIETY or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the HISTORICAL SOCIETY or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(C) The execution of this Agreement by the HISTORICAL SOCIETY shall obligate the HISTORICAL SOCIETY to comply with the indemnification provision in this Agreement, however, the HISTORICAL SOCIETY must also comply with the provisions of this Agreement relating to insurance coverages.

SECTION 10. INSURANCE. During the term of this Agreement, including any renewal periods, the HISTORICAL SOCIETY shall be responsible for providing insurance covering the contents and any personal property that the HISTORICAL SOCIETY places or maintains in the Real Property. Further, during the term of this Agreement, including any renewal periods, the HISTORICAL SOCIETY shall obtain, provide and maintain property and general liability coverage for its use of the Real Property and coverage for risks identified in Section 10, Liability in the amount of $1,000,000 per occurrence and
$2,000,000 general aggregate. Said insurance policy shall provide that the CITY is an additional

named insured on the liability coverage and loss payee on the property coverage. The HISTORICAL SOCIETY shall provide a copy of the current insurance policy upon the effective date of this Agreement and thereafter, upon the request of the CITY.

SECTION 11. ASSIGNMENT. This Agreement shall be binding on the Parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligation to any other party.

SECTION 12. DEFAULT.

(A) In the event of default by the HISTORICAL SOCIETY, the CITY shall be entitled to any and all legal remedies available under Florida law.

(B) Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults.

SECTION 13. NOTICES. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party's name below, or at such other address as the party shall specify by written notice to the other party delivered in accordance herewith.

HISTORICAL SOCIETY:

The City of Palm Coast Historical Society and Museum Attn: President 18 Florida Park Drive Palm Coast, FL 32137

CITY:

City of Palm Coast Attn. City Manager 160 Lake Avenue Palm Coast, Florida 32164

SECTION 14. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be affected. To that end, the terms of this Agreement are declared severable.

SECTION 15. TERMINATION. This Agreement may be terminated at any time by either party

upon thirty

(30) days' written notice to the other party. All terms that by their nature should survive the termination or expiration of this Agreement shall survive including, but not limited to, Sections 7, 8, 9, 12,14, 16, 17, 21, 24, 25, and 26. Any monies provided to HISTORICAL CITY, not used in accordance with this Agreement prior to the effective date of termination shall be refunded to the CITY. Upon expiration or termination, the HISTORICAL SOCIETY shall have not less than forty-five (45) days after the effective termination date to inventory, pack, secure, and remove Society Property. During that period, the CITY shall provide the HISTORICAL SOCIETY reasonable access to the premises and shall not lock out, seize, sell, dispose of, encumber, relocate, or permit access to Society Property except with the HISTORICAL SOCIETY's written consent or a final court order. If additional time is reasonably necessary because of the volume or fragility of the collection, weather, an emergency, access restrictions, or the unavailability of suitable replacement space, the CITY shall grant a reasonable extension. If the CITY requires earlier removal because of an emergency, it shall reasonably try to secure alternate storage and supervised access sufficient to protect Historical Society Property.

SECTION 16. APPLICABLE LAW/VENUE. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

SECTION 17. ATTORNEYS FEES. In the event it becomes necessary to institute legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and costs and all reasonable attorneys' fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal, or otherwise.

SECTION 18. EFFECTIVE DATE. This Agreement shall take effect when adopted by CITY and HISTORICAL SOCIETY, and fully executed by their duly authorized representatives.

SECTION 19. NONDISCRIMINATION. The HISTORICAL SOCIETY agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The HISTORICAL SOCIETY, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and all requirements of State law related thereto.

SECTION 20. FURTHER DOCUMENTS. Each of the Parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purpose of this Agreement.

SECTION 21. FAILURE TO ENFORCE NOT WAIVER OF RIGHT. Failure by either Party to enforce any provision contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto.

SECTION 22. FORCE MAJEURE. The CITY's obligations hereunder shall be subject to the concept of force majeure. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, civil disobedience, geologic subsidence, electrical failure, malfunctions, and events of a similar nature, the CITY shall be excused from providing continual utility service until the cause or causes thereof have been remedied.

SECTION 23. HEADINGS/CAPTIONS. Section headings and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, or any provision hereto.

SECTION 24. INTERPRETATION. The CITY and the HISTORICAL SOCIETY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement shall not be construed more strictly against either
party on the basis of being the drafter thereof, and both Parties have contributed to the drafting of this Agreement.

SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each
which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same document.

SECTION 26. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between Parties relating to the subject matter of this Agreement. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the City Council of the CITY and the HISTORICAL SOCIETY and executed by all Parties to this Agreement in a formal Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

CITY OF PALM COAST HISTORICAL SOCIETY AND MUSEUM, INC.

By:_____

Print:_____

Title: _____

Date: _____

CITY OF PALM COAST

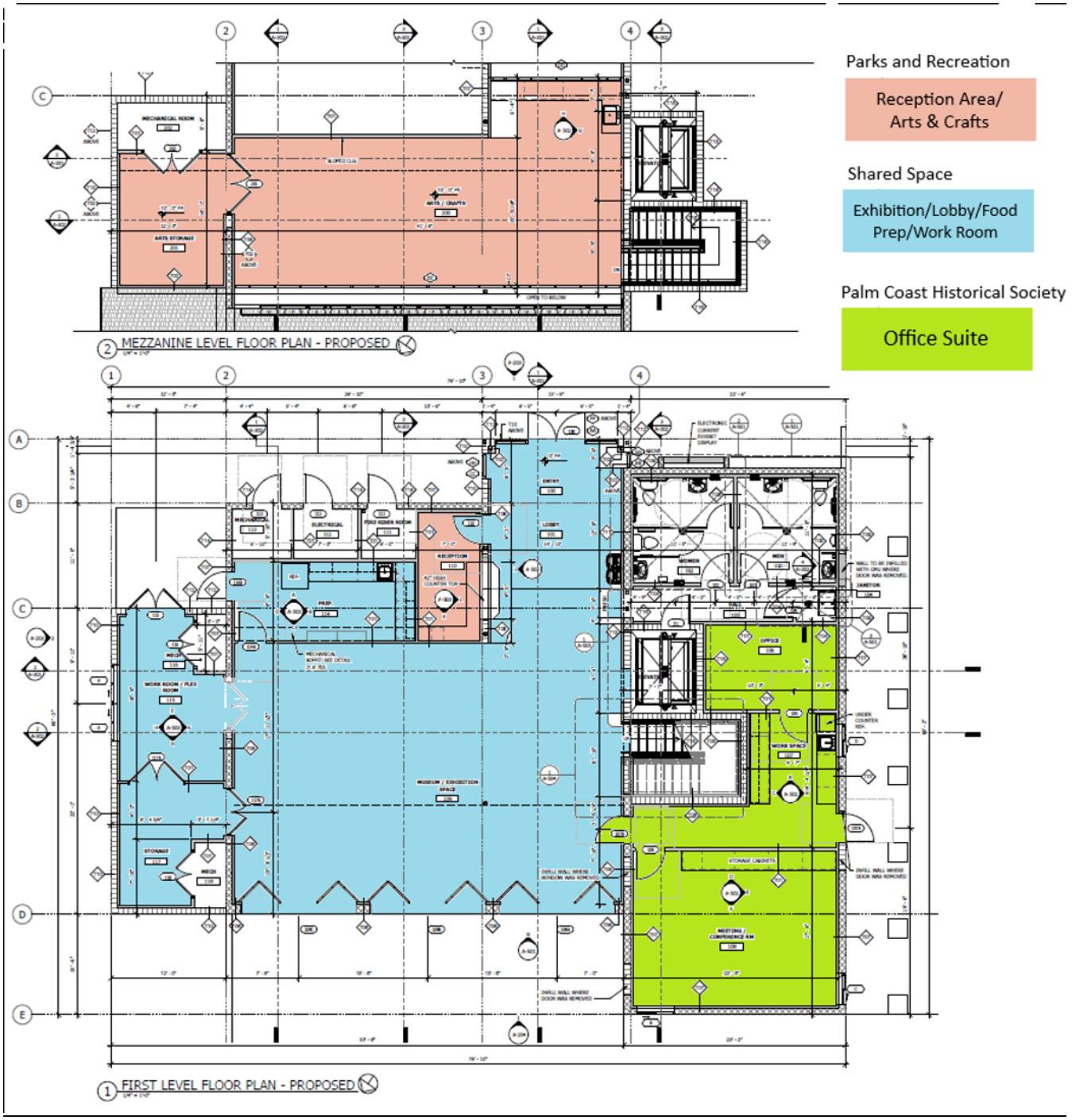
By: _____

Print: _____

Title: _____

Date:

Appendix A


Parks and Recreation
Reception Area/
Arts & Crafts
Shared Space
Exhibition/Lobby/Food
Prep/Work Room
Palm Coast Historical Society
Office Suite
2 MEZZANINE LEVEL FLOOR PLAN - PROPOSED
1 FIRST LEVEL FLOOR PLAN - PROPOSED

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026

Agenda Item:
G.5

Department INFORMATION TECHNOLOGY **Division** INFORMATION TECHNOLOGY	**Amount** **Org/Account #** 65052525-041000, 65052525-052000, 65052525-052040

Subject: RESOLUTION 2026-XX APPROVING PIGGYBACKING THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT WITH T-MOBILE FOR CELLULAR SERVICES AND EQUIPMENT

Presenter: **Doug Akins, Director of Information Technology**

Attachments:

1. Resolution
2. Florida Department of Management Services Contract with T-Mobile
3. Florida Department of Management Services Contract Renewal with T-Mobile

Background:

The City currently maintains more than 250 cellular phones and approximately 250 mobile hotspot/MiFi devices used by departments throughout the organization. These services are currently provided primarily through Verizon and represent a significant recurring operating expense.

Staff recently evaluated the City's existing cellular services and available government pricing to determine whether comparable services could be provided at a lower cost. As part of that review, staff evaluated T-Mobile's pricing available through the State of Florida Department of Management Services Contract No. DMS-19/20-006B (MCS-2). The State contract provides a range of government cellular and mobile internet plans, including unlimited voice and data plans, mobile hotspot services, equipment, and related features.

Based on the City's current number and mix of cellular and mobile internet devices, transitioning these services from Verizon to T-Mobile is expected to reduce annual telecommunications costs by more than $70,000 while providing the same level of service.

In addition to the financial savings, utilizing the State of Florida contract allows the City to take advantage of competitively established government pricing without conducting a separate solicitation for substantially the same services.

This item utilizes a piggyback contract, allowing the City to adopt competitively solicited agreements established by other governmental entities. This method reduces administrative burden, accelerates procurement timelines, and provides access to pre-negotiated pricing, terms, and vendor performance

standards. All piggyback contracts are reviewed by the City Attorney to ensure legal sufficiency and compliance with applicable laws. When the original contract originates from an agency outside the State of Florida, the City incorporates necessary provisions to ensure conformity with Florida law and local procurement requirements. This approach maintains compliance with state purchasing standards while promoting cost efficiency and enabling staff to focus on core service delivery.

Staff is therefore recommending approval to piggyback the State of Florida contract with T-Mobile and transition the City's cellular and mobile internet services to T-Mobile. The transition will be coordinated by Information Technology to minimize disruption to City operations.

Financial Impact

Funding for cellular and mobile internet services is included in the City's approved operating budget. The transition to T-Mobile is expected to result in annual savings exceeding $70,000 compared to the City's current Verizon service costs.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING PIGGYBACKING THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT WITH T-MOBILE FOR SOFTWARE AND SERVICES

RESOLUTION 2026-__
PIGGYBACKING THE FLORIDA DMS CONTRACT
WITH T-MOBILE FOR CELLULAR SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT WITH T-MOBILE FOR THE PURCHASE OF CELLULAR SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast's budget includes costs for cellular-based services including cell phones, MiFis and data plans; and

WHEREAS, T-Mobile desires to provide the above referenced equipment and services to the City of Palm Coast; and

WHEREAS, the City of Palm Coast desires to purchase these equipment and services by piggybacking the existing Florida Department of Management Services contract with T-Mobile.

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

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

SECTION 2. APPROVAL OF PIGGYBACK CONTRACT. The City Council of the City of Palm Coast hereby approves piggybacking the Florida Department of Management Services contract with T-Mobile for cellular services and equipment, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Piggyback Contract Florida Department of Management Services with T-Mobile

Docusign Envelope ID: A6823863-0567-8A04-8068-222DCBF7DF34

city of PALM COAST

Finance Department
Budget & Procurement Office

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

T-MOBILE USA, INC.
Attn: Peter Vargas
12920 SE 38th Street
Bellevue, WA 98006

RE: Engagement Letter Authorizing Piggyback

Mobile Communication Services
Contract Name

DMS-19/20-006B
Contract Reference

Dear Peter,

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

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

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

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

Regards,
Christinne Foschaar
Christinne Foschaar
Procurement Coordinator
cfoschaar@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print: Michael McGlothlin

Title: City Manager

Date: _____

T-MOBILE USA, INC.

DocuSigned by:
By: Peter Vargas
3D82F780D88948D...
(Authorized Signatory)

Print Name: Peter Vargas

Title: Director, Public Sector & Education

Date: 9/14/2026

4843966

DocuSigned by:
Approved by: Thorick Dino
B690B61B18D2433...
T-Mobile USA, Inc. Legal Department

Date: 9/14/2026

Docusign Envelope ID: A6823863-0567-8A04-8068-222DCBF7DF34

ENGAGEMENT LETTER ADDENDUM

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

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

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

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

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

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

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

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

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3. **Scrutinized Companies**

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

4. **Public Records.**

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

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

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

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

9. **Governing Law**

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

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10. **Sovereign Immunity**

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

11. Taxes

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

CITY OF PALM COAST

By: _____

Print: Michael McGlothlin

Title: City Manager

Date: _____

SUPPLIER T-Mobile USA, Inc.

DocuSigned by:
By: Peter Vargas
3D82F780D8894BD...
(Authorized Corporate Officer)

Print Name: Peter Vargas

Title: Director, Public Sector & Education

Date: 9/14/2026

4843966

DocuSigned by:
Approved by: Thorick Dino
B690B618D2433...
T-Mobile USA, Inc. Legal Department
Date: 9/14/2026

CONTRACT EXECUTIVE OVERVIEW

Vendor Name: T-MOBILE USA, INC.

Bid/Contract Ref # CONTRACT NO: DMS-19/20-006B

Agency Name: The State of Florida, Department of Management Services

Contract Type: Piggyback

Contract Value OVER $100K

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

Contract Term End Date 8/3/2031

Renewable Y/N N **If yes # and length of renewals:** N/A

City's Project Manager(s) Doug Akins

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Department of Management Services Agreement for Mobile Communication Services as needed.

Approvals:

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

City Finance _____ **Date:**_____

City Attorney _____ **Date:**_____

City Manager _____ **Date:**_____

Vendor Name and Email <Michaela Clairmonte Michaela.Clairmonte@t-mobile.com>

Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

CONTRACT

FOR

MOBILE COMMUNICATION SERVICES

CONTRACT NO: DMS-19/20-006B

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

T-MOBILE USA, INC.

CONTRACT

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Exhibits:

Attachment A – Definitions and Acronyms
Attachment B – Final Statement of Work:
    Exhibit 1 to Attachment B – T-Mobile Employee Plan
Attachment C – Final Service Level Agreements
Attachment D – Contractor's Pricing, which consists of:
    Exhibit 1 to Attachment D – Vendor's Services and Discounts Pricing
    Exhibit 2 to Attachment D – Vendor's Device List
    Exhibit 3 to Attachment D – Additional Terms for Master Account Wireless Service
Attachment E – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006
Attachment F – ITN DMS-19/20-006
Attachment G – Additional Terms and Conditions

CONTRACT

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and T-Mobile USA, Inc., (Contractor) with offices at 1000 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, each a "Party" and collectively referred to herein as the "Parties." The terms "Party" and "Parties" are defined as provided in this paragraph whether capitalized or not, unless stated otherwise.

The Parties enter into this Contract (Contract) in accordance with Chapters 282 and 287, Florida Statutes (F.S.), and with the negotiated terms and conditions of Invitation to Negotiate, DMS-19/20-006, Mobile Communication Services.

SECTION 1. CONTRACT TERM AND TERMINATION

1.1 Initial Term

The initial term of the Contract will be five (5) years and will begin on the date the Contract is signed by all Parties.

1.2 Renewal

Upon written agreement, the Department and the Contractor may renew the Contract, in whole or in part, for up to five (5) renewal years in accordance with section 287.057(13), F.S., and Rule 60A-1.048, Florida Administrative Code (F.A.C.).

1.3 Suspension of Work and Termination

1.3.1 Suspension of Work

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department may, at its sole discretion, suspend the Contract at any time, when in the best interest of the Department or Customer, as defined in Attachment A, Definitions and Acronyms, to do so. The Department will provide the Contractor written notice outlining the particulars of suspension and the effective date of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the specified activities associated with the Contract. Notwithstanding the foregoing, the suspension of wireless services under the Contract is limited to two (2) ninety (90) day periods (a total of 180 days) per twelve (12) month period. Within ninety (90) days, or any longer period agreed to by the Contractor, the Department will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract for convenience. If the Department fails to provide notice in accordance with this section, suspended lines will be automatically restored to active billing status on the 91st day following each suspension period. Suspension of work will not entitle the Contractor to any additional compensation. However, the Customer will remain responsible to compensate Contractor for services ordered and delivered under the terms of this Contract through the date of termination. For the avoidance of doubt, the Contractor will not be compensated for any suspended services during the time of suspension.

1.3.2 Termination for Convenience

The Contract may be terminated by the Department in whole or in part at any time, when, at the sole discretion of the Department, it is deemed to be in the best interest of the State of Florida to do so. The Department shall provide Contractor thirty (30) days' advanced written notice of such termination. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed, prior to the termination, for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

1.3.3 Termination for Cause

If the performance of the Contractor is not in compliance with the Contract requirements the Department may, at its sole discretion, (a) terminate the Contract pursuant to Rule 60A-1.006, F.A.C, by notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified timeframe, which shall generally not be less than thirty (30) days from such notice, or (b) take other action deemed appropriate by the Department.

1.3.4 Termination Assistance

In case of termination, whether for cause or for convenience, the Contractor will provide prompt and thorough transition assistance and cooperation, including as specified in Subsection 3.24, Transition for Future Iterations of this Service, of the Statement of Work (SOW).

SECTION 2. CONTRACT DOCUMENTS AND HIERACHY

The Contract including any exhibits referred to herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. The Contract consists of the documents listed below, and in the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

1. This Final Contract document;
2. Attachment A – Definitions and Acronyms;
3. Attachment B – Final Statement of Work:
    a. Exhibit 1 to Attachment B – T-Mobile Employee Plan
4. Attachment C – Final Service Level Agreements;
5. Attachment D – Contractor's Pricing, which consists of:
    a. Exhibit 1 – Vendor's Services and Discounts Pricing (i.e., End-User Price List)
    b. Exhibit 2 – Vendor's Device List
    c. Exhibit 3 – Additional Terms for Master Account Wireless Services
6. Attachment E – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006; and
7. Attachment F – ITN DMS-19/20-006.
8. Attachment G – Additional Terms and Conditions

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000, is included herein by reference but is superseded in its entirety by the Contract.

SECTION 3. PAYMENT AND FEES

3.1 Price Adjustments

Pricing may be updated in accordance with SOW Section 1.5, Update Process to End User Price Lists and Vendor's Equipment List.

3.2 Price Decreases

During the term of the Contract (including renewal years), the Department encourages the Contractor to offer price decreases that are in line with increased efficiencies and added infrastructure enhancements. The Department reserves the right to further negotiate reduction in pricing for the renewal years. The following additional price decrease terms apply:

3.2.1 Volume Discounts

Contractor may offer additional discounts for one-time delivery of large single orders.

3.2.2 Competitive Pricing

The Parties agree to review on an annual basis the competitiveness of the prices stated in the Contractor's most recent EUPL for services, features and devices by comparing the combined pricing for all services, features and devices provided under this Contract to the combined pricing charged by Contractor to any similarly situated United States State government customer for a mix of services, features and devices substantially similar in scope and volume to those provided under this Contract, taking into account the particular characteristics of both contracts such as performance standards, pricing terms, and contract terms and conditions. If after review the Parties determine that such similarly situated customer of the Contractor is receiving services, features and devices from the Contractor at a combined price below the pricing on the Contractor's current EUPL, the Contractor shall submit an updated EUPL with revised lower pricing; except that Contractor will have no obligation to amend pricing to the extent that the combined price difference results from services, features and devices provided by third parties, unless and to the extent that Contractor can obtain reduced pricing from such third parties using reasonable efforts. In connection with the review described in this Section 3.2.2, Contractor has no obligation to provide DMS with Contractor's or its subcontractors' or suppliers' trade secrets or confidential information not otherwise required to be provided under this Contract.

3.2.3 Sales Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period provided the Customer meets all qualifications of the promotion. Contractor must submit documentation to the Customer and to the Department identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices.

3.3 Purchase Orders and Communication Service Authorizations

A Customer may use Purchase Orders (POs) issued through MyFloridaMarketPlace (MFMP) or Purchase Orders issued through the Communications Services Authorization and Billing (CSAB) system (known as Communication Service Authorizations (CSAs) to buy commodities or services. The Department may also issue POs or CSAs on behalf of Customers. The Contractor must provide commodities or services pursuant to POs or CSAs. The PO or CSA period of performance survives the expiration of the Contract. All terms and conditions of the Contract will be incorporated into the PO or CSA and will survive the termination of the Contract. The duration of POs or CSAs must not exceed the expiration of the Contract by more than twelve (12) months, unless they have been entered into pursuant to an Extended Pricing Plan, in which case they may not exceed the expiration of the Contract by more than thirty-six (36) months. Extended Pricing Plans are discounted prices offered in exchange for a Customer's commitment to lease commodities or purchase contractual services for an extended time. Requested terms and conditions may be added to the PO, subject to negotiation between the Customer and Contractor.

3.4 Payment Invoicing

Payment will be made in accordance with section 215.422, F.S. The Contractor will be paid upon submittal of an invoice to the Department, or Customer if direct billed, after delivery and acceptance of commodities or contractual services is confirmed and the invoice is accepted by the Customer. The Contractor shall submit invoices for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit, and electronic invoices should include the Contract number and the Contractor's Federal Employer Identification Number. The Department reserves the right to request additional documentation as needed, and Contractor will follow all invoice directives in the SOW and this Contract document.

Contractor shall identify/flag all State agency Customer accounts as "Government Accounts" for which service will not be interrupted due to an outstanding balance, disputed amount owed, or late payments due without prior receipt of a written notice of nonpayment, three (3) contact attempts, and a minimum sixty-one (61) day period after payment due date for State agency Customers to cure a payment default.

3.5 Travel

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and, if authorized, may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation

Pursuant to section 287.0582, F.S., the Department's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department, has instituted MFMP, a statewide eProcurement system. Pursuant to section 287.057(22), F.S., all payments issued by Customers to the Contractor for purchases of commodities or contractual services will be assessed a Transaction Fee as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law, which the Contractor shall pay to the State.

For payments within the State of Florida accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the

Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to subsection (2) of Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State of Florida or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in breach. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

3.8 Taxes

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida or Federal law. The Contractor is authorized to collect government-imposed taxes, surcharges, and fees.

3.9 Return of Funds

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within two (2) billing cycles after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT ADMINISTRATION

4.1 Department's Contract Administrator

The Department's Contract Administrator, whose primary responsibility will be to maintain the Contract file, is as follows:

Caitlen Boles
Departmental Purchasing
Department of Management Services
4050 Esplanade Way, Tallahassee, FL 32399
Telephone: (850) 410-1423
Email: Caitlen.Boles@dms.fl.gov

In the event that the Department changes the Department's Contract Administrator, the Department will notify the Contractor's Contract Manager in writing via email and document such in the Contract file. Such changes do not require a formal written amendment to the Contract.

4.2 Department's Contract Manager

The Department's Contract Manager, who is primarily responsible for enforcing the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Jonathan Rakestraw
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Tallahassee, FL 32399
Telephone: (850) 921-0857
Email: jonathan.rakestraw@dms.fl.gov

In the event that the Department changes the Department's Contract Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.3 Department's Product Manager

The Department's Product Manager, who is primarily responsible for monitoring the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Raghib Quereshi
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Tallahassee, FL 32399
Telephone: (850) 413-0319
Email: raghib.qureshi@dms.fl.gov

In the event that the Department changes the Department's Product Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.4 Contractor's Contract Manager

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be as follows:

Michaela Clairmonte
T-Mobile USA, Inc.
12502 Sunrise Valley Drive, Reston, VA 20191
Telephone: (703) 433-8581
Email: Michaela.Clairmonte@t-mobile.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such a change does not require a formal written amendment to the Contract.

4.5 Contractor's Account Manager

The Contractor's Account Manager, who will serve as a liaison with the Department's Contract Administrator, will be as follows:

Mike Wood
T-Mobile USA, Inc.
5010 Bayou Blvd #109, Pensacola, FL 32503
Telephone: (850) 356-1755
Email: Michael.Wood@t-mobile.com

In the event that the Contractor changes its Account Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such changes do not require a formal written amendment to the Contract.

SECTION 5. CONTRACT MANAGEMENT

5.1 Notices

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, reputable air courier service, email, or personal delivery, or as otherwise identified herein or by the Department.

5.2 Change Request

The Department's Contract Manager may authorize operational changes to services and infrastructure that do not have a pricing impact (non-billable changes) via a written change request to the Contractor. Such authorized operational changes do not require a Contract amendment but will be memorialized in writing and placed in the Contract Managers' files. The Department reserves the right to make the final determination if a change request or Contract amendment is required. Any change that would allow the Contractor to offer less of any deliverable, including commodities, services, technology, or software, requires a Contract amendment. Equipment List and End User Price List updates must be made in accordance with SOW Section 1.5, End User Price Lists (EUPLs) and Vendor's Device List, and do not require an amendment or change request.

5.3 Diversity Reporting

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

5.4 Designated Centralized Nonprofit Agency

Subject to the agency determination and to the extent applicable as provided for in section 413.036, F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE

PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated centralized nonprofit agency and the commodities or contractual services it offers is available at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/(contractType)/4577.

5.5 PRIDE

Subject to the agency determination and to the extent applicable as provided for in sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 6. COMPLIANCE WITH LAWS

6.1 Conduct of Business

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. These may include, but are not limited to, Chapters 282 and 287, F.S., Subtitle 60FF, F.A.C., the Communications Assistance for Law Enforcement Act, the Payment Card Industry DSS, IRS Publication 1045, Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act,, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The Contractor must comply with and must assist the Department and Customers with compliance with Subtitle 60FF, F.A.C., (and Subtitle 60GG, F.A.C., if applicable).

6.2 Dispute Resolution, Governing Law, and Venue

Any dispute concerning performance of the Contract, which is not resolved by mutual agreement of the Parties, will be promptly submitted in writing to the other party in accordance with Contract Section 5.1, Notices. The Parties shall designate individuals with authority to resolve the dispute, which for the Department, will be the Department's Contract Manager, and such individuals shall work diligently and in good faith to resolve the dispute within sixty (60) days. If the dispute cannot be resolved after sixty (60) days, the dispute shall be decided by the Department's Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Department's Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy

is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution.

The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county within the State of Florida chosen by the Department.

6.3 Department of State, Registration

Consistent with Chapters 605 through 623, F.S., the Contractor must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

6.4 Suspended, Convicted, and Discriminatory Vendor Lists

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List during the term of the Contract.

6.5 Scrutinized Companies—Termination by the Department

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Notwithstanding the foregoing, the Parties are aware of the Eleventh Circuit Court's decision *in Odbrecht Constr. v. Sec'y*, Fla. DOT, 715 F.3d 1268 (11th Cir. Fla. 2013), and agree that the provisions of sections 287.135(1)-(5), F.S., pertaining to a company engaged in business operations in Cuba or Syria shall not apply to this Contract unless and until the Eleventh Circuit Court's decision in *Odebrecht Constr. v. Sec'y*, Fla.DOT, 715 F.3d 1268 (11th Cir. Fla. 2013) is overturned.

6.6 Cooperation with Inspector General

Pursuant to section 20.055(5), F.S., Contractor, and its subcontractors, if any, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the

suspension or debarment of the Contractor. Such costs include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

6.7 E-Verify

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the DMS Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

SECTION 7. WORKERS' COMPENSATION, GENERAL LIABILITY INSURANCE, INDEMNIFICATION, AND LIMITATION OF LIABILITY

7.1 Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance in compliance with the statutory requirements of the state(s) of operation, as evidenced by a Certificate of Insurance satisfactory to the Department, for the protection of employees not otherwise protected. The Contractor must require all subcontractors to similarly maintain Workers' Compensation Insurance for all of the latter's employees.

7.2 General Liability Insurance

At all times during the duration of the Contract, the Contractor, at its sole expense, and its subcontractors, if any, shall carry insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. All insurance shall be with insurers authorized to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide the Department with Certificate(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured within thirty (30) days after Contract execution and on the Contract anniversary date each year of the Contract.

Upon receipt of notice from its insurer(s), the Contractor must submit via email, to the Department's Contract Manager, notice of any cancellation of any required insurance that is not replaced at least thirty (30) calendar days prior to cancellation. In the event of cancellation, the Contractor will be responsible for securing a replacement insurance policy in accordance with this section within thirty (30) Business Days after the final date of the cancelled policy.

7.3 Indemnification

The Contractor agrees to indemnify, defend, and hold the Department, Customers, and the State of Florida, its officers, employees, and agents harmless from all third-party fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department.

However, the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, or a Customer, nor shall the foregoing indemnification obligations apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order.

If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department and Customer the right to continue using the product or to modify it, in accordance with the Contract terms and conditions, to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer and Department the right to continue using the product, the Contractor shall remove the product and refund the Customer and Department the amounts paid in excess of a reasonable rental for past use. The Department and Customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Department or State or Customer giving the Contractor: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

7.4 Limitation of Liability

For all claims against the Contractor under any PO, CSA, or contract entered into under this Contract, and regardless of the basis on which the claim is made, the Contractor's liability under such a PO, CSA, or contractfor direct damages shall be limited to the greater of $100,000 or two (2) times the dollar amount of such PO, CSA, or contract.

Unless otherwise specifically enumerated in the Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

The limitations of this section do not apply to the Contractor's obligations under section 7.3. Indemnification, and section 9.5, Other Indemnifications and Credit Monitoring, of the Contract.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY

8.1 Public Records

Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of the Department, as provided in section 119.0701, F.S., the Contractor shall:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

8.2 Protection of Trade Secrets or Confidential Information

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or any other applicable law, or otherwise confidential under

Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for third-party claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

8.3 Document Management and Record Retention

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to the Contract, including those required by Section 6.6, Cooperation with Inspector General. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at:http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

8.4 Intellectual Property

No provision of this Agreement shall be construed as vesting in the Department any control, ownership or rights in any facilities, operations or intellectual property of Contractor.

The Parties agree that this Contract does not contemplate any development work, e.g., of software or any other intellectual property, for or on behalf of Customer that requires additional IP ownership rights to vest in Customer.

In the event the Parties agree that the Contractor will perform custom development work for or on behalf of Customer, which development work warrants the license or assignment of additional IP rights to Customer, the Parties shall enter into a separate agreement setting forth the work to be completed, the fees to be paid, and the rights to be assigned.

SECTION 9. DATA SECURITY REQUIREMENTS

9.1 Duty to Secure State Data

The Contractor will implement and maintain best practices for technical and organizational controls to protect the security of State Data, including, but not limited to, keeping a secure area around any displayed or otherwise visible State Data and such data is stored and secured when not in use. The Contractor will be responsible for ensuring that all Persons it contracts with to maintain, store, or process State Data on its behalf will comply with all data security requirements of this section. The Contractor will also comply with any other applicable State or federal rules and regulations regarding security of information. The

State will remain the owner of all State Data and any other data made available by the State to the Contractor pursuant to this Contract.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services under this Contract from outside of the United States.

Notwithstanding the previous statement, services under this Contract relating to help desk services, system maintenance, and order processing review may be performed outside of the United States. Access to data that is not classified as personal information pursuant to section 501.171, F.S., or data that is not classified as confidential or exempt pursuant to any other Florida or federal law is allowed from outside the United States under this Contract, provided that the access is provided in compliance with Chapter 60GG-2, F.A.C.

Except as provided above, the Contractor will not allow, through its action or inaction, any State Data to be sent by any medium, transmitted, or to be Accessed outside of the United States. The Contractor will not store any State Data outside of the United States.

The Contractor shall comply with section 501.171, F.S. The Parties agree that the Contractor shall provide the notifications required by sections 501.171(3) and (4), F.S. on behalf of the Department, in accordance with section 501.171(6)(b), F.S.

9.2 State Data Access

The Contractor shall retain a list of all Persons, as defined in Attachment E – Definitions and Acronyms, with Access to State Data, including a statement confirming that each Person has passed the background screening required herein. This statement shall not include the substance of the screening results, only that the Person has passed the screening.

The Contractor shall follow and maintain its written security policy. The security policy or a high-level summary of the security policy subject to DMS acceptance is subject to disclosure within thirty-six (36) hours upon written demand by the Department or its designated agents or auditors and are subject to audit and screening. The security policy may be substituted with a high-level summary of the security policy. The high-level summary of the security policy is subject to DMS acceptance.

The Contractor shall document and record, with respect to each instance of Access to State Data:

1. To the extent known, the identity of all individual(s) who Accessed State Data in any way, whether those individuals are authorized Persons or not;
2. The duration of the individual(s)' Access, including the time and date at which the Access began and ended;
3. The identity, form, and extent of State Data Accessed, including, but not limited to, whether the individual Accessed partial or redacted versions of State Data, read-only versions of State Data, or editable versions of State Data; and
4. The nature of the Access, including whether the State Data was edited or shared with any other individual or entity during the duration of the Access, and, if so, the identity of the individual or entity.

The damages that would result from the Contractor's failure to compile, retain, and provide access to the written policy (or the aforementioned high-level summary) and information

required in this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The Contractor therefore agrees to credit the Department the sum of $5,000 for each breach of this subsection. The parties acknowledge that these credits are liquidated damages, exclusive of any other right to damages, not intended to be a penalty, and solely intended to compensate for unknown and unascertainable damages.

9.3 Violations of Data Security Requirements

A "Security Breach" in this Section 9 means an unauthorized Access of State Data while it is within the Contractor's control. Good faith Access of State Data by a Person, as defined in Attachment E – Definitions and Acronyms, does not constitute a security breach, provided that the information is not used for a purpose unrelated to the furtherance of the Contract or subject to further unauthorized Access. However, unauthorized Access includes incidents where Persons with authorized Access for certain purposes otherwise gain Access for unauthorized purposes.

The Contractor agrees that a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, will entitle the State to a credit commensurate with the Department and Customer's internal staffing and administrative costs associated with managing the Security Breach or violation of Section 9.1, Duty to Secure State Data, as determined by the Department. Such credits will not preclude the State from recovering other damages it may suffer as a result of the Security Breach or violation of Section 9.1, Duty to Secure State Data.

9.4 Notification Requirements

In the event of a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, or a credible allegation of a Security Breach or violation of Section 9.1, Duty to Secure State Data (as determined by the Contractor or the Department), the Contractor must notify the Department's Contract Manager and the affected Customer as expeditiously as practicable in writing or by phone, but in all instances no later than one (1) Business Day of confirmation of Security Breach impacting the Services or credible allegation .

Notification is required regardless of the number of persons or type of State Data affected or potentially affected. The notification must be clear and conspicuous and include a description of the following:

1. The incident in general terms;
2. The type of information, to the extent known or should have been known, that was subject to the violations of Section 9.1, Duty to Secure State Data, or credible allegation of Security Breach;
3. The type and number of entities and individuals who were, or potentially have been, affected by the incident, to the extent known or should have been known; and
4. The actions taken by the Contractor to protect the State Data from further unauthorized Access. However, the description of those actions in the notice may be general so as not to further increase the risk or severity of the Security Breach.

The Contractor must also as expeditiously as practicable, but no later than seventy-two (72) hours from the time of discovery, set up a conference call with the Department's

Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30) minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information about the Security Breach or suspected Security Breach must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all remedial actions of the Contractor.

9.5 Other Indemnifications and Credit Monitoring

The Contractor shall be fully liable for the actions of all Persons, as defined in Attachment E – Definitions and Acronyms, and shall fully defend, indemnify, and hold harmless the Department, Customers, the State of Florida, its officers, directors and employees from any third-party claims, suits, actions, damages, proceedings, and costs of every name and description, including attorney's fees, to the extent arising or resulting from a violation by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, of Section 9, Data Security, and Section 13, Background Screening and Security, resulting in the Security Breach of State Data. The Contractor shall provide credit monitoring services at its own cost for those individuals affected or potentially affected or by a Security Breach caused by the Contractor's negligence or willful misconduct, or violation of this agreement of these sections by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, for a twelve-month period of time following the Security Breach.

SECTION 10. GRATUITIES AND LOBBYING

10.1 Gratuities

The Contractor will not, in connection with the Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying

Funds provided under this Contract shall not be used to violate the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING

11.1 Performance Standards

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof as it relates to orders provided under this Contract. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiencies and Service Level Agreements

Service Level Agreements (SLAs) dictate the levels of service delivery for individual services. The parties acknowledge that these SLAs contain financial consequences, as required by section 287.058, F.S., are exclusive of any other right to damages, and are not intended to be a penalty. The Contractor therefore agrees to credit the Department consistently with the Contract, including as set forth in Attachment C - Service Level Agreements. Financial consequences that are due to a Customer after the completion of service, or exceed any payment due to the Contractor, shall be submitted by check rather than as a credit.

One, multiple, or recurring violations of a SLA may be considered a breach of the Contract and may result in a suspension or cancellation of PO(s) or CSA(s) pursuant to Section 1.3.3 of the Contract. The Department reserves the right to determine when violation(s) of SLAs constitute a breach of the Contract or will result in a suspension or cancellation of PO(s) or CSA(s). The Department's determination of a breach of the Contract or suspension or cancellation of PO(s) or CSA(s) will depend on the number and severity of the SLA violation(s), disruption to service, Contractor's response, and other factors.

In addition to the processes set forth in the Contract (e.g., SLAs), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor in writing. The correction must be made within a timeframe specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount and may suspend or cancel PO(s) or CSA(s) or may suspend work or terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies and the Department may suspend or cancel PO(s) or CSA(s) or may terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination.

11.3 Timely Performance

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) business days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) business days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants the same level of preferential treatment that it would grant to similarly situated government Customers with respect to devices, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS

12.1 Performance or Compliance Audits

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review copies of all the Contractor's and subcontractor's relevant data and records that directly relate to the Contract. The Parties shall agree in writing on the scope of the inquiry, timeframe, location (if an audit is to be conducted), and other terms and conditions before work to satisfy the inquiry is commenced. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, providing services directly under o the Contract, may be inspected by the Department upon fifteen (15) days' written notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents providing services directly under this Contract are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts directly relating to the Contract. The State of Florida's Chief

Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit

Records of costs incurred under terms of the Contract will be maintained in accordance with Subsection 8.3, Document Management and Record Retention. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work related to this Contract, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer, or the Office of the Auditor General.

12.3 Document Inspection

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of Contractor that are directly related to the performance of Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of Contractor which the Department determines are necessary to monitor the performance of Contract or to ensure that the terms of the Contract are being met. Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

SECTION 13. BACKGROUND SCREENING AND SECURITY

All Contractor employees, subcontractors and agents performing work under the Contract must comply with all security and other requirements of the Department or the Customer.

13.1 Background Screening

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will have conducted a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person, hereinafter referred to as "Person" or "Persons," operating under its direction with Access to State Data or who enter either the premises or facilities where State Data is stored or accessible. Contractor is not required to conduct the aforementioned background screening of a Person if that Person does not have Access to State Data and if that Person, whenever on Customer premises or facilities, is escorted by Customer authorized personnel.

The Contractor warrants that all Persons will have passed the background screening described herein before they have Access to State Data or begin performing services under the Contract. The look-back period for such background screenings shall be for a minimum of six (6) years where six (6) years of historical information is available.

The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

1. Social Security Number Trace; and

2. Criminal Records (Federal, State, and County criminal felony and misdemeanor, national criminal database for all states which make such information available).

The Contractor agrees that each Person will be screened as a condition prior to performing services or having Access to State Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor will maintain documentation of the screening in the Person's employment file or applicable Contractor system. The Contractor will abide by all applicable laws, rules, and regulations including, but not limited to, the Fair Credit Reporting Act and/ any equal opportunity laws, rules, regulations, or ordinances.

13.2 Disqualifying Offenses

If at any time it is determined that a Person has a criminal misdemeanor or felony record, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict), within the last six (6) years, where six (6) years of historical information is available, from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with Access to State Data or directly performing services under the Contract. The disqualifying offenses are as follows:

1. Computer related crimes
2. Information technology crimes;
3. Fraudulent practices;
4. False pretenses;
5. Fraud;
6. Credit card crimes;
7. Forgery;
8. Counterfeiting;
9. Violations involving checks or drafts;
10. Misuse of medical or personnel records; and
11. Felony theft.

If the Contractor finds a Disqualifying Offense for a Person within the last six (6) years where six (6) years of historical information is available from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have Access to State Data. The Contractor will consider the following factors only in making the determination: i) nature and gravity of the offense, ii) the amount of time that lapsed since the offense, iii) the rehabilitation efforts of the Person, and iv) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed Access to State Data, then Contractor shall maintain all criminal background screening information and the rationale for such Access in the Person's employment file. The Contractor will promptly notify the Department of any determinations made pursuant to this subsection. The Department reserves the right to require removal of any Persons from performing work on the Contract for any reason.

13.2.1 Refresh Screening

Contractor will ensure that all background screening of key staff will be refreshed every five (5) years from the time initially performed for each Person during the term of the Contract.

13.2.2 Self-Disclosure

The Contractor shall ensure that all key staff have a responsibility to self-report within three (3) calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person Access to any State of Florida premises or from directly performing services under the Contract.

In addition, the Contractor shall ensure that all key staff have a responsibility to self-report to the Contractor within three (3) calendar days, any arrest for any Disqualifying Offense.

13.3 Department's Ability to Audit Screening Compliance and Inspect Locations

The Department reserves the right to audit the Contractor's background screening process upon fifteen (15) days prior written notice to the Contractor during the term of the Contract. The parties shall agree in writing on the scope of the inquiry, timeframe, location (if an audit is to be conducted), and other terms and conditions before work to satisfy the inquiry is commenced. The Department will have the right to inspect the Contractor's working area, computer systems, and/or locations to ensure that Access to State Data is secure and that the background screening process is in compliance with the Contract and all applicable state and federal rules and regulations.

SECTION 14. COMMUNICATIONS AND CONFIDENTIALITY

14.1 Public Statements

The Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements or publicly disseminate any information which concern the Contract or its subject matter, including, but not limited to:

1. disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract,
2. use any statement attributable to the Department or its employees,
3. mentioning the Contract in a press release or other promotional material, or
4. otherwise linking Contractor's name and either a description of the Contract or the name of the State, the Department or any Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. If provided, the Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

The Contractor will not use the State of Florida seal, name, or logo of the Department or State of Florida, or Contractor's relationship to the Department for any purpose without the prior written consent of the Department.

The Contractor may refer to the Contract as an experience citation with other customers without prior approval.

The Contractor shall have the following obligations with respect to the marketing of this Contract to any Customers:

1. To use its commercially reasonable efforts to further the promotion, advertising, and marketing of services available under this Contract; and
2. To use its commercially reasonable efforts to promote the equitable utilization of this Contract to Other Eligible Users to any other cooperative purchasing contract for similar services.

14.2 Confidential Information

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all applicable state and federal laws, including, but not limited to Chapter 119, F.S., and sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 15. LICENSING

All services shall include all required licenses for Customers to utilize the services at no additional cost to the Customer.

This section does not govern Contractor or third-party software (which includes applications and enhancement software) sold separately, which are not necessary to provide the WDS, WVS, or public safety services under this Contract (as examples device operating software or device firmware).

Any software (which includes applications and enhancement software) licensed separately by the Contractor or its third-party supplier to Customers for use will be governed by the written terms and conditions applicable to such software or application (e.g., End User License Agreements (EULAs)).

When Customers purchase any software (which includes applications and enhancement software) licensed separately, applicable terms and conditions (e.g., EULAs will be provided to Customers and may be provided via URL or click-through at point of sale or upon login to the third-party software application. The Contract will take precedence over any and all EULA's conflicting terms. Any provisions in applicable terms and conditions that require the Department to indemnify the Contractor are inapplicable.

SECTION 16. PERFORMANCE BOND

Within thirty (30) days of Contract execution, Contractor will deliver to the Department's Contract Manager a performance bond in the amount of $500,000 (five hundred thousand). This shall also apply to any renewal years. The bond shall name the Department as the beneficiary and will be used to guarantee satisfactory performance by the Contractor throughout the term of the Contract.

1. The performance bond shall be maintained throughout the term of the Contract. The performance bond must be issued by an acceptable surety company, as determined by the Department, and which surety must be licensed to do business in the State of Florida. The insurer or bonding company shall pay losses suffered by the State of Florida directly to the Department.
2. The Contractor and insurer or bonding company shall provide the Department prior written notice or immediate notice upon knowledge of any attempt to cancel or to make any other material change in the status, coverage, or scope of the performance bond, or of the Contractor's failure to pay bond premiums.
3. The Department shall not be responsible for any premiums or assessments on or in relation to the performance bond.
4. The performance bond is to protect the Department and the State against any loss sustained through failure of the Contractor's performance in accordance with the Contract. No payments shall be made to the Contractor until the performance bond is in place and approved by the Department in writing.
5. Within thirty (30) days of Contract execution, and by Contract execution anniversary each year following, the Contractor shall provide the Department with a surety bond continuation certificate or other acceptable verification that the performance bond is valid and has been renewed for an additional year.
6. The performance bond provided under this section shall be used solely to the extent necessary to satisfy the damage claims made by the State of Florida pursuant to the terms of the Contract. In no event shall the performance bond be construed as a penalty bond.
7. No sooner than two (2) years after Contract execution, if it is in the best interest of the State of Florida, as determined by the Department, the Contractor's performance bond may be reduced for the remainder of the term. This reduction shall require an amendment to the Contract with the agreement of both parties.

SECTION 17. CUSTOMER OF RECORD

The Department is considered the Customer of Record for all services for the purposes of the Federal Communications Commission and Customer Proprietary Network Information.

SECTION 18. SPECIFIC APPROPRIATION

The following is the specific State fund from which the State will make payment under the first year of the Contract:

General Appropriations Act (Florida Law)
2845 SPECIAL CATEGORIES

CENTREX AND SUNCOM PAYMENTS FROM COMMUNICATIONS WORKING CAPITAL TRUST FUND

SECTION 19. MISCELLANEOUS

19.1 Warranty of Contractor's Ability to Perform

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government.

The Contractor shall notify the Department of any regulatory or legal actions filed by any federal, state, or local government entity and any other litigation that is reasonably likely to have a material adverse impact on the Contractor's ability to perform under this Contract within thirty (30) days of the action being filed.

The Contractor must notify the Department of any legal actions filed against it for a breach of a contract that is of similar size and scope to this Contract within thirty (30) days of the action being filed, unless such legal action is withdrawn or dismissed within such thirty (30) day period. Failure to notify the Department of a legal action within thirty (30) days of the action will be grounds for termination for cause of the Contract.

The Contractor shall within five (5) calendar days notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

19.2 Subcontractors, Affiliates, Partners, Teammates, Third-Party Vendors

The Contractor is fully responsible for satisfactory completion of all subcontracted work, including work by affiliates, partners, teammates, and all other third-party vendors, in accordance with the terms and conditions of the Contract.

19.3 Assignment

The Contractor will not sell, assign, or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department, which shall not be unreasonably withheld.

However, the Contractor may assign its right to receive payment under the Contract without the Department's consent upon written notice to the Department, with documentation supplied to the Department as required.

In the event of any permitted assignment, the Contractor remains secondarily liable for performance of the Contract, unless such responsibility is waived by the Department in writing. The Department may assign the Contract with prior written notice to the Contractor.

19.4 Independent Contractor

The Contractor is an independent contractor. The Contractor and its employees, agents, representatives, and subcontractors, affiliates, partners, teammates, and all other third-party vendors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or

conduct of the Contractor or its employees, agents, representatives, or subcontractors, affiliates, partners, teammates, and all other third-party vendors.

19.5 Risk of Loss

Matters of inspection and approval are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity at Contractor's expense, it may be returned within thirty (30) days of receipt, and the risk of loss will remain with the Contractor.

For Contractor-installed in-building infrastructure owned by the Contractor (e.g., bidirectional amplifiers, including antennas and power), Contractor will remove the commodity (except for cabling) from the premises within thirty (30) days, after notification of rejection, removal fees may be applicable, and the risk of loss will remain with the Contractor.

For Contractor-installed in-building infrastructure, commodities not removed by the Contractor within thirty (30) days of receipt of notification will be deemed abandoned by the Contractor, and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities

19.6 Safety Standards

Performance of the Contract for all commodities or contractual services must comply with applicable requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

19.7 Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

19.8 Time is of the Essence

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

19.9 Waiver

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

19.10 Modification and Severability

With the exception of the process described in Section 5.2, Change Requests, this Contract may only be modified by a written agreement signed by the Department and the Contractor.

Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

SO AGREED by the parties' authorized representatives on the dates noted below:

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

J. Todd Inman, Secretary

8/4/2021

Date

T-MOBILE USA, INC.

DocuSigned by:

8F686CC9343743C...

Signature

David Bezzant Vice President

Print Name and Title

7/26/2021

Date

Approved As To Legal Form:

DocuSigned by:

Bret Lawson

T-Mobile USA, Inc. Legal Dept

Date: 7/26/2021

Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

Contract No.: DMS-19/20-006B
Attachment A – Definitions and Acronyms

All personal pronouns used in the Contract, whether used in the masculine, feminine, or gender-neutral, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. The following definitions and acronyms apply to the Contract in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60FF-1, Florida Administrative Code (F.A.C.). In the event of a conflict, the definitions provided in this document will prevail.

Access	When capitalized, this means review, inspect, transmit, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any State Data, regardless of type, form, or nature of storage; Access to a computer system or network includes local and remote access.
Business Days	Monday, Tuesday, Wednesday, Thursday, and Friday, excluding weekends and State paid holidays as set forth in section 110.117, F.S.
Contractor	The Responsive and Responsible Respondent, awarded this Contract pursuant to ITN No. DMS-19/20-006. This definition supersedes the definition in section 287.012(7), F.S.
CPNI	Customer Proprietary Network Information. The definition of CPNI is the Title 47 U.S. Code § 222(h) (2019) definition.
CRR	Cost Recovery Rate. The Department's monthly cost recovery charge applied to Customer invoices.
CSAB	Communications Service Authorization and Billing system. https://portal.suncom.myflorida.com/start/#/login
Customers	The entities that are provided services under this Contract, including State agencies, which are required to use the SUNCOM Network, and other entities authorized to use the SUNCOM Network in accordance with Chapter 282, F.S.
End-user	The individual that utilizes the device that consumes the resources defined by the monthly plan. The End-user's employer is the Customer.
EUPL	End User Price List
HA/HR	Highly-available and Highly-reliable. Systems, services, and implementations designed to eliminate planned downtime and prevent unplanned downtime; methods utilize specific hardware, software, and processes; typically implemented in mission critical services.
IP	Internet Protocol
IPsec	An Internet Engineering Task Force standard. Text from RFC 4301 - IPsec creates a boundary, between unprotected and protected interfaces, for a host or a network. Traffic traversing the boundary is subject to the access controls specified by the user or administrator responsible for the IPsec configuration.

IPsec Tunnel	Tunnels are a design technique utilized by telecommunications service providers to manage traffic. IPsec tunnels are used to create closed user groups to enforce segregation of traffic. IPsec tunnels are a specific type of tunnel which provides security services for IP packets through encryption, authentication, and protection against replay.
MFN	MyFloridaNet
OEU	Other Eligible Users. The entities provided services under this Contract that are not State agencies and are not required to use the SUNCOM Network but are otherwise authorized to use the SUNCOM Network in accordance with Chapter 282, F.S. These include, but are not limited to, political subdivisions of the State, including counties, municipalities, school districts, and water management districts. Also included are, private nonprofit elementary and secondary schools conditioned upon certain requirements, universities, libraries of community colleges, and nonprofit corporations.
Person	When capitalized in Sections 9 and 13 of the Final Contract, this means the Contractor's employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person operating under the Contractor's direction with Access to State Data or who enters either the premises or facilities where State Data is stored or accessible.
Reply	A formal response to ITN No. DMS-19/20-006.
Respondent	An entity that submitted a Reply to ITN No. DMS-19/20-006.
SLA	Service Level Agreement
SLA Clock	Service Level Agreement Clock. The SLA clock refers to how a deliverable will be measured in terms of time for completion as stated in the particular SLA.
SNMP	Simple Network Management Protocol
State	The State of Florida
State Data	All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in its performance under this Contract.
Subcontractor	A third party performing work under the Contract at the direction of the Contractor, including affiliates, partners, teammates, and all other third-party vendors.
VPN Concentrator	Virtual Private Network Concentrator. A device, or collection of devices, built to manage secure connections within or between infrastructures.
VRF	Virtual Routing and Forwarding
WDS	Wireless Data Service
WVS	Wireless Voice Service

T-MOBILE FOR GOVERNMENT

BAFO
State of Florida
ITN NO: DMS-19/20-006

May 14, 2021

REDACTED COPY

Mike Wood
Government Account Executive
850-356-1755
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Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

Best and Final Offer

ATTACHMENT A – STATEMENT OF WORK

FOR

MOBILE COMMUNICATION SERVICES

ITN NO: DMS-19/20-006

INVITATION TO NEGOTIATE

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

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1. Statement of Work Introduction

This Attachment A – Statement of Work (SOW) describes cellular voice and data services, secure access to MyFloridaNet (cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories, and features, collectively referred to herein as Mobile Communication Services (MCS).

All requirements contained in this SOW are Contract requirements. Deliverables and associated financial consequences (hereinafter referred to as "Service Level Agreements" or "SLAs") are specified on Attachment C – Service Level Agreements.

1.1 Mobile Communication Services Portfolio

Mobile Communication Services are described below as well as in the public safety services in Section 4.

1.1.1 Wireless Voice Services (WVS), includes plans and cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices (cellular voice) and to traditional phones on the Public Switched Telephone Network (PSTN). This set of services also provides broadband access for email, internet browsing, texting, and numerous applications.

1.1.2. Wireless Data Services (WDS), includes a similar set of broadband services and devices as WVS but does not provide cellular voice and does not include PSTN voice connectivity. This set of services can provide secure data access into MyFloridaNet (for additional information, see Section 1.4, MyFloridaNet, below).

Both sets of services include broadband data service plans governing the Customer's monthly allotment for broadband access.

1.1.3 Web portals for both WVS and WDS. Customers utilize the DMS Communications Service and Billing system (CSAB) to review all MCS offerings, which are found on the End User Price List (EUPL). Orders are either placed directly via MyFloridaMarketPlace (MFMP), CSAB, or direct with the Contractor. For additional information regarding the EUPL, see Section 5, Business Operations.

1.1.4. Accessories include, but are not limited to, antennas, phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.

1.1.5. Equipment includes, but is not limited to, smartphones, basic phones, air cards, hot spots, tablets, and public safety wearables (within the optional subsection on Public Safety Service Plans and Devices).

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.2 MCS Objectives

In accordance with the Department's objectives for MCS, the Contractor shall provide:

1. Services and devices that keep pace with rapidly evolving technologies and related service plans.
2. A range of rate plans with a wide variety of up-to-date features.
3. Customer support services, including the Contractor's MCS portal and superior staffing, with the best possible customer service.
4. Clearly articulated adoption of standards and designs in this SOW.
5. Complete and timely reporting on services to the Department and Customers.
6. Service strength with as much 4G/4G LTE or better service coverage as possible.
7. Highly-Available, Highly-Reliable (HA/HR) infrastructures.
8. Support for devices and software systems from different manufacturers.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.3 MyFloridaNet

MyFloridaNet (MFN) is the State's Multiprotocol Label Switching data network. MFN allows State agencies and other authorized users to communicate with each other. Information about MFN is available at:
https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/data_services/myfloridanet_2

No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

1.4 End User Price Lists and Vendor's Device List

This subsection applies to both WVS and WDS.

1.4.1 EUPL and Vendor's Device List

The format of the EUPL and Vendor's Device List must be approved by the Department. The Contractor must have one (1) EUPL and one (1) Vendor's Device List that incorporate all offerings.

The Vendor's Device List should include all proposed devices, including, at a minimum, cellular phones, smartphones, tablets, broadband access devices (data-only), cellular mobile broadband devices (support for internet access), devices supporting secure access to MFN, and accessories. Devices may be shown with a variety of packages, with detailed pricing, and descriptions of associated services, devices and/or features. Any services, devices, and/or features provided at no cost should be identified as $0.00. Vendor's Device List may also include Public Safety wearables and other Public Safety wireless enabled devices. All devices shall include an AC charger at no additional cost, however additional or replacement AC chargers may be offered with a cost associated. Contractor's may offer a price discount if a chargeable device is sold without an AC charger included.

For all items listed below, the Vendor's Device List should include: manufacturer and model, vendor's identification number (SKU), vendor's commercially advertised retail price as of the date the EUPL is submitted to the Department, State purchase price, and any promotional pricing, as well as the following device-specific information:

1. Smartphones
    a. Operating system, camera, removable memory (if available), hearing aid compatibility, mode, and other features.
    b. At least one (1) unlocked iPhone and one (1) unlocked Android smartphone.
2. Air Cards, USBs, and hotspots
    a. Mode, compatibility with 4G LTE, compatibility with 5G, compatibility with Apple Operating Systems (iOS, Mac OS), compatibility with Microsoft Operating systems (Windows), external antenna, and other features.
3. Tablets
    a. Operating system, camera, removable memory (if available), and other features.
4. Basic Phones.
    a. At least one (1) basic phone that is available to Customers at no charge, other than the cost of the purchased service plan.
5. Accessories
    a. May include phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.
6. Public Safety Wearables
    a. Contractor's EUPL should state service prices as monthly recurring charges (MRC) or non-recurring charges (NRC).

The EUPL should include, as applicable, the following information for provided services and devices, at a minimum:

1. Non-pooled Plans
    a. Pricing and details of all non-pooled plans, which may include:
        i. Voice per minute rate plans: usage based, limited
        ii. Unlimited plans: voice; voice and text; voice, text, and data; voice, data, messaging, and hotspot
        iii. Messaging plans: limited and unlimited

iv. Data only device plans: per megabyte data plan, data plan with tethering, data plan without tethering, and unlimited data

b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

c. Description of services included in the monthly recurring costs, including the number of messages (SMS/MMS), minutes (anytime, nights, or weekends), data limits, and included features, such as call waiting.

i. Detail how airtime and other measured usage are billed; for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, unanswered outgoing calls incurring airtime.

ii. Description of billing for calls directly dialing or receiving from the same carrier.

iii. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.

iv. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

2. Pooled Plans

a. Pricing and details of all pooled plans, which may include:

i. Description of tiers, including the number of minutes included in the plans.

b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

c. Describe:

i. how the minutes are aggregated and credits are applied;

ii. how a Customer can have more than one pool;

iii. rollover minutes;

iv. pool limitations, e.g., limits to the number of users; and

v. included features, such as call waiting.

3. Push-to-Talk

a. Pricing and details of all push-to-talk plans, which may include:

i. Standalone push-to-talk and add-on push-to-talk plans.

ii. Relevant unit pricing including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

iii. Description of services included in the monthly recurring costs and included features

1. Detail how measured usage is billed, for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, or unanswered outgoing calls incurring airtime.

2. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.

3. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

4. Machine-to-Machine
    a. Pricing and details of all machine-to-machine and internet of things service plans which may include:
        i. Description of tiers, including the usage caps of each tier. One (1) MB to twenty (20) GB requested, at minimum.
    b. Relevant unit pricing, including price per minute, variation of price per MB for nights and weekends, and monthly rollover of minutes or data.
    c. Description of services included in the monthly recurring costs and included features.
        i. Detail how measured usage is billed.
        ii. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.
5. Discounts
    a. All proposed discounts off accessories and devices.
    b. State what published price the discount percentage applies to (MSRP, vendor published catalog, etc.).
        i. Describe any additional proposed discounts, such as 100% discount off activation fees.
        ii. Specific pricing for devices should be listed in the Vendor's Device List.
6. Additional Features, Fees, and Other Items
    a. The EUPL may describe and detail any additional offerings that are contemplated within the SOW.
        i. These may include chargeable features, such as robo-call blocking, mobile device management, etc.
        ii. The EUPL may also include tiered pricing.
    b. There will be no activation fees for services and devices purchased off the Contract.
    c. There are no termination fees for services purchased off of the Contract.
    d. Rate plans shall be month to month, unless otherwise agreed in writing by the DMS Contract Manager.
    e. In the event that a rate plan includes a device subsidy and the Customer terminates services early, the Contractor may bill the Customer for the unpaid portion of the subsidized amount on the Customer's invoice. For example, a device is offered at discounted price if purchased with a twenty-four (24) month rate plan. In the event a Customer purchases a subsidized device and the Customer terminates services early, or moves to a lesser price plan or disconnects the devices from the Contractor's network within twenty-four (24) months of the device activation, the Contractor may bill the Customer for the unpaid portion of the subsidized amount of the device.

1.4.2 Update Process to EUPL

Given the fast pace of technological progress, DMS anticipates that plans and devices will improve and undergo alterations, within the scope of the Contract, over the term of the Contract. Changes in service plans, features, devices, or technology offered by the Contractor in the same, alternative, or equivalent form and within the scope of the Contract are permissible updates. Updates may be prompted by the Contractor, DMS, or Customers. Some updates may be accomplished via the change request process described in Section 5.2, Change Request, of the Contract; however, at DMS's sole discretion, updates may require a Contract amendment.

Contractor-Requested Updates. The Contractor may request updates to its EUPL and Vendor's Device List throughout the Contract term. Such requests must be emailed to the DMS Contract Manager for review and approval. DMS has absolute discretion to approve or deny Contractor-requested updates.

The Contractor shall not offer Customers changes in plans, features, devices, or technology prior to obtaining DMS's written approval. The Contractor shall not offer any updated prices or rate structures until changes have been approved by DMS and DMS has published an updated EUPL.

When requested by DMS, the Contractor shall provide documentation on the requested update, including, but not limited to, market research and service and device specifications. DMS may review the information from the Contractor and any other source.

DMS will not approve an update request until and unless the criteria below is met to its satisfaction. However, DMS reserves the right to deny an update request even if all of the criteria are met. The Contractor shall:

1. Substantially demonstrate the combined pricing is competitive to market rates offered under state government contracts similar in size, scope and terms, specifically that it is equal to or less than combined pricing for similar offerings in the State of Texas, State of California, and State of New York and excluding rates for commercial contracts;
2. Fully demonstrate the pricing is related to and is in line with currently offered pricing for similar services and equipment within the EUPL and/or the Vendor's Device List; and
3. Fully demonstrate the proposed pricing is in accordance with Contract Section 3.2.2, Preferred Pricing.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.5 Evolving Technology

This section is applicable to all services and equipment, including devices.

The Contractor shall ensure delivery of services and devices that keep pace with rapidly evolving technologies and related service plans. The Vendor's Device List and EUPL must be kept up-to-date, in accordance with the process detailed within SOW Subsection 1.5, End User Price Lists and Vendor's Device List, offering the latest generation of devices and related service plans.

The Contractor's IP infrastructure must provide evolving technologies and offer Customers the latest generation of telecommunications infrastructure and devices.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
    a. How Respondent will ensure delivery of services and devices that keep pace with rapidly evolving technology and related service plans.
    b. Describe the Respondent's commitment and plan to offer the latest generation of installed infrastructure supporting MCS (the Respondent's IP infrastructure).

[Enter response here – 1,500 words]

T-Mobile Technology Evolution

A. In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in this Agreement to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection B below, to: (1) migrate the State to a replacement technology; or (2) discontinue any Product, Service, network standard, or technology without either party being in breach of this Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, network standard, or technology. This section does not govern any process contemplated within SOW section 1.4, End User Price Lists and Vendor's Device List.

B. If T-Mobile takes any action set forth in subsection A above, T-Mobile will provide advance notice reasonably designed to inform the State (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (1) listed in this Agreement for the State, (2) T-Mobile uses for billing, or (3) set forth in an Order. The State agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

2. Contractor Staffing

This section is applicable to all services.

The terms “Contractor staff” and “staff” include all staff employed by the Contractor providing services under the Contract and by its subcontractors providing services under the Contract.

The Contractor shall provide sufficient, qualified staff to oversee and carry out the services of this Contract. The Contractor shall designate individuals in its organization to be contacts for DMS and its Customers in accordance with the following subsections.

2.1 Staffing Responsibilities

1. The Contractor staffing responsibilities include conducting all components of the Contract in a timely, efficient, productive, consistent, courteous, and professional manner.
2. The Contractor shall provide a sufficient number of Contractor staff to handle the workload projected for the start of the Contract and shall be scalable and flexible so staffing can be adapted as needed.
3. The Contractor shall devote the staffing time and resources necessary to successfully manage the Contract and provide the ongoing services, including having sufficient staff available for telephonic, email, and on-site consultations.
4. The Contractor shall provide each of its staff members orientation and training on all components of the Contract prior to allowing the staff member to work on any component of the Contract. The Contractor shall provide the DMS Contract Manager with documentation of this training upon request.
5. Key Staff.
    a. The Contractor shall initially fill all key staff positions and keep the key staff positions filled throughout the term of the Contract. Key staff positions will be filled within sixty (60) days from Contract execution. **Attachment C, SLA-A1(a).**
    b. The Contractor will only fill key staff positions with persons that fulfill the minimum job qualifications in accordance with this Section 2, Contractor Staffing.
    c. DMS reserves the right to review candidates being considered by the Contractor for a key staff position described in this Contract.
    d. DMS reserves the right to require the replacement of any staff who serve in a key staff position or as part of the Customer Support Team, and the Contractor shall remove such staff no later than ninety (90) calendar days’ from the date of DMS’s notice to the Contractor.
    e. Waiver. The Contractor may request a waiver of SLA-A1(b) from the DMS Contract Manager if it believes it has good cause to not fill a key staff position within the required timeframe. DMS will review any such requests on a case-by-case basis and respond within a reasonable timeframe. Determination of all waiver requests are at the sole discretion of DMS. SLA-A1(b) will be on hold while the Department is reviewing a request for waiver.

f. Vacancy.
   i. It is understood and agreed that from time to time a vacancy may occur in key staff positions. For purposes of this Contract, a vacancy occurs when: the position is not initially filled; the position is not filled due to a resignation, retirement, termination, or reassignment; or the position is filled with a person who does not possess the minimum qualifications required to perform the job duties. A vacancy does not occur when: an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition, such as training. In the case of a vacancy, the Contractor may arrange for the job duties to be provided by another employee who meets the minimum job qualifications until this position is filled. However, a temporary assignment will not suspend any Contractor Staffing SLAs. Key staff positions will be filled within one hundred and twenty (120) days of vacancy or within the timeframe established by the Department after a waiver of the one hundred and twenty (120)day requirement. **Attachment C, SLA-A1(b).**
   ii. The Contractor shall notify DMS of all vacancies of key staff positions within fourteen (14) days of the vacancy. **Attachment C, SLA-A1(c).**

6. Staffing Organization Chart. The Contractor shall develop a Staffing Organizational Chart to be implemented throughout the Contract term. **Attachment C, SLA-A2.** The chart will include all staff resources assigned to all components of the Contract to be approved by DMS. The final Staffing Organizational Chart must contain names, titles, and number of staff (full-time and part-time) proposed to support the Contract. The Contractor's final Staffing Organizational Chart shall include a justification for the number of staff and the percentage of time each staff person will devote to the Contract.
7. Staffing Deficiencies. The Contractor is required to provide sufficient, competent, and capable staff to provide complete and timely services as required by the Contract. In the event DMS determines the Contractor has a staff deficiency, it will notify the Contractor in writing. A staff deficiency will include, at the Department's discretion, insufficient number of staff, or insufficient level of competency in staff, to provide complete and timely services under this Contract. A staffing deficiency will also include the retention of staff thirty (30) days past a Department Contract Manager's requirement to remove that staff member. The Contractor must remedy the identified staffing deficiencies by adding or replacing staff as reasonably required by the Department.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
   a. How Respondent will ensure the dedication of its proposed key staff positions, including the proposed percent of time dedicated to DMS;

b. How Respondent will be prepared at all times to recruit credentialed, appropriately licensed, and highly qualified staff and the recruitment process for staff that will be assigned to the Contract;
c. Respondent's orientation and training for Respondent's staff assigned to the Contract;
d. How Respondent will ensure it employs all required positions and that there are sufficient staff to complete all requirements initially and throughout the duration of the Contract.

[Enter response here – 1,500 words]

T-Mobile acknowledges and is committed to provide the State superior support including delivering on the stated requirements and expectations noted above.

T-Mobile is proud of the Account Team slated to support the State. Their mission is to serve your organization and help address all of your telecommunications needs. They'll work with your account administrators as required within this ITN to provide the reporting and support requested on the agreed upon schedules.

The State can be confident the team will consist of personnel that meet or exceed the requirements via education, certification or equivalent experience. Each will have experience supporting large, government entities like the State. As more State agencies and other eligible entities choose T-Mobile, the account team will grow to ensure the support remains up to standard. New account team members will be trained on the State processes and procedures to facilitate a smooth transition.

When opportunities arise, the State Account Team will have access to the full T-Mobile employee base to bring the expertise, knowledge and know-how to solve issues and recommend advantageous solutions.

The named individuals requested under this section will be designated in the Staffing Organization Chart, to be delivered no later than ~~thirty~~ sixty (~~30~~60) days after Contract execution.

~~Upon award the Account Manager, Project Manager and a Dedicated Care representative will be assigned to the State. The remaining key positions will be assigned to the State and serve as the point person to the State but – initially – they will be providing support to the State and other customers. As the account grows those individuals may be dedicated full time to the State or workload shifted to a greater percentage directed to supporting the State.~~

As an industry leader in wireless services, T-Mobile will provide the State with access to our experienced network professionals to broaden your pool of technical expertise – allowing you to focus on other important matters. Our top-notch team of highly talented,

highly trained technical professionals provides a specialized support that is right on target:

- T-Mobile has many trained engineers skillfully designing and deploying our customers' networks and a large team of individuals dedicated to designing, testing, and evaluating the T-Mobile network.
- T-Mobile has a team of Certified Internet System Security Professionals (CISSPs). The CISSP certification identifies a security professional who has met a certain standard of knowledge and experience and who continues to keep their knowledge current and relevant to what is happening in the practice of information security. The CISSP program certifies IT professionals who are responsible for development of information security policies, standards, and procedures and managing their implementation across an organization. T-Mobile's people and commitment to innovation make these accomplishments possible.
- Finally, T-Mobile has a strong team of Cisco-certified technicians (CCNAs), we are among the top for CCDA certifications.

T-Mobile has established employee training based on regulatory and compliance requirements to help ensure appropriate use, handling, and incident reporting. T-Mobile supports internal and external training programs for its employees enabling them maintain industry recognized credentials. In summary, T-Mobile is supported by the strongest force of certified engineers in the industry.

Finally, we recognize the State may request a change in account team personnel and we're willing to address any concerns you may have with a particular account team member. Upon the occasion a change is requested, T-Mobile will work with the State to resolve the issue within the ninety (90) -day timeframe. Although we cannot agree staff assignments will be subject to the approval of the State, we will make all reasonable efforts to address the State's concerns and objectives.

2.2 Key Staff Position - Account Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Account Manager as the primary contact for DMS during the Contract term, including renewals. This is a required key staff position

The Contractor is required to provide a full-time Account Manager for all services under the Contract. The Account Manager will be the senior manager and primary contact with responsibility for all day-to-day MCS issues, including, but not limited to, coordination and resolution of all MCS activities. The Account Manager will be a senior staff member able to carry DMS concerns to the

Contractor's management personnel. The Account Manager or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year.

The Account Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Account Manager shall possess the following minimum qualifications or equivalent experience:

1. A minimum three (3) years' experience working with government clients in a government account management or sales role.
2. A knowledge of government business practices, including State practices and practices of Customers.
3. At least three (3) years' work experience in the telecommunications industry.
4. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

If the Contractor is providing Public Safety Services, the Account Manager must have experience in the Public Safety proposed services.

2.3 Key Staff Position - Project Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Project Manager. This is a required key staff position that must remain filled until the Contractor completes, and the Department accepts, the project closure documentation required by Statement of Work section 3.26.4.

The Project Manager shall oversee and take on the responsibility for the success of all projects. This individual will be the point of contact to coordinate all implementation and migration with DMS. This individual will manage and direct the planning of the Contractor's staff and resources.

The Project Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Project Manager shall possess the following minimum qualifications or equivalent experience:

1. The ability to be responsible for every aspect of all projects related to this Contract.
2. The ability to lead and direct teams to deliver projects within the constraints of schedule, budget, and resources.
3. Demonstrated knowledge and experience to appropriately apply a project management methodology to projects.
4. Experience using Microsoft Project and the ability to keep all projects updated frequently and accurately.
5. A current project management certification from the Project Management Institute, Scrum Master Certification from Scrum Alliance, CompTIA Project+ certification from CompTIA,

a Lean Six Sigma certification, or other equivalent project management certification approved in writing by DMS, or at least two (2) years of equivalent work experience in lieu of a current project management certification.

2.4 Key Staff Position - Business Operations Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Business Operations Manager. This is a required key staff position.

The Business Operations Manager shall oversee business operations, including billing, ordering, and related business operational procedures. The Business Operations Manager, acting as the DMS advocate, will be a Contractor senior staff member able to carry DMS concerns to the Contractor's management personnel. As the advocate, the individual must have the authority to direct the Contractor's staff to effect business operational procedures and related outcomes.

The Business Operations Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Business Operations Manager shall possess the following minimum qualifications or equivalent experience:

1. A minimum of three (3) years' experience working with government clients.
2. Knowledge of government business practices, including State practices and practices of Customers.
3. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

2.5 Key Staff Position - Engineering and Design Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Engineering and Design Manager. This is a required key staff position.

The Engineering and Design Manager shall function as the point of contact for all engineering and design issues. The individual will be responsible for directing all aspects of engineering and design concerns for the services. The individual must have the authority to direct the Contractor's staff. The individual or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year to manage and oversee restoration of services and to respond to State requests.

The Engineering and Design Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Engineering and Design Manager shall possess the following minimum qualifications or equivalent experience:

1. A minimum of three (3) years' experience leading an engineering team responsible for services similar in size and scope to services available under MCS.
2. A Bachelor of Science degree or higher in an engineering discipline. Equivalent foreign degrees are also acceptable. Equivalent work experience of five (5) years is acceptable in lieu of a degree.
3. Five (5) years or more of engineering work experience.

2.6 Key Staff Position - Operations and Security Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Operations and Security Manager. This is a required key staff position.

The Operations and Security Manager shall serve as the engineer capable of communicating with other engineers as needed to resolve day-to-day issues. The individual will communicate with DMS and engineers from other Contractors providing telecommunications to the State and, if applicable, subcontractors. The individual will function as the point of contact for the day-to-day networking, service, and security issues, typically those involving real-time concerns. The individual must have the authority to direct the Contractor's staff. The Operations and Security Manager, or a designated backup(s), must be available twenty-four (24) hours a day, 365 days of the year as required to manage operational and security concerns and respond to State requests.

The Operations and Security Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Operations and Security Manager shall possess the following minimum qualifications or equivalent experience:

1. A Bachelor of Science degree or higher in a computer science, information technology, engineering, or similar discipline. Equivalent foreign degrees are also acceptable. Equivalent work experience of five (5) years is acceptable in lieu of a degree.
2. Experience with business continuity and disaster recovery, including experience in development of disaster recovery plans.
3. Experience with information security architecture and security tools.
4. Knowledge of telecommunications industry best practices for service performance and security and applicable laws and regulations as they relate to security.
5. Knowledge of current technologies and processes used to establish and maintain networks with respect to security of MCS.

The Operations and Security Manager should possess the following minimum qualifications:

1. It is preferred, but not required, that the Operations and Security Manager be a Certified Information Security Manager, a Certified Information Systems Security Professional, or hold another current industry-recognized security certification.

2.7 Customer Support Team

The Contractor shall provide a Customer Support Team for this Contract. This team is not required to be full-time staff (part-time staff is acceptable) or exclusively dedicated to this Contract. However, the appropriate amount of staff at any given time (for example evening, weekend and holiday staffing may be less than weekday business hours) from the Customer Support team must be available twenty-four (24) hours a day, 365 days of the year. The Customer Support Team shall provide:

1. Timely Customer training in reaction to changes in services and features offered.
2. Timely resolution of service requests.
3. Full staffing for projects to implement new technologies, related services, and equipment features that are supported by the industry.
4. Timely closure for operational changes.
5. All applicable deliverables by the due dates as provided in the SLAs.

The Customer Support Team shall include at least one (1) named individual to act as the CSAB Administrator, with responsibilities described in Subsection 5.7, User Access Privileges for the Contractor.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3. Services and Devices for Mobile Communication Services

3.1 Wireless Voice Services

This subsection is applicable only to WVS.

The Contractor must provide WVS using digital technology as the primary communication mode. WVS will include cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices and to traditional phones on the PSTN. WVS will also include broadband access for email, internet browsing, texting, and numerous applications, such as those providing real-time traffic information.

International calling must be disabled by default, but Customers will be permitted to place an order to enable international calling. The Contractor shall provide Customers with the option of having texting disabled. The Contractor will coordinate directly with the Customer regarding texting capabilities.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.2 Wireless Data Service

This subsection is applicable to only Wireless Data Service.

The Contractor must provide WDS. The Contractor will provide non-proprietary wireless broadband data communications. For State agencies, security policy requires the Contractor's broadband data access to terminate on MFN by default. There may be instances where the Department's policy will permit broadband data access to terminate directly on the internet.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.3 Wireless Data Service - IP Addresses

This subsection is applicable to only Wireless Data Services.

The following are minimum requirements:

1. DMS will provide the Contractor work orders containing IP addresses, or a range of IP addresses, to be associated with wireless devices.. The Contractor must configure MCS devices with IP address as part of the activation and setup for the device. For closed user groups the Contractor must configure 1) public IP addresses owned by the State and Other Eligible Users or 2) private IP addresses furnished by the State and Other Eligible Users. Since not all private IP address space is available for use on MFN, a mutually agreed upon private IP address allocation block assignment (or other agreed upon method) will be finalized within the negotiation process.
2. The Contractor is required to provide publicly routable IP addresses as needed to support all Customers in public user groups.
3. The Contractor will associate a particular wireless device with its closed user group (if any). The Contractor will assign an IP address to each wireless device and update the work order in CSAB with the specific IP address assigned before the Contractor closes the work order. A record of each closed user group and the associated wireless devices (including the electronic identifier and IP addresses) is maintained in CSAB.
4. The IP address assigned to a particular wireless device must be permanently assigned unless and until a work order provides that the Contractor change the address. Static IP addressing is acceptable as long as the address is coded (hard or electronically) within the device permanently. A unique IP address dynamically assigned to the device is acceptable as long as the address remains permanently assigned to that particular device. The dynamic IP address assignment mechanism must permanently assign the same address to the same device from an IP address pool assigned to a particular closed user group.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

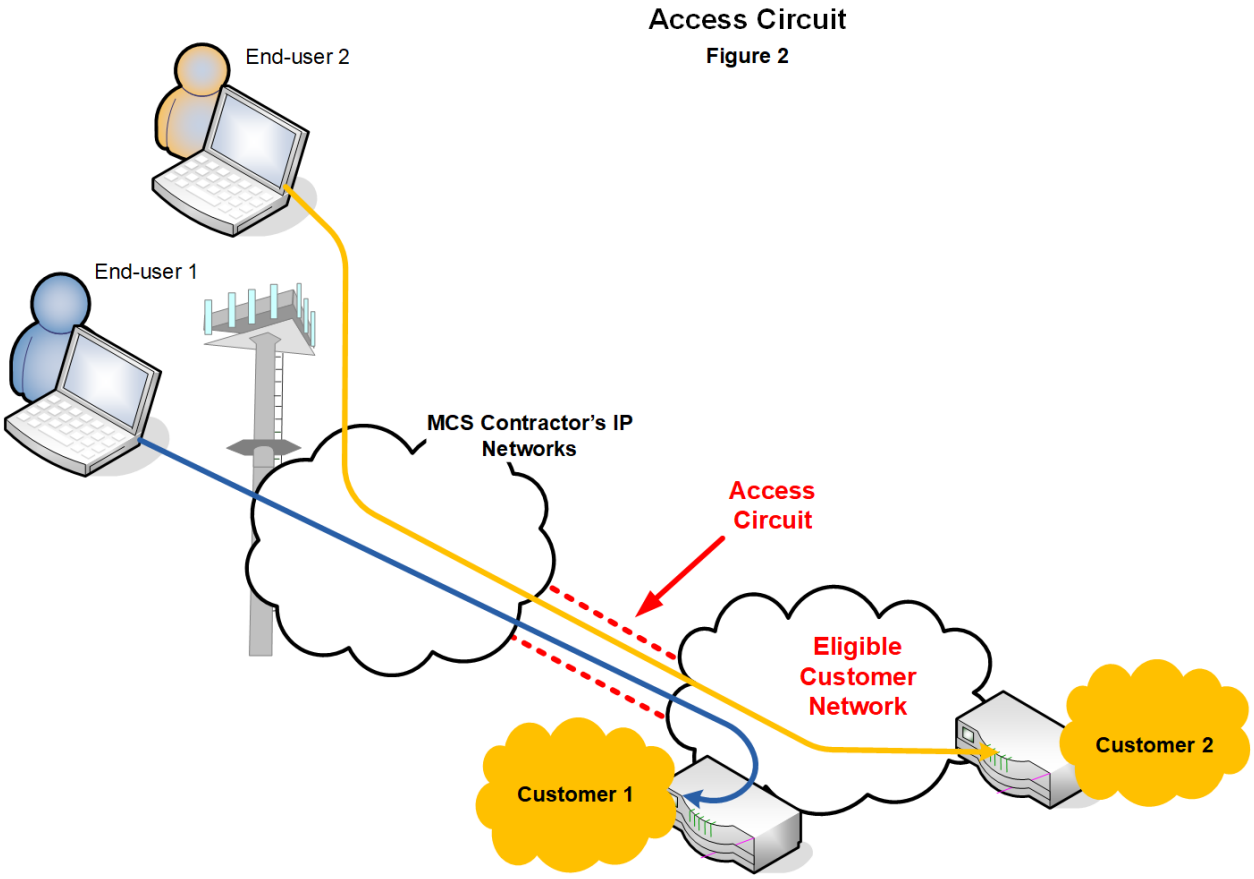
3.4 Wireless Data Service – Access Circuit

This subsection is applicable only to Wireless Data Services.

Where Customers have non-MFN networks (for example, non-State Agency Other Eligible Users), Contractors may utilize the Contract to provide their End-users with wireless connectivity into that Customer's network.

This design requires an access circuit between the Contractor's IP networks and an Other Eligible User's (OEU's) network. These access circuits are not offered by DMS as a SUNCOM service. DMS is not involved in ordering, billing, provisioning, payment, network support, or other aspects of these circuits. OEUs utilize their organization's procurement procedures to purchase their access circuit. All aspects of this wireless connectivity access are the responsibility of the OEU's organization and the Contractor, not DMS. In accordance with SOW Section 3.15, Contractor will configure Contractor's end of the tunnels, and the Customer will be responsible for the Customer's end of the VPN.

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No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.5 Wireless Data Service - Closed User Groups

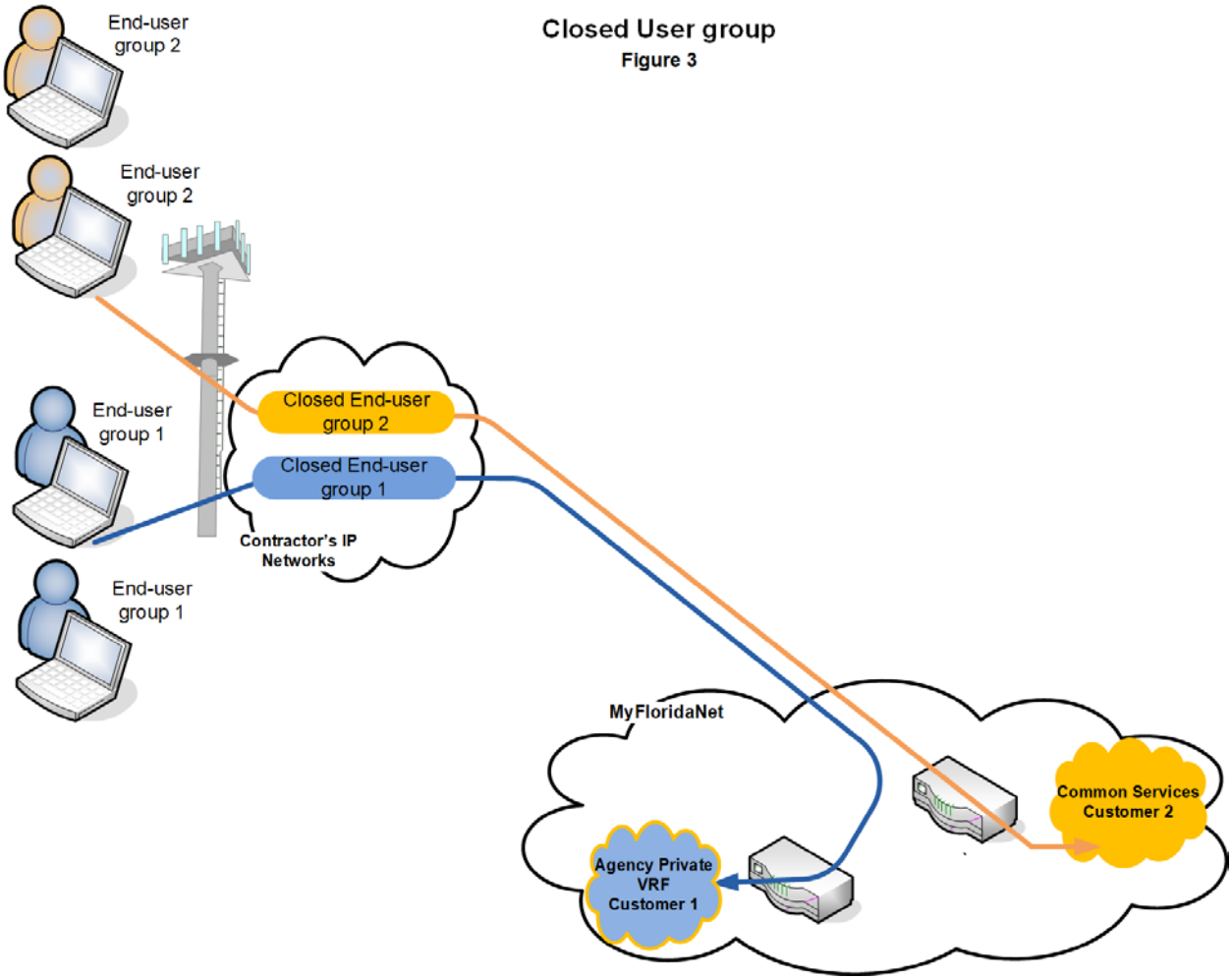
This subsection is applicable to only Wireless Data Services.

The Contractor must develop, implement, and maintain a closed user group isolation method for WDS. The design must result in the segregation of all IP traffic into individual closed user groups. DMS may consider a virtual circuit, Virtual Local Area Network, or Virtual Routing and Forwarding (VRF) to be an acceptable closed user group design configuration method. Other Contractor-provided isolation methods are acceptable as long as the isolation method provides equivalent isolation design outcomes, as determined by DMS. The Contractor-created and maintained isolation method is required to be in continuous operation providing separation of wireless data traffic into distinct closed user groups.

At all points between the wireless data device and MFN, Customer traffic must be isolated from all other traffic within the Contractor's IP networks. There must be no alternate paths into or out

of the isolated environment and no means for other entities or devices to access the isolated environment.

The Contractor will place each device in the closed user group as defined by the CSAB work order. Customers will have the ability to have multiple closed user groups configured within the Contractor's IP networks. No IP communications will be permitted between closed user groups within the Contractor's IP networks.



Closed User group
Figure 3

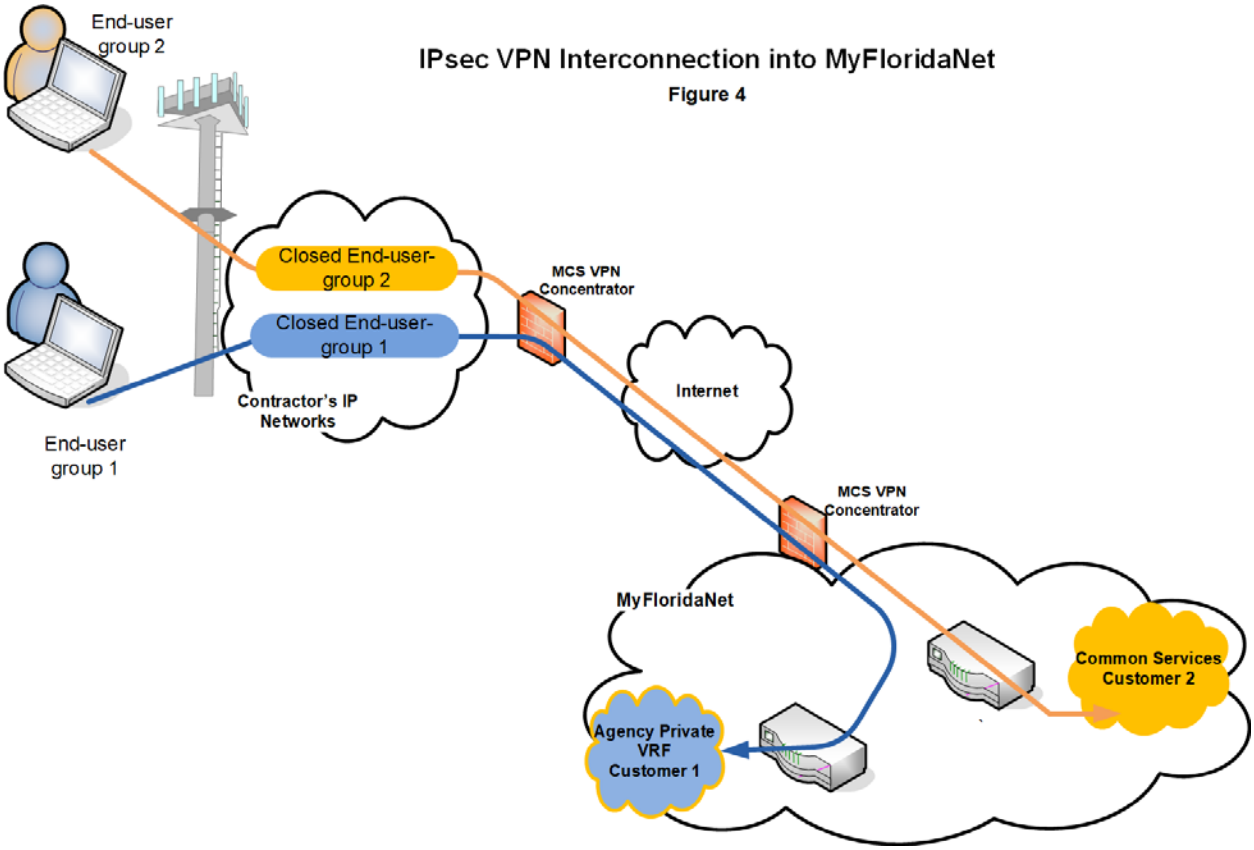
No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.6 Wireless Data Service – Network-to-Network Interface Design

This subsection is applicable only to Wireless Data Services.

The Contractor must work with DMS and the MFN contractor to establish a network-to-network interface as shown in Figure 4 to route wireless data traffic across the internet to MFN. For redundancy, the interface design must use IPsec tunnels which connect to two (2) geographically separate gateways approved by DMS.

In each network-to-network interface location the Contractor must provide equipment and a corresponding design that will function as an IPsec Virtual Private Network (VPN) concentrator. Each interface will be configured with internet connectivity for the concentrators. The interface design must utilize a primary and secondary interconnection scheme preventing any downtime or performance impact to the connectivity with MFN or downtime for the service. Each interface will function equivalently, including the available internet bandwidth capacity, operational software images, and overall configuration. The interface locations must always automatically failover.



IPsec VPN Interconnection into MyFloridaNet

Figure 4

The interface design must support VPN connectivity through the use of IPsec tunnels between the Contractor's IP networks and MFN. The Contractor configures IPsec tunnels to create closed user groups for traffic between the Contractor's IP networks and MFN. The Contractor routes closed user group traffic originating in the Contractor's IP networks to MFN via the internet, in coordination with DMS and the MFN contractor. Using a design selected by the Contractor and approved by DMS, wireless data devices must be provisioned to continuously operate within closed user groups.

The interconnectivity design, agreed on by the Contractor and DMS, must provide redundancy with automatic failover between MFN's two (2) VPN interconnection locations. The Contractor's interconnectivity design must be configured for the Contractor to monitor network connectivity between the Contractor's IP networks and MFN. In the event of a connectivity issue between the Contractor's network and MFN, the interconnection design must automatically failover and start routing traffic within the failover metric. **Attachment C, SLA-B1.** Successful failover means the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover, or an alternate solution, as proposed by the Contractor and accepted by DMS through the Change Request process. After the failure has cleared the Contractor's interconnectivity design will, over time, automatically reestablish the tunnels to the MFN primary concentrator. The Contractor is not responsible for connectivity loss if the MFN VPN concentrators fail simultaneously.

DMS will provide the Contractor with the configuration parameters for each closed user group's IPsec tunnel. The Contractor must adhere to the configuration parameters while provisioning the concentrators. The Contractor must configure a unique IPsec tunnel for each closed user group's IP traffic as specified by DMS. The closed user group naming convention (or network identifier) will be mutually agreed upon by DMS and the Contractor. Each closed user group's network identifier must correlate to a unique IPsec tunnel.

DMS will provide the Contractor with the MFN tunnel termination IP addresses, IPsec pre-shared authentication keys, and tunnel configuration parameters for each tunnel. All information regarding IP addresses, IPsec authentication keys, and tunnel configuration parameters must be treated as secure State data. At no time will the Contractor transmit this information in clear text.

The Contractor must configure each unique IPsec tunnel to terminate on the primary MFN IPsec concentrator and also configure the tunnel to failover to the secondary MFN IPsec concentrator. Within Figure 4 above, this is shown as "MCS VPN Concentrator" directly adjacent to the MFN section. This is currently rented from and managed by the MFN contractor. DMS will provide the Contractor with two (2) unique publicly routable IP addresses for each closed user group's IPsec tunnel (primary and secondary). The Contractor will use one (1) of the two (2) addresses to terminate the tunnel at the MFN primary concentrator location, and the other address will be used to terminate the failover tunnel at the MFN secondary concentrator location. The Contractor must provide and use at least two (2) publicly routable IP addresses for its IPsec interconnection

design; one (1) IP address for the primary tunnel termination and one (1) to terminate the secondary tunnel.

The Contractor will ensure that each wireless data device that traverses the IPsec interconnection will have a unique IP address permanently configured within the wireless modem or device (smartphone, handheld computer, laptop, etc.). Using the IP address provided by the Contractor, the Contractor must statically or dynamically assign each device within a unique closed user group a permanent IP address. The Contractor must configure each unique closed user group within its IP networks using the applicable IP addresses. At the MFN ingress point, each closed user group must be logically mapped into the appropriate MFN VRF. Adds, moves, or changes within a closed user group's configuration require a work order.

The Contractor must upgrade the network-to-network interface when the encrypted throughput, processor utilization, or port speed reach seventy-five percent (75%) of capacity specific to the Contractor's owned network to network connections and devices. Internet bandwidth must be upgraded by the Contractor if bandwidth utilization reaches seventy-five percent (75%) of capacity. All network-to-network interface upgrades must improve capacity by at least twenty percent (20%). **Attachment C, SLA-B2.** All upgrades are at no cost to the Department or Customers.

The Contractor will give DMS, and the MFN network monitoring tools, read-only SNMP access (or an alternate solution, as proposed by the Contractor and accepted by DMS through the Change Request process) to monitor performance of the network, including network-to-network interface components. The Contractor must establish monitoring of SNMP performance metrics, which are measured over each five-minute sample.

The primary and secondary VPN concentrators must support the following IPsec parameters:

IPsec Parameters		T-Mobile Parameters
IKA (SA)	Main Mode	Meet
Encryption Strength	3DES	Exceed: T-Mobile Minimum is AES256
Authentication	Pre-Shared Key	Meet
Diffie-Hellmans (D-H) Groups	2 or 5 (group-5 preferred)	Meet
Perfect Forward Secrecy	Pfs	Meet

Data Integrity Hash Algorithm	SHA	Meet
IPsec (SA)	Quick Mode	Meet
Security Association (SA) Lifetime	86,400 seconds (maximum)	Meet
Authentication Type	HMAC-SHA	Meet
Security Association (SA) Lifetime	28,800 seconds (maximum)	Meet
Simultaneous Active Tunnels	1,000 (minimum)	Meet

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the Respondent's commitment to the appropriate industry standards.
3. Describe the design.
4. Describe the portion of the design used to trigger the automatic failover.
5. Describe the failover and failback processes.
6. Describe how you will maintain the security of your MFN interconnection.
7. Respondents may also propose an alternative design.

[Enter the response here as needed to provide a complete response]

The T-Mobile LTE network delivers IP connectivity to a mobile device anywhere within T-Mobile's nationwide network as well as within the LTE networks of T-Mobile's data roaming partners.

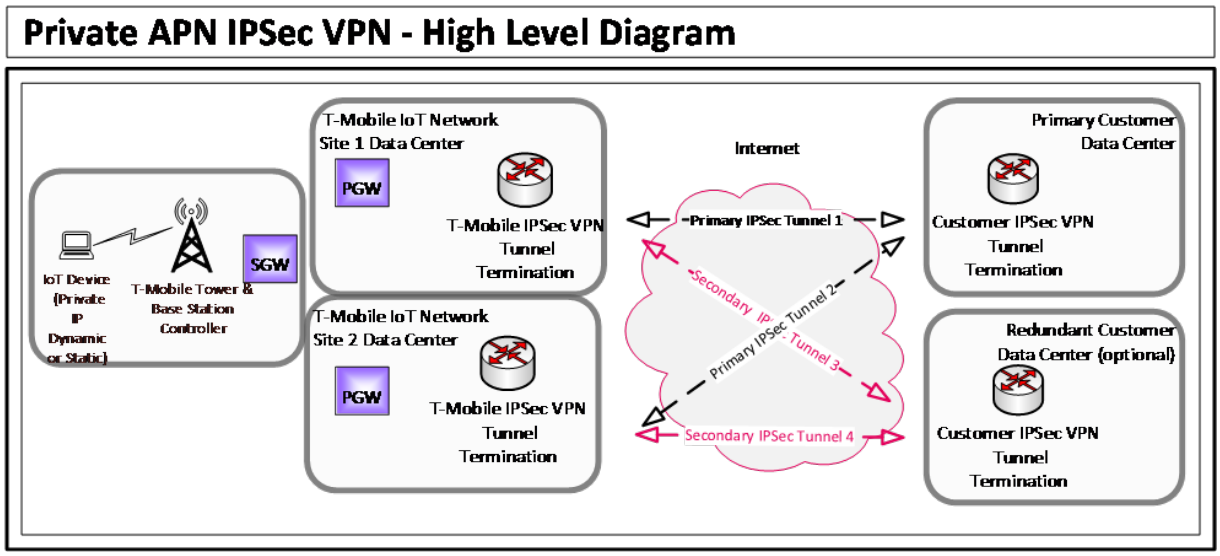
LTE is an IP-based mobile wireless networking protocol similar in many ways to wire line data networks. The key concept with T-Mobile's Corporate Connectivity service is the Access Point Name (APN). Within the LTE networking protocol, the APN defines what data services a mobile device is permitted to use. LTE networks typically provide several public APNs from which customers can select, including WAP, Internet access and other advanced services. Depending on their service profile, customers may select one or many of these generic APNs for a single device.

T-Mobile's unique approach to delivering Private APN services gives the corporate IT department additional flexibility, control and security, making it easier for IT administrators to

deploy new and unique applications. Some of the unique features that T-Mobile provides include:

- IP Addressing – T-Mobile allows the customer to manage IP addresses for their mobile devices. We integrate the customer's DHCP or RADIUS server into the solution so there are no IP address management fees and the IT administrators can change pools as needed. IT administrators can allocate unique blocks of addresses to different types of remote users and manage lease times to create virtually static addresses.
- Redundancy – T-Mobile offers primary connectivity (encrypted GRE Tunnel) from two different T-Mobile data centers with each center serving as a secondary backup for the other.
- Devices – The Corporate Connectivity service is available for any T-Mobile certified LTE device

High Level Diagram



Support Structure

Device Provisioning and Support

T-Mobile will provide primary device technical support for the air interface~~, because T-Mobile does not stock Avis Handset/MDT troubleshooting will be best effort~~. ~~Avis Wow APN~~Customer will troubleshoot connectivity on the PAPN and work with T-Mobile to resolve local issues.

Provisioning: For all SIM provisioning related issues please contact your T-Mobile Account Manager.

Single device connectivity and provisioning issues: General technical issues should be directed to T-Mobile Corporate Customer Care 1-800-375-1126. If roaming internationally call the International VIP roaming phone number at +1 505 998 3793.

Escalation Procedures

If you are experiencing an outage that is affecting the ~~Avis Wow~~Private APN, ~~Avis Wow,~~ contact T-Mobile Data NOC 1-866-783-9557, option 4. The OSC will handle all tunnel related issues as well as major outage issues. In the event that the OSC is unable to resolve the issue it will be assigned to an individual Tier II support technician/engineer.

For NOC escalations - please request to speak to Data NOC supervisor.

When calling into the OSC for PAPN connection issues, the caller should be prepared to provide the following information to open a trouble ticket:

- Name of caller
- Company name ~~– Avis Wow APN~~
- APN name ~~– Avis Wow APN~~
- Details of issue
- Time issue began
- Location of issue
- At least 1 affected SIM, MSISDN, or IMSI

Contractor requires the removal of Simple Network Management Protocol (SNMP) tools. ~~Contractor is unable to provide this metric.~~An alternate network monitoring solution, as proposed by the Contractor and accepted by DMS may be added to the Contract through the Change Request process.

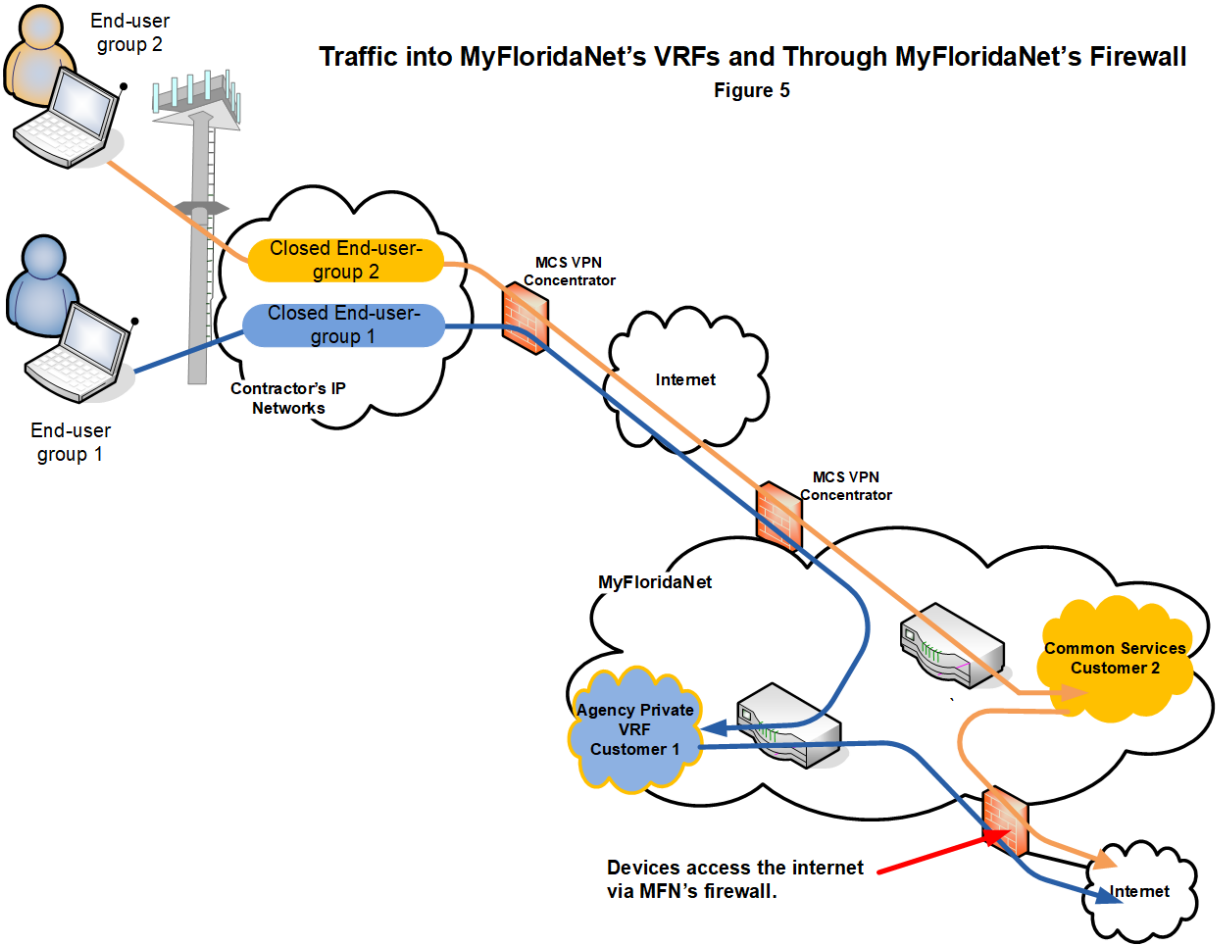
3.7 Wireless Data Service –Traffic Mapping into MyFloridaNet

This subsection is applicable to only Wireless Data Services.

The Contractor shall coordinate and communicate with the MFN contractor and other MCS Contractors.

For traffic to MFN, the Contractor must route wireless data traffic across the Contractor's IP networks utilizing IPsec tunnels (one (1) unique IPsec tunnel per closed user group). DMS retains control related to security policies on access into MFN and its intranet as well as IPsec tunnel configuration parameters. All Customer wireless traffic must be in a closed user group within a unique IPsec tunnel in a manner such that it can be mapped into the appropriate MFN VRF by the MFN contractor.

If permitted by the applicable Department security policies, once wireless data traffic is within MFN it accesses the internet via the MFN firewall.



No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.8 Wireless Data Service – Traffic Directly to the Internet

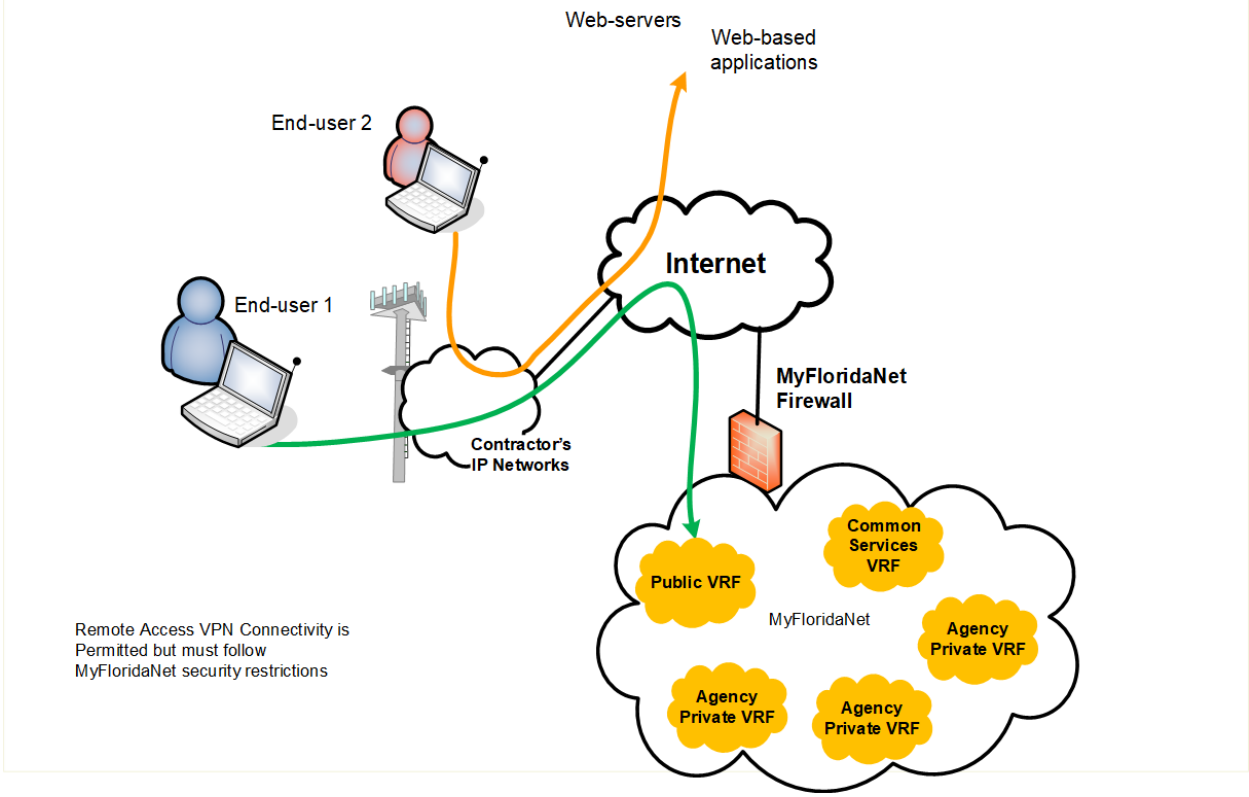
This subsection is applicable to only Wireless Data Services.

Customers can have their traffic sent directly to the internet. Routing wireless traffic direct to the internet provides simplicity for connectivity to web-servers and web-based applications. Sending traffic to the internet also permits Customers to use encrypted VPN traffic to access their IP networks via a Public VRF connection.

For this connectivity, the Contractor is not responsible for the reliability of traffic within the internet.

Routing Wireless Traffic Directly to the Internet

Figure 6



The Contractor is not required to create closed user groups for Customers that have their traffic routed directly to the internet. Under this option, the Contractor is not required to permanently assign the same IP address to a particular wireless device.

When MCS traffic is routed directly to the internet, if the MCS Customer is not an MFN Customer, they do not have to comply with DMS security policy restrictions for traffic to MFN. The Contractor must comply with DMS security policies and those policies of the OEUs. Specifics of the DMS security policy requirements will be detailed in the post-Contract engineering meetings and may vary during the life of the Contract.

A synopsis of the MFN security policy. MFN Customers must access the internet via the MFN firewall and avoid using an alternate internet access that might create a backdoor into MFN. Under certain restrictions, MFN security policy permits MFN Customers to use remote-access VPN connectivity to gain access to their MFN intranet network. The Contractor is not responsible for the specifics of how Customers configure their VPN connectivity.

No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

3.9 Wireless Data Service - Test Plan

This subsection is applicable to only Wireless Data Services.

The Contractor is responsible for on-going testing of the WDS's transport system (the interconnection between MCS and MFN) to ensure proper performance.. The Contractor must demonstrate successful interconnection failover for each tunnel between the primary and secondary VPN concentrators as part of the Services Infrastructure Checklist signoff and as required by DMS.

All test plans and actual testing must be coordinated with and approved by DMS and the Customer. The test plan need only cover WDS elements. Once approved by DMS, the plan must be included in the WDS Operations Guides.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.10 State of Florida Coverage

The Contractor shall:

1. Provide the same or better level of coverage as that described in the Contractor's Reply;
2. Maintain up-to-date State coverage maps on its website, accessible to all Customers.
3. Provide service strength with as much4G/4G LTE or better (5G) service coverage as possible.

Given the statements in this subsection:

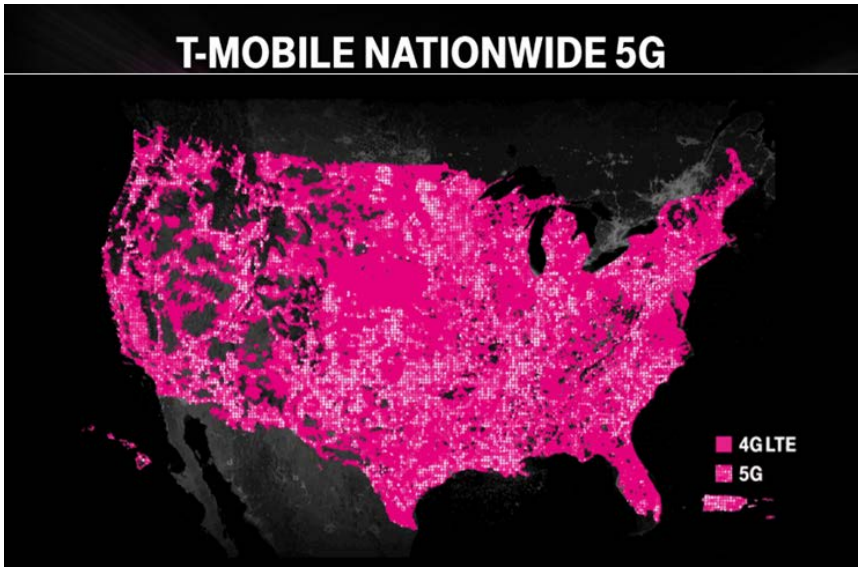
1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.
2. Describe the Respondent's State geographic coverage.
3. Demonstrate in detail any future plans for enhancement and expansion of the Contractor's State coverage.
4. Provide a service area State coverage map. The map shall be geographically accurate and drawn to a scale of 1:1,000,000 (1 inch=15.78 miles) or less. The coverage map shall include, at a minimum, county boundaries, cities, and major highways. Note the decibel (db) level used in maps for the Respondent's acceptable service level.

[Enter the response here as needed to provide a complete response]

Your path to 5G is clear with T-Mobile—5G access is included in your plans at no additional cost. We already cover over 260 million people and more than 11,000 cities with our 5G-dedicated 600 MHz network. We are adding mid and high band 5G, and with assets from Sprint coming online, we will offer unrivalled service with a layered low/mid/high band network. As more 5G devices come to market ~~(Apple expects to have a 5G phone this year)~~, we will work to migrate you to compatible devices as applications and needs evolve.

Now connecting 99% of Americans

You have a job to do. You don't have time to worry about your connectivity. We built a network with amazing coverage so you can stay focused on carrying out the functions of your organization. Our 4G network already covers 99% of Americans. And as 5G evolves, it will deliver faster download speeds, real-time responses, and enhanced connectivity, giving you the potential to experience new, innovative technologies. 5G is a transformative network technology that will help you like never before.



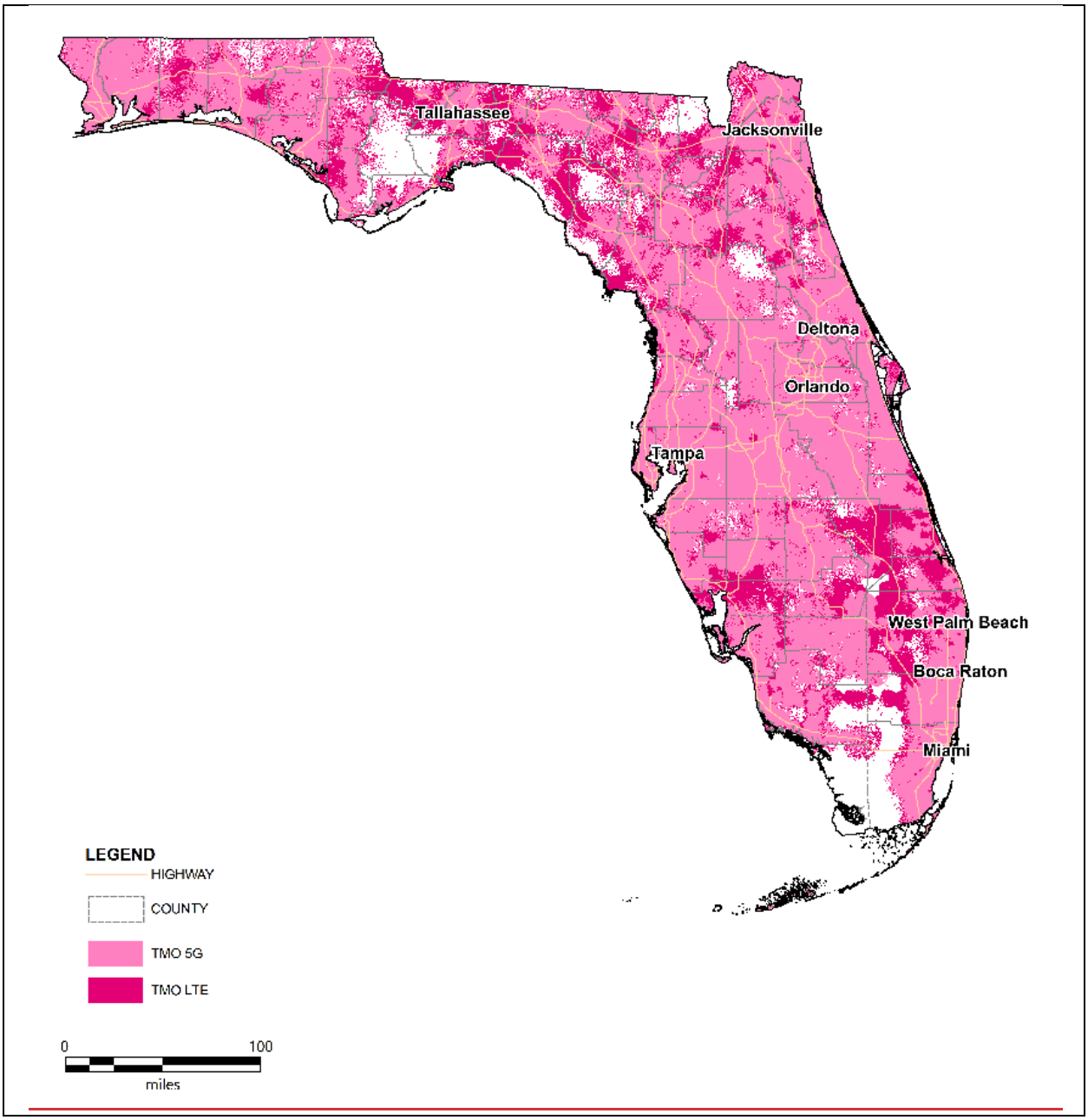
Map includes 600Mhz coverage; capable device required.

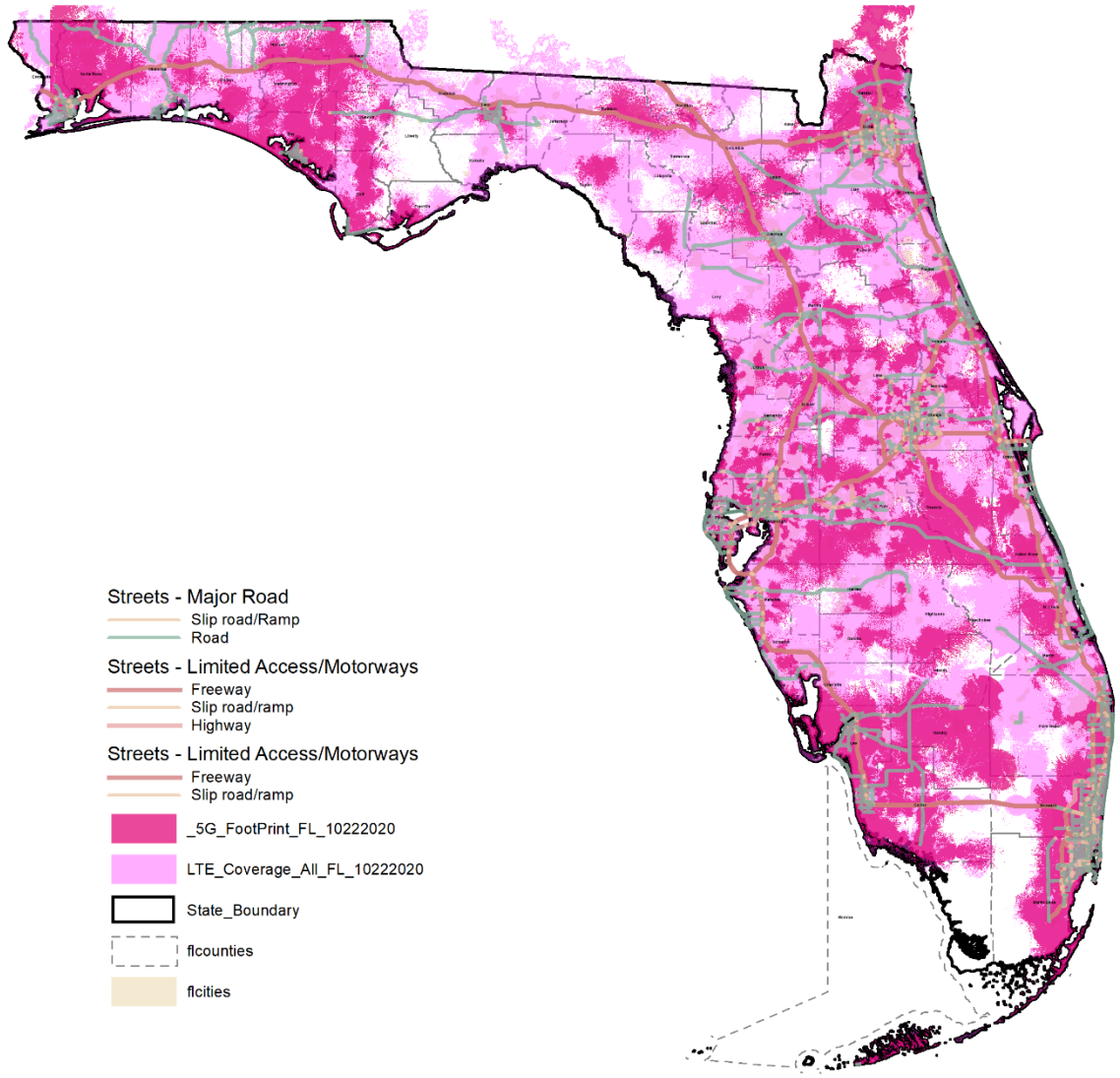
5G device required for 5G access, coverage not available in some areas. Some uses may require certain plan or feature.

T-Mobile Covers the State of Florida

T-Mobile regularly measures the performance, coverage, and speed of our networks in an effort to ensure our coverage maps are accurate and up to date. Your Account Team can provide you with updated coverage information as needed. You can also find personalized coverage information on our website.

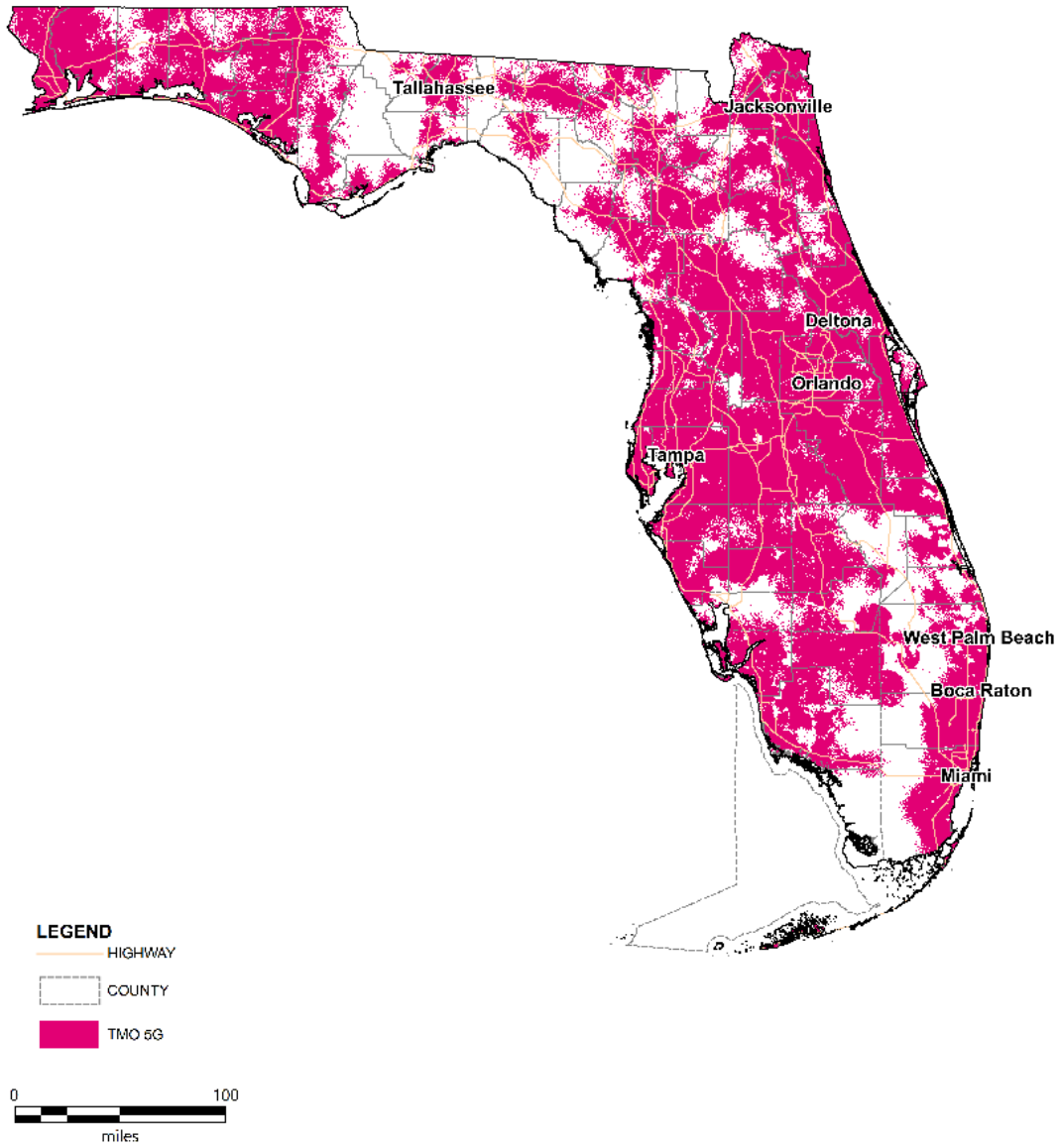
The following maps illustrate coverage for the State of Florida.


Tallahassee
Jacksonville
Deltona
Orlando
Tampa
West Palm Beach
Boca Raton
Miami
LEGEND
HIGHWAY
COUNTY
TMO 5G
TMO LTE
0
100
miles

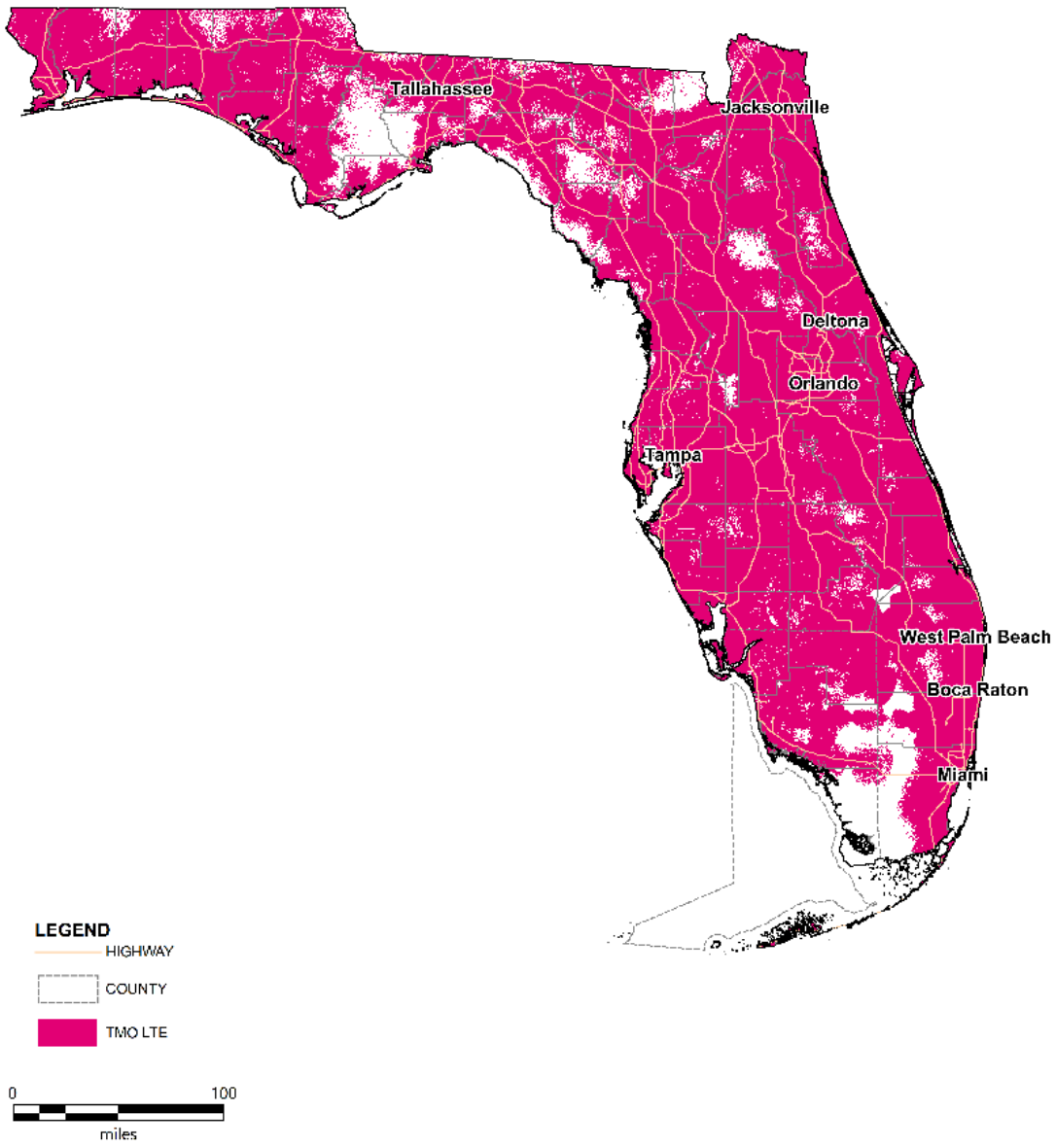


Coverage maps approximate our wireless coverage area and do not guarantee service availability at all times. Service coverage quality and availability, including the ability to make, receive and maintain calls may vary due to network capacity, signal strength, the type of device, terrain, weather, and other conditions. Capable device required for 4G LTE or 5G signals. 5G is still developing. A limited selection of 5G devices are currently available and not all devices & signals are compatible, check device specs. While 5G access won't require a certain plan or feature, some uses/services might. Some service within coverage areas provided by roaming partners, on-network allotments apply in those locations. ~~Please see our coverage maps at www.T-Mobile.com for details.~~

Current 5G Coverage



Current 4G LTE Coverage

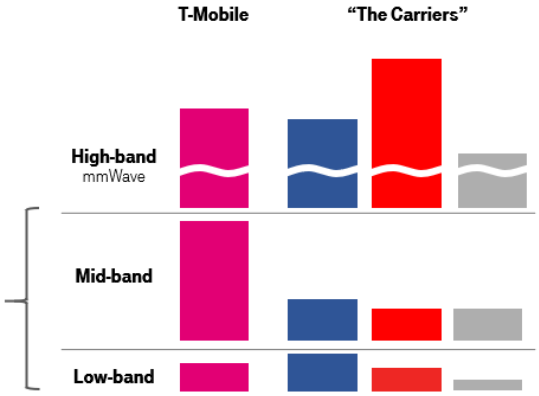


Coverage maps approximate our wireless coverage area and do not guarantee service availability at all times. Service coverage quality and availability, including the ability to make, receive and maintain calls may vary due to network capacity, signal strength, the type of device, terrain, weather, and other conditions. Capable device required for 4G LTE or 5G signals. 5G is still developing. A limited selection of 5G devices are currently available and not all devices & signals are compatible, check device specs. While 5G access won't require a certain plan or feature, some uses/services might. Some service within coverage areas provided by roaming partners, on-network allotments apply in those locations.

We have world-class spectrum holdings across all three bands

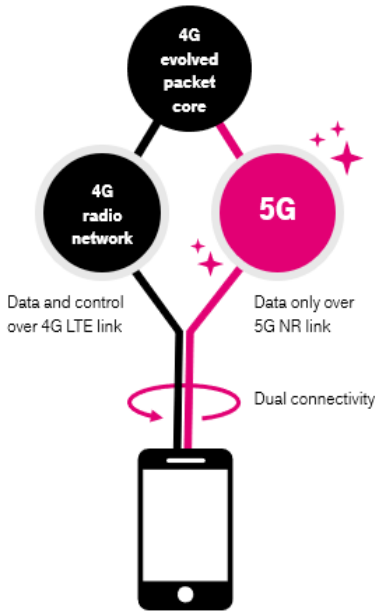
Our 5G network will combine an incredible portfolio of spectrum assets, including nationwide low-band 600MHz spectrum and Sprint's nationwide mid-band 2.5GHz spectrum. We also have high-band spectrum, but because it is very short range, it is only effective and deployed in areas of dense population.

- T-Mobile controls an average of 319 MHz of low/mid-band spectrum nationwide.
- This is nearly 2x that of AT&T and nearly 3x that of Verizon.



The key here is that we have spectrum in ALL layers. We will be able to rapidly deploy5G across the country to give you meaningful and consistent access to 5G signal in more places more quickly. Further, we will have much more network capacity than our competition.

4G/5G Dual Connectivity



5G isn't replacing 4G any time soon. In fact, 5G is additive and will coexist and work with the 4G LTE network. Carrier aggregation has allowed operators to tap into noncontiguous blocks of licensed spectrum, as well as unlicensed frequencies like the 5 GHz band, to utilize bigger data bytes and significantly improve LTE coverage.

Our 5G network, which was designed from the ground up to support spectrum aggregation and sharing, is today tightly linked to our LTE network; and a technology called dual connectivity is allowing us to supercharge non-standalone 5G.

- 3GPP standards allow dual connectivity, which supports tight interoperability with current 4G networks.
- 5G capable phones can use both 4G and 5G technology.

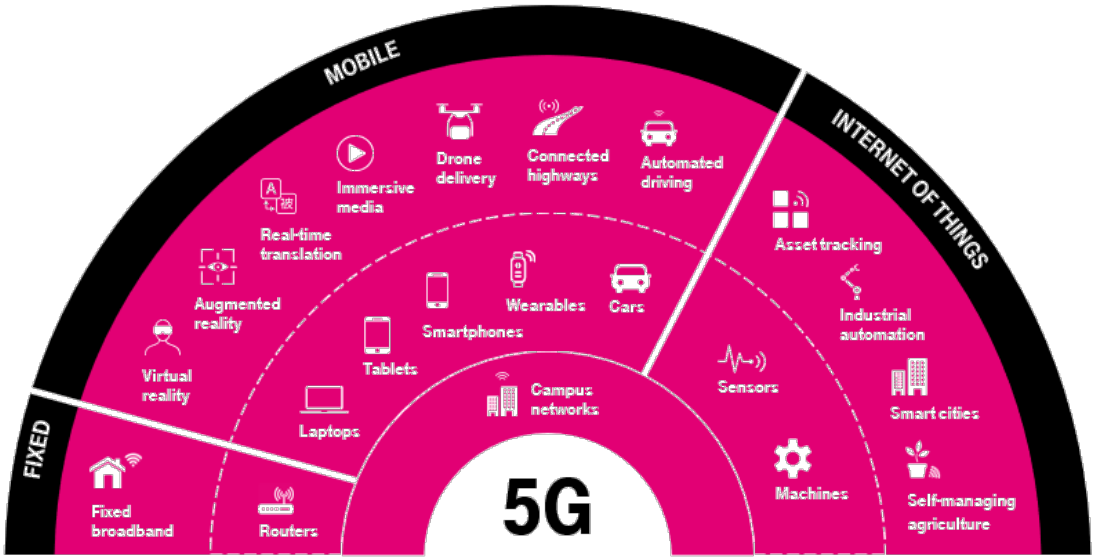
~~Please click HERE for additional coverage information.~~

The 5G Future

The fifth generation (5G) of network technology has the potential to benefit everything from entertainment and gaming to education and public safety. Over time, 5G is expected to deliver faster download speeds, real-time responses, and enhanced connectivity, giving your business and your consumers the potential to experience new, innovative technologies.

A 5G future could bring:

- Massive broadband
- Massive machine communication
- Critical communication



Spectrum is the fuel that drives a 5G network

As we evolve, we know an advanced wireless network needs multiple spectrum bands to achieve both the breadth and depth of service you need, today and in the future. We've expanded our 4G LTE network with 600 and 700 MHz deployments and deployed 5G with three bands: millimeter wave, mid-band and 600 MHz low band. The mmWave high-frequency spectrum is ideal for providing high peak speeds in limited areas while low-band spectrum can deliver 5G service across the US, including many rural areas.



- **High-frequency bands (28GHz)** – Ultrafast data transmission but limited range measured in city blocks
- **Mid-frequency bands (2.5GHz)** – Transmits data faster but is targeted
- **Low-frequency bands (600 MHz)** – Transmissions reach a wider area

A Great Network Needs ALL Spectrum Bands

We're leveraging our spectrum holdings to deliver a broad and deep 5G network

We also plan to use our excess 5G capacity to provide in-home broadband Internet connections at speeds up to 500Mbit/s across 10 million US households by 2024, covering 52% of all US zip codes

99% with 5G
We already have the largest 5G network, and within six years, we'll provide 5G to 99% of Americans

Massive capacity
Over the next six years our capacity will increase 14x over what we have today

15x faster
Our network will be 8x faster than current LTE in just a few years, and 15x faster in the next six years–with about 450 Mbps nationwide average download speeds, compared to around 30-40 Mbps today

3.11 Roaming

This subsection is applicable to both WVS and WDS.

The Contractor must not charge for roaming within the Contractor's nationwide footprint.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.12 Security

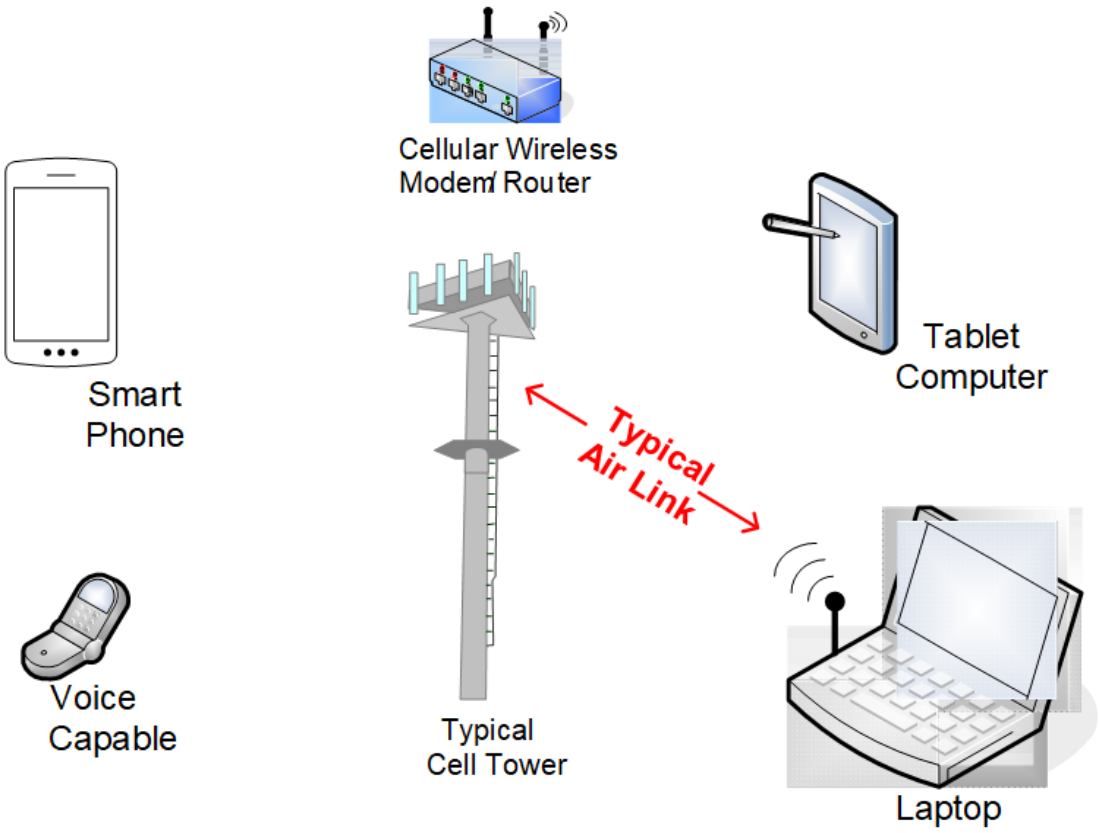
This subsection is applicable to both WVS and WDS.

The Contractor must ensure that all traffic is secured between the Customer's device and the Contractor's antenna/tower (i.e., the air link in Figure 1). Encryption across the air link is not required as long as the traffic transport method provides security equivalent to IPsec 56-bit strength. No wireless traffic transport is permitted that does not meet this minimum traffic transport security requirement.

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Security

Figure 1



In addition to the minimum security requirements elsewhere in this SOW, the Contractor must continually enhance its ongoing security features. The Contractor's security features must block unauthorized access into MFN and OEU networks and thwart potential attacks.

The Contractor must maintain physical, electronic, and procedural safeguards to protect the security of its internal systems as well as MFN and OEU networks. The Contractor must secure traffic by employing strong user authentication, making certain only authorized devices connect to the Contractor's wireless network, the MFN network, and OEU networks. The authentication process must associate the End-user to a particular device.

The Contractor must implement internal and external security procedures to guard its networks and applications against unauthorized access. The Contractor will provide DMS a copy of the Contractor's associated security procedures, or a generalized description deemed acceptable by the DMS Contract Manager, upon request.

The Contractor must perform fraud detection, monitoring, and prevention services consistent with industry common best practices on a 24x7x365 basis to reduce Customer vulnerability to fraudulent activities. Fraudulent calls will be the sole responsibility of the Contractor. DMS and its Customers will bear no responsibility for such calls, including, but not limited to, number theft by cloning, multiple calls at the same time, international calls on an unauthorized telephone, and calls to areas of known fraud. The Contractor shall proactively monitor calling volume and patterns. The Contractor shall immediately report unusual calling volumes and patterns to the Department and Customer, such as usage or cost doubling from the previous month. If fraud is detected outside of normal business hours, the Contractor will notify the Department's Product Manager and Customer via email. Should the Department or Customer declare such activity as fraudulent, the Contractor shall immediately deactivate the service.

Given the statements in this subsection:

1. Describe in detail how the Respondent's proposal will fulfill the minimum requirements of this subsection.

T-Mobile implements appropriate levels of traffic and data encryption relative to the classification of the data being protected, and has a stringent process to review new, existing, outdated, and compromised encryption methodologies.

Encryption policies have specific guidelines for the type of keys, algorithms, and codebooks used for data security. Each of these comes with details on what must be used, and the cybersecurity teams retain subject matter experts in this space to offer implementation guidance as necessary.

T-Mobile continually examines security risks looking for vulnerabilities and proactively looks for solutions to combat attacks.

T-Mobile utilizes network segments to "tier" applications in data. T-Mobile has segments for general access, PCI access, and sensitive data access. These environments are governed by specific access requirements separate from each other and are managed by firewalls segmenting in each area.

T-Mobile will provide DMS a generalized description and/or attestations of our security procedures upon request.

Due to their sensitive nature, we can't divulge all of our security methods and practices. However, we can disclose the following:

- T-Mobile requires up-to-date anti-virus software installed on all corporate computers and configured to scan them. This software cannot be disabled by the end user. Data is stored in an encrypted format on all computers. T-Mobile servers are backed-up on a regular basis, including storing encrypted data in off-site locations. Data backup intervals vary. Devices processed by our Business Operations groups are always flashed and wiped. This includes devices returned to the distribution centers within our warranty period. Corporate

devices are built according to a standard security configuration.

- T-Mobile has a formalized and documented Change Management policy. Changes are formally documented and requests are reviewed by the Change Control Board to ensure they meet business needs, are technically correct, and won't adversely affect services. Only changes approved by the Change Control Board are permitted (with the exception of changes required to remedy a service outage). Managers responsible for the system operations monitor those systems for unauthorized changes to their environment. Configuration management policy states that all proposed configuration changes must be because of a business need; be verified in the lab environment; and follow Change Management procedures for introduction into the production networks.
- All network traffic is monitored. We have network intrusion detection systems and monitoring capability in place with corresponding Incident Response Procedure that specifies actions to take upon notification of a security event. If vulnerabilities are found, they are reported to the appropriate system owners. To ensure vulnerabilities have been addressed, follow-up testing is conducted.
- T-Mobile requires segregation of duties, which includes prohibiting individuals from approving their own access and requiring management-level approval of all access, as well as reviewing and validating access requests. T-Mobile has a formal wireless access policy mandating a standardized secure level of authentication and encryption.

T-Mobile has various preventative and detective processes related to fraud at different points during the customer journey, including ongoing monitoring of T-Mobile's customer base for fraudulent activity and robust fraud performance reporting and analysis. This work is led by T-Mobile's Fraud Management department in conjunction with other T-Mobile departments such as Corporate Investigations and Credit Risk. In addition, T-Mobile has security controls in place to protect its customers, systems, and network from fraud. Each instance of suspected fraud is reviewed by internal systems or teams for confirmation. In the event suspected fraud is confirmed, T-Mobile will treat the account and/or transaction as appropriate for the type of fraud identified, up to chargebacks, terminating service, adding an individual to a negative file, or performing a criminal investigation in partnership with law enforcement. ~~T-Mobile does not communicate instances of suspected fraud to its customers and will only notify affected individuals in specific instances.~~

3.13 Reviews of the Contractor's Service

This subsection is applicable to both WVS and WDS.

DMS Test Accounts. Upon request from DMS, the Contractor shall provide up to ten (10) WVS accounts and associated devices (with voice and broadband feature functionality) and up to ten (10) WDS accounts and associated devices to allow DMS to test the Contractor's service. All test devices must be premium (highest functionality) devices. All test accounts and devices must be

configured to operate only on the Contractor's network throughout the continental United States. The Contractor must provide the test accounts and devices at no charge and with no limitations on DMS's use of the accounts and devices. DMS will administer the test accounts, including activating, deactivating, and supervising.

Customer Demonstration Reviews. Prior to making an initial order for service, Customers may request, and the Contractor will provide, wireless demonstration equipment (including airtime) for testing. All demo accounts and devices must be configured to operate only on the Contractor's network throughout the continental United States. Demo devices must be provided at no charge for thirty (30) Business Days. The Contractor will post on its portal the step-by-step procedures to obtain the demo devices. The Contractor shall coordinate directly with the Customer regarding demo accounts and devices.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14 Emergency Services

This subsection is applicable to both WVS and WDS.

The Contractor shall provide emergency services, a crucial aspect of MCS, as described in this section.

3.14.1 911/E911

The Contractor is required to fully comply with federal and State-mandated emergency service requirements, including 911 and E911 services.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14.2 Department of Homeland Security Programs

The Department of Homeland Security (DHS) Cybersecurity and Infrastructure Security Agency's (CISA) Emergency Communications Division (the Office) collaborates with the public and private sectors to ensure the national security and emergency preparedness communications community has access to priority telecommunications and restoration services to communicate under all circumstances. The Office manages the Government Emergency Telecommunications Service (GETS), Wireless Priority Services (WPS), Telecommunications Service Priority (TSP), and Next Generation Network Priority Service (NGN-PS) programs.

The Contractor must participate in at a minimum TSP, GETS, WPS, and NGN-PS in support of the State's emergency preparedness efforts. For additional information see https://www.dhs.gov/oec-communications-portfolio-management.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14.3 Emergency Support Function 2

Background. DMS provides communications assistance during emergencies and disasters. DMS is the lead agency for communications under direction of the Florida Division of Emergency Management. Section 282.702(7), F.S., directs DMS to cooperate with any federal, state, or local emergency management agency in providing for emergency communications services.

DMS is the first point of contact for telecommunications service providers for equipment and services coordination to provide communications support statewide before, during, and after emergencies or disasters. The National Response Framework is part of the United States National Strategy for Homeland Security, which details fifteen (15) Emergency Support Function Annexes. In Florida, the DMS Emergency Support Function 2 (ESF-2) consists of a dedicated team of telecommunications professionals with expertise in radio systems, voice/data/network communications, and project management.

The Contractor is required to participate in ESF-2 activities and respond to the needs of the State. The Contractor shall ship the specified quantity (up to 100 of each type (basic, Smartphone, MiFi, USB) requested) of activated wireless (WVS and WDS) devices within twenty-four (24) hours of receiving the ESF-2 request, and deliver within forty-eight (48) hours. The devices will be delivered at Contract costs, with the only additional cost being reasonable expedited shipping. The Contractor shall use commercially reasonable efforts to deliver devices to any accessible (officially ordered safe to enter) location within the Contractor's service area as directed by ESF-2.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.15 Contractor's Service Delivery Costs

This subsection is applicable to both WVS and WDS.

The Contractor will not charge the Department or Customers for service delivery or infrastructure costs. The Contractor can only charge for services and equipment contemplated in the EUPL, Vendor's Device List, and the Contract.

There will be no costs to activate a service or device. Customers may cancel service at any time without any costs.

The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.16 Highly Available and Highly Reliable Design Characteristics

MCS functionality provides support for mission-critical agency Customers. The Contractor shall provide infrastructures, hardware, software, and processes designed to be HA/HR, by, at a minimum:

1. Providing designs to eliminate single points of failure, including minimal convergence times.
2. Utilizing redundant (or backup systems) hardware and software providing continuous availability when a critical component fails or is removed from service for maintenance.
3. Utilizing automated interactions between systems or services to detect when a component has failed.
4. Utilizing multiple physical data paths within an infrastructure to eliminate a potential impact on performance when a path fails or is taken out of service.
5. Utilizing equipment with dual power supplies plugged into separate sources of power, which may include the use of a generator for backup power.
6. Maintaining the entire MCS infrastructure at normal operational functionality and not permitting anything to impact performance, regardless of cause.

Given the statements in this subsection:

2. Describe in detail the proposed offering for this subsection, addressing the design objectives listed above.
3. Describe how the Respondent will provide validation of their HA/HR design to DMS allowing DMS to perform Contract oversight.

[Enter the response here - 500 words]

T-Mobile uses industry standard practices to maximize network availability, and we recognize that even mission critical networks will have a finite (non-zero) risk of outage. We take network reliability seriously, and have used state-of-the-art simulation tools like BlockSim to inform key decisions and investments.

We have end-to-end practices that build reliability throughout our entire network, for example:

- Multiple radios/antennas/frequency bands at each cell site
- Battery backup at cell sites, and generators at select mission-critical sites (subject to compliance with local laws)
- Multiple mobile switching offices (MSOs) in geographic regions, (e.g., three in the state of Florida)
- Redundant resource pools shared across MSOs (e.g., six regional pools nationwide for traffic gateways)
- Dual entrance facilities (i.e., multiple physical paths) for diverse transport in/out of MSOs
- Hardening requirements of MSOs varies by geography, but include power resiliency through the use of both battery and generator backup.

~~If chosen by DMS as the trusted delivery partner, o~~Our network technology engineering and operations teams will work in good faith to provide the appropriate level of detail required for DMS contract oversight.

3.17 Reports, Updates, and Notifications Requirements

This subsection is applicable to both WVS and WDS.

DMS requires the following reports and data, at a minimum, to accomplish Contract oversight. All reports are to be provided at the enterprise level (i.e., for all Customers that utilize this Contract) and shall exclude any information regarded as Customer Proprietary Network Information (CPNI). Should the Contractor provide the reports through a portal, dashboard or other self-managed web-based tool, the Department's access must allow enterprise reporting.

1. The Contractor shall provide reports, updates, and notifications in accordance with the following section and subsections of this SOW:
    a. Monthly SLA Compliance Report, SLA-B3 (Subsection 3.18.5)
    b. Monthly Escalation Activity Report, SLA-B4 (Subsection 3.19.1)
    c. Quarterly Zero Usage Report, SLA-B5 (Subsection 3.19.2)
    d. Escalation Procedure and Escalation Procedure Updates, SLA-B6 (Subsection 3.19.3)
    e. Notifications, SLA B7, B8, B9 (Subsection 3.19.4)
    f. Weekly Transition Status Reports during Transition (Subsection 3.24)
    g. Project Status Report, SLA-D3 (Subsection 3.26.2.3)
    h. Incumbent Contractor Weekly Migration Report, SLA-D7 (Subsection 3.26.5)
    i. Monthly Public Safety Service Plans and Devices Report, SLA-E1 (Section 4)
    j. Direct-Billed Accounts Monthly Report, SLA-G2 (Subsection 6.4)
    k. Direct-Billed Accounts Quarterly Report, SLA-G3 (Subsection 6.5)

2. The Contractor shall provide any of the items below upon request from the Department:
    a. Identification and validation of products/services and rates;
    b. Compilation of statistics on products/services from a high level to a detailed level;
    c. Inventory of devices;
    d. Services and devices trend information;
    e. Identification and validation of Contractor's Customer billing (to include all charges, service taxes, surcharges, refunds, and adjustments); and
    f. Ad hoc reports, for data and information that is available and accessible to Contractor which will be at no cost and include a report delivery timeframe within two (2) Business Days of receipt of request, unless due to the amount of data required, DMS grants a longer timeframe after discussion with the Contractor.

Given the statements in this subsection:
Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.

[Enter the response here – 250 words]

The T-Mobile Project Manager will be responsible to collect and present the required reports, updates, and notifications listed above, in accordance with the final agreed upon format and timeframe.

T-Mobile can provide each of the listed reports with ~~the exception of~~ the following clarification:

~~b. Monthly Escalation Activity Report, SLA-B4 (Subsection 3.19.1). There is no single point of entry for escalations or tool to capture and report on each contact. Therefore, T-Mobile will not be able to produce a comprehensive report on escalation activity. T-Mobile will work with the State to develop the escalation procedures for unresolved network issues, Customer issues, or general concerns. T-Mobile will also provide and maintain contact lists for each escalation path, as required in d. Escalation Procedure and Escalation Procedure Updates, SLA-B6 (Subsection 3.19.3).~~

~~e. Notifications, SLA-B7, B8, B9 (Subsection 3.19.4). Contractor is requesting additional negotiations on outage notifications including but not limited to how far in advance the notifications are sent, how the notifications are received and content of notifications.~~

~~i~~h. Incumbent Contractor Weekly Migration Report, ~~SLA-D14~~SLA-D7 (Subsection 3.26.5)

Contractor will not include non-State agencies that opt to purchase under a different contract vehicle with Contractor in the Incumbent Contractor Weekly Migration Report.

~~j. Non-incumbent Contractor Weekly Migration Report, SLA-D15 (Subsection 3.26.5).~~

~~Contractor will not include non-State agencies that opt to purchase under a different contract vehicle with Contractor in the Non-incumbent Contractor Weekly Migration Report.~~

~~k. Monthly Public Safety Service Plans and Devices Report, SLA-E1 (Section 4). T-Mobile is unable to report by customer type (general user vs. public safety user).~~

In regard to part 2 of this requirement, T-Mobile can provide the State with the required information with the following clarifications:

- 2 c ~~– An inventory of devices is available through self-serve reporting functionality in the portal. Please note, the portal will display and report user device information, however, if SIM swap has occurred or the user has a BYOD device, the device details may not always be current. T-Mobile will not be able to provide information or details that are not available~~ Contractor will indicate “SIM Only” (or similar language) on the inventory of devices report for BYOD devices.
- 2 f ~~– Ad hoc reports need to be mutually agreed upon and may require additional time to prepare.~~ The State will have some ability to generate ad hoc reports through self-serve reporting functionality of the T-Mobile portal.

3.18 Service Level Agreement Operational Process

This subsection and all sub-subsections are applicable to both WVS and WDS.

3.18.1 General SLA Requirements

1. The Contractor will pay SLAs by giving the Department a credit in the amount owed. If it is the last billing cycle of the service and credits exceed any payment due to the Contractor, the Contractor will refund the amount due in the form of a check.
2. SLA credits restart each month based on the review process and monthly billing cycle.
3. Unless there is an explicit reference to “business days,” all SLA credits are applicable based on calendar days. A calendar day starts at 12:00 AM and ends at 11:59 PM, Eastern Time.
4. All SLA credits are payable to DMS.
5. The billing reconciliation for SLA violations takes place once final determination of SLA credits has been completed.

3.18.2 Reporting and Review

1. Each month, the Contractor, its subcontractors, and DMS participate in a review and scrubbing of all data related to SLAs. Based on this review, credits are developed.
2. DMS is not required to explicitly request or otherwise initiate the SLA review and validation process in order to receive SLA credits.

3.18.3 SLA Holds

1. If time is a factor in the calculation of the SLA, the SLA clock may be suspended, in the Department’s discretion, if the Contractor has documented in its ticketing system at least one (1) of the reasons listed below:

a. The Customer provided incorrect information in its order, including an incorrect address.
b. The Customer did not attend a confirmed scheduled appointment.
c. The Customer was unresponsive to calls or emails.
d. A site readiness requirement was not fulfilled by the Customer.

2. The SLA clock may also be suspended as identified in Attachment C – Service Level Agreements.
3. The Contractor shall troubleshoot to the fullest extent feasible, whether or not the SLA clock is suspended.

3.18.4 Contractor SLA Accountability

1. SLAs apply regardless of whether the violation was a result of human error, poor engineering design, tardy dispatch, dispatch without required repair or diagnostic tools, exceeding the scope of an approved maintenance change request that causes performance degradation (deterioration in quality, level, or standard of performance of a system, service, feature, or functionality), or any other reason.
2. With the exception of the Contractor's failure to provide the requisite notice (see Section 3.19 Item 4), SLAs will not apply during scheduled upgrade or maintenance windows (including emergency scheduled maintenance). SLAs will apply for all other service element impacts during and after the scheduled maintenance window.
3. DMS will make the final determination on the Contractor's compliance with SLAs.

3.18.5 Compliance Report

1. The Contractor shall deliver a timely and comprehensive SLA Compliance Report on a monthly basis. The Contractor shall provide backup detail (justification) to DMS upon request. Final acceptance of this report is at the sole discretion of the DMS Contract Manager. The report will be provided to the DMS Contract Manager. **Attachment C, SLA-B3.** The SLA Compliance Report must:
   i. allow DMS to assess performance against measurable service levels;
   ii. include all SLAs in Attachment C – Service Level Agreements;
   iii. state "N/A" for SLAs for which no services have been delivered during the Implementation Phase;
   iv. not be locked or password protected;
   v. include adequate documentation, as determined by the Department, to demonstrate the Contractor's reported monitoring; and
   vi. will be coordinated with the Contractor and approved by DMS with regard to format, content, and level of detail.
2. If the SLA Compliance Report fails to accurately reflect an SLA violation, additional information may be utilized by the Department in determining SLA compliance in the Department's sole discretion.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.19 Customer Support

This subsection is applicable to both WVS and WDS.

The Contractor shall provide the following to the Department's designated recipient(s):

1. Monthly Escalation Activity Reports. This report must be provided on a monthly basis and detail the number of calls and emails related to requests for escalation assistance for technical and administrative support. The format must allow DMS to understand the relative importance of the issues within the escalation queue. Relative importance could be determined by the number of devices impacted or the length of time the Customer has been attempting to obtain a resolution to the issue. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B4.**
2. Quarterly Zero Usage Reports. This report must include a high-level summary of End-user devices that show no usage (i.e., zero minutes, zero texts, and zero data) for three (3) consecutive months. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B5.**
3. Escalation Procedure and Escalation Procedure Updates. This procedure must be developed and employed for unresolved network issues, Customer issues, or concerns that are not addressed in a timely manner. The procedure must include names, titles, phone numbers, and email addresses of contacts in the Contractor's escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved issues or issues that have been outstanding for more than ten (10) business days. Escalation procedures are to be updated by the Contractor when either DMS or the Contractor identify the need for an update. **Attachment C, SLA-B6.**
4. Notifications. Electronic notifications are required in advance of planned maintenance during instances of significant service impact, including performance degradation, over a generalized area. **Attachment C, SLA-B7.**

   Electronic notifications are required for emergency and unplanned outage activities when the activity may cause a significant service impact, including performance degradation, over a generalized area. Notifications must include an impact statement, date, time, reason for emergency or unplanned outage, and duration if available. The reason for emergency or unplanned outage and duration may be sent in a follow-up notification. Changes to the estimated duration should also be sent (if available). **Attachment C, SLA-B8 and SLA-B9.**

5. Customer Support Team. The Customer Support Team shall address situations on a daily basis that have not been addressed within the customer support processes.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the process which will allow DMS to support its Customers and End-users with timely notifications.
3. Describe the corporate commitment to providing DMS the information it requires for notifications on significant performance impacts to WVS and WDS.
4. Describe the corporate commitment to providing DMS the necessary Customer Support Team staffing (resources) for escalations to address situations not readily addressed within the operational processes.
5. Describe the use of an escalation procedure related to situations which have not been addressed within the normal customer support processes.

[Enter the response here as needed to provide a complete response]

T-Mobile will deliver the required reports, updates, and notifications listed above, in accordance with the final agreed upon format and timeframe, with the following clarification:

~~T-Mobile is unable to provide 1. Monthly Escalation Activity Report because there is no single point of entry for escalations or tool to capture and report on each contact T-Mobile will not be able to produce a comprehensive report on escalation activity.~~ T-Mobile will work with the State to develop the escalation procedures for unresolved network issues, Customer issues, or general concerns. T-Mobile will also provide and maintain contact lists for each escalation path, as required in 3. Escalation Procedure and Escalation Procedure Updates.

Notifications

~~T-Mobile is prepared to provide the State with proactive service impacting planned and emergency maintenance notifications. The notifications will contain pertinent information regarding the maintenance before the maintenance begins.~~

~~T-Mobile is prepared to provide electronic notification promptly after beginning of significant service impact. The notifications will contain information identifying the geography and services affected. Updates will be provided throughout the event and upon resolution.~~

~~T-Mobile would like to further discuss how far in advance the notification are sent, how the notifications are received, and content of notifications.~~

T-Mobile will provide electronic notifications in advance of planned maintenance during instances of significant service impact, including performance degradation, over a generalized area.

T-Mobile will provide electronic notifications for emergency and unplanned outage activities when the activity may cause a significant service impact, including performance degradation, over a generalized area. Notifications will include an impact statement, date, time, reason for emergency or unplanned outage, and duration if available. Changes to the estimated duration may also be sent (if available).

T-Mobile Customer Support

T-Mobile Customer Support will provide the State with a personalized, seamless experience that makes it easy to do business with us. Our team of experts will help you with all your wireless needs, from answering questions about your bill to partnering together to find new ways to help make your business more productive and efficient.

A few examples of what a Dedicated Expert can do for your business:

Account Support

- Plan + feature changes
- Phone number maintenance
- Billing + service questions
- Warranty Replacement
- Credit Card Payments
- Voicemail Assistance and Password Resets
- Lost/Stolen Device Suspension
- SIM Card Swaps

Account Reports + Summaries

- Rate plan analysis and optimization
- One-page bill summary
- Breakdown of phone numbers, charges, and order information
- Usage information

Troubleshooting

- Basic voice and data issues
- Connect with our award-winning customer support at 1-800-937-8997 or BusinessCare@T-MobileSupport.com.

Your Care team consists of, and is backed by, highly trained experts who work together with your Account Team, so we've always got you covered.

3.20 Contractor's MCS Portal

This subsection is applicable to both WVS and WDS.

The Contractor shall provide an easy-to-use MCS portal that allows Customers to manage their End-user WVS and WDS devices, device management, and associated services. At a minimum, the portal must allow Customers' designated administrators to view the specifics of and add,

change, and cancel devices and services. As changes are made, corresponding billing changes must take place automatically.

The Contractor is responsible for the general content and management of and for hosting the portal. All MCS-specific content must be approved in writing by the DMS Product Manager before publication.

The Contractor's MCS portal must include, at a minimum:

1. service definitions;
2. available features and options;
3. training materials;
4. product support information;
5. ordering procedures;
6. user guides;
7. equipment definitions and specifications;
8. maintenance information;
9. product configuration options; and
10. may include other information as mutually agreed to and approved in writing by the DMS Product Manager, such as whitepapers and diagrams.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

[Enter the response here - As needed to provide a complete response]

The T-Mobile portal provides the State with a wide range of functions including an online shopping cart, purchase order management, account maintenance, and robust usage and billing reporting. All online shopping and reporting features reflect current and applicable contract terminology and pricing. Here are several specific features that are available:

Procurement Specialties

- Repeat Orders
- Bulk Orders
- Complete Porting, including Data Selection
- Rate Plan Chooser
- Rate and Feature Code Selector
- Department/Sub-Account Creation
- Account Chooser (for managing multiple accounts)
- Extra Data Field for Reporting (Contract#, Task Order#, Accounting Codes, Employee ID, etc.)
- Equipment ~~P~~payment methods: Bill-to-BAN, PO, Credit Card

Activation Specialties

- Purchase Order Funding Document Review, Prior to Order Fulfillment
- Customized Order Email Generator/Notification
- Upgrade and New Specialized Email Instructions
- SWAP Automation via Emails
- Specialized Device Activation Instructions
- Flip Flops, SIM Activation/Deactivation
- Seasonal Plan Automation function (automate scheduling on/off)
- Feature Additions
- Upgrades
- Replacements

Self-Service Management

- Audit Trails
- Account History
- Complete Reporting Engine
- Moves Adds Changes Deactivations (“MACD”)
- Change Features
- Change User Names
- Change Data Fields
- Account-to-Account Transfers
- Department-to-Department Transfers
- International Add-On and Blocking
- Identification of Anomalies
- Identification of Overages
- Access and Feature Control by Individual
- Call Detail (request BAN-level call detail records)
- Device Password Changes
- Lost/Stolen Device Management
- Billing Account Address Changes
- Device Pricing Optimization
- System Access and Information
- Hierarchy Management

Reporting and Device Pricing Optimization

Our Government Order and Reporting Portal provides a host of robust “Billing Reports” to help meet the complex contract reporting requirement of state and local governments.

One example is “Exceptions-Based” reporting, which can track zero data usage. The online reporting feature can provide analysis organized by account level, department level, or unit level. The purchase order management and reporting system translates T-Mobile pricing and carrier terminology into contract definitions in compliance with contract reporting guidelines.

Other reporting includes:

- Electronic Invoice Emulation
- Custom Invoice PDF – Will look just like the T-Mobile invoice but will allow you to download it with the custom fields you need as well as user-defined fields.
- Payment History
- Device Charges and Usage by Sub-Account

- Rate Plan Charges and Usage by User
- Extensive Usage Reporting (minutes, text, etc.)
- International Cost and Usage Reporting
- Exception Reporting for Zero Usage on Phones and Data Cards
- Reporting for Directory Assistance
- Exception Reporting for Text Messaging Outside of Contract Rate Plan Allotments
- Charts/Optimization Dashboard
- Account Billing Summary Report (ABSR)
- Unbilled Usage

Please note, the portal will display user device, however, if SIM swap has occurred or the user has a BYOD device, the device details may not always be current.

Whitepapers and diagrams are currently not supported in our portal.

There are no limits on the number of administrators the State may have in the portal.

3.21 Devices

This subsection is applicable to both WVS and WDS.

The Contractor must provide all applicable software and firmware for each device offered under the Contract and corresponding support. The Contractor must provide a link to the manufacturer's website where Customers can download current software updates/releases and software version release notes. The Contractor must work with the Customer and make a device recommendation based on a case-by-case analysis of the intended use of the device. All devices offered under MCS must be certified by the Contractor to operate with the performance parameters claimed by the manufacturer. The Contractor will remove any device that does not meet the manufacturer's and the Contractor's performance claims from the Vendor's Device List.

1. Excluding activations involving number portability, the Contractor shall ship in-stock devices (including replacement devices) activated, registered, and ready-for-use.
2. If the Contractor is unable to ship in-stock devices, or if a device is out-of-stock, the Contractor must notify the Customer.
3. Account changes made in the MCS portal will display automatically in the portal and may take up to one (1) Business Day to be fully processed in the billing system with the exception of:
    a. devices that are out of stock or otherwise unavailable;
    b. account changes involving number portability;
    c. account changes with 1,000 lines of service or more should be made within three (3) Business Days.
4. Account changes made by phone or email should be processed within two (2) Business Day with the exception of:
    a. devices that are out of stock or otherwise unavailable;

   b. account changes involving number portability;
   c. account changes with 1,000 lines of service or more should be made within three (3) Business Days.
5. Shipping and handling fees are the responsibility of the Contractor, except for emergency and/or expedited orders. During the ordering process, Customers have the ability to approve related expedite fees prior to shipment. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the Customer.
6. The Contractor shall provide credit and/or replacement for freight-damaged or defective items and replace the items within two (2) Business Days after notification by the Customer. The Contractor shall provide expedited 24-hour delivery as requested by the Customer for new, replacement, and upgrade devices.
7. The Contractor may invoice the Customer an expedite charge.
8. The Contractor will be responsible for the credit and/or replacement of any freight-damaged or defective products at time of delivery. The Contractor shall not require the Customer to deal directly with the manufacturer. Within five (5) Business Days of a Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for the item's return.
9. The Contractor must accept returns of items shipped in error and credit the Customer for the full amount. Within five (5) Business Days of the Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for returning the item. Delivery of correct items will be at no cost to the Customer.
10. The Contractor shall not impose any restocking fee under any circumstance.
11. Device provisioning errors must be corrected by the Contractor.
12. The Contractor shall not provide salvaged, distressed, outdated, or discontinued merchandise.
13. The Contractor shall obtain and pass through to the Customer any and all warranties obtained or available from the manufacturer/licensor of the cellular product.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.

[Enter the response here – 250 words]

T-Mobile offers a wide range of voice and mobile internet solutions, including a comprehensive smartphone and tablet portfolio, right-fit rate plans, and flexible services.

We use over-the-air (OTA) updates to install firmware, deploy new operating systems and initialize devices for use on our network.

T-Mobile is regarded as among the most demanding carriers in the industry about device certification. The certification requirements are confidential but are designed to ensure that

only devices with the best voice quality, hardware reliability and easiest user interface are brought to market.

We have an extensive terminal testing, evaluation and certification program. It substantially augments existing PCS Type Certification Review Board (PTCRB) processes – a third party testing system administered by the Cellular Telephone Industry Association (CTIA). This is to help maintain the highest possible standards for reliability and ease of use. Testing, evaluation and certification policies/programs may be changed at our discretion. ~~For more information on PTCRB testing, visit: http://www.ptcrb.com.~~

T-Mobile will ship in-stock devices (including replacement devices) activated, registered, and ready-for-use. If a device is out-of-stock the Customer will receive an email confirmation stating timeframe back ordered devices will ship.

Portal transactions will be processed ~~within 2 business days~~ in accordance with this SOW subsection.

Standard shipping is available at no cost, expedi~~a~~ted shipping is available upon request and may include a separate shipping fee.

Freight-damaged or defective items will be credited or replaced within two (2) Business Days after notification by the Customer under most circumstances, barring any device availability issues. Replacement devices can be expedited, a separate shipping fee may apply.

The State will deal directly with T-Mobile on freight-damaged or defective items. T-Mobile will provide a pre-paid UPS return label for customer to return devices within 30 days of receipt.

T-Mobile for business does not charge re-stocking fees.

T-Mobile will pass through to the Customer any and all warranties obtained or available from the manufacturer/licensor of the cellular product.

3.22 Cooperation with Other Contractors

This subsection is applicable to both WVS and WDS.

The Contractor must fully cooperate with DMS, Customers, and other contractors providing telecommunications services to the State. The Contractor must not commit or permit any act which will interfere with the performance of work by any other Contractor or Customers.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

2. Describe the corporate commitment to interact and work collaboratively with other Contractors and subcontractors, creating a team of SUNCOM service providers.

[Enter the response here - 100 words]

T-Mobile will fully cooperate with DMS, Customers and other contractors providing telecommunications services to the State by sharing appropriate information and responding to inquiries to support the State wireless users and support teams.

T-Mobile understands and is committed to the team of SUNCOM service providers – focused on meeting the State's wireless goals and reducing pain points that could interfere or impede the performance of work by any other Contractor or Customers.

3.23 Customer Migration

This subsection is applicable to both WVS and WDS.

This subsection addresses the migration to services under this Contract. **Attachment C, SLA-B10.**

The Contractor shall:

1. Provide all reporting activities listed in SOW subsection 3.26.5, Project Management – Implementation Plan and Customer Specific Migration Plans.
2. Assist as necessary to migrate existing MCS Customers to this Contract.
3. Not charge any non-recurring charges as part of the migration.
4. Not charge for service activations and SIM cards.
5. Provide end-users with the option to maintain their existing cellular device(s) and/or phone number(s) at no charge provided that the existing device can be unlocked and is compatible with Contractor's network.
6. Coordinate and communicate with DMS and Customers throughout all aspects of the migration.
7. Complete the migration for State Agencies in one-hundred and twenty (120) calendar days. Complete the migration for OEUs in one-hundred and eighty (180) calendar days.
    a. Migration commences with DMS acceptance of the Services Infrastructure Checklist and ends when all current MCS Customers are identified as either migrated or no longer receiving services from the Contractor.
    b. Migration does not include new Customers (non-current MCS Customers), Customers changing their services after migration, or non-State agencies that opt to purchase under a different contract.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

[Enter the response here – 1,000 words]

T-Mobile acknowledges we understand and will comply with the expectations listed in requirement 3.23.

T-Mobile will provide all reporting activities listed in 3.~~27~~26.5(1)(b) and 3.~~27~~26.5(1)(c).

We will assist as necessary to migrate existing MCS Customers to this Contract. However, please note that migration will not include new Customers (non-current MCS Customers), Customers changing their services after migration, or non-State agencies that opt to purchase under a different contract vehicle with Contractor.

T-Mobile does not charge for our migration services.

There is no charge for service activations and SIM cards.

End-users have the option to maintain their existing cellular device(s) and/or phone number(s) at no charge. Please note the device would need to be both unlocked and compatible with T-Mobile's network. Once that is confirmed, a T-Mobile SIM can be entered into the device so it will connect with our network.

T-Mobile will work with the State agencies to complete the migration in one-hundred and twenty (120) calendar days. With respect to the OEUs, ~~T-Mobile will work to migrate within the 120 days, however, the timeline is dependent on the OEUs agreeing to migrate~~ the migration will be completed within one-hundred and eighty (180) calendar days.

3.24 Transition for Future Iterations of this Service

This subsection is applicable to both WVS and WDS.

This subsection defines requirements associated with the end of the Contract to transition to the replacement contract for future iterations of these services or similar services.

The Contractor shall provide transition duties until all Customer services have been transitioned, migrated, or discontinued and the Contractor has billed Customers their final invoices and resolved all disputed charges.

The Contractor shall develop and implement a transition plan and perform all tasks identified in the plan in a timely manner to mitigate service disruptions (see subsection 3.23).

The Contractor shall participate in meetings with the State, Customers, and other service provider(s) as reasonably required by the State in planning for the transition.

There shall be no additional cost to DMS or Customers for transition activities.

The Contractor shall timely and consistently coordinate and communicate with DMS and Customers, and other service providers, throughout all phases of the transition to ensure an orderly and efficient transition of services to any replacement contract.

The Contractor will be required to perform end-of-service transition activities, which may take place at any time during the Contract term, and end-of-Contract transition services prior to the expiration or termination of the Contract. The full transition of existing services to replacement services and contracts is hereby explicitly made a criterion for completing the Contract Transition Plan.

Upon request by DMS, the Contractor will be required to submit a transition plan for services within sixty (60) days with sufficient detail for DMS's review and approval. DMS reserves the right to request modifications. The plan must include and describe in detail:

1. How the transition will be accomplished in the least disruptive way.
2. The Contractor's commitment to continue to provide services and Contract resources under the existing terms and conditions of the Contract during the transition, including any restrictions and/or limitations.
3. The Customer impact and the Contractor's commitment to minimizing any impact (e.g., business needs, complexity of service, services impacted by special programs, etc.).
4. Identification of tasks dependent upon the State's data or resources.
5. Identification of all Customers by service type and unique product identifier.
6. Plan for transparent transition of services to support the continued billing, collection, and remittance of cost recovery rate for services.
7. Use of industry-accepted project management methodology throughout the transition process.

Overlapping services may be required when transitioning from one large infrastructure to another, and transition may take multiple years to complete. DMS will not be obligated to maintain Contract services for any set number of users or locations during the transition.

The Contractor is required to work with DMS, Customers, and any other DMS contractor as expeditiously as possible in order to transition.

The Contractor agrees to:

1. Cooperate with all entities to ensure an orderly and efficient transition of services. These efforts include taking all necessary steps, measures, and controls to ensure minimal disruption of services during the transition.
2. Maintain staffing levels that are sufficient to handle a smooth, complete, and expedient transition.

3. Transfer all applicable knowledge, including, but not limited to, the devices, software, and third-party Contract services.
4. Provide all data related to the delivery of services, requested by DMS, that is not a tangible or intangible licensed product that existed before Contract work began. The Contractor shall bear the burden of proving existence before Contract work began, including, but not limited to, databases and other repositories of information (for example, operational, user, and administrative information).
5. Upon request, promptly deliver to DMS, whether or not previously made available, all up-to-date guides, manuals, and training materials including operational, user, administrative, and any other guides and procedures the Contractor follows. All documentation created for the purpose of supporting, operating, maintaining, upgrading, and enhancing services, including, but not limited to, design documents and device configurations for services, shall be promptly delivered to DMS upon request, whether or not previously made available.
6. Assist DMS and any other DMS contractor with the planning and installation of any services to facilitate business continuity.
7. Respond promptly and completely to all questions related to the transition.
8. Provide all services and functions necessary for a complete, smooth, and expedient transition.
9. Assist the Department with the installation of network-to-network connections to facilitate continuity for MCS sites. Network-to-network connections will be paid for by the Department.

At the time DMS initiates the transition plan, the Contractor shall provide the DMS Contract Manager a weekly Transition Status Report. The report shall include all impacted Customers. The format, content, and level of detail must be approved by DMS.

After each End-user service transition is completed and the transition status and the billing account status both achieve 100% completion on the Transition Status Report for two (2) consecutive weeks, the Contractor may delete the service line item from the next weekly Transition Status Report.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.25 Contractor Meetings with DMS

This subsection is applicable to both WVS and WDS.

This subsection includes requirements applicable to subsections 3.26.1 through to and including 3.26.4.

The Contractor is required to attend all meetings referenced in this section plus ad hoc meetings as DMS deems necessary. Meetings will be held either at the DMS offices in Tallahassee, Florida

or virtually. DMS may, at its sole discretion, require the Account Manager and other Contractor's staff attend the meeting in person or allow remote attendance via a mutually agreed-upon conferencing service. For virtual meetings the Contractor will be responsible for providing the video conference call bridge.

For all meetings referenced herein, the Contractor is responsible for the business and administrative tasks associated with the meetings, including, but not limited to, creation of a meeting agenda developed in conjunction with DMS, preparing of any materials, meeting minutes, and other meeting planning efforts. SLA violations include, but are not limited to, inadequate participation of required staff and inadequate preparation. Meeting preparation must include background materials and reports.

3.25.1 Weekly Conference Call

The Contractor shall initially participate in a weekly conference call with DMS to discuss and provide status updates on all open or unresolved issues in the escalation queue. It is the responsibility of the Contractor to coordinate and initiate the call at a time acceptable to the Department's staff. The call frequency is expected to be modified by DMS to monthly or quarterly during the initial Contract term, which is in DMS' sole discretion and dependent on implementation and migration.

3.25.2 Monthly Operational Meetings

The Contractor is required to hold monthly meetings with DMS to review and audit, at a minimum, customer support, escalations, security, and SLA reporting services. These meetings may include, but are not limited to, discussions of the network and all of its services, review of operational concerns, technical updates/changes, SLA Compliance Report, Escalation Activity Report, Direct-Billed Monthly Report, Direct-Billed Quarterly Report, security, policy, design, and administrative topics. While there will be discussions of current and future services, these meetings are not sales meetings. Agendas for these meetings will include operational and administrative items, including, but not limited to, review of operational concerns, reviewing and auditing phone tree accuracy, updates to the staff notification process, and any proposed operational changes.

3.25.3 Project Management Monthly Review Meetings

The Contractor is required to hold monthly meetings with DMS for project management during the Project Implementation Phase. **Attachment SLA-C1.** The Project Implementation Phase starts with DMS acceptance of a completed Services Infrastructure Checklist. The Contractor will set the agendas for these meetings, which will include, at a minimum, details of the previous period's achievements, the progress on upcoming and existing activities, changes, identified risks and recommendations to mitigate risk, forecasts, project progress, a list of discussion points, and action items with the associated responsible party and due date.

3.25.4 Project Implementation Phase – Project Kickoff Meeting

The Project Kickoff Meeting will take place during the Project Implementation Phase within thirty (30) days of Contract execution. **Attachment SLA-C2.** The agenda for this meeting will include, at a minimum, introductions, review of staffing roles, and review of project scope. The Contractor's Key Required Staff are required to attend the Project Kickoff Meeting.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.26 Project Management

This subsection is applicable to both WVS and WDS.

The Contractor must provide project management services in accordance with the DMS regulations set forth in Chapter 74-1, F.A.C., for Project Management.

All Project Management documents must be submitted as either a Microsoft Word 2016 (or higher) document or Adobe pdf. The Project Management Implementation Schedule shall be submitted as a Microsoft Project document. All project management documents will be submitted to the DMS Contract Manager.

The following subsections contain the minimum requirements for MCS Project Management:

3.26.1 Project Management - Project Management Plan and Disaster Recovery Plan

1. The Contractor shall create a Project Management Plan (see **Attachment C, SLA-D1**). The Project Management Plan must describe how the project is monitored, controlled, and executed. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

   The plan listed below is an additional component of the Project Management Plan. However, the plan listed below is a deliverable separate from the Project Management Plan and subject to final acceptance by DMS.

2. Disaster Recovery Plan. (See **Attachment C, SLA-D2**.) The Contractor must deliver a detailed Disaster Recovery Plan and associated plans that outline a disaster recovery methodology, backup procedures, recovery plan, restoration plan, rebuilding process, testing of the disaster recovery plan and record of plan changes. The plan will include the following, at minimum:
   1. Plan Objectives.
   2. Assumptions.

3. Definition of Disaster.
4. Recovery Teams.
5. Team Responsibilities.
6. Internal and External Communications.
7. Federal, State, Local Roles and Responsibilities.
8. Services Restoration.
9. Support Timeline.

3.26.2 Project Management - Implementation Phase

The Project Implementation Phase starts after DMS acceptance of the Project Management Plan and ends with DMS acceptance of a completed Services Infrastructure Checklist. The Project Status Report, described below, is a deliverable that must be submitted to, and accepted by, the DMS Project Manager.

1. Project Status Report. The Contractor shall create Project Status Reports. **Attachment C, SLA-D3**. The Contractor must provide bi-weekly Project Status Reports, which are due via email to the DMS Contract Manager each Thursday by 5:00 PM Eastern Time, and must include:
    a. Project schedule.
    b. A narrative description of significant project activities that have been conducted or are underway.
    c. The progress-to-date on project activities.
    d. An explanation of any tasks/activities that are behind-schedule and a plan to bring them current.
    e. Notification of issues or risks that have been encountered and their resolution or plan for future resolution.
    f. Upcoming deadlines.

3.26.3 Project Management - Guides

The Contractor shall create the following two (2) guides. These guides are deliverables subject to final acceptance by DMS. The Contractor shall update the guides when necessary as determined by either DMS or the Contractor. **Attachment C, SLA-D4.**

1. WDS and WVS Operations Guides. The Contractor shall create and maintain one (1) WDS and WVS Operations Guides describing the operational relationship between the Contractor and DMS. The guides must establish procedures to be followed by the Contractor while delivering services. This includes engineering, operational, and business processes for service delivery. At a minimum, the guides must include ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.

2. WDS and WVS User Guides. The Contractor shall provide one (1) WDS and WVS User Guides that provide a set of instructions for the End-user. The User Guides must also contain device specifications, such as a recommendation of number of simultaneous users that each device can support.

3.26.4 Project Management - Closure

The Contractor shall create project closure documentation. (See **Attachment C, SLA-D5**.) The project closure documentation must include a lessons learned document, final schedule, and retrospective of the project.

3.26.5 Project Management - Implementation Plan and Customer Specific Migration Plans

1. Implementation Plan. The Contractor must submit a detailed Project Implementation Plan to the Contract Manager. (See **Attachment C, SLA-D6**.) The Implementation Plan must address all activities in the Project Implementation Phase, which starts after the acceptance of the Project Management Plan and ends with DMS acceptance of a completed Services Infrastructure Checklist.
    a. The Implementation Plan must outline an implementation, approach, activities, dependencies, and assumptions for key stakeholders to support a successful project implementation. The Implementation Plan shall include, at a minimum:
        i. Schedule of activities, including all Services Infrastructure Checklist Activities.
        ii. Resource allocation.
        iii. Implementation and migration preparation planning and impact analysis.
        iv. Network support.
        v. Operations Centers (operational and security).
        vi. Day-to-day operational support services.
        vii. Training – cross reference training section.
    b. The Contractor shall provide weekly reporting regarding migration. **Attachment C, SLA-D7**. The reporting, which shall exclude any information regarded as Customer Proprietary Network Information (CPNI), should detail the number of current MCS End-users per agency/entity, the progress of migration, and note any End-users that have notified the Contractor they will no longer be using its service. This report shall include details on the Contractor's communication with current MCS Customers regarding notification of this Contract and required Customer actions. This report is due to the DMS Contract Manager on a weekly basis, commencing with the completion and DMS acceptance of the Services Infrastructure Checklist and ending when all current MCS End-users are identified as either migrated or no longer receiving services from the Contractor or for non-State agencies having

selected another contract vehicle.. The format, content, and level of detail must be approved by DMS.

2. Individual Customer-Specific Migration Plans. If requested by DMS, the Contractor must submit these plans in accordance with the requirements in this section to DMS and the Customer. **Attachment C, SLA-D8**. The Contractor will be responsible for creating Individual Customer-Specific Migration Plans as a Customer migrates to MCS, which shall exclude any information regarded as CPNI. Additionally, a migration plan may be required if a Customer undertakes a significant or complex change in how it operates under MCS. These plans will vary based on the proposed service and the complexity of the service migration, but must include, at a minimum:
    i. Schedule of activities, which is consistent with the Project Implementation Phase schedule.
    ii. Resource allocation.
    iii. Migration and preparation planning.
        1. Impact analysis.
        2. Stakeholder communications plan.
    iv. Migration management.
    v. Training – cross reference training section.

Given the statements in subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

[Enter the response here - 500 words]

T-Mobile acknowledges and is committed to meeting the expectations and deliverables described under 3.26.

The State will benefit from T-Mobile's award-winning customer support from the outset of our partnership. When you switch to T-Mobile, your dedicated project team, led by an Implementation Manager, will create and guide you through a comprehensive implementation roadmap that ensures your transition to T-Mobile is seamless and easy.

Our commitment is to deliver a best-in-class migration experience. In doing so, we will collaborate to build a comprehensive migration plan that meets your organization's needs. Moreover, we will deliver the right solutions for your business, on-time, and in a manner that allows your organization to stay focused on the things that matter – productivity, efficiency and being connected.

Smooth transition and industry-leading support is what we're known for

At the center of your T-Mobile Implementation team is an Implementation Manager, who is dedicated to working with you throughout the migration process to ensure that milestones and deadlines are met with no disruption to your daily operations.

Supporting the Implementation Manager is a team of experts composed of Sales Engineers, who provide technical support; Network Engineers who help optimize our coverage; and a dedicated care team that will provide lifecycle support.

The T-Mobile approach to implementation

T-Mobile's approach to implementation is grounded in a consistent and predictable migration process. The dedicated Implementation Manager will follow a detailed roadmap through the initial planning phase until all mobile numbers are successfully ported, devices are distributed, end-users are trained, and satisfaction surveys are distributed.

Stage 1: Plan

The Implementation Manager (IM) will:

- Review the required Statement of Work (SOW) for unique deployment needs
- Review the implementation process which will include details of support being needed (customer and T-Mobile personnel available)
- Schedule deployment days based on number of devices being distributed
- Plan for end user documentation/communication strategy
- Build a plan for kitting, staging, and/or preparing the devices (either on-site or shipped to location) for the scheduled deployment

Kitting the device includes customized labeling by assigning the device to the employee with employee's name, mobile number, SIM & IMEI information or any other information needed (e.g. Department, Budget Code).

The State will work with IM on review of personnel needed for the successful deployment include a greeter (person who can inquire whether employee is picking up or dropping off device, check-in and check-out personnel and device provisionary). Planning meetings will be scheduled to review process during deployment.

Stage 2: Stage

Staging actions:

- Review and approve Implementation Details and Rollout Schedule
- Review and approve End User Communication
- Review previous phase accomplishments or changes needed
- Verify selected rate plans and features
- Set up selected billing option
- Discuss payment method options
- Confirm order details and delivery

- Distribute end user materials as needed
- Review and approve onsite end user training
- Schedule follow-up meetings as per the meeting flow process

Stage 3: Deploy

The deployment process is in place with device drop-off, provisioning, pickup and porting scheduled. The customized check-in process is in place and executed. While the specific needs of the customer may require customization, the process ensures a smooth transition for the end user experience. Deployment actions:

- Review and update, if necessary, Implementation Details and Rollout Schedule from previous phase
- Distribute end user materials as needed with each shipping box and each end user
- Verify delivery of equipment and/or materials
- Review customer feedback and recommendations
- Identify any additional onsite user trainings (if applicable)
- Schedule billing and training for you and your POC
- Schedule follow-up meetings

Reporting will be made available to the customer staff to provide a successful deployment process. Adjustments can be made to the deployment schedule if needed.

Stage 4: Inspect

We offer tools and teams to assist with essential onboarding for the new partnership to T-Mobile. The Implementation Manager will work with the customer to inspect and ensure satisfaction. This includes:

- Introduction to Support Teams: Team of Experts, Dedicated Care, Technical Support, Account Team and various escalation paths.
- Review of account tools (I-Billing, Self-Service Portals, MyT-Mobile)
- Review billing for new devices and services deployed
- Provide best practices for user experience (provide International Support, troubleshooting)
- Work with the customer to design customized reporting based on department/billing codes
- Ensure customer expectations are met; prepare for IM post-deployment customer survey

Stage 5: Transition

After deployment, the Implementation Manager and the assigned project account team members will review the account to verify services are correct, per recommendations at the time of award. We will also review the support tools and teams available, along with any other training needed.

T-Mobile will review the implementation project with the customer to share best practices. Survey feedback loops are made to the customer and reviewed by the T-Mobile team to ensure satisfaction.

Implementation Plan. c. SLA-~~D15~~D6. Contractor will not include non-State agencies that opt to purchase under a different contract vehicle with Contractor in the ~~Non-i~~Incumbent Contractor Weekly Migration Report.

From the initial Project ~~Charter~~Management Plan, thr~~t~~ough the various plans, reports and guides, to project closure, T-Mobile will incorporate the State requirements into our comprehensive implementation philosophy to give the State a best-in-class migration experience.

3.27 Project Management - Services Infrastructure Checklist

This subsection is applicable to all Contractors.

The Contractor must complete the Services Infrastructure Checklist provided below in accordance with this subsection and submit the checklist to the DMS Contract Manager and DMS Product Manager. **Attachment C, SLA-D9.** The Contractor will be required to complete a series of readiness activities before DMS accepts services, systems, and processes as ready for production. The Project Implementation Phase will close only when all items on the Services Infrastructure Checklist are complete and accepted by DMS in writing. Upon request, the Contractor will be required to provide DMS any documentation necessary to demonstrate Contractor's compliance with the Services Infrastructure Checklist prior to DMS written approval of the Final Services Infrastructure Checklist. The Contractor shall not deliver any services to Customers until the Project Implementation Phase is closed. The Contractor may engage with Customers for planning purposes before the close of the Project Implementation Phase.

All requirements on the Services Infrastructure Checklist must be fulfilled in accordance with the Contract including, but not limited to, the SOW. Additional requirements may be added to the Services Infrastructure Checklist at the discretion of DMS.

DMS must approve in writing all items listed in the Services Infrastructure Checklist before the Contractor is permitted to charge for any service or device to Customers. The timeline for the Contractor's completion of the Services Infrastructure Checklist will be approved in writing by the DMS Project Manager during development of the project Implementation Plan. Any changes to the Services Infrastructure Checklist, including requirements and timeline, must be approved in writing by the DMS Project Manager, in DMS' sole discretion.

Infrastructure Checklist

Section Reference	Requirement
SOW Section 2	
2.1 - 2.6	All required key staff positions have been filled with individuals who possess the required minimum qualifications, and the final Staffing Organizational Chart has been approved by DMS.
2.7	The Contractor has demonstrated that its Customer Support Team is staffed and trained.
SOW Section 3	
3.12	Security and fraud services are ready for production.
3.13	Processes related to test and demonstration accounts for WVS and WDS are final.
3.14	Emergency services programs are ready for production.
3.16	Design characteristics have been reviewed and are ready for production.
3.17	Reports and reporting options are ready for production.
3.18	SLA processes are ready for production.
2.7 and 3.19	The Customer Support Team is staffed and trained.
3.20	The Contractor's portal is operational.
3.21	The Contractor has provided the link to the manufacture's website. The Contractor has provided its EUPL and Vendor's Device List.
3.26.1 (2)	The Contractor has provided an acceptable Project Management Plan.
3.26.1 (7)	The Contractor has provided an acceptable Disaster Recovery Plan.
3.26.3 (1)	The Contractor has provided the WDS and WVS Operations Guides
3.26.3(2)	The Contractor has provided the WDS and WVS User Guides
3.26.5(1)	The Contractor has provided the Implementation Plan.

SOW Section 4	
4	Public safety services are ready for production.
SOW Section 5	
5.4	The Contractor is ready to implement transactions utilizing the DMS approved method of implementation in CSAB.
5.7	The Contractor has demonstrated the ability to provide CSAB billing account and user management activities.
5.9	The Contractor has demonstrated the ability to maintain a corresponding inventory.
5.10	The Contractor has demonstrated the ability to invoice DMS for all fulfilled orders.
5.11	The Contractor has demonstrated the ability to provide a detailed invoice substantiation file and do so in a mutually agreed upon secured delivery method.
SOW Section 6	
6	The Contractor has demonstrated the MFMP catalogs are ready, and the Contractor is ready to accept orders through MFMP.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

4. Public Safety Service Plans and Devices

The requirements of this Section 4 are only applicable if the Contractor is providing public safety services, as identified in the Contractor's BAFO. If applicable, must adhere to all minimum requirements of this SOW, including those of this subsection.

4.1 Deployable Technologies

The Contractor must have mobile communication units that are deployable technologies. Generally, the Contractor will deploy these mobile communication units during emergency situations to the affected area. The Contractor will install these units during emergencies and may use existing satellite, microwave, or radio systems for backhaul. The Contractor must have a robust regionalized deployable strategy, ensuring that deployable network equipment is available and fully operational, with the required backhaul and/or networking capabilities, throughout the

State. The Contractor must coordinate and cooperate with DMS, and any federal, State, or local emergency management agency in providing for emergency communications services, including the Department of Emergency Management, and all other entities that are part of the ESF-2 function.

These deployable technologies are generally characterized as the following:

1. Cell on Wheels: a cellular base station on a trailer with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
2. Cell on Light Truck: A cellular base station on a light truck platform with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
3. System on Wheels: a full base station and controller on a trailer/truck/big rig/etc. This is a fully self-contained cellular system that can provide an island system with no need for satellite/microwave link back; applicability of this type of deployable technology may be limited if there is no internet connectivity.
4. Unmanned Aerial Systems (UAS) and Robotics: Deployable UAS (e.g., drones) in the Class G uncontrolled airspace (400' above ground level), fixed, multi-rotor, and tethered UAS, some of which are capable of providing hot spot and wide-area coverage. Similar waterborne vehicles include remotely operated vehicle and unmanned underwater vehicle.
5. Other systems: Includes, but is not limited to, vehicular network systems and man-packs.

4.2 Local Control

The Contractor should provide priority and preemption to public safety entities during times of emergency. The priority and preemption will be determined and invoked by the public safety entities through a local control portal. The local control portal shall allow the Customer to enact and deactivate priority and preemption, which shall be controlled by authorized Customers.

The Contractor's public safety service plans and devices must not be throttled during an emergency.

4.3 Local control portal

In addition to the requirements of subsection 3.20 Contractor's MCS Portal, the Contractor should provide a public safety portal (dashboard). The information held in this dashboard, or within the Contractor's MCS Portal, shall include, but is not limited to, the status of the Statewide network and alerts on outages. All features and functionality shall be available to DMS in real-time at all times. The number of DMS dashboard users shall be determined by DMS, and each user shall have a unique log-in and password.

Non-mission critical public safety service plans shall provide the status of the Statewide network and alerts on outages through an alternative means.

4.4 Public Safety Standards

Mission Critical public safety service plans and devices shall be in compliance with the relevant 3rd Generation Partnership Project Technical Specifications and the National Public Safety Telecommunications Council (NPSTC) standards for a mission critical service .

The Contractor's public safety service plans and devices must perform to the most recent version of the standards described in TL-9000 Quality Management, ISO 9001, ATIS-100009 Overview of Standards in Support of Emergency Telecommunications Service, ITU-T Y.1271 framework on network requirements and capabilities to support emergency telecommunications over evolving circuit-switched and packet-switched networks.

Should the Contractor offer plans marketed towards the public safety community that are not in compliance with the relevant 3rd Generation Partnership Project Technical Specification or do not meet the necessary criteria to be deemed "Mission Critical," as defined by the National Public Safety Telecommunications Council (NPSTC), the Contractor's EUPL must clearly state, at the beginning of the plan description, "THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD." Failure to include this statement where applicable will result in the EUPL not being accepted by DMS.

4.5 Demonstration Devices

DMS Demonstration Devices. Upon DMS request, in addition to any other test devices required by this SOW, the Contractor shall provide up to ten (10) wireless demonstration public safety devices (including airtime) for use by the Department for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a minimum period of thirty (30) Business Days. Any demonstration agreements, equipment, forms, and processes shall be provided, managed, and maintained by the Contractor, subject to the approval of DMS.

Customer Demonstration Devices. The number of demonstration public safety devices the Contractor elects to provide to Customers is at the discretion of the Contractor. The Contractor will coordinate directly with any other Customer regarding public safety service demonstration equipment, notifying the Department in advance of these activities.

4.6 Public Safety Customer Support

The Contractor must provide a dedicated help desk number for support of its public safety service plans and devices.

The Contractor must develop and abide by an escalation procedure specific to public safety real-time network issues and public safety End-user issues. The procedure must include names,

titles, phone numbers, and email addresses of contacts in the Contractor's public safety escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved user issues or real-time network issues that have been outstanding for more than ten (10) Business Days.

The Contractor should limit access to the public safety plans to only Customers that are Public Service Entities or as recognized by the First Responder Network Authority.

The Contractor should limit access to the Mission Critical public safety plans to only Customers that are Public Safety Entities. At a minimum, Public Safety Entities should include the following Customers, as categorized by the North American Industrial Classification System (NAICS) codes:

- 621910 Ambulance Service
- 922110 Courts
- 922120 Police Protection
- 922130 Legal Counsel and Prosecution
- 922140 Correctional Institutions
- 922150 Parole Offices and Probation Offices
- 922160 Fire Protection (except private)
- 922190 Other Justice, Public Order and Safety Activities
- 928110 National Security
- 921190 Other General Government Support
- 921110 Executive Offices
- 921150 American Indian/Alaska Native Tribal Governments
- 922190 Other Justice, Public Order and Safety Activities

Should the Contractor offer non-mission critical public safety service plans, the Contractor's EUPL must clearly state the eligible NAICS codes in the plan descriptions.

4.7 Public Safety Reporting

The Contractor shall timely provide a monthly Public Safety Service Plans and Devices Report to the Department's Contract Manager. **Attachment C, SLA-E1**. The report shall contain public safety Customer agency, End-user usage, End-user devices, rate plans, and any other related information DMS requires. This report shall not include any information that is considered CPNI. The format, content, and level of detail must be approved by DMS.

4.8 Public Safety Marketing

In addition to any other Customer webpages required by this SOW, the Contractor shall provide specific information on its MCS portal related to its public safety service plans and devices. This

should include, at a minimum, information on ordering, devices, apps, service offerings, and accessories.

The Contractor shall provide the Department with a copy of all materials used by Contractor, and its subcontractors, to promote or advertise public safety specific service plans and devices to Florida's public safety user community. The Contractor will submit this information to the DMS Project Manager once per quarter, or as requested by DMS.

Mission critical Push-to-Talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical," as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the Contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department.

Given the statements in subsection:

Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed in SOW, section 4, Public Safety Service Plans and Devices.

T-Mobile delivers best in class service to Public Safety entities across the U.S. Whether making 10-digit voice calls or processing highly secure information, our public safety customers rely on a network with more capacity than any commercial carrier.

T-Mobile has provided our Public Safety service plans (Connecting Heroes and First Responder plans) included on the End User Price List and device portfolio.

T-Mobile's entire product portfolio is available to utilize with T-Mobile's First Responder and Connecting Heroes rate plans. Currently, T-Mobile does not offer products that conform to the 3GPP standard 33.180.

Describe the Respondent's proposed deployable technologies and how they will be utilized during an emergency or when requested by a public safety entity.

Fortifying Emergency Response plans for our Public Safety customers is paramount at T-Mobile, and a function we have practiced for over 18 years.

T-Mobile's National Emergency Management (NEM) and Emergency Response Team (ERT) work in close collaboration with Local, State, Federal, and Tribal Public Safety entities across the state both as a "utility" responsible for restoring and recovering the T-Mobile network, and as a ESF2 Mission-Assigned support partner with dedicated deployable assets and human resources in support of Public Safety operations.

Preparedness: Long before events arise, ERT personnel are engaged with Local, State, Federal and Critical Infrastructure planners, including, for example, leaders from the Florida Department of Emergency Management, the Federal Emergency Management Agency,

Department of Homeland Security Critical Infrastructure Security Agency (CISA), Department of Defense, and the Federal Communications Commission to develop policies and response frameworks, help shape best practices, coordinate on training and exercises, and improve the overall readiness of the nation. This collaboration promotes the readiness and operational capacities of T-Mobile as well as Local, State, and Federal entities, and other Critical Infrastructure and essential service partners.

Response: During times of crisis, disasters, and emergencies, T-Mobile National Emergency Management personnel who are coordinating recovery seek to remain in lockstep with Emergency Management, Homeland Security, and Public Safety officials. Through our collaboration with the National Communications Coordination Center and through State and Local Emergency Operations Centers, T-Mobile representatives can gather and share information, mitigate environmental and operational concerns, facilitate protective measures, and enhance rapid response and recovery capabilities.

Enhancing First Response: Our EM/ERT provides a full suite of first response capabilities. Uniquely qualified and time tested, our ERT program includes a national cache of handsets, hotspots, charging stations, and WIFI equipment to help address surge demands on Emergency Management and Public Safety operations.

Additionally, our national fleet of deployables, including Satellite Cell on Light Trucks (SatCOLTs), COWs, COLTs, TOWs, Portable Satellite Antenna Systems, microwave systems, and other tactical communications systems provide the necessary and specialized infrastructure to support Government and Enterprise operations. This collaborative approach not only ensures T-Mobile's continuing capabilities to serve, but also helps address restoration of critical resources in the whole.

ERT deployable infrastructure assets are built on a concept of addressing and mitigating the varying issues that pertain to the loss, impairment, or lack of communications including power, backhaul, congestion, and access and take significant consideration into the varying environments in which they must operate. ERT Infrastructure assets are then further developed to be interoperable across a wide array of communications technologies spanning Wireless, Wireline, and Land Mobile Radio systems, and in nearly any environmental setting including urban, rural, and remote, whether necessary for indoor or outdoor applications.

T-Mobile is dedicated to maintaining contact with key Emergency Operations Centers (EOC) during major disasters and special security events. When events do occur, a process is in place for T-Mobile to support and communicate with local, state, and federal EOC's to help facilitate situational awareness, mitigate issues related to the restoration of network resources, while also prioritizing the deployment of assets and resources to support First Response and Public Safety operations.

Describe how service plans and devices are not throttled during an emergency.

T-Mobile's Public Safety service plans (Connecting Heroes and First Responder plans) included on the End User Price List are not subject to T-Mobile's fair usage prioritization threshold and therefore are not subjected to deprioritization at any time.

Throttling may occur when a subscriber passes their allotted data usage in a month (data cap) and their speeds start to slow down.

Describe the Respondent's planned network hardening approach, including issues caused by power, hardware failures, topography, weather, and man-made incidents.

T-Mobile's has a highly efficient and experienced Disaster Readiness and Emergency Response process.

T-Mobile's Reliable, Resilient & Redundant Network

Reliable connectivity is a must for our customers. We have spent many years focused on network and operational redundancy along with hardening and improving resiliency on our infrastructure, critical sites, and operations such as Network Operations Centers, Data Centers and Call Centers. Network design plays a critical part in hardening our network. MSO locations are designed to significantly reduce the chance of network failure due to third party fiber damage, equipment failures or other potential causes of service interruptions. We continue to make significant investments in our network's redundancy, resiliency and reliability and maintain an organized and integrated suite of disaster plans & procedures.

Our Network Operations Centers are not only geo-redundant and diverse across the country, but the NOC teams also practice operations rollover on a regular basis. We have geo-redundant teams that conduct not only those daily operations at each site, but also engage in the operational rollovers from center to center.

Our Data Centers are geo-diverse and geo-redundant. They support primary and alternate systems for critical operations, tools, and systems. We have geo-diverse and redundant teams of experts across engineering, facilities, NOCs, IT Teams, Network Support and Data Centers.

Our Cell Site and Switch Disaster Planning

Cell sites are generally equipped to accommodate back-up power sources as needed (e.g., batteries, fixed generators, portable generator connectors). We've also implemented a distributed architecture for interconnection redundancy utilizing dual fiber facilities at switch locations. Communications from T-Mobile cell sites are backhauled with various combinations of Ethernet, copper, fiber, and microwave systems. T-Mobile's radio network provides significant overlapping coverage areas, which often allow cell sites to compensate for a neighboring cell site fully or partially.

Site recovery plans have been developed for major switch locations, prioritizing available options for relocation, to help ensure agility when faced with disaster recovery issues. Mobile Switching Centers have permanent, on-site emergency backup power for use in the event of a momentary or extended power failure. They are protected by FM 200 or Pre-action Dry Fire Systems. They are also equipped with spare equipment inventory for all critical network elements.

IP Backbone Failover and Recovery

T-Mobile's IP network utilizes multiple logical adjacencies over physically diverse paths. Essentially, there are multiple diverse paths between any two nodes on the backbone. These backbone links travel over fiber physically diverse from other fiber paths. The IP Backbone is regularly reviewed and augmented for capacity needs and can reroute traffic based upon dynamic routing protocols. Thanks to the high level of diversity and fast convergence of the network most fiber outages and router failures will go completely unnoticed by our customers.

Additionally, in the event of a temporary outage of one or many network links, we can manage all customer routing requirements effectively. The IP backbone utilizes technology to take advantage of potential fiber paths during a disruption. The capacity available in the backbone helps ensure congestion-free service during normal operations and provides failover bandwidth in the event of one or more link outages.

IP backbone network routers have at least two physical connections, redundant processors, and redundant power supplies (such as batteries and diesel generators) at all sites. Equipment is installed in secure T-Mobile facilities that are built to withstand natural disasters.

Response Operations

T-Mobile has multiple strategies in place for Emergency Management and Rapid Response to quickly address and respond to all types and sizes of events and to support our customers across the globe. We understand the importance of reliable communications and always-on connectivity. We have a long history of moving quickly and efficiently in emergency situations to ensure our customers can stay connected when they need it the most.

When our Network team receives notification of an actual or potential situation that requires activation (hurricane, earthquake, regional power outage, other event where business as usual would not resolve the situation), a virtual Emergency Operations Center (EOC) is established to oversee and manage the company's response to an event from the beginning to end. This EOC performs an initial overall assessment, establishes monitoring bridge(s), coordinates between agencies impacted by the event, assigns tasks, gathers status information, and performs executive notifications at prescribed times.

We maintain an organized and integrated suite of disaster plans & procedures. Network teams leverage tools such as hardened GPS-enabled phones, wireless modems, custom applications, IoT solutions and smart phones to aid in situation assessment, response, and resource tracking. These multilayered investments are designed to deliver best in class service continuity.

When disaster strikes in one area of the country and there is a need for additional on-the-ground support, we have an *Emergency Volunteer Team* comprised of T-Mobile employees across the US who personally volunteer to go into disaster impacted areas to help keep our customers connected.

Rapid Response Vehicles

Our rapid response fleet of vehicles is pre-staged across our operational areas to enable rapid response and includes COLTs, COWs, Generators, Mobile Command Centers, snowmobiles & customized communication Jeeps, to help provide satellite service in the worst conditions. Our Jeeps can deploy within minutes and operate in some of the toughest terrains to support our customers when they need us most. We will never stop working to make our network the best for our customers.

Describe the corporate commitment to providing DMS the necessary Customer Support Team staffing (resources) for escalations to address real-time public safety network problems and public safety Customer and End-user issues.

T-Mobile Government Dedicated Experts (DEs) are assigned to each Government Account Executive (GAEs) and support all customers in the GAEs' base (the State of Florida account). Government DEs are available Monday – Friday during regular business hours with the following support available 24x7:

- Inbound Team of Experts – 24 x 7 Support – This team provides support outside of DEs hours of operation and can provide support related to their T-Mobile account, coverage or devices. 1-844-361-1310.
- T-Mobile for Business Care – 24 x 7 Support – This team provides support for end users. End Users will be provided with limited account support including troubleshooting, the ability to suspend a lost/stolen device, and general information on International plans, coverage and usage. 1-800-375-1126.

T-Mobile will provide a list of the DE's available to the State, including contact information and hours of availability.

T-Mobile Emergency Response Team is available to provide 24x7 support. This national team is dedicated to supporting government first and public safety operations, ERT adjudicates and coordinates communications resources dedicated to supporting government first response and public safety operations. This team can be reached via:

- Toll Free: 888-639-0020
- GETS: 254-295-0020
- Email: ertrequests@t-mobile.com

Describe the corporate commitment to providing DMS the information it requires for notifications on significant public safety performance impacts

T-Mobile is dedicated to maintaining contact with key Emergency Operations Centers (EOC) during major disasters and special security events. When events do occur, a process is in place for T-Mobile to support and communicate with local, state, and federal EOC's to help facilitate situational awareness, mitigate issues related to the restoration of network

resources, while also prioritizing the deployment of assets and resources to support First Response and Public Safety operations.

As described above, the T-Mobile Emergency Response Team is available to provide 24x7 support during significant public safety performance impacts.

Describe the use of an escalation procedure related to real-time public safety network problems and public safety Customer and End-user issues.

The State should follow the same path for Customer and End-user issues as outlined above. T-Mobile will work with the State to provide a full hierarchy contact list for each escalation path required. For example, if the State has a billing escalation for Public Safety, the appropriate point of contact would be different than an escalation regarding the need for deployable technologies during an emergency.

Describe the Respondent's dedicated customer service, including helpdesk support and ongoing LTE training offered to public safety entities for the integration of LTE into State public safety communications.

As noted above, the State will have access to a Dedicated Expert (DE) who is available Monday – Friday, during regular business hours as well as our Inbound Team of Experts and T-Mobile for Business Care teams that provide 24 x 7 support.

T-Mobile will work with the State to develop the training to best fit your objective. Training options can include on-site demos, instructional videos, webinars or "train the trainer" sessions.

Submit a defined list of eligible users that are public service entities, and describe how the Respondent will restrict access to their public safety service plans.

The following table identifies eligibility:

Connecting Heroes Rate Plan Eligibility		
NAIC	**Description**	**Status**
621910	EMS/Ambulance Services provided by Cities, Counties, States, Districts / Municipalities. Tribal	Heroes eligible
922120	Police Protection provided by Cities, Counties, States, Districts / Municipalities, Tribal	Heroes eligible
922160	Fire Protection provided by Cities, Counties, States, Districts / Municipalities, Tribal	Heroes eligible
	Government Public Safety Answering Points / Emergency (911) Call Dispatching	Heroes eligible
	Active Sworn Law Enforcement officers employed in Public Education	Heroes eligible
First Responder Plan Eligibility		
NAIC	**Description**	**Status**

621910	EMS/Ambulance Services provided by Cities, Counties, States, Districts / Municipalities, Tribal	First Responder eligible
922120	Police Protection provided by Cities, Counties, States, Districts / Municipalities, Tribal	First Responder eligible
922160	Fire Protection provided by Cities, Counties, States, Districts / Municipalities, Tribal	First Responder eligible
	Government Public Safety Answering Points/Emergency (911) Call Dispatching	First Responder eligible
	Active Sworn Law Enforcement Officers employed in Public Education	First Responder eligible
	Offices of Emergency Management	First Responder eligible
	Courts	First Responder eligible
	Other Justice, Public Order, and Safety Activities at T-Mobile discretion	First Responder eligible
	Legal Counsel and Prosecution	First Responder eligible
	Correctional Institutions	First Responder eligible
	Parole Offices and Probation Offices	First Responder eligible
	Transit Agencies	First Responder eligible
	Ports/Airports Police	First Responder eligible
	Park Police/Park Rangers	First Responder eligible
	Department of Corrections	First Responder eligible
	State Departments of Natural Resources/Conservation	First Responder eligible
	Housing Authorities	First Responder eligible
	Public Works	First Responder eligible

First Responder plans (excluding Connecting Heroes) are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Minimum qualification is meeting one of the following NAICS Codes [(i) Police Protection 922120, (ii) Fire Protection 922160, (iii) Ambulance Services 621910]. Final eligibility determinations are in T-Mobile's discretion.

Connecting Heroes plans are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Final eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required but is not the sole basis for eligibility: Police Protection 922120, Fire Protection

922160, Ambulance Safety Services 621910. Additionally, qualifying in one of the following subcategories is required:

- Police, fire, or emergency medical services first responders
- Public safety or law enforcement command
- Police, sheriff, fire, or emergency medical services
- Police or fire chiefs and their staff
- Police, or fire field command
- Police or fire dispatch
- 911 call centers

Describe the Respondent's geographic coverage, both current coverage as of the time of Response, and also planned coverage during the term of the Contract. This should be accompanied by:

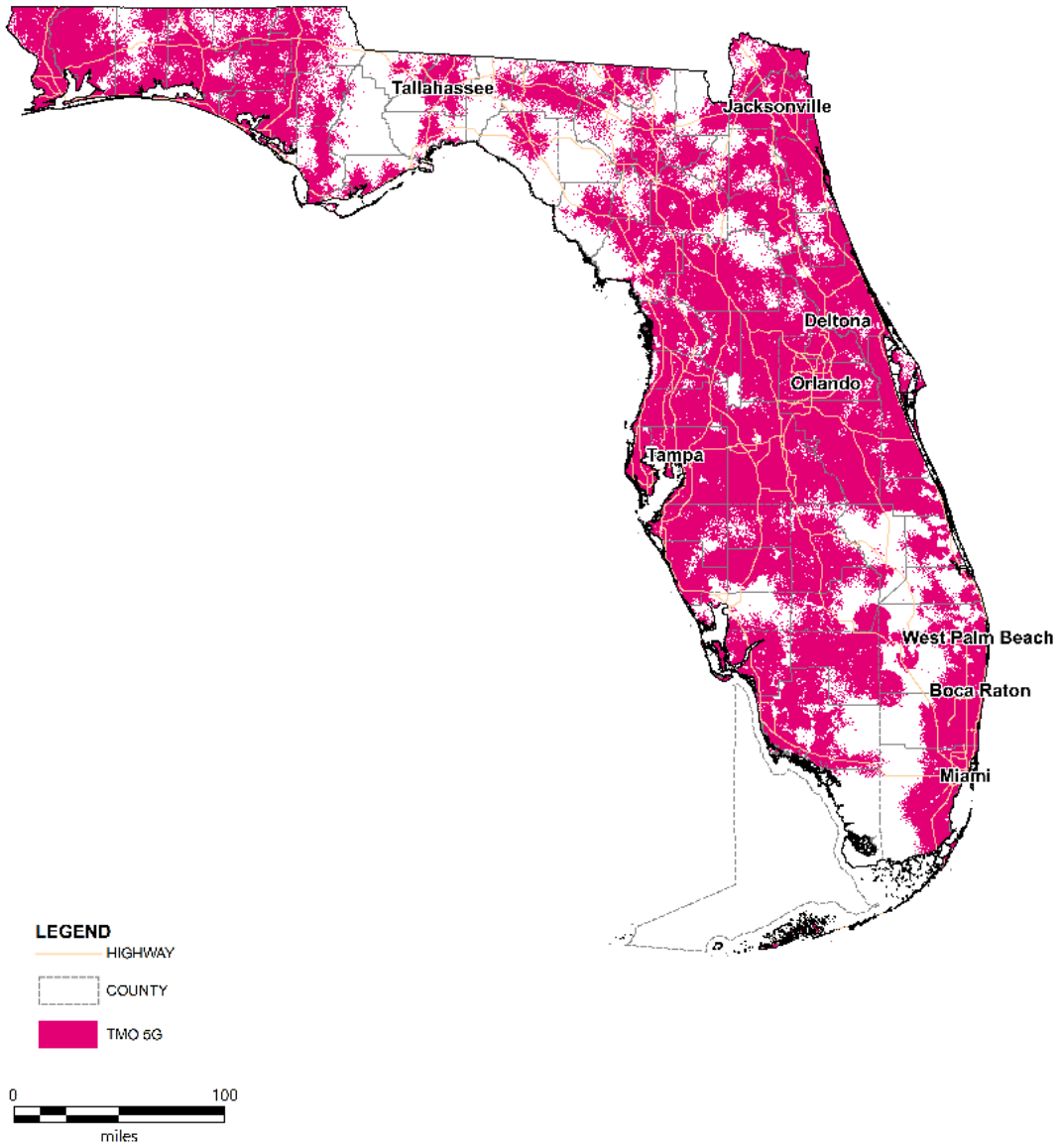
a. Detailed coverage maps

i. Provide detailed in-network voice, high speed (third generation -3G & fourth generation -4G, next generation such as 5G) and low speed (second generation -2G) data coverage maps for Florida (covered directly or through identified roaming agreements partnership).

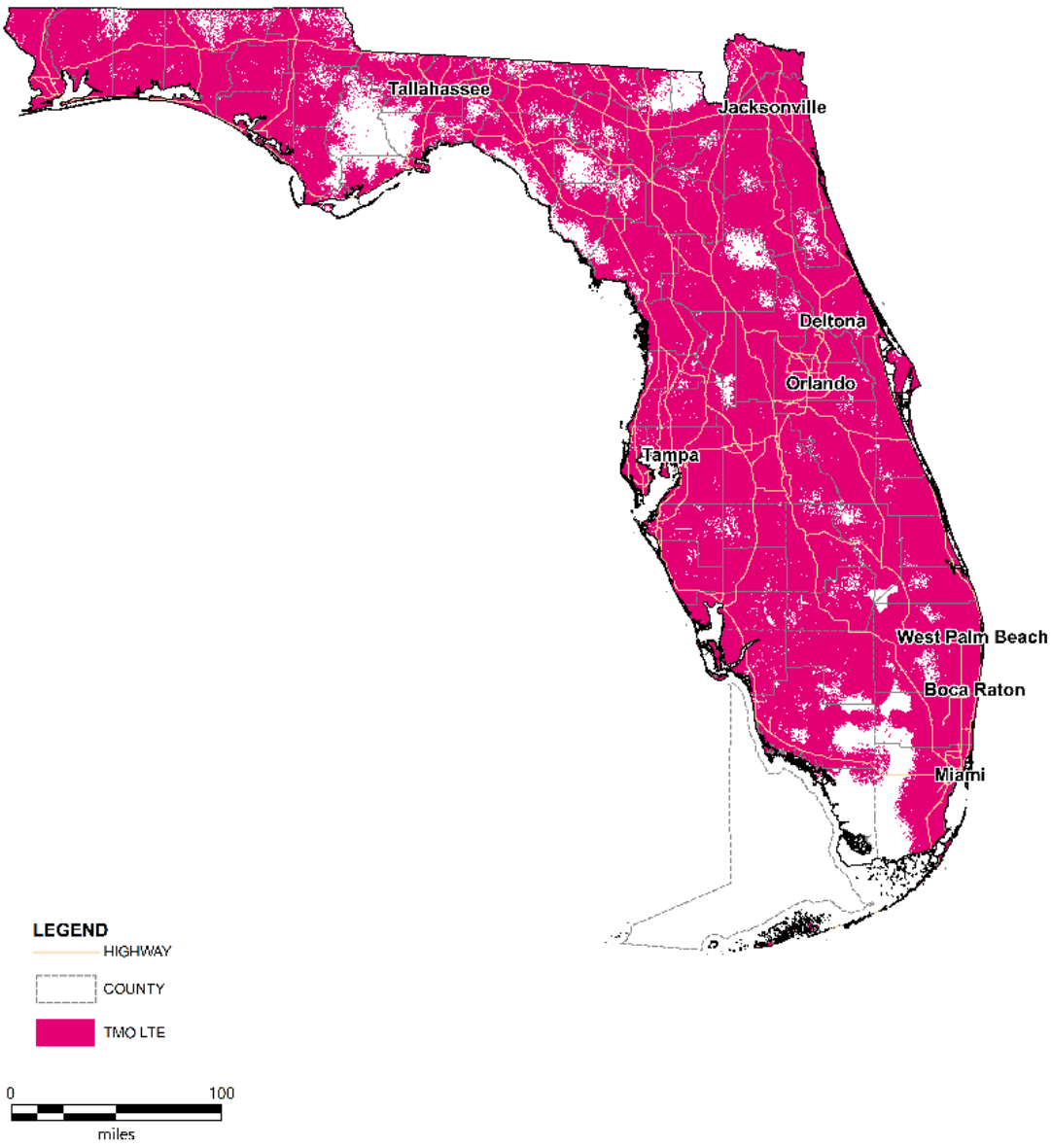
The following maps illustrate T-Mobile coverage for 4G / 5G, GSM and 2G.

See following pages for each map.

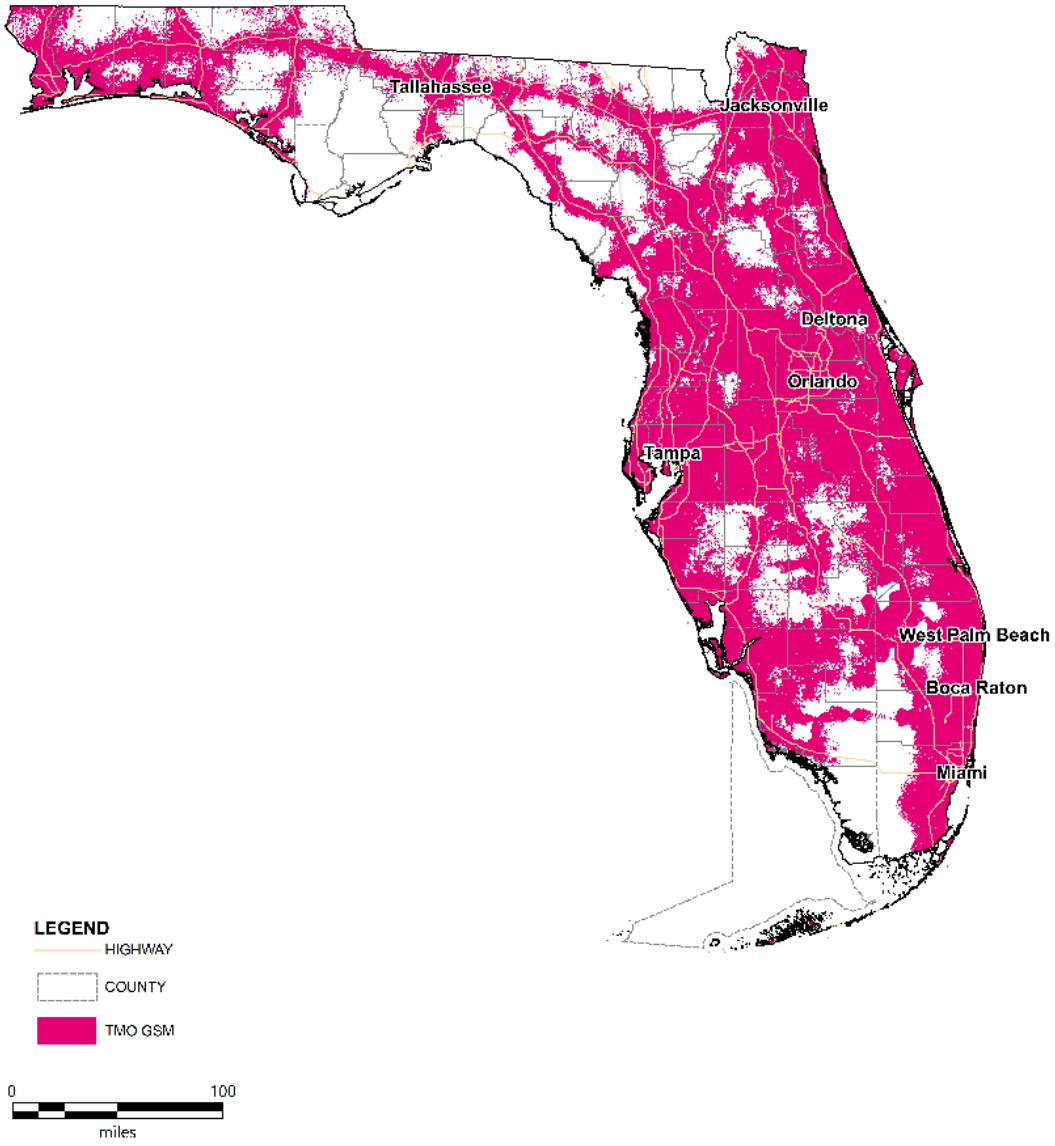
Current 5G Coverage



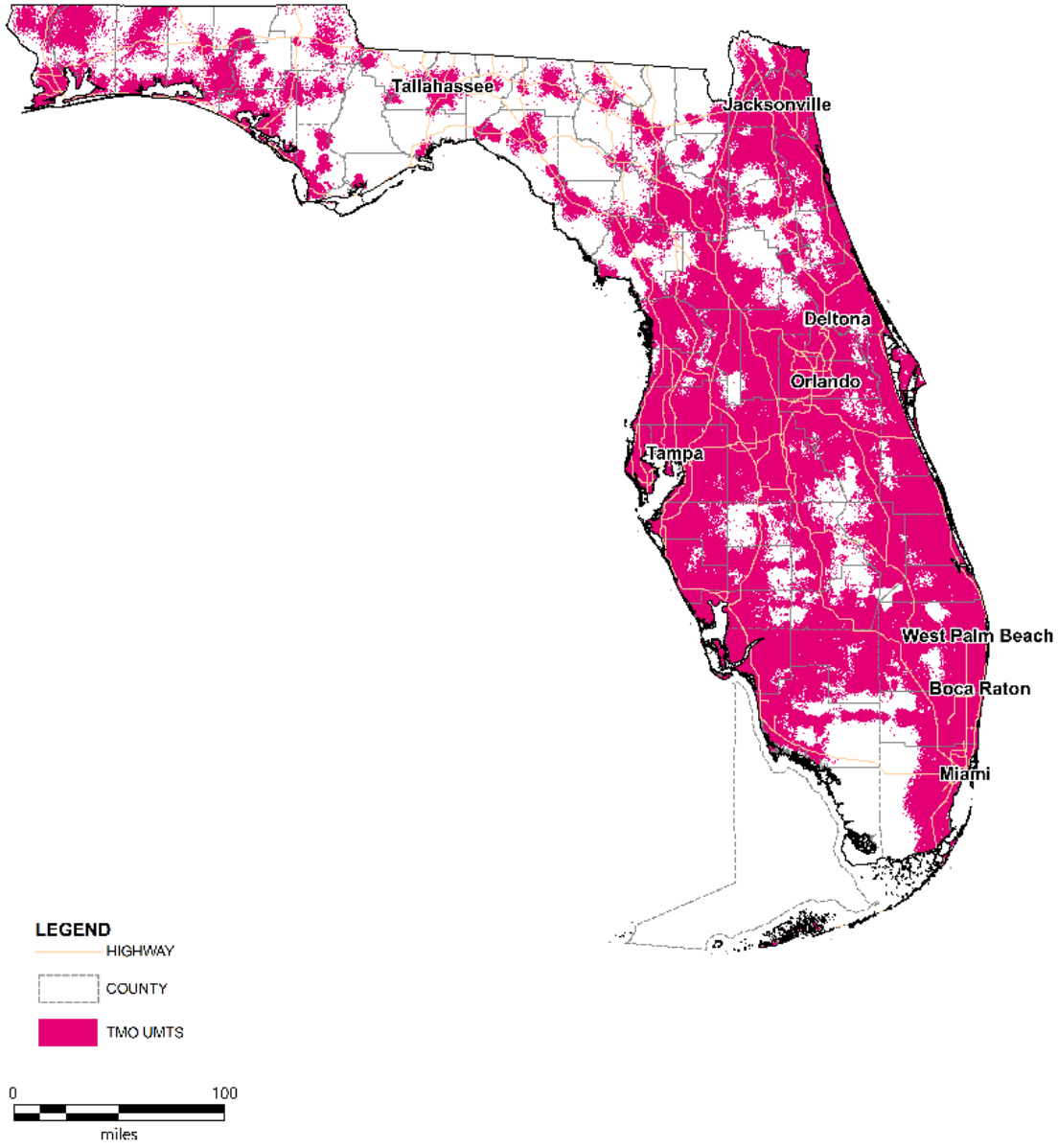
Current 4G LTE Coverage



Current GSM Coverage



Current 3G (UMTS) Coverage



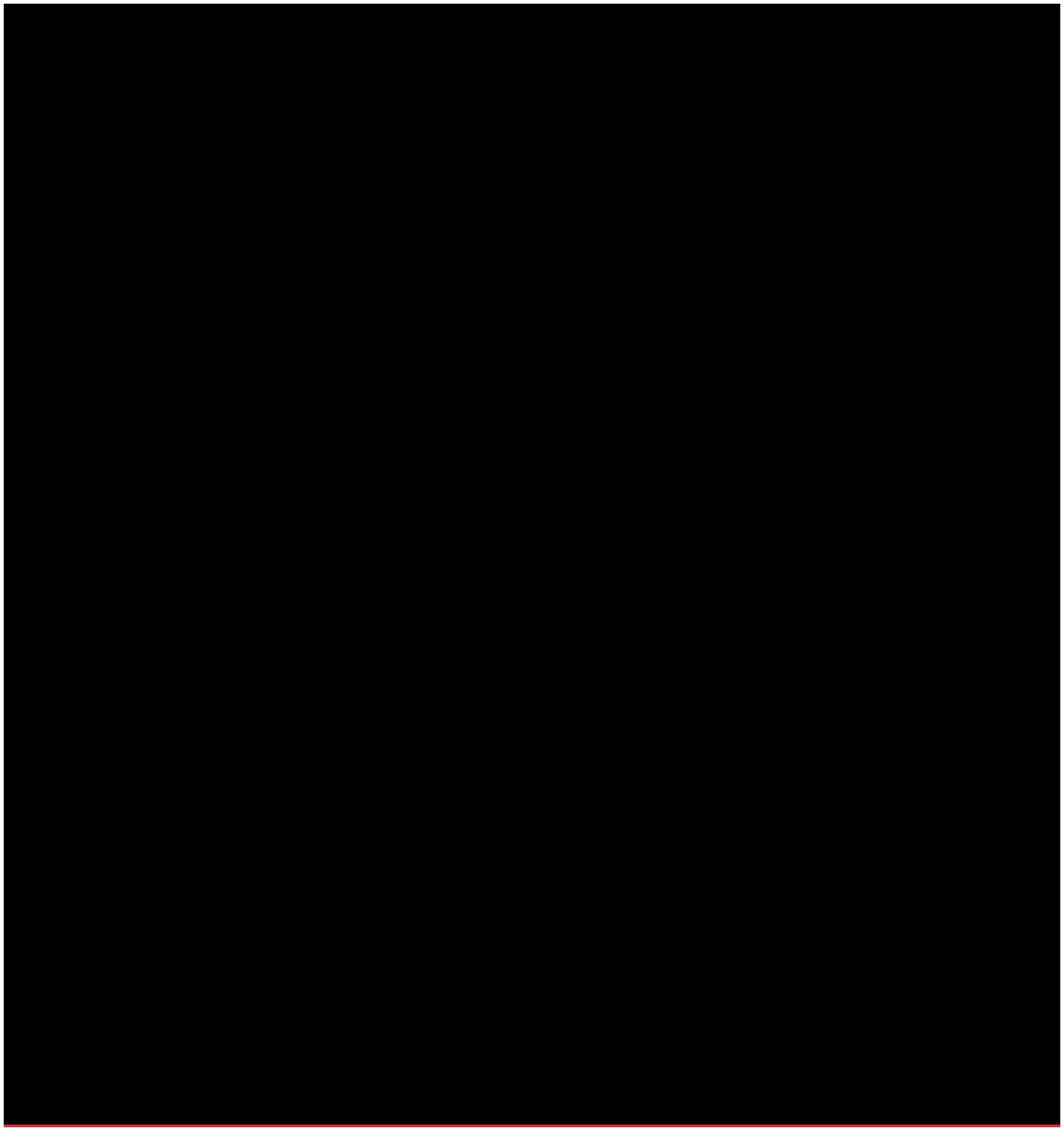
Coverage maps approximate our wireless coverage area and do not guarantee service availability at all times. Service coverage quality and availability, including the ability to make, receive and maintain calls may vary due to network capacity, signal strength, the type of device, terrain, weather, and other conditions. Capable device required for 4G LTE or 5G signals. 5G is still developing. A limited selection of 5G devices are currently available and not all devices & signals are compatible, check device specs. While 5G access won't require a certain plan or feature, some uses/services might. Some service within coverage areas provided by roaming partners, on-network allotments apply in those locations.

The following maps illustrate the anticipated EOY21 coverage for 4G LTE and 5G.

REDACTED

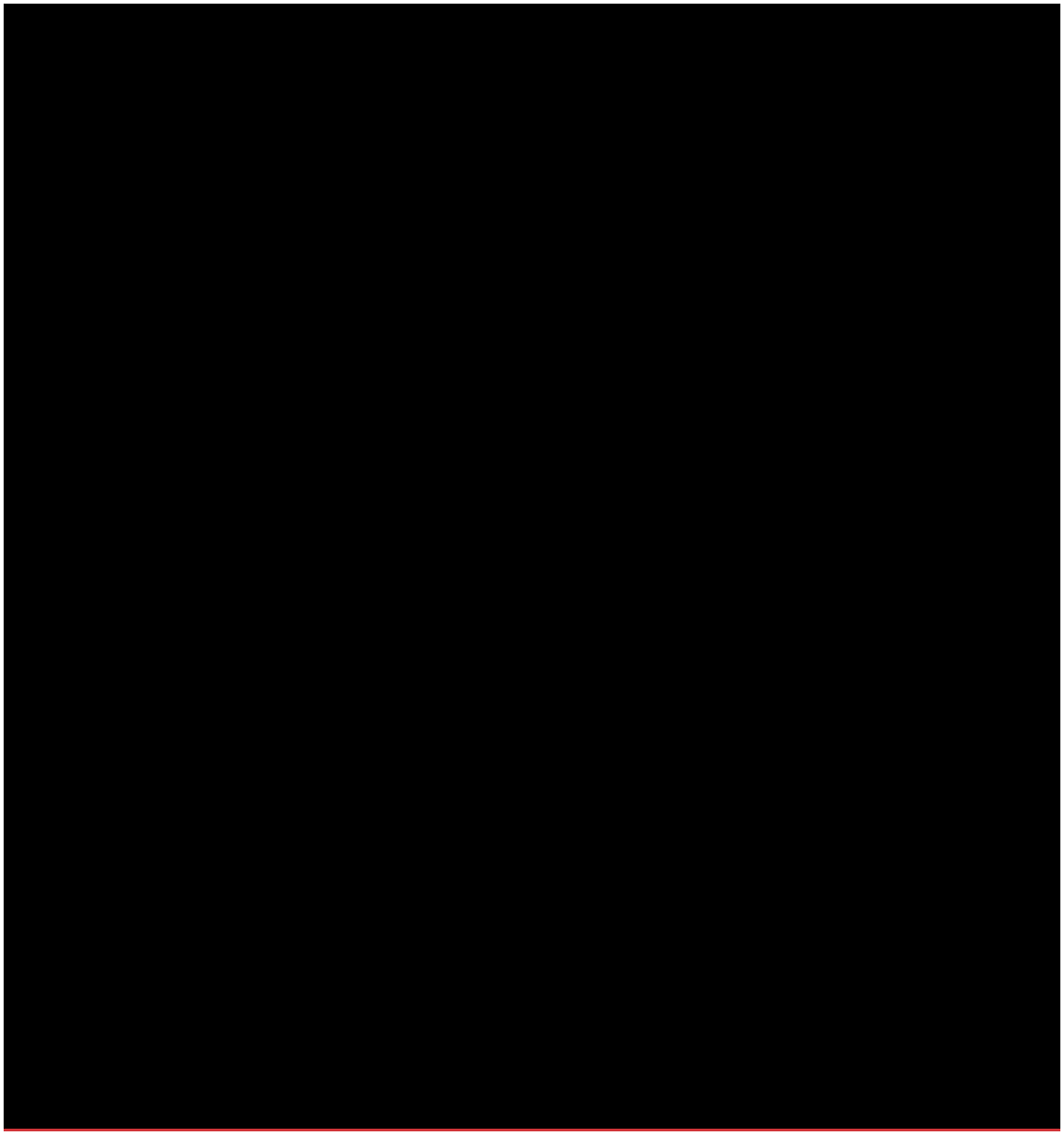
Begin Confidential / Trade Secret Information.

EOY21 4G LTE Coverage



REDACTED

EOY21 5G Coverage



End Confidential / Trade Secret Information.

ii. Provide a service area coverage map for Push-to-Talk (PTT). In addition, PTT protocols in use are to be identified. If some areas of the State have newer, higher performance or more capable PTT, those areas should be identified. If multiple types of PTT are supported, identify the technology and areas covered.

Please refer to the coverage maps above. At this time, T-Mobile's Push-to-Talk (PTT) devices and services do not meet the "mission critical" definition as defined by NPSTC and will not be advertised as such pursuant to SOW section 4.8. Currently, our Push-to-Talk (PTT) offering would be fully available in the same coverage area identified.

Describe how Mission critical Push-to-Talk (PTT) devices and services shall meet the "mission critical" definition as defined by the National Public Safety Telecommunications Council (NPSTC), as described SOW section 4.8, " Mission critical Push-to-Talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical," as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the Contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department."

At this time, T-Mobile's Push-to-Talk (PTT) devices and services do not meet the "mission critical" definition as defined by NPSTC and will not be advertised as such pursuant to SOW section 4.8. T-Mobile currently offers PTT service, and we are invested in furthering our available PTT offerings in the future on the T-Mobile network.

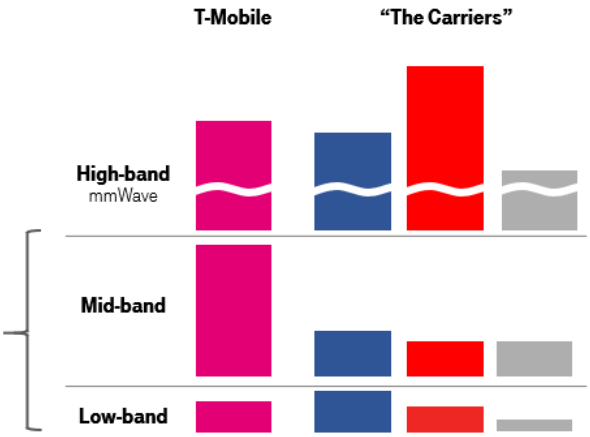
Describe the Respondent's approach to ensuring quality of service, priority and preemption as indicated in the 3GPP standards; the level of priority given to public safety entities and the methodology behind administering the level of priority; and the Respondent's approach to ensuring public safety service plans and devices meet the public safety standards as described SOW section 4.4, "Public safety service plans and devices shall be in compliance with 3rd Generation Partnership Project Technical Specification 33.180. The Contractor's public safety service plans and devices must perform to the most recent version of the standards described in TL-9000 Quality Management, ISO 9001, ATIS-100009 Overview of Standards in Support of Emergency Telecommunications Service, ITU-T Y.1271 framework on network requirements and capabilities to support emergency telecommunications over evolving circuit-switched and packet-switched networks."

T-Mobile is focused on providing service to Public Safety users utilizing our network, capacity, strengths and advantages. The need for data priority and preemption is grounded in the historically limited access to network capacity for Public Safety. Because T-Mobile has significant spectrum holdings, the need for preemption on the T-Mobile network is mitigated in comparison to other network architectures.

T-Mobile uses all spectrum bands to support First Responder and Connecting Heroes rate plans, which always are on T-Mobile's highest level of QoS. During times of congestion, T-Mobile's network automatically deprioritizes other rate plans to support KPIs for the First Responder and Connecting Heroes rate plans.

T-Mobile is also focused on the delivery of next generation services to public safety enabled through 5G capabilities, as described below.

T-Mobile Network

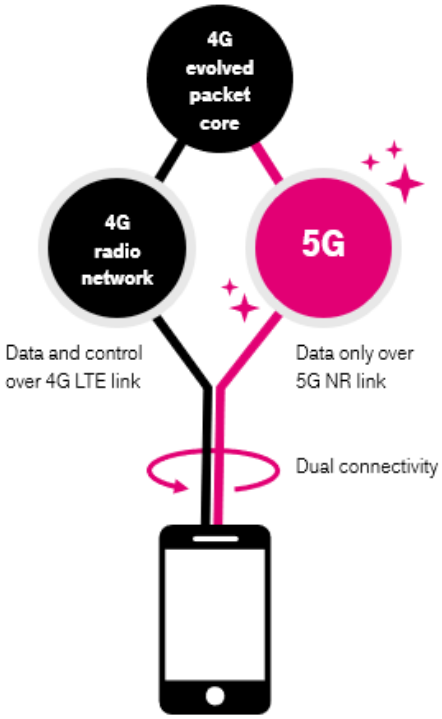


Our 5G network will combine an incredible portfolio of spectrum assets, including nationwide low-band 600MHz spectrum and Sprint's nationwide mid-band 2.5GHz spectrum. We also have high-band spectrum, but because it is very short range, it is only effective and deployed in areas of dense population.

- T-Mobile controls an average of 319 MHz of low/mid-band spectrum nationwide.
- This is nearly 2x that of AT&T and nearly 3x that of Verizon.

The key here is that we have spectrum in ALL layers. We will be able to rapidly deploy5G across the country to give you meaningful and consistent access to 5G signal in more places more quickly. Further, we will have much more network capacity than our competition.

4G/5G Dual Connectivity



5G isn't replacing 4G any time soon. In fact, 5G is additive and will coexist and work with the 4G LTE network. Carrier aggregation has allowed operators to tap into noncontiguous blocks of licensed spectrum, as well as unlicensed frequencies like the 5 GHz band, to utilize bigger data bytes and significantly improve LTE coverage.

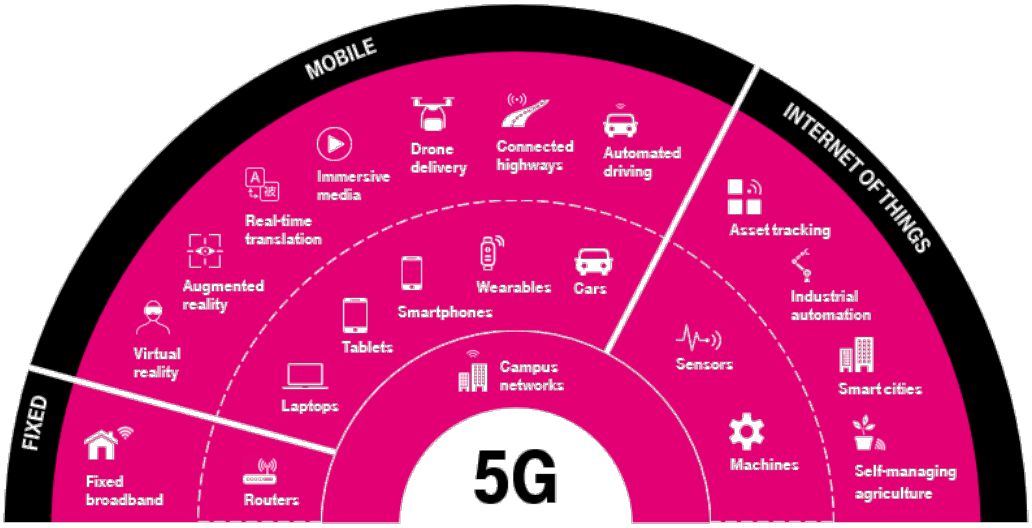
Our 5G network, which was designed from the ground up to support spectrum aggregation and sharing, is today tightly linked to our LTE network; and a technology called dual connectivity is allowing us to supercharge non-standalone 5G.

- 3GPP standards allow dual connectivity, which supports tight interoperability with current 4G networks.
- 5G capable phones can use both 4G and 5G technology.

The 5G Future

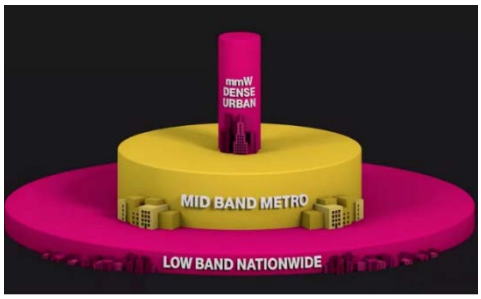
The fifth generation (5G) of network technology has the potential to benefit everything from entertainment and gaming to education and public safety. Over time, 5G is expected to deliver faster download speeds, real-time responses, and enhanced connectivity, giving your business and your consumers the potential to experience new, innovative technologies. A 5G future could bring:

- Massive broadband
- Massive machine communication
- Critical communication



Spectrum is the fuel that drives a 5G network

As we evolve, we know an advanced wireless network needs multiple spectrum bands to achieve both the breadth and depth of service you need, today and in the future. We've expanded our 4G LTE network with 600 and 700 MHz deployments and deployed 5G with three bands: millimeter wave, mid-band and 600 MHz low band. The mmWave high-frequency spectrum is ideal for providing high peak speeds in limited areas while low-band spectrum can deliver 5G service across the US, including many rural areas.



- **High-frequency bands (28GHz)** – Ultrafast data transmission but limited range measured in city blocks
- **Mid-frequency bands (2.5GHz)** – Transmits data faster but is targeted
- **Low-frequency bands (600 MHz)** – Transmissions reach a wider area

A Great Network Needs ALL Spectrum Bands

We're leveraging our spectrum holdings to deliver a broad and deep 5G network

We also plan to use our excess 5G capacity to provide in-home broadband Internet connections at speeds up to 500Mbit/s across 10 million US households by 2024, covering 52% of all US zip codes



99% with 5G

We already have the largest 5G network, and within six years, we'll provide 5G to 99% of Americans.



Massive Capacity

Over the next six years our capacity will increase 14x over what we have today.



15x Faster

Our network will be 8x faster than current LTE in just a few years, and 15x faster in the next six years–with about 450 Mbps nationwide average download speeds, compared to around 30-40 Mbps today.

Wireless Priority Service

T-Mobile is a Wireless Priority Service (WPS) provider, a program managed via the Department of Homeland Security (DHS). T-Mobile follows all DHS guidelines for granting WPS access to qualified lines of service. Access to WPS is vetted and approved outside of T-Mobile by DHS and a government contractor, General Dynamics Information Technology (GDIT) in collaboration with the customer's Homeland Security official Point of Contact (POC). Once a user's line is approved for WPS service, GDIT sends a confirmation for the appropriate WPS SOC to be added to the user's line. This process, and T-Mobile's WPS service, is similar to that offered by other WPS carriers.

WPS subscribers always have the highest priority access to T-Mobile's LTE network services. That means WPS subscribers who place an LTE voice or video call or use LTE mobile data will always be admitted to the network with priority over non-WPS subscribers. T-Mobile's experience is that our vast network has sufficient capacity – even during times of congestion – to support all voice call attempts (even without terminating ongoing calls by non-WPS subscribers).

TL-9000 and ISO-9001 are generic certifications of company Quality Management and Process Management practices and are not directly applicable as public safety standards. T-Mobile is compliant regarding ATIS-10009 and ITU-T Y.1271 as applicable by the T-Mobile DHS WPS contract and functional specifications for WPS.

Describe the local control portal, as described in SOW section 4.3.

T-Mobile is invested in furthering our Portal capabilities as we move forward, however, given T-Mobile's significant spectrum holdings, T-Mobile does not require a local control option to

maintain First Responder access to its network during times of congestion. T-Mobile uses all spectrum bands to support First Responder and Connecting Heroes rate plans, which always are on T-Mobile's highest level of QoS. During times of congestion, T-Mobile's network automatically deprioritizes other rate plans to support KPIs for the First Responder and Connecting Heroes rate plans.

5. Business Operations

All services can be direct ordered by the Customers via email, phone call, or the Contractor's MCS portal. The Contractor shall also accept orders through CSAB and MFMP. Billing may be through CSAB or direct billed to the Customer. DMS shall make the final determination on which services are ordered and / or billed through CSAB, MFMP, direct ordered, or direct billed.

This subsection is applicable to DMS-billed services, unless otherwise stated.

5.1 General Description of the SUNCOM Business Model

In accordance with subsection 282.703(2), F.S., DMS has developed a system of equitable billings and charges for Customers. The CSAB system is the ordering, billing, incident management, and inventory system referred to in Chapter 60FF-2, F.A.C., that the Contractor is required to utilize.

When Customers log-in to CSAB, they can perform the following functions:

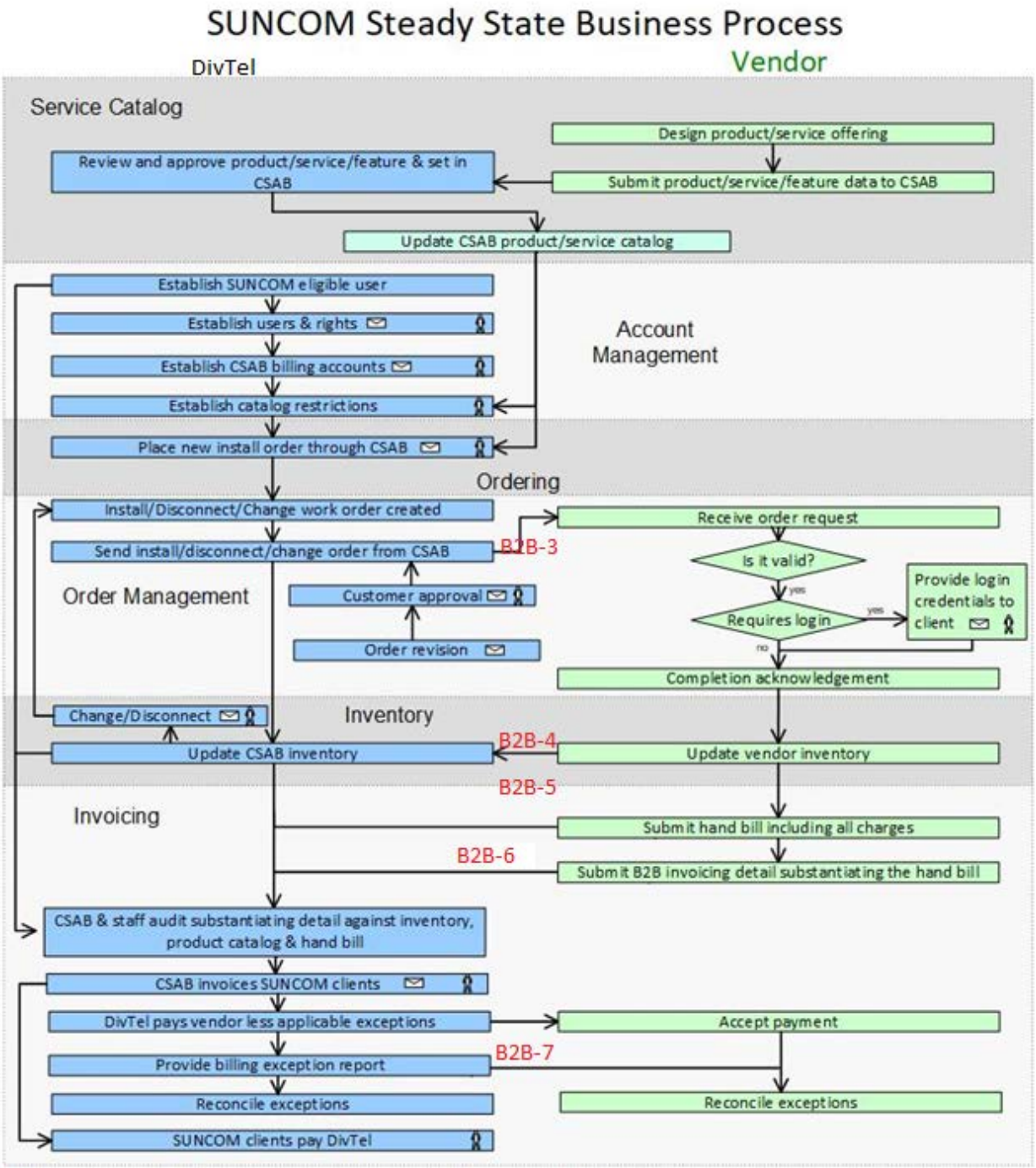
1. Establish and maintain Customer accounts.
2. Manage billing accounts.
3. View a comprehensive list of available MCS offerings.
4. Place orders.
5. View their complete inventory of services and invoices with associated and detailed charges.

For DMS-billed MCS accounts, the Contractor will bill DMS monthly for services rendered to all Customers and provide DMS with substantiating details in electronic files (for example, comma delimited). The Contractor will include in the substantiating detail charges with unique identifiers for each transaction (for metered services) and service account.

5.2 Communications Service Authorization and Billing Transaction Flowchart

The Contractor will use seven (7) Business-to-Business (B2B) transactions between DMS and Contractor, as depicted on the next page:

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B2B means a Business to Business electronic messages, batch files and/or Application Program Interfaces (APIs) exchanging all of the electronic data necessary to the transaction. CSAB will provide alternative manual input options to the vendor for low volume transactions, but will not manually input any data on behalf of the vendor.

SUNCOM Client action required SUNCOM Client notified

5.3 Communications Service Authorization and Billing – Official Record

CSAB is the authoritative source of all data. The CSAB system is the official record of the inventory and costs of SUNCOM services, including MCS. If the Contractor claims any inaccuracies in CSAB data, the data will be considered accurate unless substantially proven otherwise, at DMS' sole determination.

The Contractor shall not enable or ask DMS or Customers to input ordering and/or invoicing data into CSAB on behalf of the Contractor.

5.4 Communications Service Authorization and Billing - Interface with Contractor

The Contractor may use Application Programming Interfaces (APIs) to implement transactions between CSAB and the Contractor. DMS will test and approve the interface prior to Contractor accepting orders for services and devices. The DMS preferred method is API; however, this is not mandatory. The following requirements apply with regard to the Contractor's APIs with CSAB:

1. The Contractor's API enables data transfer between CSAB and the Contractor's system.
2. When data is sent from CSAB, the Contractor's API must send back an acknowledgement to CSAB.
3. The Contractor's API will perform functions automatically at near real-time.
4. The Contractor shall develop and maintain functional crosswalks between the Contractor's system and CSAB, which maps the data elements in CSAB to equivalent data elements in the Contractor's system. The Contractor will also support DMS' efforts to create functional crosswalks.
5. It is the Contractor's responsibility to ensure data has been received by CSAB, including resending data that has not been acknowledged by CSAB.
6. The Contractor shall provide a testing environment for quality assurance, accessible by DMS.

5.4.1 Batch Routines

The second method the Contractor may utilize to implement transactions with CSAB is through batch routines, which are periodic exchanges of data files containing a large number of records. An example of a batch routine is monthly delivery of invoicing substantiation files (B2B-6), due to the large volume of data.

5.4.2 Manual Review and Data Entry by Contractor Staff

The third method the Contractor may utilize to implement transactions within CSAB is by manual review and data entry. The Contractor can use CSAB screens to view a submitted order from a Customer and mark that order as fulfilled, rather than use B2B-3 and B2B-4 transactions.

The Contractor shall only use manual review and data entry as a method of last resort. The Contractor shall not use manual review and data entry for invoicing substantiation (B2B-6).

5.5 Communications Service Authorization and Billing Service Catalog

MCS services and devices must be approved by DMS and entered into the CSAB Service Catalog prior to making them available for use or purchase by any Customer. DMS will have sole discretion over the CSAB Service Catalog and any updates.

The Contractor shall use the following three (3) types of charges for the MCS services in the CSAB Service Catalog:

1. One-time charge: a single payment for a service or item (e.g., hardware installation).
2. Monthly charge: monthly fixed and recurring charge
3. Metered charge: incremental charge based strictly on usage of the service (e.g., data overage charges).

The Contractor shall comply with the requirements of Chapter 60FF-2, F.A.C., in its use of CSAB.

5.6 Taxes and Government Sanctioned Fees

The Department and Customers do not pay State or federal taxes. Taxes are defined here to include payments that the Contractor is required to collect by law and pay to public entities.

Government-sanctioned surcharges and fees, if the Customer is not exempt, must be collected by the Contractor and may be payable by the State. A description of any new or modified government-sanctioned surcharge or fee must be provided to DMS for review and approval. If approved, the Contractor can then submit a request to update the CSAB Service Catalog.

The standard process whereby the Contractor submits a request for inclusion of services in the CSAB Service Catalog and DMS approves them must be implemented for a new or modified surcharge or fee with the following additional requirements:

1. The catalog item must be tagged as a government-sanctioned surcharge or fee.
2. The description field provided by the Contractor must clearly identify the surcharge or fee.
3. The Contractor must provide the DMS Contract Manager with information sufficient for DMS to develop formulas that replicate the charges through calculations against invoicing substantiation data. The DMS Product Manager will approve the Contractor request if the update to the CSAB Service Catalog is in accord with the amendment.
4. The surcharge or fee must be billed at the inventory ID level and not billed as a lump sum.
5. The Contractor must give DMS advance notification of anticipated surcharge or fee changes with the DMS-approved effective date the charges will be incurred and the amount/percentage.

Non-government sanctioned surcharges and fees, such as activation fees and termination fees, are not chargeable under this Contract.

5.7 User Access Privileges for the Contractor

The Contractor's user CSAB access privileges must be approved and monitored by a Contractor-assigned CSAB Administrator. User access privileges allow the following functions:

1. Manually receive and closeout orders to the Contractor.
2. Review past orders submitted to the Contractor.
3. Review a robust set of inventory data for services provided by the Contractor.
4. Other access as allowed by DMS.

DMS reserves the right to terminate CSAB user access privileges of any Contractor staff without cause or notice.

5.8 Work Orders

Customer work orders are sent to the Contractor as B2B-3 transactions. The Contractor can log-in to CSAB as prompted by a CSAB email to see submitted orders. The Contractor is required to respond to the Customer with distinct B2B-4 fulfillment data for each item, or service, in a work order. Multiple item orders with only a single order number are not fulfilled until every item is delivered.

Some key data elements in addition to CSAB-assigned Inventory ID are:

1. Order ID – identifies a request for one (1) or more items. This ID is associated with everything in a "shopping cart" when a Customer "checks-out."
2. Work Order ID – is associated with each item request within an order that can be fulfilled separately from the rest of the order and requests action for one (1) Service Installation ID.
3. Installed Option ID – identifies the service, feature, or hardware from the CSAB Service Catalog that was requested in the work order.
4. Service Installation ID – identifies the service account resulting from order fulfillment. It is the unique inventory entry in CSAB and is equivalent to, but not the same as, distinct IDs used by Contractor to track status, usage and charges (e.g., circuit ID, phone number, hardware serial number, etc.).

The Contractor is required to provide all of the required fulfillment data in CSAB.

The Contractor shall not charge the Department for any orders from which key fields data, installation dates, or disconnect dates are missing or incorrect. The effective bill date cannot be more than forty-five (45) days from the date the order is closed.

Some orders will include configuration data, including IP addresses, to enable establishing closed user groups on MFN.

5.9 Inventory

Every order, and many other actions related to MCS services, is permanently logged into CSAB. This inventory is a basis for DMS audits of Contractor charges; i.e., if a billed service is not in the inventory or the inventory shows it was not active during the invoicing period, DMS will dispute the charge. The CSAB inventory is also a useful tool for DMS, Customers, and Contractor to see what has been ordered, its status, location, cost, any associated comments, etc.

CSAB inventory is structured around key data elements. Inventory records are not valid without these key fields. CSAB by default has primacy when there are discrepancies between the inventories of the Contractor and CSAB.

The Contractor is required to maintain a corresponding inventory as a basis for invoicing DMS. Periodic reconciliation may be implemented between CSAB and the Contractor's inventory through B2B-5 transactions, at DMS' sole discretion. This will avoid waiting until the Contractor invoices DMS to discover these inconsistencies and having to resolve them through billing disputes. DMS will provide for an exchange of inventory data throughout the month using transaction B2B-4. There is no manual substitute for this process.

5.10 Invoicing Requirements

The Contractor will invoice DMS for all fulfilled orders based on a calendar month with invoices and electronic details submitted to DMS. **Attachment C, SLA-F1**. Invoices to DMS will consist of: 1) invoices for payment on an unchangeable format (e.g., paper) that reflect the total wholesale charges for the month (referred to herein as a, "handbill"), and 2) electronic detail files that substantiate all billable services. The total of substantiated detail charges must match the payment requests on each of the handbills. All credits due must be reflected on the invoice within two (2) billing cycles after the credit has been determined. **Attachment C, SLA-F2.** Both the handbill and electronic files for the CSAB portion must be received no later than the 10th calendar day of each month, unless otherwise agreed with DMS in writing.

5.11 Electronic Substantiating Detail File

The invoice substantiation file consists of electronic detail listing all billable services and activities with the CSAB Inventory ID necessary to be auditable bases for all charges. The detail file must include all charge data on one-time purchases, active service periods, and incremental activities.

All charges must be attributable to distinct identifiers for the services as negotiated in the CSAB Service Catalog, and each discrete charge must be distinguished by a service identifier. Metered charges must also include usage for each billing period (start and end). The file must be provided to DMS using a mutually agreed-upon, secured delivery method, and mutually agreed-upon format.

5.12 Audit of Contractor Invoices

DMS will audit invoices to validate all charges against the current inventory of provided services and the prices associated with the CSAB Service Catalog. If the electronic substantiating detail provided by the Contractor contains some errors but: a) is complete (i.e., contains all of the required data elements); b) substantially corresponds with the CSAB inventory and CSAB Service Catalog; and c) matches the handbill, then DMS will send an audit exception report (B2B-7) to the Contractor detailing any disputed charges. At this time, this is a manual process. At any time during the Contract term, this may become an electronic process, at DMS' sole discretion. DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within two (2) billing cycles from receipt of dispute. If Contractor has not resolved audit exceptions within two (2) billing cycles, the charges will be adjusted as determined by DMS.

5.13 Mandatory Interface with the Contractor

All work orders will be submitted to the Contractor via CSAB or similar system as deployed by DMS. Direct billed Customers will interface solely with the Contractor.

5.14 Properly Authorized Work Orders

No WDS will be provisioned unless the Contractor has a properly authorized work order submitted by DMS through CSAB. Direct billed Customers will interface solely with the Contractor.

5.15 General Billing Requirements

The Contractor will maintain a detailed database that uniquely identifies each pricing component. The CSAB Service Catalog contains unit prices and all qualifiers that are applied to unit prices in order to create an unambiguous database of WDS billable line items. A specific billing code shall have only one (1) unit amount.

5.16 Billing Start

The Contractor shall meet the following criteria to complete billing starts:

1. All bills should commence on the 1st and run through the end of the month based on the completion date, unless otherwise agreed by DMS in writing. Fractional charges are based on the effective bill date.
2. The Contractor cannot retroactively bill for services received before the, the start date of a Purchase Order in MFMP, or is otherwise ordered by the Customer.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

6. Direct Ordering and Billing

This section is applicable to WVS and certain approved WDS items.

The Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM Customers in instances where a vendor or SUNCOM Contractor submitted an invoice directly to a SUNCOM Customer.

The Contractor will accept orders from Customers for all WVS devices, rate plans, and services through MFMP. All direct-billing will be done in accordance with Rule 60FF-2.007, F.A.C. The Contractor will cooperate with the Department and MFMP (and any authorized agent or successor entity to MFMP) to deliver direct-billed WVS devices, rate plans, and services.

The Contractor will work in cooperation with the MFMP vendor. All items available for purchase by any Customer that are listed on the most recent DMS-approved EUPL will be exhibited on the MFMP website as a catalog for Customers. The MFMP catalog shall be updated by the Contractor within one (1) Business Day of any updated EUPLs being posted on the Department's website. By acceptance of an MFMP purchase order, the Contractor agrees to all MFMP terms and conditions.

6.1 Services and Devices Sold to Direct-Billed Customers

The Contractor will not make any service or device available to any Customer that has not been approved by DMS. If a new service or device is approved, the Department will add the service or device to the EUPL and provide a SUNCOM price for the Contractor to market to Customers. The Contractor shall not display or represent any other prices to Customers.

6.2 Cost Recovery Rate

The Contractor will charge Customers the established rates, plus the SUNCOM Cost Recovery Rate (CRR). The CRR will be included on all monthly-recurring Contractor's charges and invoices.

The Department will be responsible for providing notification regarding the CRR to Customers. The Department will provide: i) notification on the MFMP website Punchout catalog, and ii) notification in a mutually agreeable format for OEUs not currently ordering through the MFMP website Punchout catalog.

The Contractor shall provide the Department with the CRR on all services sold to Customers that are direct-billed. The CRR will be assessed on the monthly recurring charges after all discounts, adjustments, and credits are taken into account. Additional charges, including but not limited to devices, taxes, surcharges, or regulatory fees, will not be included in the assessment of the CRR.

The Department may modify the CRR through a written amendment to the Contract with ninety (90) days prior written notice to the Contractor. If mutually agreed upon, modifications to the CRR may take effect earlier than the ninety (90) days.

The CRR will be the same for all Contractors providing MCS. In the event that the Department authorizes a Contractor to collect a lower CRR than on this Contract, the Department will incorporate the lower CRR into this Contract via amendment. The Contractor shall have sixty (60) calendar days after the amendment effective date to charge the CRR on the direct-billed invoices.

The Contractor will remit all funds collected pursuant to the CRR to the Department in the form of a quarterly check. The check will be accompanied with a complete Direct-Billed Quarterly Report. The check will be sent no more than forty-five (45) days after the end of the calendar quarter to cover the cost recovery amounts collected for the previous quarter. **Attachment C, SLA-G1**.

Fees collected for the CRR will be thirty (30) days in arrears after the billing month in which the charges are invoiced on the direct-billed invoice. The Contractor will be required to remit funds associated with this requirement only when payment has been collected from the Customers that are direct-billed under this Contract.

6.3 Contract Association on Direct-Billed Accounts

All direct-billed accounts established with Customers will include a corporate identifier for this Contract assigned by the Contractor in the billing system.

6.4 Monthly Reporting of Direct-Billed Accounts

The Contractor will provide reporting and auditing in accordance with Rule 60FF-2.005, F.A.C. Additionally, the Contractor will provide the Department with an accurate Direct-Billed Monthly Report in an Excel format via e-mail of all direct-billed accounts including, but not limited to: the Customer’s billing account name, Customer corporate identifier, number of active lines, total amount of charges, and billing month. **Attachment C, SLA-G2**. This report will substantiate quarterly payments remitted to the Department. In the event a discrepancy is cited, the Contractor will have thirty (30) days from the date of bill close to provide the Department with the data necessary to reconcile the discrepancy. In the event the Contractor cannot substantiate the cited

discrepancy, the Contractor will be responsible for payment of the disputed amount within thirty (30) days. Online reporting and auditing via the Contractor's portal may be appropriate, if it meets the requirements of this subsection and the reporting can be exported and saved by the Department. The format of the report is subject to DMS final approval.

6.5 Quarterly Reporting of Direct-Billed Accounts

On a quarterly basis, the Contractor will provide the Department a Direct-Billed Quarterly Report that aggregates utilization monthly reporting. **Attachment C, SLA-G3**. The report requirements are as follows:

1. The report must be in an Excel format sent via e-mail of all direct-billed accounts, which will include the Customers' aggregate utilization (minutes, data, and text) and billed amount by device type and billing month.
2. The report must contain information sufficient for the Department to independently verify and validate by Customer the utilization and billed amount by device type and billed amount and the cost recovery due to the Department.
3. The aggregate utilization reporting will not identify CPNI, such as but not limited to account names, subscriber number, or End-user level information for direct-billed Customers.
4. Online reporting and auditing via the Contractor's portal may be appropriate if it meets the requirements of this subsection and the reporting can be exported and saved by the Department.
5. The format of the report is subject to DMS final approval.

6.6 Customers Liability

Direct-billed Customers are solely liable for any performance, duties, payments, and responsibilities generated by their use of this Contract, fiscal or otherwise. As stated in Rule 60FF-2.007(3), F.A.C., "the Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM [Customers] in instances where a vendor or SUNCOM Provider submitted an invoice directly to SUNCOM [Customers]."

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

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T-MOBILE FOR GOVERNMENT

FL BAFO ITN DMS-19/20-006

T-Mobile Work Perks – Exclusive Employee Savings

Because of where you work, get exclusive offers with T-Mobile Work Perks. Save more than $900 over Verizon with $ 10/mo. discount on premium UNLIMITED Talk, Text and Data! Employees can activate **TWO** ways either by calling Business Direct Telesales @855-570-9947 OR visiting any retail store and asking for their employer discount. T-Mobile Work Perks program changes frequently and this represents our current program/offer.

Magenta Max Features
Our premium Unlimited 5G data plan

	Unlimited talk, text, and 5G & 4G LTE smartphone data on our network		2x data speed & texting abroad		Free stuff every week with T-Mobile Tuesdays		40GB of high-speed mobile hotspot data
	Taxes & fees included		Dedicated customer care team		Free texting & unlimited in-flight Wi-Fi		Five layers of scam-blocking protection
	Netflix on us		Up to 4k UHD streaming		Talk, text, & 5GB of high-speed data in MX & CA		

Compared to 3 lines of Verizon Get More Unlimited over 20 mos. with approx. taxes and fees. Carriers features and fees may differ. Above are current Magenta Max features and are subject to change. Req. new acct. on Magenta MAX $5/mo./line discount up to 2 lines for 20 mos. **Activate up to 4K UHD streaming on capable device, or video typically streams at 480p. 40GB full-speed tethering, then unlimited at max 3G speeds.** Unlimited while on our network

More lines. More savings

Number of lines	Magenta Max with AutoPay	T-Mobile Work Perks with AutoPay
1	$85	**$80**
2	$140	**$130**
3	$170	**$160**
4	$200	**$190**

Limited time offers; subject to change. **T-Mobile Work Perks**: Participating locations. Requires a new account and 1 port-in line. $5 will go on voice lines only for 20 months. Credit is applied within 2 bills. Employee validation is required. Customers have 30 days from account activation to add a second voice line and qualify for the $200 offer. May not be combined with some offers or discounts. Up to 12 lines. This is the current T-Mobile Work Perks plan and pricing. T-Mobile changes price plans and offers frequently to remain competitive and provide the best value in wireless. Pricing is subject to change without notice.

How to Verify Employment & Order Service

Upon award, employees will be able to verify employment and obtain service via http://my.t-mobile.com or the T-Mobile app by providing the required information; Company name, first name of employee, last name of employee, work or personal email address, confirm email address, mailing address and MSISDN.

Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

Attachment C
Final Service Level Agreements (SLAs)

Service Category	SLA Number	Deliverable Title	Performance Metric	Financial Consequence All calendar days, unless otherwise stated	Additional SLA Clock Information
Financial Consequences are capped at 4% of the annual revenue. This cap shall exclude all Project Management SLAs (i.e., SLA-D1 through D9).					
Contractor Staffing	SLA-A1	Staffing Positions	a) Key staff positions will be filled within sixty (60) days from Contract execution, in accordance with SOW subsection 2.1 b) Key staff positions will be filled within one hundred and twenty (120) days of vacancy or within the timeframe established by the Department after a waiver of the one hundred and twenty (120) day requirement, in accordance with SOW subsection 2.1	a) $250 per day, per vacancy b) $250 per day, per vacancy c) $250 per day, per incident	a) Should DMS invoke the right to review candidates for key staff positions, the SLA clock will be suspended during the DMS review. b) Should DMS invoke the right to review candidates for key staff positions, the SLA clock will be suspended during the DMS review.

			c) DMS must receive a notification of a vacancy of a key staff position within fourteen (14) days of the vacancy, in accordance with SOW subsection 2.1		c) N/A
	SLA-A2	Final Staffing Organizational Chart	The final Staffing Organizational Chart shall be submitted to the Department no later than thirty (30) days from Contract execution, in accordance with SOW subsection 2.1	$250 per day	The clock stops when an acceptable final Staffing Organizational Chart is provided to DMS. The SLA clock is on hold while DMS reviews.
Services and Devices for Mobile Communication Services	SLA-B1	Network-to-Network Interconnection Failover	Failover successfully accomplished within 500 seconds, in accordance with SOW subsection 3.6	5% of the affected end users' monthly recurring costs (MRC)	The SLA is measured by the Contractor's equipment or system logs. The SLA clock starts when the logs indicate the loss of interconnectivity. The SLA clock stops when the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover. In the event there is an IP connectivity failure

					caused by the Contractor's primary IPSec VPN appliance, the Contractor's network shall failover to their secondary IPSec VPN appliance to maintain connectivity to MFN. The failover in any case shall be accomplished within five-hundred (500) seconds. The failover shall be governed by the BGP routing protocol operating between the MFN and Contractor devices or other as agreed upon by DMS. The financial consequence shall be charged to the Contractor if their primary and secondary VPN appliances fail simultaneously or other Contractor network event which causes a total outage or the VPN appliance failover does not occur in the specified time. The Contractor shall be exempt from this SLA

					if the MFN primary and secondary VPN appliances fail simultaneously.
	SLA-B2	Network-to-Network Interconnection Performance Upgrade with MyFloridaNet	Required capacity upgrade must be completed within sixty (60) days, in accordance with SOW subsection 3.6	$2,000 per day	The SLA clock starts when an upgrade is needed as shown and documented by the Contractor. The SLA clock is on hold during DMS verification of the upgrade. The SLA clock stops when the required capacity upgrade has been accepted by DMS.
	SLA-B3	SLA Compliance Report	The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.18.5	$250 per day	The clock stops when an acceptable SLA Compliance Report is provided to DMS.

					The SLA clock is on hold while DMS reviews.
	SLA-B4	Escalation Activity Report	The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.19.1	$250 per day	The clock stops when an acceptable Escalation Activity Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-B5	Zero Usage Report	The report will be provided quarterly and provided two (2) Business Days before the January, April, July, and October monthly operational meeting, in accordance with SOW subsection 3.19.2	$250 per day	The clock stops when an acceptable Zero Usage Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-B6	Escalation Procedure Development and Updates	Developed within thirty (30) days of Contract execution, in accordance with SOW subsection 3.19.3 and section 4. Updated within three (3) Business Days of email notification from DMS.	$250 per day until developed or until updated	The clock stops when an acceptable Escalation Procedure Development and Updates are provided to DMS. The SLA clock is on hold while DMS reviews.

	SLA-B7	Notification, Planned Maintenance	Notification of any planned maintenance must be received twenty-four (24) hours prior to any planned maintenance, in accordance with SOW subsection 3.19.4 and section 4.	$250 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA applies automatically twenty-four (24) hours prior to any planned maintenance for which notice is not provided.
	SLA-B8	Notification, Emergency Maintenance	Notification received at least thirty (30) minutes prior to the emergency maintenance, in accordance with SOW subsection 3.19.4 and section 4 The Contractor shall send a notification to DMS communicating the wireless services is not available in a generalized area, specific to switch locations, within Florida which includes an estimated time for service restoration (if available) within five (5) hours (maximum) from the outage start time. The SLA shall be measured and verified by the Contractor's system.	$250 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies thirty (30) minutes prior to any emergency maintenance for which notice is not provided.

	SLA-B9	Notification, Unplanned Outage	Notification received within sixty (60) minutes after the discovery of unplanned outage impact, in accordance with SOW subsection 3.19.4 and section 4. The Contractor shall send within sixty (60) minutes (minimum) an electronic notification which informs DMS of an unplanned outage which includes the date, time, and estimated duration of the maintenance. The SLA shall be measured and verified by the Contractor's system.	$250 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies sixty (60) minutes after discovery of unplanned outage impact for which notice is not provided.

	SLA-B10	Migration of Existing MCS Customers	Customer migration will be completed for State agencies within one-hundred and twenty (120) days of completion of the Services Infrastructure Checklist, and will be completed for current MCS OEU Customers within one-hundred and eighty (180) days of completion of the Services Infrastructure Checklist in accordance with SOW subsection 3.23	$3.00 per day, and per wireless data/voice device, until completed	The SLA clock stops for incumbent Contractors when all State agency End-users are identified as either migrated or no longer receiving services from the Contractor.
Contractor Meetings with DMS	SLA-C1	Project Management Monthly Review Meeting	A Project Management Monthly Review Meeting must be conducted within fifteen (15) days upon Contract execution and monthly thereafter, in accordance with SOW subsection 3.25.3.	$250 per day	The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.
	SLA-C2	Project Implementation Phase - Project Kickoff Meeting	A Project Kickoff Meeting must be conducted within thirty (30) days upon Contract execution, in accordance with SOW subsection 3.25.4.	$250 per day	The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.

	SLA-D1	Project Management Plan	A Project Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.2	$250 per day	The clock stops when an acceptable Project Management Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D2	Disaster Recovery Plan	A Disaster Recovery Plan is due within three (3) months of Contract execution, in accordance with SOW subsection 3.26.1.7	$500 per day	The clock stops when an acceptable Disaster Recovery Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D3	Project Status Reports	Project Status Reports must be submitted within two (2) weeks after the Project Kickoff Meeting and every two (2) weeks thereafter, in accordance with SOW subsection 3.26.2.3	$250 per day	The clock stops when an acceptable Project Status Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D4	Guides	Guides must be provided within three (3) months of Contract execution and within one (1) week, or as otherwise specified by DMS, upon requested updates, in accordance with SOW subsection 3.26.3	$250 per day	The clock stops when acceptable Guides is provided to DMS. The SLA clock is on hold while DMS reviews.

	SLA-D5	Project Closure Documentation	Project Closure Documentation must be provided within one (1) month from the close of the Project Implementation Phase, in accordance with SOW subsection 3.26.4	$250 per day	The clock stops when acceptable Project Closure Documentation is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D6	Implementation Plan	A Project Implementation Plan must be provided within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.5.1	$1,000 per day	The clock stops when an acceptable Implementation Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D7	Incumbent Contractor Weekly Migration Report	An Incumbent Contractor Weekly Migration Report is due each week during implementation, in accordance with SOW subsection 3.26.5.1.b	$1,000 per day	The clock stops when an acceptable Incumbent Contractor Weekly Migration Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D8	Individual Customer Specific Migration Plans	Individual Customer-Specific Migration Plans must be provided within four (4) weeks of written notification of the requirement, in accordance with SOW subsection 3.26.5.2	$250 per day	The clock stops when an acceptable Individual Customer Specific Migration Plans is provided to DMS. The SLA clock is on hold while DMS reviews.

	SLA-D9	Services Infrastructure Checklist	The Services Infrastructure Checklist must have all items completed and be accepted by the Department and the Contractor within the timeline agreed to in writing in the Implementation and Migration Plan, in accordance with SOW subsection 3.27	$5,000 per day	The clock stops when the Services Infrastructure Checklist is complete. The SLA clock is on hold while DMS reviews.
Public Safety	SLA-E1	Public Safety Service Plans and Devices Report	The Public Safety Service Plans and Devices Report will be provided monthly, two (2) Business Days before the Monthly Operational Meeting, in accordance with SOW section 4.7	$250 per day	The clock stops when an acceptable Public Safety Service Plans and Devices Report is provided to DMS. The SLA clock is on hold while DMS reviews.
Business Operations	SLA-F1	Invoicing to DMS	Complete and accurate invoices to DMS must be submitted no later than the 10th calendar day of the month for services in arrears, in accordance with SOW subsection 5.10. This excludes Direct-Billed Accounts.	$250 per day	The SLA clock stops when the timestamp for when the proper electronic billing file is submitted to the Department.

	SLA-F2	Application of Billing Credits	Apply each credit by the second available billing cycle after the credit has been determined, in accordance with SOW subsection 5.10 This excludes Direct-Billed Accounts.	$750 per day	The SLA clock stops based upon the timestamp for when the complete and accurate electronic billing file is submitted to the Department.
Direct Ordering and Billing	SLA-G1	Cost Recovery Payment to DMS	An electronic Cost Recovery Payment will be provided within forty-five (45) days after the end of the calendar quarter to cover the fees collected for the previous quarter, in accordance with SOW subsection 6.2	$750 per day	The SLA clock stops the date the check is deposited into the DMS account.
	SLA-G2	Direct-Billed Accounts Monthly Report	A Direct-Billed Accounts Monthly Report will be provided no later than the 30th of the month on all direct-billed accounts, in accordance with SOW subsection 6.4	$750 per day	The clock stops when an acceptable Direct-Billed Accounts Monthly Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-G3	Direct-Billed Accounts Quarterly Report	A Direct-Billed Accounts Quarterly Report will be provided no later than the 30th of the month on all direct-billed accounts, in accordance with SOW subsection 6.5	$750 per day	The clock stops when an acceptable Direct-Billed Accounts Quarterly Report is provided to DMS. The SLA clock is on hold while DMS reviews.

T-Mobile

T-Mobile State of Florida ITN: DMS-19/20-006
Proposed Service Pricing
Updated: May 2021

Service or Feature	Description	Florida Contract MRC
Voice & Data Plans		
Simple Choice Unlimited Talk, Text, and Data w/2GB LTE Data	• Unlimited talk, text and data with no overages. • Includes unlimited calling to any number in Mexico and Canada from the U.S. PLUS unlimited calling, texting and data while traveling in Canada and Mexico (use your 4G LTE data up to 5GB). • Up to 2GB 4G LTE data per month. • Unlimited data and texting when you travel to any of 120+ countries and destinations so you can stay connected when you're abroad. • Includes Binge On optimized video streaming that saves your data. • Music Freedom with unlimited music streaming on our network from top services such as Pandora and iHeart Radio without using your data. • Detectable video typically streams at 480p; disable any time.	$12.92
Government Unlimited for Phones	• Unlimited talk, text, and data on our advanced network with no data overages. • Free Scam Shield™ app. with Scam ID and Scam Block. • Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in more than 210 countries and destinations • Unlimited domestic data roaming and unlimited video streaming at DVD quality • 11GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and a free hour of Wi-Fi on Gogo®-enabled flights • Video typically streams on smartphone/tablet at DVD quality (480p) unless you enable HD Video (1080p).	$24.97
Government Unlimited for Phones w/Device Subsidy Level 1	• Unlimited talk, text, and data on our advanced network with no data overages. • Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. • Unlimited text and 2G data roaming in more than 210 countries and destinations • Unlimited domestic data roaming and unlimited video streaming at DVD quality • 11GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Free texting and a free hour of Wi-Fi on Gogo-enabled flights • Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment.	$35.30
Government Unlimited for Phones w/Device Subsidy Level 2		$45.63
Government Unlimited for Phones w/Device Subsidy Level 3		$55.10
Government Unlimited for Phones Data Feature w/21GB Hotspot	Unlimited 4G LTE Data feature with 21GB Hotspot (with unlimited max 3G hotspot speeds thereafter).	$8.61
Government Unlimited for Phones Data Feature w/31GB Hotspot	Unlimited 4G LTE Data feature with 31GB Hotspot (with unlimited max 3G hotspot speeds thereafter).	$12.92
Government Unlimited for Phones Data Feature w/41GB Hotspot	Unlimited 4G LTE Data feature with 41GB Hotspot (with unlimited max 3G hotspot speeds thereafter).	$21.53

Service or Feature	Description	Florida Contract MRC
Mobile Internet Plans		
Simple Choice Unlimited Mobile Internet Data for Government w/2GB 4G LTE Data	• High-speed data in the U.S. with no overages. • Up to 5GB of your high-speed data in Canada and Mexico. • Up to 2 GB of monthly high-speed mobile internet access. Speeds slowed to up to 2G speeds after 2 GB. • Unlimited international web while roaming in 210+ countries & destinations. • Includes Binge On - optimized video streaming (typically streams at 480p) AND stream unlimited video on popular services like Netflix, HBO NOW, Hulu and more without using your high-speed data. • Includes Data Stash which rolls your unused on-network 4G LTE data into your Data Stash bucket up to 20GB that must be used within 12mos. • Stream unlimited music on services like Pandora, iHeartRadio and more without counting against your 4G LTE data on our network.	$10.25
Government Unlimited 4G LTE Mobile Internet Data	• Unlimited 4G LTE High-speed Mobile Internet Data • Unlimited domestic messaging • Domestic data roaming • Simple Global • Stateside International Unlimited Texting • For use with Tablets/Hotspots/Routers/Modems	$30.14
Government Unlimited Mobile Internet for Tablets w/11GB Hotspot	• Unlimited texting and 4G LTE data on our advanced network with no data overages. • 11GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality	$20.23
Government Unlimited Mobile Internet for Tablets w/21GB Hotspot	• Unlimited texting and 4G LTE data on our advanced network with no data overages. • 21GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality	$30.14
Government Unlimited Mobile Internet for Tablets w/31GB Hotspot	• Unlimited texting and 4G LTE data on our advanced network with no data overages. • 31GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality	$34.87
Government Unlimited Mobile Internet for Tablets w/41GB Hotspot	• Unlimited texting and 4G LTE data on our advanced network with no data overages. • 41GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality	$45.20

Service or Feature	Description	Florida Contract MRC
Project 10Million Plans*		
Project 10Million TFB 100 GB Per Year Program Plan (NSLP)	•100 GB data per year. •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. •For eligible NSLP student household only. •Subject to annual state allotment and Education PM approvals. •5-year T-Mobile commitment.	$0.00
Project 10Million TFB 100 GB Per Month Program Plan (NSLP)	•100 GB data per month. •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. •For eligible NSLP student household only. •Subject to annual state allotment and Education PM approvals. •5-year T-Mobile commitment.	$12.30
Project 10Million Unlimited Program Plan (NSLP)	•Unlimited data per month. •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. •For eligible NSLP student household only. •Subject to annual state allotment and Education PM approvals. •5-year T-Mobile commitment.	$15.38
Project 10Million TFB 100 GB Per Month General Rate Plan (NSLP & Non-NSLP)	•100 GB data per month (2-year commitment). •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	$12.30
Project 10Million General Unlimited Plans (NSLP & Non-NSLP)	•Unlimited data per month (2-year commitment). •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	$15.38
Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	•Unlimited data per month (1-year commitment). •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	$20.50
Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	•Unlimited data per month (Month-to-Month Term). •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	$25.63
Machine to Machine Unlimited Data		
Machine to Machine Unlimited Data (128kbps) w/Text	Machine-to-machine use. The data speed is limited to a maximum of 128 kbps. Includes 200mb of domestic roaming data and 500 SMS. This plan does not support voice calling.	$5.13
Machine to Machine Unlimited Data (512kbps) w/text	Machine-to-machine use. The data speed is limited to a maximum of 512 kbps. Includes 200mb of domestic roaming data and 500 SMS. This plan does not support voice calling.	$10.25
Features		
Government Public Static IP Voice	Government Public Static IP Voice, MMS & tethering not supported. Customized setup on devices needed.	$2.05
Government Public Static IP Mobile Internet	Government Public Static IP Mobile Internet. Customized setup on devices needed.	$2.05
SMARSH Message Archiving***	Capture, Archive, and Search Mobile Text Messages	$5.13
Geotab Fleet Management for Government Plans		
Geotab Fleet Management Base Plan for Government TE	GPS location, VIN, Driver ID, and basic IOX support worldwide	$12.92

Service or Feature	Description	Florida Contract MRC
Geotab Fleet Management Regulatory Plan w/HOS for Government TE	Hours of Service, IFTA and Temperature Monitoring functionality over the Base plan. Geared toward assisting fleets in meeting a range of compliance regulations in the USA and Canada	$20.23
Geotab Fleet Management Pro Plan TE	The functionality of the Regulatory plan and support for engine and accelerometer data worldwide	$24.97
Geotab Fleet Management Pro Plus Plan TE	The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including EV data worldwide.	$30.14
Geotab Fleet Management Pro Plus Plan TE (approval required)	The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including EV data worldwide. 100 line minimum.	$18.49
First Responder Voice Plans*		
Connecting Heroes** Unlimited $0	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited talk, text, and unlimited data while on our network with no overages. • Includes 1GB of high-speed mobile hotspot data, then unlimited hotspot data at 3G speeds. • Unlimited talk, text, and up to 5GB of 4G LTE data in Mexico and Canada, then data at speeds up to 128kbps. • Additional international features available for purchase. • Not subject to data prioritization	$0.00
Connecting Heroes** AMP Unlimited $15	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Connecting Heroes features plus 20GB of high-speed mobile hotspot data, then unlimited hotspot data at 3G speeds. • Unlimited texting and data at up to 256kbps when traveling abroad in 210+ countries and destinations. • Unlimited texting and in-flight Wi-Fi on Gogo®-enabled flights. • Unlimited talk, text, and up to 5GB of 4G LTE data in Mexico and Canada, then data speeds at up to 256 kbps. • Name ID and Voicemail to Text. • Video streams at up to 1080p when HD video is activated. • Not subject to data prioritization	$15.38
First Responder Unlimited Talk and Text with 2GB 4G LTE Data	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited talk, text and data while on our network with no overages. • Includes 2GB 4G LTE & Smartphone Mobile Hotspot (SMHS) data on your smartphone while on our network. • Not subject to data prioritization	$12.92
First Responder Unlimited Talk and Text with 6GB 4G LTE Data	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited talk, text and data while on our network with no overages. • 6GB 4G LTE & Smartphone Mobile Hotspot (SMHS) data on your smartphone while on our network. • Not subject to data prioritization	$25.84

Service or Feature	Description	Florida Contract MRC
First Responder Unlimited for Phones	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited talk, text, and data on our advanced network with no data overages. • Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. • Unlimited texting and 2G data roaming in more than 210 countries and destinations • Unlimited domestic data roaming and unlimited video streaming at DVD quality • 11GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Free texting and a free hour of Wi-Fi on Gogo-enabled flights • Not subject to data prioritization	$29.27
First Responder Unlimited for Phones w/unlimited hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited talk, text, and data on our advanced network with no data overages. • Unlimited 4G LTE hotspot data • Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. • Unlimited texting and 2G data roaming in more than 210 countries and destinations • Unlimited domestic data roaming and unlimited video streaming at DVD quality • Free texting and a free hour of Wi-Fi on Gogo-enabled flights • Not subject to data prioritization	$72.32
First Responder Unlimited for Phones w/Device Subsidy Level 1	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited talk, text, and data on our advanced network with no data overages. • Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. • Unlimited texting and 2G data roaming in more than 210 countries and destinations • Unlimited domestic data roaming and unlimited video streaming at DVD quality • 11GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Free texting and a free hour of Wi-Fi on Gogo-enabled flights • Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. • Not subject to data prioritization.	$39.61
First Responder Unlimited for Phones w/Device Subsidy Level 2		$49.94
First Responder Unlimited for Phones w/Device Subsidy Level 3		$59.41
First Responder Unlimited for Phones Data Feature w/11 GB Hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. • Includes 11GB of high-speed Mobile Hotspot.	$0.00
First Responder Unlimited for Phones Data Feature w/21 GB Hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. • Includes 21GB of high-speed Mobile Hotspot.	$8.61

Service or Feature	Description	Florida Contract MRC
First Responder Unlimited for Phones Data Feature w/31 GB Hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. • Includes 21GB of high-speed Mobile Hotspot.	$12.92
First Responder Unlimited for Phones Data Feature w/41 GB Hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. • Includes 21GB of high-speed Mobile Hotspot.	$21.53
First Responder Data Plans*		
First Responder Unlimited 4G LTE Mobile Internet	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited 4G Mobile Hotspot data while on our network with no overages or • Up to 5GB LTE data in Canada and Mexico, then unlimited at 2G speeds. • Not subject to data prioritization.	$34.44
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 11GB hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited texting and 4G LTE data on our advanced network with no data overages. • 11GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality • Not subject to data prioritization.	$24.54
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 21GB hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited texting and 4G LTE data on our advanced network with no data overages. • 21GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality • Not subject to data prioritization.	$34.87
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 31 GB hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited texting and 4G LTE data on our advanced network with no data overages. • 31GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality • Not subject to data prioritization.	$39.18

Contract No.: DMS-19/20-006B
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

Service or Feature	Description	Florida Contract MRC
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 41 GB hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited texting and 4G LTE data on our advanced network with no data overages. • 41GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality • Not subject to data prioritization.	$49.51

NOTE: Prices do not include applicable taxes and surcharges

***Requirements for the Government Unlimited Rate Plan with Subsidy Allowance and First Responder Government Rate Plan with Subsidy Allowance - Smartphones**

1) For the device subsidy ("Device Subsidy") to be effective, Customer will activate a line of Service under its Master Account. Each line of Service which receives a Device Subsidy must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service (the "Subsidy Term");

2) Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period");

3) Each line of Service must be activated in accordance with the terms of the Agreement;

4) Each line of Service which is activated under the Master Account can only qualify once for a Device Subsidy during the Initial Term;

5) The Device Subsidy cannot be combined with any other discounts, credits or promotional offers; and

6) Customer's account with T-Mobile must be in good standing to receive the Device Subsidy.

Minimum Activation Period/Termination. For any line of Service that receives a device subsidy ("Device Subsidy"), each line of Service must be activated and remain active for a minimum of 24 months without suspension or termination of any line of Service (the "Subsidy Term"). Customer will be eligible to upgrade or replace a subsidized device at a discounted device price upon fulfillment of the Subsidy Term. Service terminations prior to the end of the Subsidy Term, may require Customer to reimburse T-Mobile for a pro rata portion of the Device Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of $150 for such line, then Customer will reimburse T-Mobile $75 (i.e. 50% [12/24 months] X $150) for such terminated line). In the event of Service terminations prior to the end of the Subsidy Term, Customer agrees to reimburse T-Mobile within 30 days of termination of the affected lines of Service for the aggregate amount of issued Device Subsidy for lines of Service which are terminated before the end of the Subsidy Term.

***First Responder plans** (excluding Connecting Heroes) are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Minimum qualification is meeting one of the following NAICS Codes [(i) Police Protection 922120, (ii) Fire Protection 922160, (iii) Ambulance Services 621910). Final eligibility determinations are in T-Mobile's discretion and can only be purchased through the Government Account Executive.

****Connecting Heroes** plans not eligible for any aggregate volume discount; $15 price does not include applicable taxes, fees and surcharges. Video typically streams on smartphone/tablet at DVD quality (480p). Coverage not available in some areas and may be impacted by emergencies; check your response area. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling $3.18 per voice line ($0.60 for RPF & $2.58 for TRF) applies to $15 plan; taxes/fees approx. 0–19% of bill. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra; additional costs posted here: https://www.t-mobile.com/support/account/out-of-plan-phone-numbers. Unlimited high-speed data US only. In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128kbps. Additional international features available for purchase. Not available for hotspots and some other data-first devices. On $0 plan, video streams at up to 1.5Mbps unless you add Plus. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Tethering: 1GB high-speed data (20GB with Plus) then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Network Management: Program/Service may be slowed, suspended, terminated, or restricted for interference with our network or ability to provide quality service to other users or abusive/excessive use. On-device usage is prioritized over tethering usage, which may result in higher speeds for data used on device. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.

****Connecting Heroes** plans are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Final eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required but is not the sole basis for eligibility: Police Protection 922120 Fire Protection 922160, Ambulance Safety Services 621910. Additionally, qualifying in one of the following subcategories is required:

-Police, fire, or emergency medical services first responders
-Public safety or law enforcement command -Police, sheriff, fire, or emergency medical services
-Police or fire chiefs and their staff -Police or fire field command
-Police or fire dispatch -911 call centers

**Total Line Eligibility and Line Limits for Connecting Heroes. Customer may be subject to a limit on lines using either, or a combination of both, the $0 and $15 rate plans ("Line Limit"). Line Limits are based on number of personnel performing first responder functions as described herein ("Qualifying Headcount"). By way of example only, Qualifying Headcount will include, but will not be limited to, firefighters, EMTs, police officers, and dispatchers, but will not include, by way of example only, maintenance staff and office staff. In its sole discretion, T-Mobile will review the Customer's Line Limit based on Customer's Qualifying Headcount. T-Mobile may request documentation from Customer relating to its Qualifying Headcount. T-Mobile may also re-verify Customer's Qualifying Headcount on a regular basis during the Term of the Addendum. Changes in Customer's Qualifying Headcount may affect Customer's total Line Limit.

***Project 10Million**

Limited time offer; subject to change. Available lines are limited. Intended for student mobile connectivity. Must verify student National School Lunch Program eligibility. 1 offer per household. Confirm your program can accept free equipment and/or service. Roaming not available. Annual data service ends at earlier of 100GB or 365 days; monthly data service ends at 100GB on $12 plan. Excessive switching between data allotments may be limited. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling $1.16 per data only line ($0.15 for RPF & $1.01 for TRF) apply for paid plans. Video streams at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Coverage not available in some areas. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com for additional information.

*****SMARSH:** Qualifying credit, service, activation, and one license per line required. Subject to third party license and service terms; visit www.smarsh.com for details. Coverage not available in some areas. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com.

Customer's use of the MyGeotab Application is subject to acceptance of the Geotab End User Agreement Terms and Conditions presented to Customer upon first log-in to the MyGeotab Application ("Geotab Terms"). Customer may log-in to the MyGeotab Application at http://my.geotab.com.

General Rate Plan Terms and Conditions: On all T-Mobile plans, for the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone and tablet usage is prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones and tablets. Not all features available on all devices. Coverage not available in some areas Unlimited talk & text features for direct communications between 2 people. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use.

Tethering: Tethering at max 3G. Service may be terminated or restricted for excessive roaming.

Simple Global: Usage may be taxed in some countries. Calls from Simple Global countries over Wi-Fi are $.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128Kbps without Plus; with Plus approx. 256 Kbps. See http://www.t-mobile.com/optional-services/roaming.html for included countries and destinations. The list is subject to change at T-Mobile's discretion.

Stateside Int'l Talk: Calls must originate on T-Mobile's U.S. network or in Canada/Mexico. Rates and included countries vary and may change. On-network and U.S. roaming data allotments differ; includes 200 MB domestic roaming. Partial megabytes rounded up. Select companion smartphone and separate qualifying service on each device required.

Simple Choice North America General Terms: Charges apply for calls to other countries. Call forwarding only to U.S. numbers. Partial minutes/megabytes rounded up. Full speeds available up to monthly allotment, including tethering (Unlimited on-smartphone 4G LTE data option includes 14 GB of tethering); then, slowed to up to 2G speeds through bill cycle. Certain uses, e.g., some speed test apps, may not count against high-speed data allotment or have speeds reduced after allotment reached. U.S. roaming and on-network data allotments differ; see your selected service for details.

Data Stash: Up to 20 GB of on-network data from past 12 months carries over to next billing cycle for as long as you maintain qualifying service. Coverage not available in some areas; we are not responsible for our partners' networks.
Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. See T-Mobile.com/OpenInternet for data management details.

T-Mobile

T-Mobile State of Florida ITN: DMS-19/20-006
Promotional Device Offerings

Equipment Discounts - Valid 04/1/2021 - 06/30/2021

Subsidy Level 1 Rate Plan	up to $400 Device Credit
Subsidy Level 2 Rate Plan	up to $600 Device Credit
Subsidy Level 3 Rate Plan	up to $800 Device Credit

Note: Promotional Pricing discounts are subject to change at T-Mobile's discretion

Contract No.: DMS-19/20-006B
Attachment D, Exhibit 1 - Vendor's Device List

Updated 5/10/2021

****EQUIPMENT DISCLAIMER****

Pricing is exclusive to T-Mobile's Business Markets account team with activation on a qualifying rate plan. Rebates are for a limited time only. Pricing and rebates are only good on new activations. Tax and shipping charges (if applicable) are extra. To review if a handset is available, please contact your T-Mobile Business Markets Representative. Depicted phone models are sold solely for use with T-Mobile service. Ability to use some or all features depends on handset device capability and connection to our network. Device specifications provided by the manufacturer. All equipment and color selection are subject to availability.

Device Portfolio

Device Manufacturer	Alcatel
Device Name	GO FLIP 3 Prime Black
Image	
Full retail Price w/ Service:	$100/ $0 with new activation
SKU	610214661463 (Black)
Display Size	2.8
Included Battery	1350 mAh
Network Technology	Wi-Fi, VoLTE, LTE
Operating Band	2, 4, 5, 12, 25, 26, 41, 66, 71
Processor	Qualcomm MSM8909
Camera	2MP rear
Memory	512 MB RAM
Storage	4 GB ROM

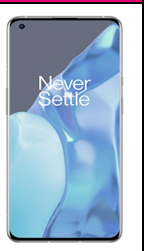
5/10/2021

Note:
Equipment availability is subject to change
Prices do not include applicable taxes and surcharges

Device Manufacturer	Alcatel	Alcatel	Alcatel	Google	LG	LG	LG	LG	LG
Device Name	Alcatel T-Mobile REVVL 4	Alcatel T-Mobile REVVL 4+	Alcatel T-Mobile REVVL 5G	Google Pixel 4a 5G	LG Aristo 5	LG K51	LG G8 ThinQ	LG V60 ThinQ 5G Single Screen	LG V60 ThinQ 5G Dual Screen
Im									
Full retail Price w/ Service:	$120.00	$192.00	$399.99	$499.99	$150.00	$162.00	$749.99	$649.99	$699.99
SKUs	610214665959 (Graphite)	610214664846 (Steel Gray)	610214664839 (Nebula Black)	610214666710 (Black)	610214663863 (Silver)	610214663696 (Titan)	610214660398 (Carmine Red)	610214663801 (Classy Blue), 610214663757 (Classy White)	610214663672 (Classy Blue)
Display Size	6.22"	6.52"	6.53"	6.2"	5.71"	6.5"	6.1"	6.8"	Dual 6.8" Displays
Resolution:	1520 x 720	1600 x 720	2340 x 1080	2340 x 1080	720 x 1520	720 x 1560	3840 x 2160	2460 x 1080	2460 x 1080
Included Battery	3500 mAh	4000 mAh	4500 mAh	3885 mAh	3,000 mAh	4,000 mAh	3500 mAh	5,000 mAh	5,000 mAh
Operating System	Android 10	Android 10	Android Q 10	Android R 11.x	Android Q 10.x	Android™ 10 Q	Android 9.0	Android™ 10 Q	Android™ 10 Q
Connections	Wi-Fi, VoLTE, LTE	Wi-Fi, NFC, VoLTE, LTE	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, VoLTE, LTE	Wi-Fi, VoLTE, LTE	Wi-Fi, VoLTE, LTE	Wi-Fi, VoLTE, LTE, 5G	Wi-Fi, VoLTE, LTE, 5G
Operating Band	2, 4, 5, 7, 12, 25, 26, 41, 66, 71	850/900/1800/1900/2/4/5/12/66/71	0/1/10/2/4/5/8/25/41/66/850/900/1800/1900/n2/n66/n71	TDD: Up to 1CC x 100MHz 4x4 MIMO, 1/2/3/4/5/7/8/12/13/14/17/18/19/20/25/26/28/29/30/32/38/39/40/41/42/46/48/66/71	4G LTE 1, 2, 4, 5, 7, 12, 25, 26, 38, 66, 71 4G (HSPA+) 1, 2, 4, 5	1, 2, 3, 4, 5, 7, 12, 13, 20, 25, 26, 38, 41, 66, 71	2/4/5/12/46/48/66/71 LTE Roaming Bands 1/3/7/8/13/17/20/25/26/28/38/39/40/41	1, 2, 3, 4, 5, 7, 8, 12, 13, 20, 25, 26, 28, 38, 39, 40, 41, 46, 48, 66, 71 n71, n66, n2, n41, n25	1, 2, 3, 4, 5, 7, 8, 12, 13, 20, 25, 26, 28, 38, 39, 40, 41, 46, 48, 66, 71 ,n71, n66, n2, n41, n25
Hearing Aid Compatibility	M3 / T3	M3 / T3	M3 / T3	M3 / T3	M3 / T3	M3 / T3	M4 / T3	M4 / T4	M4 / T4
Processor	MediaTek MT6761V/CA processor with 2.0GHz quad-core	Qualcomm® Snapdragon™ 665 SM6125 processor with 1.8GHz octa-core	Qualcomm® Snapdragon™ 765 SDM7250 processor with 1.8GHz octa-core	Qualcomm® Snapdragon™ 765G (2.4 GHz + 2.2 GHz + 1.8GHz, 64-bit Octa-Core)	MT6762	MediaTek MT6762 2.0 GHz Octa-Core	Qualcomm Snapdragon™ 855 up to 2.9 GHz x 4 + 1.7 GHz x 4 Octa-Core	2.5GHz Octa-Core Qualcomm Snapdragon™ SM8250	2.5GHz Octa-Core Qualcomm Snapdragon™ SM8250
Memory	2 GB RAM, 32 GB ROM Supports up to 128 GB MicroSD card	4 GB RAM, 32 GB ROM Supports up to 256 GB MicroSD card	6 GB RAM, 128 GB ROM Supports up to 256 GB MicroSD card	6GB LPDDR4x RAM, 128GB storage Does not support external SD cards	2 GB RAM, 32 GB ROM Supports up to 32 GB MicroSD card	3 GB RAM, 32 GB ROM Supports up to 2 TB MicroSD card	6 GB RAM, 128 GB ROM Supports up to 2 TB MicroSD card	8 GB RAM, 128 GB ROM	8 GB RAM, 128 GB ROM
Camera	13 MP (rear facing) 5 MP (front facing)	16 MP + 5 MP (rear facing) 16 MP (front facing)	48 MP (main) + 8 MP (Super Wide) + 5 MP (Macro) (rear facing) 16 MP (front facing)	12.2 MP / 16 MP ultrawide (rear facing) 8 MP (front facing)	13 MP (rear facing) 5 MP (front facing)	3MP (F1.8) main, 5MP (F2.2) wide, 2MP (F2.4) depth rear-facing camera 13MP (F2.0) front-facing selfie camera	Dual rear facing 12 MP Standard angle/16 MP Super wide angle 8MP Standard angle front facing camera	64 MP + 13 MP rear camera / 10 MP front camera	64 MP + 13 MP rear camera / 10 MP front camera

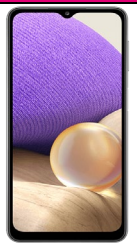
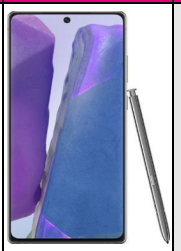
5/10/2021

Note:
Equipment availability is subject to change
Prices do not include applicable taxes and surcharges

Device Manufacturer	LG	LG	Motorola	Motorola	Motorola	Motorola	OnePlus	OnePlus	OnePlus	OnePlus
Device Name	LG Velvet 5G	LG Wing	Motorola moto e	Motorola moto one 5G ACE	Motorola RAZR 5G	Motorola moto g play	OnePlus 8 5G	OnePlus 8T+ 5G	OnePlus OnePlus 9 5G	OnePlus OnePlus 9 Pro 5G
Im										
Full retail Price w/ Service:	$400.00	$999.99	$150.00	$264.00	$999.99	$150.00	$599.99	$749.99	$729.99	$1,068.00
SKUs	610214665485 (Aurora Gray), 610214664907 (Pink White)	610214666314 (Aurora Gray), 610214666659 (Illusion Sky)	610214663436 (Midnight Blue)	No SKU Found	610214665171 (Blush Gold)	610214667007 (Blue)	610214663818 (Interstellar Glow), 610214663825 (Onyx Black)	610214665409 (Aquamarine Green), 610214665393 (Lunar Silver)	610214668226 (Black)	610214668356 (Silver)
Display Size	6.58"	6.8"	6.2"	6.7"	6.2"	6.5	6.55"	6.55"	6.55"	6.7"
Resolution:	1080 x 2460	1080 x 2460	1520 x 720	2400 x 1080	876 x 2142	1600 x 720	1080 x 2400	1080 x 2400	2400 x 1200	3216 x 1440
Included Battery	4000 mAh	4000 mAh	3550 mAh	5000 mAh	2800mAh	5000 mAh	4300 mAh	4500 mAh	4500 mAh	4500 mAh
Operating System	Android 10	Android Q 10	Android 10.0	Android	Android Q 10	Android	Android 10.0	Android R 11	Android	Android
Connections	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G
Operating Band	850/900/1800/1900/2/4/5/7/12/66/71/25/26/41	n25, n41, n66, n71, 1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 20, 25, 26, 28, 38, 39, 40, 41, 46, 48, 66, 71	LTE band 1/2/3/4/5/7/8/12/13/17/25/26/66/71	5G: n2, n25, n41, n66, n71; LTE: 2, 4, 5, 12, 25, 26, 41, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 14, 17, 20, 28, 30, 38, 39, 40	n2, n25, n41, n66. n77, LTE band 1/2/3/4/5/7/8/13/20/25/26/28/38/39/40/41/46/48/66/71	LTE: 2, 4, 5, 12, 25, 26, 41, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 17, 38	1/2/3/4/5/7/8/12/13/17/18/19/20/25/26/28/29/30/32/41/66/71	1/2/3/4/5/7/8/12/13/17/18/19/20/25/26/28/29/30/66/71	LTE: 2, 4, 5, 12, 41, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 17, 18, 19, 20, 25, 26, 28, 29, 30, 34, 38, 39, 40. 5G: n2, n5, n25, n41, n66, n71, n260, n261; CDMA: BC0, BC1, BC10	LTE: 2, 4, 5, 12, 41, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 17, 18, 19, 20, 25, 26, 28, 29, 30, 34, 38, 39, 40. 5G: n2, n5, n25, n41, n66, n71, n260, n261; CDMA: BC0, BC1, BC10
Hearing Aid Compatibility	M4 / T3	M4 / T3	M4 / T3	M3, T3	M3 / T3	M3, T3	M4 / T3	M3 / T3	M3, T3	M3, T3
Processor	MediaTek Dimensity 800	Qualcomm Snapdragon 765G 5G Mobile Platform	Qualcomm® Snapdragon™ 632 with 1.8 GHz octa-core	Qualcomm® Snapdragon™ 750G 5G	5G Enabled Qualcomm® Snapdragon™ 765G	Qualcomm® Snapdragon™ 460	Qualcomm® Snapdragon™ 865	Qualcomm® Snapdragon™ 865	Qualcomm® Snapdragon™ 888	Qualcomm® Snapdragon™ 888
Memory	6 GB RAM, 128 GB ROM	8 GB RAM, 256 GB ROM Supports up to 2 TB MicroSD card	2 GB RAM, 32 GB ROM Supports up to 512 GB MicroSD card	6 GB RAM, 128 GB ROM Supports up to 512 GB MicroSD card	8 GB RAM, 256 GB ROM	3 GB RAM, 32 GB ROM	8 GB RAM, 128 GB ROM Does not support external SD cards	12 GB RAM, 256GB ROM Does not support external SD cards	8 GB RAM, 128 ROM	12 GB RAM, 256 ROM
Camera	16 MP (front) / 48 MP Standard, 8 MP Ultra-wide, 5 MP Depth (rear)	Triple rear facing 64 MP Standard angle / 13 MP Ultra-wide angle / 12 MP Depth Camera 32MP Pop-up front facing camera	13 MP (rear facing) 5 MP (front facing)	48MP Quad-pixel Camera 16MP Front Facing Camera	48 MP (external, outer camera) 20 MP (internal, inner camera)	13 MP (rear facing) 5 MP (front facing)	48 main + 12 extra wide + 2 MP macro (triple rear facing) 16 MP (front facing)	48 main + 16 ultra wide + 5 MP macro+ 5 MP Mono (rear facing) 16 MP (front facing)	48MP Main Camera 16MP Front Camera	48MP Main Camera 16MP Front Camera

5/10/2021

Note:
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Prices do not include applicable taxes and surc

Device Manufacturer	OnePlus	OnePlus	Samsung	Samsung	Samsung	Samsung	Samsung	Samsung	Samsung
Device Name	OnePlus OnePlus Nord N100	OnePlus OnePlus Nord N10 5G	Samsung Galaxy A12	Samsung Galaxy A32 5G	Samsung Galaxy A52 5G	Samsung Galaxy A71 5G	Samsung Galaxy S20 FE 5G (128 GB)	Samsung Galaxy Note 20 5G 128GB	Samsung Galaxy Note 20 Ultra 5G 128GB
Im									
Full retail Price w/ Service:	$180.00	$299.99	$180.00	$282.00	$504.00	$500.00	$699.99	$999.99	$1,299.99
SKUs	610214666819 (Black)	610214666826 (Black)	610214668899 (Black)	610214668905 (Balck)	610214668912 (Black)	610214664426 (Prism Cube Black)	610214666390 (Cloud Lavendar), 610214666383 (Cloud Mint), 610214666376 (Cloud Navy)	610214665294(Gray)	610214665355(Bronze)
Display Size	6.52"	6.49"	6.5"	6.5"	6.5"	6.7"	6.5"	6.7"	6.9"
Resolution:	1600 x 720	2400 x 1080	1600 x 720	1600 x 720	2400 x 1080	1080 x 2400	2400 x 1080	2400 x 1080	3088 x 1440
Included Battery	5000 mAh	4300 mAh	5,000 mAh	5,000 mAh	4,500mAh	4500 mAh	4500mAh	4300 mAh	4500 mAh
Operating System	Android	Android	Android	Android	Android	Android Q 10.0	Android Q 10	Android 10.0	Android
Connections	VoLTE, LTE	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G
Operating Band	CDMA: BC0, BC1, BC10; LTE: 2, 4, 5, 12, 41, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 17, 20, 25, 26, 28, 38	5G: n2, n5, n25, n41, n66, n71; CDMA: BC0, BC1, BC10; LTE: 2, 4, 5, 12, 41, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 17, 18, 19, 20, 25, 26, 28, 29, 30, 34, 38, 39, 40	LTE: 2, 4, 5, 12, 66, 71; LTE Roaming: 1, 3, 7, 13, 20, 25, 26, 38	n25, n41, n66, n71, B1, 2, 3, 4, 5, 7, 12, 13, 20, 25, 26, 38, 39, 40, 41, 46, 66, 71	n41, n71, B1, 2, 3, 4, 5, 7, 12, 13, 20, 25, 26, 38, 39, 40, 41, 46, 66, 71	5G N71 (N600) 4G LTE 2, 4, 5, 12, 48, 66, 71, LTE-U/LAA 46	GSM: 850 MHz, 900 MHz, 1800 MHz, 1900 MHz; LTE: 2, 4, 5, 12, 41, 46, 48, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 25, 26, 28, 38, 39, 40; UMTS: Band I (2100), Band II (1900), Band IV (1700/2100), Band V (850), Band VIII (900); 5G: n41,	GSM: 850 MHz, 900 MHz, 1800 MHz, 1900 MHz; UMTS: Band I (2100), Band II (1900), Band IV (1700/2100), Band V (850); 5G: n41, n71, n260, n261; LTE: 2, 4, 5, 12, 25, 26, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 28, 38, 39, 40, 41	UMTS: Band I (2100), Band II (1900), Band IV (1700/2100), Band V (850); GSM: 850 MHz, 900 MHz, 1800 MHz, 1900 MHz; 5G: n41, n71, n260, n261; LTE: 2, 4, 5, 12, 25, 26, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 28, 38, 39, 40, 41
Hearing Aid Compatibility	M3, T3	M3, T3	M3, T3	M3, T3	M3, T3	M4 / T3	M4 / T3	M4 / T3	M4 / T3
Processor	Qualcomm® Snapdragon™460 Processor	Qualcomm® Snapdragon™ 690	QMT6765 Octa Core	Mediatek Dimensity 720 5G MT6853	Qualcomm® Snapdragon™ 750G 5G	Qualcomm 7250 Octa Core (1*2.4GHz, 1*2.2GHz, 6*1.8GHz)	Qualcomm Snapdragon 865	Qualcomm Snapdragon 865 Plus	Qualcomm Snapdragon 865 Plus, GPU 670MHz
Memory	6 GB RAM, 64 GB ROM Expandable memory: Supports up to 256GB MicroSD card	6 GB RAM, 128 GB ROM Expandable memory: Supports up to 512GB MicroSD card	3GB RAM, 32GB ROM Supports up to 1 TB MicroSD card	4GB RAM, 32GB ROM Supports up to 1 TB MicroSD card	6GB RAM, 128GB ROM Supports up to 1 TB MicroSD card	6GB RAM, 128GB ROM Supports up to 512 GB MicroSD card	6 GB RAM / 128GB ROM	128GB / 512GB ROM	128GB / 512GB ROM
Camera	13MP Triple Camera System 8MP Front Camera	64MP Quad Camera System 16MP Front Camera	16MP Main Camera 8MP Front Camera	48MP Main Camera 13MP Front Camera	Revolutionary 64MP OIS Camera 32MP Front Camera	12MP Ultra Wide, 64MP Telephoto, 5MP, 5MP standard (rear facing) 32MP Selfie Camera (front facing)	Triple 12MP + 8MP + 12MP RF cameras 32MP Front Facing Camera	12MP + 64MP + 12MP Triple Rear Facing Camera 10MP Front Facing Camera	12MP + 108MP + 12MP Triple Rear Facing Camera 10MP Front Facing Camera

5/10/2021

Note:
Equipment availability is subject to change
Prices do not include applicable taxes and surc

Device Manufacturer	Samsung	Samsung	Samsung	Samsung	Samsung
Device Name	Samsung Galaxy S21 5G (128 GB / 256 GB)	Samsung Galaxy S21 Ultra 5G (128 GB / 256 GB / 512 GB)	Samsung Galaxy S21 + 5G (128 GB / 256 GB)	Samsung Galaxy Z Flip 5G	Samsung Galaxy Z Fold2 5G
Im					
Full retail Price w/ Service:	$799.99 / $849.99	$1,199.99 / $,1249.99 / $1,379.99	$999.99 / $1,049.99	$1,199.99	$1,799.00
SKUs	'610214667793(128GB GRAY),610214667861(128GB PINK),610214667762(128GB PURPLE),610214667830(128GB WHITE),610214667854(256GB GRAY)	610214667786(128GB BLACK),'610214667779(128GB SILVER),'610214668110(256GB BLACK),'610214667755(512GB BLACK)	610214667816(128GB BLACK),'610214667823(128GB PURPLE),'610214667847(128GB SILVER),'610214667809(256GB BLACK)	610214665980 (Mystic Bronze), 610214665973 (Mystic Gray)	610214666161 (Mystic Black), 610214666154 (Mystic Bronze)
Display Size	6.2"	6.8"	6.7"	6.7"	7.6" & 6.2"
Resolution:	2400 x 1080	3200 x 1440	2400 x 1080	2636 x 1080	2208 x 1768
Included Battery	4000 mAh	5000 mAh	4800 mAh	3,300mAh	4,500 mAh
Operating System	Android	Android	Android	Android 10.0	Android 10
Connections	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G
Operating Band	5G: n41, n71, n260, n261; LTE: 2, 4, 5, 12, 25, 26, 41, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 28, 38, 39, 40	5G: n41, n71, n260, n261; LTE: 2, 4, 5, 12, 25, 26, 41, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 28, 38, 39, 40	5G: n41, n71, n260, n261; LTE: 2, 4, 5, 12, 25, 26, 41, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 28, 38, 39, 40	5G N71 (N600) 4G LTE 2, 4, 5, 12, 48, 66, 71, LTE-U/LAA 46	GSM: 850 MHz, 900 MHz, 1800 MHz, 1900 MHz; LTE: 2, 4, 5, 12, 41, 46, 48, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 25, 26, 28, 38, 39, 40, 41; UMTS: Band I (2100), Band II (1900), Band IV (1700/2100), Band V (850); 5G: n41, n71, n260, n26
Hearing Aid Compatibility	M3, T3	M3, T3	M3, T3	M4 / T3	M4 / T3
Processor	Qualcomm® Snapdragon™ 888 (5nm)	Qualcomm® Snapdragon™ 888 (5nm)	Qualcomm® Snapdragon™ 888 (5nm)	Qualcomm® Snapdragon™ 865 Plus Processor	Qualcomm® Snapdragon 865 Plus Processor
Memory	128 GB or 256 GB/8 GB RAM	128 GB, 256 GB, 512 GB/12 GB RAM	128 GB, 256 GB/8 GB RAM	8GB RAM, 256 GB ROM	12 GB RAM / 256 GB ROM
Camera	64MP + 12MP + 12MP Triple Rear Facing Cameras 10MP Front Facing Camera	108MP + 12MP + 10MP + 10MP Quad Rear Facing Cameras 40MP Front Facing Camera	64MP + 12MP + 12MP Triple Rear Facing Cameras 10MP Front Facing Camera	12MP Ultra Wide Camera: F2.2, 12MP Wide-angle Camera: Super Speed Dual Pixel AF, OIS, F1.8 (rear facing) 10MP Selfie Camera: F2.4 (front display)	Triple 12MP Wide + Ultra-Wide + Tele Rear Cameras 10 MP Front-facing Camera

5/10/2021

Note:
Equipment availability is subject to change
Prices do not include applicable taxes and surc

Manufacturer	Apple	Apple	Apple	Apple	Apple	Apple	Apple	Apple
Device Name	iPhone XR (64GB)	iPhone 11 (64,128 GB)	iPhone 11 Pro (64GB)	iPhone SE 2nd Gen (64GB / 128GB / 256GB)	iPhone 12 mini (64GB, 128GB, 256GB)	iPhone 12 (128GB / 256GB / 64GB)	iPhone 12 Pro (128GB, 256GB, 512GB)	iPhone 12 Pro Max (128GB, 256GB, 512GB)
Image								
Full retail Price w/ Service:	$499.99	$599.99/$649.99	$899.99	$399.99 / $449.99 / $449.99	$729.99 / $779.99 / $879.99	$879.99 / $979.99 / $829.99	$999.99 / $1,099.99 / $1,299.99	$1,099.99 / $1,199.99 / $1,399.99
SKU	194252139929 (Black)	190199219991 (64GB Black), 190199220034 (64GB Purple), 190199220010 (64GB Red), 190199220058 (128GB Black)	190199388093 (Silver), 190199388116 (Midnight Green)	190199503434 (64GB Black), 190199503458 (64GB Red), 190199503441 (64GB White), 190199504783 (128 GB Black), 190199504806 (128 GB Red), 190199504790 (128 GB White), 190199595927 (256 GB Black), 190199595941 (256 GB Red), 190199595934 (256 GB White)	194252011843 (Black), 194252011850 (White), 194252011867 (Red), 194252011881 (Green), 194252011874 (Blue), 194252011898 (Black), 194252011904 (White), 194252011911 (Red), 194252011935 (Green), 194252011928 (Blue), 194252011942 (Black), 194252011959 (White), 194252011966 (Red), 194252011980 (Green), 194252011973 (Blue)	194252028094 (64GB Black), 194252028124 (64GB Blue), 194252028131 (64GB Green), 194252028117 (64GB Red), 194252028100 (64GB White), 194252028148 (128GB Black), 194252028179 (128GB Blue), 194252028186 (128GB Green), 194252028162 (128GB Red), 194252028155 (128GB White), 194252028193 (256GB Black), 194252028223 (256GB Blue), 194252028230 (256GB Green), 194252028216 (256GB Red), 194252028209 (256GB White)	194252036433 (128GB Gold), 194252036419 (128GB Graphite), 194252036440 (128GB Pacific Blue), 194252036426 (128GB Silver), 194252036471 (256GB Gold), 194252036457 (256GB Graphite), 194252036488 (256GB Pacific Blue), 194252036464 (256GB Silver), 194252036518 (512GB Gold), 194252036495 (512GB Graphite), 194252036525 (512GB Pacific Blue), 194252036501 (512GB Silver)	194252019931 (Silver), 194252019924 (Graphite), 194252019948 (Gold), 194252019955 (Pacific Blue), 194252019979 (Silver), 194252019962 (Graphite), 194252019986 (Gold), 194252019993 (Pacific Blue), 194252020012 (Silver), 194252020005 (Graphite), 194252020029 (Gold), 194252020036 (Pacific Blue)
Display Size	6.1"	6.1"	5.8"	4.7"	5.4"	6.1"	6.1"	6.7"
Resolution	1792 x 828	1792 x 828	2436 x 1125	1334 x 750	2340×1080	2532 x 1170	2532 x 1170	2778x1284
Connections	Wi-Fi, 2G, 3G, 4G, LTE	Wi-Fi, 2G, 3G, 4G, LTE	Wi-Fi, 2G, 3G, 4G, LTE	Wi-Fi, 2G, 3G, 4G, LTE	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, 4G, 4G LTE, 5G	Wi-Fi, 4G, 4G LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G
Operating Band	1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 18, 19, 20, 25, 26, 28, 29, 30, 34,38,39,40,41,66, 71	1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 29, 30, 32, 34, 38, 39, 40, 41, 46, 66, 71	1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 29, 30, 32, 34, 38, 39, 40, 41, 46, 66, 71	1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 29, 30, 32, 34, 38, 39, 40, 41, 46, 66, 71	n1, n2, n3, n5, n7, n8, n12, n20, n25, n28, n38, n40, n41, n66, n71, n77, n78, n79, n260, n261, 1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 28, 29, 30, 32, 66, 71, 850, 900, 1700/2100, 1900, 2100 MHz,	1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 28, 29, 30, 32, 34, 38, 39, 40, 41, 42, 46, 48, 66, 71	1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 28, 29, 30, 32, 34, 38, 39, 40, 41, 42, 46, 48, 66, 71	n1, n2, n3, n5, n7, n8, n12, n20, n25, n28, n38, n40, n41, n66, n71, n77, n78, n79, n260, n261, 1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 28, 29, 30, 32, 66, 71, 850, 900, 1700/2100, 1900, 2100 MHz,
Operating System	iOS 13	iOS 13	iOS 13	iOS 13	iOS 14	iOS 14	iOS 14	iOS 14
Hearing Aid Compatibility	M3, T4	M3, T4	M3, T4	M3, T4	M3, T4	M3, T4	M3, T4	M3, T4
Processor	A12 Bionic chip with 64-bit architecture - Embedded M11 coprocessor	A13 Bionic chip third-generation Neural Engine	A13 Bionic chip third-generation Neural Engine	A13 Bionic chip third-generation Neural Engine	A14 Bionic chip third-generation Neural Engine	A14 Bionic chip	A14 Bionic Chip	A14 Bionic chip third-generation Neural Engine
Memory	64, 256 Storage 3 GB RAM	64, 128, or 256 GB	64 or 256 GB	64GB, 128GB, 256GB models available	64 GB, 128 GB, and 256 GB models available	64GB, 128GB, 256GB models available	128GB, 256GB, 512GB models available	128 GB, 256 GB, and 512 GB models available
Camera	F: 7.0; R:12.0	Dual 12MP Ultra Wide and Wide cameras (rear facing)12 MP TrueDepth (front facing)	Triple 12MP Ultra Wide, Wide, and Telephoto cameras with Night mode (rear facing)12 MP TrueDepth (front facing)	Single 12MP Wide camera (rear facing)7 MP Portrait mode with advanced bokeh and Depth Control (front facing)	Dual 12MP camera system: Ultra Wide and Wide cameras (rear facing) 12 MP TrueDepth (front facing) 2x optical zoom in, 2x optical zoom out; digital zoom up to 5x Brighter True Tone flash with Slow Sync Cinematic video stabilization (4K, 1080p, and 720p) HDR video recording with Dolby Vision up to 30 fps	Dual 12MP Ultra Wide & Wide Cameras 12MP TrueDepth Front Camera, 4K Dolby Vision HDR Recording	Triple 12MP Cameras: Ultra Wide + Wide + Telephoto 12MP TrueDepth Front Camera	Pro 12MP camera system: Ultra Wide, Wide, and Telephoto cameras (rear facing) 12 MP TrueDepth (front facing) 2x optical zoom in, 2x optical zoom out; 4x optical zoom range Brighter True Tone flash with Slow Sync Auto image stabilization HDR video recording with Dolby Vision up to 30 fps

5/10/2021

Note:
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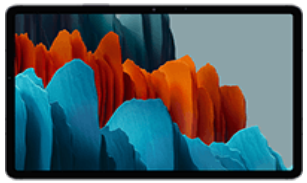
Device Portfolio

Manufacturer	Alcatel LinkZone	Franklin T9	Inseego
Device Name	LinkZone	T9	MiFi M2000 5G
Image			
Full retail Price w/ Service:	$90.00	$90.00	$336.00
SKUs	610214663740 (Black)	610214660763 (Black)	610214666598
Device Size	4.13" x 2.6" x 0.75"	.51" x 4.13" x 2.63"	5.9" x 2.2" x 0.70"
Display Size	N/A	Yes	2.4" AMOLED color touchscreen display
Weight	5.15 ounces	2.99 Ounces	7.40 oz
Talk Time	Usage time up to 7 hours	Usage time: 8 hours	Long-lasting all-day battery
Standby Time	Up to 35 hours	Standby time: 48 hours	
Included Battery	4400 mAh	2450 mAh	5050 mAh
Charger Type	USB 2.0	USB Type A Micro	USB
Network Technology	4G, LTE	4G, LTE	4G, LTE, 5G
Operating Band	2, 4, 5, 12, 25, 26, 66, 71	2, 4, 5, 12, 25, 25, 41, 66, 71	5G Sub6 Bands: n41/n71 LTE bands: 1/2/3/4/5/7/8/12/13/14/17/25/26/28/29/30/38/39/40/41/42/46/48/49/66/71
Processor	MDM9207	Qualcomm MDM9207-0	Qualcomm® Snapdragon™ SDX55
Memory	256 MB NAND Flash 128 MB LPDDR2	256 MB RAM, 256 Flash	4 GB ROM / 4 GB RAM
Micro SD Card	Supports up to 32 GB	N/A	N/A
Wi-Fi	Yes	Yes	Yes
SIM Type	Micro SIM	Micro SIM	N/A

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Note:
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Device Portfolio

Manufacturer	Alcatel	LG	Samsung	Samsung
Device Name	Alcatel Joy Tab	LG G Pad 5 10.1	Samsung Galaxy Tab S7 5G	Samsung Galaxy Tab S7+ 5G
Image				
Full retail Price w/ Service:	$168.00	$299.99	$849.00	$1,049.00
SKUs	610214661333 (Metallic Black)	610214704429 (Silver)	610214666079 (Mystic Black)	610214666062 (Mystic Black)
Display Size	8"	10.1"	11"	12.4"
Screen Resolution:	1280 x 800	1920x1200	1752 x 2800	1752 x 2800
Operating System	Android Pie 9.x	Android 10	Android 10	Android 10
Included Battery	4080 mAh	8,200 mAh	10,090 mAh	10,090 mAh
Network Technology	WiFi, LTE	WiFi, 3G, 4G, LTE	WiFi, LTE, 5G	WiFi, LTE, 5G
Operating Band	2,4,5,12,66,71,850,900,1800,1900	4G LTE 2, 4, 5, 12, 66, 71	LTE: 2, 4, 5, 25, 26, 41, 46, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 20, 28; 5G: n41, n71, n260, n261	2, 3, 4, 5, 12, 66, 71, n41, n71, n260, n261
Processor	Media tek/MT8765A	MediaTek MT6762 2.0 GHz Octa-core	Qualcomm Snapdragon 865+	Octa-Core (2.35 GHz + 1.9 GHz) Qualcomm MSM 8998 Snapdragon 835
Storage	2 GB RAM / 32 GB ROM	4 GB RAM, 32 GB ROM	128 GB ROM/6 GB RAM	64 GB ROM/4 GB RAM
Micro SD Card		Supports up to 512GB MicroSD card	Up to 400 GB	Up to 400 GB
Camera	5MP rear, 5 MP front	8 MP (rear facing) 5 MP (front facing)	13 MP Rear, 8 MP Front	13 MP Rear, 8 MP Front

5/10/2021

Note:
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Device Portfolio

Manufacturer	Apple	Apple	Apple	Apple	Apple
Device Name	Apple iPad 8th Gen (128GB / 32GB)	Apple iPad Mini 5 (64GB)	Apple iPad Air 4 (64GB / 256GB)	Apple iPad Pro 11.0 GEN 3 (128GB / 256GB/512G/1T)	Apple iPad Pro 12.9 5th Gen (128GB / 256GB / 512GB/1T)
Image					
Full Retail Price w/ Service:	$459.99/$559.99	$529.99	$729.99 / $879.99	$999.99/$1,099.99/$1,299.99/$1.699.99	$1,299.99/$1,399.99/$1,599.99/$1,999.99
SKUs	190199810648 (128GB Gold), 190199810624 (128GB Silver), 190199810600 (128GB Space Gray), 190199810587 (32GB Gold), 190199810563 (32GB Silver), 190199810549 (32GB Space Gray)	190199072305 (Space Gray)	190199791893 (256GB Green), 190199791855 (256GB Rose Gold), 190199791831 (256GB Silver), 190199791879 (256GB Sky Blue), 190199791817 256GB (Space Gray), 190199791794 (64GB Green), 190199791756 (64GB Rose Gold), 190199791732 (64GB Silver), 190199791770 (64GB Sky Blue), 190199791718 (64GB Space Gray)	194252202005(128GB GREY), 194252202012(128GB SILVER), 194252202067(1TB GREY), 194252202074(1TB SILVER), 194252202029(256GB GREY), 194252202036(256GB SILVER), 194252202043(512GB GREY), 194252202050(512GB SILVER)	194252192511(128GB GREY), 194252192528(128GB SILVER), 194252192573(1TB GREY), 194252192580(1TB SILVER), 194252192535(256GB GREY), 194252192542(256GB SILVER), 194252192559(512GB GREY), 194252192566(512GB SILVER)
Display Size	10.2"	7.9"	10.9"	11"	12.9"
Screen Resolution	2160 x 1620	2048 x 1536	2360 x 1640	1668 x 2388	2048 x 2732
Operating System	Apple iPadOS 14	Apple iOS 12	Apple iPadOS 14	Apple iPadOS 14	Apple iPadOS 13
Usage Time	10 hours on cellular	9 hours on cellular	9 hours on cellular	10 hours on cellular	9 hours on cellular
Network Technology	LTE	2G/3G/4G/LTE	2G/3G/4G/LTE	2G/3G/4G/LTE	2G/3G/4G/LTE
Operating Band	700, 850, 1900, 1700/2100	1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 38, 39, 40, 41)	1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 38, 39, 40, 41)	1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 38, 39, 40, 41)	1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 38, 39, 40, 41)
Camera	8MP (rear facing) 1.2 MP (front facing)	8 MP (rear facing) 7 MP (front facing)	Wide 12MP (rear facing), ƒ/1.8 aperture 7 MP (front facing)	12 MP, f/1.8, (wide), 1/3", 1.22µm, dual pixel PDAF 10 MP, f/2.4, 11mm (ultrawide) TOF 3D LiDAR scanner (depth), 7 MP, f/2.2	Wide: 12MP, ƒ/1.8 aperture Ultra Wide: 10MP, ƒ/2.4 aperture, and 125° field of view 7 MP (front facing)
Processor	A12 Bionic Chip	A12 Bionic chip with 64-bit architecture, Neural Engine, and Embedded M12 coprocessor	A12 Bionic chip with 64-bit architecture, Neural Engine, and Embedded M12 coprocessor	A12X Bionic chip with 64-bit architecture, Neural Engine, and Embedded M12 coprocessor	A12X Bionic chip with 64-bit architecture, Neural Engine, and Embedded M12 coprocessor
Storage	32 GB or 128 GB ROM	64GB	64GB or 256GB	128GB or 256GB	64GB or 256GB
Micro SD Card	NA	NA	NA	NA	NA

5/10/2021

Note:
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T-Mobile Accesory List
5/1/2020

SKU	Description	Class	MSRP	25% Discount
190199552586	LIGHTNING TO 3.5MM AUDIO CABLE WHITE-AME	ADAPTER	$35.00	$26.25
SUPM52580	SCOSCHE BTFREQ HANDSSFREE CAR KIT	ADAPTER	$24.99	$18.74
SUPM52732	SCOSCHE USB-C STRIKELINE ADAPTER	ADAPTER	$29.99	$22.49
TMOM61760	BELKIN ROCKSTAR 3.5MM WITH USB-C CONNECT	ADAPTER	$14.97	$11.23
TMOM61784	BELKIN ROCKSTAR 3.5MM TO LIGHTNING CABLE	ADAPTER	$14.97	$11.23
TMOM66758	SAMSUNG POWER BUNDLE	BUNDLE	$49.99	$37.49
190199370340	USB-C TO LIGHTNING CABLE (1M)-AME	CABLES	$19.99	$14.99
190199534827	LIGHTNING TO USB CABLE-AME V1	CABLES	$19.99	$14.99
610214662545	GOTO USB C TO C CABLE 4 FT	CABLES	$14.99	$11.24
610214662552	GOTO USB A TO C CABLE 4 FT	CABLES	$14.99	$11.24
610214662576	GOTO USB A TO MICRO CABLE 4 FT	CABLES	$9.99	$7.49
610214664334	GOTO USB A TO LIGHTNING CABLE 4 FT V2	CABLES	$14.99	$11.24
745883811595	BELKIN BRAIDED LIGHTNING CBL WHT 6FT	CABLES	$24.99	$18.74
745883811601	BELKIN BRAIDED C TO LIGHT CBL WHT 6FT	CABLES	$24.99	$18.74
745883811618	BELKIN BRAIDED A TO C CBL WHT 6FT	CABLES	$24.99	$18.74
745883811625	BELKIN BRAIDED C TO C CBL WHT 6FT	CABLES	$24.99	$18.74
745883811632	BELKIN BRAIDED MICRO CBL WHT 6FT	CABLES	$19.99	$14.99
888462322997	LIGHTNING TO USB CABLE (2 M)-AME	CABLES	$29.99	$22.49
SUPM53931	NATIVE UNION A TO LIGHT ZEBRA 10FT	CABLES	$34.99	$26.24
SUPM53932	NATIVE UNION A TO C ZEBRA 10FT	CABLES	$29.99	$22.49
SUPM53933	NATIVE UNION UNI USB-A, LGT, USB-C, MICRO ZEBRA 6.5FT	CABLES	$39.99	$29.99
TMOM65457	BELKIN METALLIC A TO C CBL GRAY 6 FT	CABLES	$24.99	$18.74
TMOM65484	BELKIN METALLIC LIGHTNING CBL GRAY 6 FT	CABLES	$24.99	$18.74
610214662637	GOTO DUAL USB A AND USB C CAR CHARGER	CAR CHARGERS	$19.99	$14.99
610214662651	GOTO SINGLE USB A CAR CHARGER	CAR CHARGERS	$14.99	$11.24
610214664785	GOTO DUAL USB A AND USB C CAR CHARGER V2	CAR CHARGERS	$19.99	$14.99
610214664792	GOTO DUAL USB A CAR CHARGER V2	CAR CHARGERS	$19.99	$14.99
610214664808	GOTO SINGLE USB A CAR CHARGER V2	CAR CHARGERS	$14.99	$11.24
745883811670	BELKIN PD 12W/18W CAR + USB C - C CABLE	CAR CHARGERS	$39.99	$29.99
745883817733	BELKIN PD 32W CAR CHARGER + USB C - LTG CBL	CAR CHARGERS	$39.99	$29.99
SUPA50027	TM SINGLE USB C CAR ADAPTER	CAR CHARGERS	$24.99	$18.74
SUPM53466	IOTTIE WIRELESS DASH & WINDSHIELD MOUNT	CAR CHARGERS	$54.99	$41.24
SUPM53477	SCOSCHE FREEFLOW VENT MOUNT	CAR DOCK	$19.99	$14.99
SUPM53478	SCOSCHE 2-IN-1 UNIV CAR MOUNT	CAR DOCK	$24.99	$18.74
SUPM54166	SCOSCHE CUP HOLDER MOUNT	CAR DOCK	$24.99	$18.74
SUPM54701	SCOSCHE MAGICMOUNT 2-IN-1 DASH/VENT	CAR DOCK	$19.99	$14.99
610214665232	REVVL 4 GOTO PRO BLACK	EVERYDAY	$24.99	$18.74
610214665249	LG VELVET 5G GOTO PRO BLACK	EVERYDAY	$24.99	$18.74
610214665256	REVVL 5G GOTO PRO BLACK	EVERYDAY	$24.99	$18.74
610214665270	REVVL 4+ GOTO PRO BLACK	EVERYDAY	$24.99	$18.74
610214666512	SAM GS20 FE 5G GOTO PRO BLACK	EVERYDAY	$24.99	$18.74
610214666543	OP 8T+ 5G GOTO PRO NAVY	EVERYDAY	$24.99	$18.74
610214667199	OP N100 GOTO PRO STARRY NIGHT	EVERYDAY	$24.99	$18.74
610214667236	OP N10 5G GOTO PRO STARRY NIGHT	EVERYDAY	$24.99	$18.74
610214667359	MOTO G PLAY GOTO PRO STARRY NIGHT	EVERYDAY	$24.99	$18.74
610214668554	SAM A32 5G GOTO PRO STARRY NT	EVERYDAY	$24.99	$18.74
610214668585	SAM A12 GOTO PRO STARRY NT	EVERYDAY	$24.99	$18.74
660543515081	IPHONE 11 OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
660543515289	IPHONE 11 OB SYMMETRY CLEAR STARDUST	EVERYDAY	$49.99	$37.49
660543516477	IPHONE 11 PRO OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
660543516675	IPHONE 11 PRO OB SYMMETRY CLEAR STARDUST	EVERYDAY	$49.99	$37.49
660543517566	IPHONE 11 PRO MAX OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
660543517764	IPHONE 11 PRO MAX OB SYMMETRY CLEAR STARDUST	EVERYDAY	$49.99	$37.49
840056133297	IP 12MINI G4 PICCADILLY CLR/BK	EVERYDAY	$39.99	$29.99
840056133303	IP 12MINI G4 BATTERSEA BLK	EVERYDAY	$49.99	$37.49
840056133310	IP 12/12P G4 PICCADILLY CLR/BK	EVERYDAY	$39.99	$29.99
840056133327	IP 12/12P G4 BATTERSEA BLK	EVERYDAY	$49.99	$37.49
840056133334	IP 12P MX G4 PICCADILLY CLR/BK	EVERYDAY	$39.99	$29.99
840056133341	IP 12P MX G4 BATTERSEA BLK	EVERYDAY	$49.99	$37.49
840056137899	SAM GS21 5G G4 CRYSTL PAL CLR	EVERYDAY	$39.99	$29.99
840056137905	SAM GS21P 5G G4 CRSTL PAL CLR	EVERYDAY	$39.99	$29.99
840056137912	SAM GS21U 5G G4 CRSTL PAL CLR	EVERYDAY	$39.99	$29.99
840056141407	SAM A12 G4 CRYSTAL PALACE CLR	EVERYDAY	$39.99	$29.99
840056141414	SAM A32 5G G4 CRYSTAL PALACE CLR	EVERYDAY	$39.99	$29.99
840056141421	SAM A52 5G G4 CRYSTAL PALACE CLR	EVERYDAY	$39.99	$29.99
840104204269	SAMSUNG GALAXY S20+ 5G OB SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
840104204849	SAMSUNG GALAXY S20 ULTRA 5G OB SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
840104212660	LG V60 THINQ 5G OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
840104213933	ONEPLUS 8 5G OB SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
840104215012	LG VELVET 5G OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
840104219553	SAM A71 OB SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
840104222218	SAM A51 5G OB SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
840104233825	IP 12MINI OB SYMMETRY PLS BLK	EVERYDAY	$59.99	$44.99
840104233870	IP 12/12P OB SYMMETRY PLUS BLK	EVERYDAY	$59.99	$44.99
840104233924	IP 12P MAX OB SYMMETRY PLS BLK	EVERYDAY	$59.99	$44.99
840104237540	SAM GS20 FE 5G OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
840104238455	OP 8T+ 5G OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
840104247358	SAM GS21U 5G OB SYMM BLK	EVERYDAY	$49.99	$37.49
840104247433	SAM GS21P 5G OB SYMM BLK	EVERYDAY	$49.99	$37.49
840104247518	SAM GS21 5G OB SYMM BLK	EVERYDAY	$49.99	$37.49
840104250624	SAM GS21U 5G OB SYMM STRDST	EVERYDAY	$49.99	$37.49
840104250631	SAM GS21P 5G OB SYMM STRDST	EVERYDAY	$49.99	$37.49
840104250648	SAM GS21 5G OB SYMM STRDST	EVERYDAY	$49.99	$37.49
840104252215	ONEPLUS 9 5G OB SYMM CLR	EVERYDAY	$49.99	$37.49
840104252222	OP 9 PRO 5G OB SYMM CLR	EVERYDAY	$49.99	$37.49
840168500246	SAM GS21 5G SPECK PRES OMB RS	EVERYDAY	$44.99	$33.74
840168500529	SAM GS21P 5G SPECK PRES OMB RS	EVERYDAY	$44.99	$33.74
840168500802	SAM GS21U 5G SPECK PRES OMB RS	EVERYDAY	$44.99	$33.74

840171700046	LG WING 5G CM TWINKLE	EVERYDAY	$39.99	$29.99
840171701678	SAM GS21P 5G CM SOAP BUBBLE	EVERYDAY	$39.99	$29.99
840171701807	SAM GS21U 5G CM SOAP BUBBLE	EVERYDAY	$39.99	$29.99
840171701920	SAM GS21 5G CM SOAP BUBBLE	EVERYDAY	$39.99	$29.99
840171702309	ONEPLUS 9 5G CM SOAP BUBBLE	EVERYDAY	$39.99	$29.99
840171702316	OP 9 PRO 5G CM SOAP BUBBLE	EVERYDAY	$39.99	$29.99
840171703009	SAM A52 5G CM SOAP BUBBLE	EVERYDAY	$39.99	$29.99
846127188012	IPHONE 11 CM TWINKLE	EVERYDAY	$39.99	$29.99
846127188036	IPHONE 11 CM TOUGH GROOVE	EVERYDAY	$39.99	$29.99
846127191685	SAMSUNG GALAXY S20 5G CM TOUGH GROOVE	EVERYDAY	$19.97	$14.98
846127191715	SAMSUNG GALAXY S20+ 5G CM TOUGH GROOVE	EVERYDAY	$19.97	$14.98
846127191722	SAMSUNG GALAXY S20+ 5G CM TWINKLE	EVERYDAY	$19.97	$14.98
846127191739	SAMSUNG GALAXY S20 ULTRA 5G CM TOUGH GROOVE	EVERYDAY	$19.97	$14.98
846127193603	LG V60 THINQ 5G CM TOUGH CLEAR CLEAR	EVERYDAY	$29.99	$22.49
846127194204	SAM A71 CM TOUGH GROOVE	EVERYDAY	$39.99	$29.99
846127194211	SAM A21 CM TOUGH CLEAR CLEAR	EVERYDAY	$29.99	$22.49
846127194228	SAM A11 CM TOUGH CLEAR CLEAR	EVERYDAY	$29.99	$22.49
846127195485	SAM A51 5G CM TWINKLE	EVERYDAY	$39.99	$29.99
846127197953	SAM NOTE20 5G CM TWINKLE	EVERYDAY	$39.99	$29.99
846127197960	SAM NOTE20 5G ULTRA CM TWINKLE	EVERYDAY	$39.99	$29.99
846127197977	IP 12P MX CM TWINKLE	EVERYDAY	$39.99	$29.99
846127197984	IP 12/12P CM TWINKLE	EVERYDAY	$39.99	$29.99
846127197991	IP 12MINI CM TWINKLE	EVERYDAY	$39.99	$29.99
846127198004	IP 12P MX CM RIFLE PAPER FLORL	EVERYDAY	$39.99	$29.99
846127198011	IP 12/12P CM RIFLE PAPER FLORL	EVERYDAY	$39.99	$29.99
846127198028	IP 12MINI CM RIFLE PAPER FLORL	EVERYDAY	$39.99	$29.99
846127198066	IP 12MINI CM TWINKLE OMB GLD	EVERYDAY	$39.99	$29.99
846127198073	IP 12/12P CM TWINKLE OMBRE GOLD	EVERYDAY	$39.99	$29.99
846127198080	IP 12P MX CM TWINKLE OMBRE GLD	EVERYDAY	$39.99	$29.99
846127198561	LG VELVET 5G CM TWINKLE	EVERYDAY	$39.99	$29.99
846127199858	SAM Z FOLD2 5G CM TOUGH BLACK	EVERYDAY	$34.99	$26.24
846127199988	SAM GS20 FE 5G CM SOAP BUBBLE IRIDESCENT	EVERYDAY	$39.99	$29.99
846127199995	OP 8T+ 5G CM SOAP BUBBLE IRDSC	EVERYDAY	$39.99	$29.99
848709090812	IP 12MINI SPECK PRES2 GRIP CLR	EVERYDAY	$44.99	$33.74
848709091062	IP 12MINI SPECK PRES CL OMB RS	EVERYDAY	$44.99	$33.74
848709091314	IP 12/12P SPECK PRES2 GRIP GRY	EVERYDAY	$44.99	$33.74
848709091321	IP 12/12P SPECK PRES2 GRIP BLK	EVERYDAY	$44.99	$33.74
848709091482	IP 12/12P SPECK PRES2 GRIP CLR	EVERYDAY	$44.99	$33.74
848709091734	IP 12/12P SPECK PRES CLR OMBRE	EVERYDAY	$44.99	$33.74
848709091994	IP 12P MX SPECK PRES2 GRIP BLK	EVERYDAY	$44.99	$33.74
848709092151	IP 12P MX SPECK PRES2 GRIP CLR	EVERYDAY	$44.99	$33.74
848709092403	IP 12P MX SPECK PRES CLR OM RS	EVERYDAY	$44.99	$33.74
848709092502	IP 12MINI SPECK PRES2 GRIP BLK	EVERYDAY	$44.99	$33.74
138502-5085	IP 12 PRO MX SPECK PRES PER CL	EVERYDAY	$39.99	$29.99
SUPM47585	IPHONE SE2020/8/7 OB SYMMETRY CLEAR	EVERYDAY	$39.99	$29.99
SUPM47592	IPHONE 7/8 PLUS OB SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
SUPM47608	IPHONE 7/8 PLUS CM WATERFALL ROSE GOLD	EVERYDAY	$19.97	$14.98
SUPM47669	IPHONE SE2020/8/7 T21 EVO CHECK SMOKE/BK	EVERYDAY	$39.99	$29.99
SUPM47675	IPHONE 7/8 PLUS T21 EVO CHECK SMOKE/BLK	EVERYDAY	$19.97	$14.98
SUPM49471	IPHONE X/XS T21 PURE CLEAR	EVERYDAY	$19.97	$14.98
SUPM49479	IPHONE SE2020/8/7 T21 PURE CLEAR	EVERYDAY	$39.99	$29.99
SUPM51053	IPHONE XS MAX OB NEW SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
SUPM51056	IPHONE XR OB NEW SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
SUPM51058	IPHONE XR OB NEW SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
SUPM51061	IPHONE X/XS OB NEW SYMMETRY BLACK	EVERYDAY	$39.99	$29.99
SUPM51063	IPHONE X/XS OB NEW SYMMETRY CLEAR	EVERYDAY	$39.99	$29.99
SUPM51107	IPHONE XR T21 PURE CLEAR	EVERYDAY	$39.99	$29.99
SUPM51109	IPHONE XR T21 EVO CHECK SMOKE/BLACK	EVERYDAY	$39.99	$29.99
SUPM51743	SAM GS10E CM TWINKLE	EVERYDAY	$19.97	$14.98
SUPM51744	SAM GS10E CM WATERFALL GOLD	EVERYDAY	$19.97	$14.98
SUPM51746	SAM GS10E CM SHEER CRYSTAL CLEAR	EVERYDAY	$34.99	$26.24
SUPM51756	SAM GS10 PLUS CM TOUGH CLEAR CLEAR	EVERYDAY	$34.99	$26.24
SUPM51761	SAM GS10 PLUS CM SHEER CRYSTAL CLEAR	EVERYDAY	$34.99	$26.24
SUPM51764	SAM GS10E OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
SUPM52147	GOOGLE PIXEL 3A XL OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
SUPM52148	GOOGLE PIXEL 3A OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
SUPM52301	TMO REVVLRY T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$19.97	$14.98
SUPM52313	TMO REVVLRY CM TOUGH CLEAR CLEAR/MAGENTA	EVERYDAY	$14.97	$11.23
SUPM52446	IPHONE 11 PRO T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$39.99	$29.99
SUPM52447	IPHONE 11 PRO T21 PURE CLEAR	EVERYDAY	$39.99	$29.99
SUPM52449	IPHONE 11 PRO MAX T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$39.99	$29.99
SUPM52450	IPHONE 11 PRO MAX T21 PURE CLEAR	EVERYDAY	$39.99	$29.99
SUPM52453	IPHONE 11 T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$39.99	$29.99
SUPM52455	IPHONE 11 T21 EVO CHECK INDIGO	EVERYDAY	$19.97	$14.98
SUPM52457	IPHONE 11 T21 PURE CLEAR	EVERYDAY	$39.99	$29.99
SUPM52459	SAM NOTE 10 PLUS/5G T21 EVO CHECK SM/BLK	EVERYDAY	$19.97	$14.98
SUPM52460	SAM NOTE 10 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$19.97	$14.98
SUPM52468	SAM NOTE 10 PLUS/5G SPK PS PRO CST BL/BK	EVERYDAY	$44.99	$33.74
SUPM52590	ONEPLUS 7T SPECK PRES GRIP GRAY/GRAY	EVERYDAY	$39.99	$29.99
SUPM52606	ONEPLUS 7T T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53212	SAMSUNG GALAXY S20 5G T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$19.97	$14.98
SUPM53213	SAMSUNG GALAXY S20 5G T21 EVO CHECK SERENITY BLUE	EVERYDAY	$19.97	$14.98
SUPM53214	SAMSUNG GALAXY S20+ 5G T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$19.97	$14.98
SUPM53215	SAMSUNG GALAXY S20+ 5G T21 EVO CHECK SERENITY BLUE	EVERYDAY	$19.97	$14.98
SUPM53216	SAMSUNG GALAXY S20 ULTRA 5G T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$19.97	$14.98
SUPM53223	SAMSUNG GALAXY S20 5G SPECK PRES PRO BLACK	EVERYDAY	$19.97	$14.98
SUPM53225	SAMSUNG GALAXY S20+ 5G SPECK PRES PRO BLACK	EVERYDAY	$19.97	$14.98
SUPM53227	SAMSUNG GALAXY S20 ULTRA 5G SPECK PRES PRO BLACK	EVERYDAY	$19.97	$14.98
SUPM53391	ONEPLUS 8 5G SPECK PRES PRO BLACK	EVERYDAY	$19.97	$14.98
SUPM53392	ONEPLUS 8 5G SPECK PRES PERFECT CLEAR/GLITTER	EVERYDAY	$19.97	$14.98
SUPM53393	ONEPLUS 8 5G T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$39.99	$29.99

SUPM53481	SAM A11 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53482	SAM A21 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$19.97	$14.98
SUPM53483	SAM A71 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53484	LG STYLO 6 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53485	LG K51 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53486	LG ARISTO 5 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53487	MOTO E T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53491	SAM A11 SPECK PRES PRO LITE GLITTER GOLD	EVERYDAY	$29.99	$22.49
SUPM53492	SAM A71 SPECK PRES EXO TECH GLITTER GOLD	EVERYDAY	$14.97	$11.23
SUPM53586	SAM A71 SPECK PRES PRO1 BLACK	EVERYDAY	$39.99	$29.99
SUPM53780	SAM A51 5G T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$39.99	$29.99
SUPM53788	REVVL 4+ T21 EVO CHECK SMK/BLK	EVERYDAY	$39.99	$29.99
SUPM53792	REVVL 5G T21 EVO CHECK SMK/BLK	EVERYDAY	$39.99	$29.99
SUPM53795	LG VELVET 5G T21 PURE CLEAR	EVERYDAY	$39.99	$29.99
SUPM53830	SAM NOTE20 5G T21 EVOCLEAR	EVERYDAY	$39.99	$29.99
SUPM53831	SAM NOTE20 5G T21 EVO CHK SMK	EVERYDAY	$39.99	$29.99
SUPM53832	SAM NOTE20 5G T21 EVO CHEK BLU	EVERYDAY	$39.99	$29.99
SUPM53834	SAM NOTE20 5G ULTRA T21 EVOSMK	EVERYDAY	$39.99	$29.99
SUPM53835	SAM NOTE20 5G ULTRA T21 EVOBLU	EVERYDAY	$39.99	$29.99
SUPM53856	IP 12MINI T21 EVO CHECK SMK/BK	EVERYDAY	$39.99	$29.99
SUPM53857	IP 12MINI T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM53858	IP 12MINI T21 EVO CHECK CL BLU	EVERYDAY	$39.99	$29.99
SUPM53859	IP 12/12P T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM53860	IP 12/12P T21 EVO CHECK SMK/BK	EVERYDAY	$39.99	$29.99
SUPM53861	IP 12/12P T21 EVO CHECK CL BLU	EVERYDAY	$39.99	$29.99
SUPM53862	IP 12P MX T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM53863	IP 12P MX T21 EVO CHECK SMK/BK	EVERYDAY	$39.99	$29.99
SUPM53864	IP 12P MX T21 EVO CHECK CLS BL	EVERYDAY	$39.99	$29.99
SUPM53925	MOTOROLA RAZR 5G T21 EVO CLEAR	EVERYDAY	$59.99	$44.99
SUPM54234	SAM GS20 FE 5G T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$39.99	$29.99
SUPM54235	SAM GS20 FE 5G T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM54236	SAM GS20 FE 5G T21 EVO CHECK BLUE	EVERYDAY	$19.97	$14.98
SUPM54237	OP 8T+ 5G T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM54238	OP 8T+ 5G T21 EVO CHECK SM/BLK	EVERYDAY	$39.99	$29.99
SUPM54239	GGL PXL4A 5G T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM54384	OP N10 5G T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM54385	MOTO ONE 5G ACE T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM54515	SAM GS21P 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54516	SAM GS21U 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54517	SAM GS21 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54518	ONEPLUS 9 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54519	ONEPLUS 9 5G T21 EVO CHECK FCSA	EVERYDAY	$39.99	$29.99
SUPM54520	OP 9 PRO 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54521	OP 9 PRO 5G T21 EVO CHECK FCSA	EVERYDAY	$39.99	$29.99
SUPM54717	SAM A32 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54719	SAM A12 T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54722	SAM A52 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
TMOM64587	SAM GS20 ULTRA PROTECTIVE STANDING CASE BLACK	EVERYDAY	$19.97	$14.98
TMOM66635	OP 8T+ 5G SANDSTONE CASE GREEN	EVERYDAY	$24.99	$18.74
TMOM66662	OP 8T+ 5G KARBON BMPR CASE BLK	EVERYDAY	$39.99	$29.99
610214662095	IPHONE 11 PRO MAX/XS MAX GOTO FILM SP	FILM	$24.99	$18.74
610214662125	IPHONE 11/XR GOTO FILM SP	FILM	$24.99	$18.74
610214662132	IPHONE 11 PRO/X/XS GOTO FILM SP	FILM	$24.99	$18.74
610214663160	SAMSUNG GALAXY S20 5G GOTO ROLL ON FILM	FILM	$29.99	$22.49
610214664167	SAM A11 GOTO FILM SP	FILM	$24.99	$18.74
610214664181	SAM A21 GOTO FILM SP	FILM	$24.99	$18.74
610214664204	SAM A71 GOTO FILM SP	FILM	$24.99	$18.74
610214664228	LG STYLO 6 GOTO FILM SP	FILM	$24.99	$18.74
610214664242	LG K51 GOTO FILM SP	FILM	$24.99	$18.74
610214664266	LG ARISTO 5 GOTO FILM SP	FILM	$24.99	$18.74
610214664280	MOTO E GOTO FILM SP	FILM	$24.99	$18.74
610214664921	SAM A51 5G GOTO FILM SP	FILM	$24.99	$18.74
610214664945	REVVL 4 GOTO FILM SP	FILM	$24.99	$18.74
610214664969	REVVL 4+ GOTO FILM SP	FILM	$24.99	$18.74
610214664990	REVVL 5G GOTO FILM SP	FILM	$24.99	$18.74
610214665584	IP 12MINI GOTO FILM SP	FILM	$24.99	$18.74
610214665621	IP 12/12P GOTO FILM SP	FILM	$24.99	$18.74
610214665669	IP 12P MX GOTO FILM SP	FILM	$24.99	$18.74
610214665751	SAM NOTE20 5G GOTO ROL ON FILM	FILM	$24.99	$18.74
610214666109	LG VELVET 5G GOTO ROLL ON FILM	FILM	$29.99	$22.49
610214666444	SAM GS20 FE 5G GOTO FILM SP	FILM	$24.99	$18.74
610214666468	OP 8T+ 5G GOTO FILM SP	FILM	$24.99	$18.74
610214667267	OP N100 GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214667281	OP N10 5G GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214667335	MOTO ONE 5G ACE GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214667397	MOTO G PLAY GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214667472	SAM GS21P 5G GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214667526	SAM GS21 5G GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214668530	SAM A52 5G GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214668721	SAM A12 GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214668769	SAM A32 5G GOTO FILM SP 2 PK	FILM	$19.99	$14.99
840056116511	IPHONE 11 ZAGG CAMERA LENS PROTECT	FILM	$14.99	$11.24
840056116528	IPHONE 11 PROS ZAGG CAMERA LENS PROTECT	FILM	$14.99	$11.24
840056117075	SAMSUNG GALAXY S20 5G ZAGG ULTRA VISIONGUARD PLUS	FILM	$44.99	$33.74
840056117099	SAMSUNG GALAXY S20 ULTRA 5G ZAGG ULTRA VISIONGUARD PLUS	FILM	$44.99	$33.74
840056117198	SAMSUNG GALAXY S20 5G ZAGG GLASS FUSION PRIVACY PLUS	FILM	$44.99	$33.74
840056117204	SAMSUNG GALAXY S20+ 5G ZAGG GLASS FUSION PRIVACY PLUS	FILM	$44.99	$33.74
840056117211	SAMSUNG GALAXY S20 ULTRA 5G ZAGG GLASS FUSION PRIVACY PLUS	FILM	$24.97	$18.73
840056118201	SAM TAB A8.4 ZAGG GLASS FUSION+ SCN PROT	FILM	$49.99	$37.49
840056118225	LG G PAD 5 ZAGG GLASS FUSION+ SCREEN PROT	FILM	$49.99	$37.49
840056120167	ONEPLUS 8 5G ZAGG ULTRA VISIONGUARD PLUS	FILM	$44.99	$33.74

840056130845	SAM NOTE20 5G ZAGG GLAS FSN VG	FILM	$49.99	$37.49
840056130890	SAM NOTE20 ULT5G IS GLS FSN VG	FILM	$49.99	$37.49
SUPM52307	TMO REVVLRY PLUS PG HD CLEAR SCREEN PROTECTOR	FILM	$24.99	$18.74
SUPM52515	IPHONE 11 PRO/XS/X PG HD CLEAR SCREEN PROTECT	FILM	$24.99	$18.74
SUPM52519	IPHONE 11/XR PG HD CLEAR SCREEN PROTECT	FILM	$24.99	$18.74
194252184370	IP 12 MINI LE SLEEVE SADDLE BR	FUNCTION	$129.99	$97.49
194252238196	IP 12/12PRO LE SLEEVE SADDL BR	FUNCTION	$129.99	$97.49
194252238356	IP 12PRO MX LE SLEEVE SADDL BR	FUNCTION	$129.99	$97.49
846127194266	LG STYLO 6 CM KICKSTAND BLACK	FUNCTION	$29.99	$22.49
TMOM64631	SAM GS20 ULTRA LED VIEW COVER BLACK	FUNCTION	$29.97	$22.48
TMOM65799	SAM NOTE20 5G LED WALLET BLACK	FUNCTION	$64.99	$48.74
TMOM65829	SAM NOTE20 5G S-VIEW FLIP BLK	FUNCTION	$49.99	$37.49
TMOM65898	SAM NOTE20 5G ULTRA LED WALT B	FUNCTION	$64.99	$48.74
TMOM65928	SAM NOTE20 5G ULTRA S-VIEW BLK	FUNCTION	$49.99	$37.49
TMOM65935	SAM TAB S7 KEYBOARD COVER BLK	FUNCTION	$199.99	$149.99
TMOM65942	SAM TAB S7+ 5G KEYBOARD CV BLK	FUNCTION	$229.99	$172.49
TMOM66703	SAM GS20 FE 5G S-VIEW FLIP NAVY	FUNCTION	$24.97	$18.73
TMOM67885	SAM GS21 5G S-VIEW FLIP BLK	FUNCTION	$49.99	$37.49
TMOM67892	SAMSUNG S-PEN BLK	FUNCTION	$39.99	$29.99
TMOM67908	SAM GS21U 5G S-VIEW FLIP BLK	FUNCTION	$49.99	$37.49
TMOM67915	SAM GS21U 5G SLCN BK W S-PEN	FUNCTION	$69.99	$52.49
TMOM67991	SAM GS21U 5G S-VIEW BK W S-PEN	FUNCTION	$89.99	$67.49
TMOM68004	SAM GS21P 5G S-VIEW FLIP BLK	FUNCTION	$49.99	$37.49
610214661890	IPHONE 11/XR GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214661913	IPHONE 11 PRO/XS/X GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214661968	IPHONE SE2020/8/7/6S/6 GOTO TEMP GLSS SP	GLASS	$39.99	$29.99
610214661975	IPHONE 7/8 PLUS GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214663146	SAMSUNG GALAXY S20 ULTRA 5G GOTO CURVED GLASS W SENSOR	GLASS	$44.99	$33.74
610214663184	SAMSUNG GALAXY S20 5G GOTO CURVED GLASS W SENSOR	GLASS	$44.99	$33.74
610214664150	SAM A11 GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664174	SAM A21 GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664198	SAM A71 GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664211	LG STYLO 6 GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664235	LG K51 GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664259	LG ARISTO 5 GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664273	MOTO E GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664297	JOY TAB GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664303	MOXEE X800 GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214664914	SAM A51 5G GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664938	REVVL 4 GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214664952	REVVL 4+ GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214664983	REVVL 5G GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214665003	LG VELVET 5G GOTO C TEMP GLASS	GLASS	$44.99	$33.74
610214665607	IP 12MINI GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214665645	IP 12/12P GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214665676	IP 12P MX GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214665737	SAM NOTE20 5G GOTO CURVED GLAS	GLASS	$39.99	$29.99
610214665843	SAM NOTE20 5G ULTRA GOTO GLASS	GLASS	$44.99	$33.74
610214666420	SAM GS20 FE 5G GOTO TEMP GLASS W/ FPS	GLASS	$39.99	$29.99
610214666437	ALC JOYTAB2 GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214666451	OP 8T+ 5G GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214666475	GGL PXL4A 5G GOTO TP GLS SP	GLASS	$39.99	$29.99
610214666482	LG WING 5G GOTO TEMP GLASS W FILM 2 PK	GLASS	$49.99	$37.49
610214667274	OP N100 GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214667298	OP N10 5G GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214667342	MOTO ONE 5G ACE GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214667380	MOTO G PLAY GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214667465	SAM GS21P 5G GOTO TEMP GLS SP	GLASS	$39.99	$29.99
610214667519	SAM GS21 5G GOTO TEMP GLS SP	GLASS	$39.99	$29.99
610214667540	ONEPLUS 9 5G GOTO TEMP GLS SP	GLASS	$39.99	$29.99
610214667588	OP 9 PRO 5G GOTO TEMP GLASS SP	GLASS	$44.99	$33.74
610214668653	SAM A52 5G GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214668738	SAM A12 GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214668776	SAM A32 5G GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214704665	ONEPLUS 8 5G GOTO CURVED TEMPERED GLASS SP	GLASS	$44.99	$33.74
610214704689	LG V60 THINQ 5G GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
840056105584	IPHONE 11 PRO/XS/X ZAGG VISIONGUARD + AM	GLASS	$49.99	$37.49
840056105607	IPHONE 11 PRO MAX/XS MAX ZAGG VISIONGUARD + AM	GLASS	$49.99	$37.49
840056105614	IPHONE 11 PRO/XS/X ZAGG PRIVACY GLASS	GLASS	$44.99	$33.74
840056105621	IPHONE 11/XR ZAGG PRIVACY GLASS	GLASS	$44.99	$33.74
840056118171	SAMSUNG GALAXY S20+ 5G ZAGG CAMERA LENS SP	GLASS	$14.99	$11.24
840056118188	SAMSUNG GALAXY S20 ULTRA 5G ZAGG CAMERA LENS SP	GLASS	$14.99	$11.24
840056123441	IPHONE SE2020/8/7/6S/6 ZAGG GLSS ELTE VG	GLASS	$49.99	$37.49
840056131217	IP 12MINI IS GLASS ELITE VG PL	GLASS	$49.99	$37.49
840056131279	IP 12/12P/11/XR IS GLS EL VG+	GLASS	$49.99	$37.49
840056131330	IP 12P MX IS GLASS ELITE VG PL	GLASS	$49.99	$37.49
840056131408	IP 12MINI IS GLASS ELT PRIV PL	GLASS	$44.99	$33.74
840056131422	IP 12/12P/11/XR IS GLS EL PRV+	GLASS	$44.99	$33.74
840056131446	IP 12P MX IS GLASS ELT PRIV PL	GLASS	$44.99	$33.74
840056132719	SAM TAB S7 5G IS GLASS FUSION+	GLASS	$54.99	$41.24
840056132726	SAM TAB S7+ 5G IS GLASS FUSN+	GLASS	$59.99	$44.99
840056135437	OP 8T+ 5G IS GLASS ELT VG PLS	GLASS	$49.99	$37.49
840056135468	IPAD AIR 4 GEN/PRO 11" IS GLS ELT VG PL	GLASS	$59.99	$44.99
840056136106	SAM GS20 FE 5G IS GLASS ELITE VG PLUS	GLASS	$49.99	$37.49
840056137615	IPAD 8/7 GEN IS GLS ELT VG PL	GLASS	$59.99	$44.99
840056138063	ONEPLUS 9 5G IS GLASS ELITE VG+	GLASS	$49.99	$37.49
840056139985	OP 9 PRO 5G IS GLASS FUSION VG+	GLASS	$49.99	$37.49
SUPM47575	APPLE IPHONE SE (2020) 8/7 PG TEMPERED GLASS	GLASS	$39.99	$29.99
SUPM47577	IPHONE 7/8 PLUS PG TEMPERED GLASS	GLASS	$39.99	$29.99
SUPM51790	SAM GS10E PG TEMPERED GLASS W TRAY	GLASS	$39.99	$29.99
SUPM52514	IPHONE 11 PRO/XS/X PG TEMPERED GLASS W TRAY	GLASS	$39.99	$29.99

SUPM52516	IPHONE 11 PRO MAX/XS MAX PG TEMPERED GLASS W TRAY	GLASS	$39.99	$29.99
SUPM52518	IPHONE 11/XR PG TEMPERED GLASS W TRAY	GLASS	$39.99	$29.99
814238024291	SIMPLE UNIVERSAL LIQUID GLASS SP 250	LIQUID	$49.99	$37.49
660543514671	IPHONE 11 OB DEFENDER BLACK	RUGGED	$59.99	$44.99
660543516057	IPHONE 11 PRO OB DEFENDER BLACK	RUGGED	$59.99	$44.99
660543517320	IPHONE 11 PRO MAX OB DEFENDER BLACK	RUGGED	$59.99	$44.99
840104203248	IPAD 7TH GEN OB DEFENDER BLACK	RUGGED	$89.99	$67.49
840104203811	LG K51 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104203910	LG STYLO 6 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104204603	SAMSUNG GALAXY S20 ULTRA 5G OB DEFENDER BLACK	RUGGED	$59.99	$44.99
840104205181	SAMSUNG GALAXY S20 5G OB DEFENDER BLACK	RUGGED	$59.99	$44.99
840104211106	SAM A11 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104211175	SAM A21 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104211205	SAM A21 OB COMMUTER MINT WAY	RUGGED	$29.99	$22.49
840104212653	MOTO E OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104213858	LG ARISTO 5 OB COMMUTER CUPID WAY PINK	RUGGED	$29.99	$22.49
840104213865	LG ARISTO 5 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104218563	SAM A11 OB COMMUTER MINT WAY	RUGGED	$29.99	$22.49
840104223635	IP 12MINI OB SYMMETRY BLK	RUGGED	$49.99	$37.49
840104223758	IP 12MINI OB SYMMETRY STARDUST	RUGGED	$49.99	$37.49
840104223802	IP 12MINI LP NEXT BLK CRYSTAL	RUGGED	$79.99	$59.99
840104224182	IP 12/12P OB SYMMETRY BLK	RUGGED	$49.99	$37.49
840104224304	IP 12/12P OB SYMMETRY STARDUST	RUGGED	$49.99	$37.49
840104224359	IP 12/12P LP NEXT BLK CRYSTAL	RUGGED	$79.99	$59.99
840104224731	IP 12P MX OB SYMMETRY BLK	RUGGED	$49.99	$37.49
840104224854	IP 12P MX OB SYMMETRY STARDUST	RUGGED	$49.99	$37.49
840104224908	IP 12P MX LP NEXT BLK CRYSTAL	RUGGED	$79.99	$59.99
840104227190	REVVL 5G OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104227268	REVVL 4+ OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104228845	SAM NOTE20 ULT5G OB DEF PRO BK	RUGGED	$59.99	$44.99
840104228852	SAM NOTE20 5G OB DEF PRO BLACK	RUGGED	$59.99	$44.99
840104229439	IP 12MINI OB DEFENDER PRO BLK	RUGGED	$59.99	$44.99
840104229866	IP 12/12P OB DEFENDER PRO BLK	RUGGED	$59.99	$44.99
840104229873	IP 12P MX OB DEFENDER PRO BLK	RUGGED	$59.99	$44.99
840104230435	REVVL 4 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104234099	SAM NOTE20 5G ULTRA OB SYM STR	RUGGED	$49.99	$37.49
840104234105	SAM NOTE20 5G OB SYM STARDUST	RUGGED	$49.99	$37.49
840104234587	SAM TAB S7 5G OB DEFENDER BLK	RUGGED	$89.99	$67.49
840104234877	IP 12MINI OB DEFNDR PRO BERRY	RUGGED	$59.99	$44.99
840104234884	IP 12/12P OB DEFENDR PRO BERRY	RUGGED	$59.99	$44.99
840104234891	IP 12P MX OB DEFENDR PRO BERRY	RUGGED	$59.99	$44.99
840104235379	IP 12MINI LP FRE BLK	RUGGED	$89.99	$67.49
840104235386	IP 12P LP FRE BLK	RUGGED	$89.99	$67.49
840104235393	IP 12P MX LP FRE BLK	RUGGED	$89.99	$67.49
840104236635	GGL PXL4A 5G OB COMMUTER BLACK	RUGGED	$39.99	$29.99
840104238080	IPAD 8/7TH GEN OB DEFENDER PRO BLACK	RUGGED	$89.99	$67.49
840104243145	OP N100 OB COMMUTER LITE BLACK	RUGGED	$29.99	$22.49
840104243169	MOTO G PLAY OB COMMUTER LITE BLK	RUGGED	$29.99	$22.49
840104243190	OP N10 5G OB COMMUTER BLK	RUGGED	$39.99	$29.99
840104243213	MOTO ONE 5G ACE OB COMMUTER BLK	RUGGED	$39.99	$29.99
840104246078	OP N100 OB COMMUTER LITE VIOLET	RUGGED	$29.99	$22.49
840104246085	MOTO G PLAY OB COMMUTER LITE VIOLET	RUGGED	$29.99	$22.49
840104246092	OP N10 5G OB COMMUTER VIOLET	RUGGED	$39.99	$29.99
840104247945	SAM GS21U 5G OB DEF PRO BLK	RUGGED	$59.99	$44.99
840104248003	SAM GS21P 5G OB DEF PRO BLK	RUGGED	$59.99	$44.99
840104248065	SAM GS21 5G OB DEF PRO BLK	RUGGED	$59.99	$44.99
840104249666	IP 12 LP FRE BLK	RUGGED	$89.99	$67.49
840104249826	SAM A52 5G OB DEFENDER PRO BLK	RUGGED	$59.99	$44.99
840104250747	SAM GS21 5G LP NEXT CRYS/BLK	RUGGED	$79.99	$59.99
840104250754	SAM GS21P 5G LP NEXT CRYS/BLK	RUGGED	$79.99	$59.99
840104250761	SAM GS21U 5G LP NEXT CRYS/BLK	RUGGED	$79.99	$59.99
840104255643	SAM A12 OB COMM LITE BLK	RUGGED	$29.99	$22.49
840104255674	SAM A32 5G OB COMM LITE BLK	RUGGED	$29.99	$22.49
840104257678	SAM A12 OB COMM LITE VIOLET	RUGGED	$29.99	$22.49
840104257685	SAM A32 5G OB COMM LITE VIOLET	RUGGED	$29.99	$22.49
SUPM47581	IPHONE SE2020/8/7 OB DEFENDER BLACK	RUGGED	$49.99	$37.49
SUPM47589	IPHONE 7/8 PLUS OB DEFENDER BLACK	RUGGED	$29.97	$22.48
SUPM49461	IPHONE X/XS OB DEFENDER BLACK	RUGGED	$49.99	$37.49
SUPM51054	IPHONE XR OB DEFENDER BLACK	RUGGED	$59.99	$44.99
SUPM51763	SAM GS10E OB DEFENDER BLACK	RUGGED	$59.99	$44.99
SUPM51768	SAM GS10 OB DEFENDER BLACK	RUGGED	$29.97	$22.48
SUPM51978	MOTO G7 POWER OB COMMUTER BLACK	RUGGED	$29.99	$22.49
SUPM51979	LG K40 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
SUPM52232	SAM A10E OB COMMUTER OCEAN WAY	RUGGED	$29.99	$22.49
SUPM52308	TMO REVVLRY PLUS OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104234808	PHONESOAP 3	SCREEN CLEANING	$79.99	$59.99
SUPM53589	OTTERBOX DEVICE CLEANING KIT	SCREEN CLEANING	$9.99	$7.49
190198763228	IPHONE XS MAX SIL CASE BLACK-ZML	SLIM	$39.99	$29.99
190199269057	IPHONE 11 SILICONE CASE BLACK-ZML	SLIM	$39.99	$29.99
190199269149	IPHONE 11 SILICONE CASE WHITE-ZML	SLIM	$39.99	$29.99
190199269446	IPHONE 11 PRO LE CASE MEYER LEMON-ZML	SLIM	$49.99	$37.49
190199269477	IPHONE 11 PRO LE CASE FOREST GREEN-ZML	SLIM	$49.99	$37.49
190199269507	IPHONE 11 PRO LE CASE SADDLE BROWN-ZML	SLIM	$49.99	$37.49
190199269538	IPHONE 11 PRO LE CASE BLACK-ZML	SLIM	$49.99	$37.49
190199269590	IPHONE 11 PRO LE CASE MIDNIGHT BLUE-ZML	SLIM	$49.99	$37.49
190199285446	IPHONE 11 PRO CLEAR CASE-ZML	SLIM	$39.99	$29.99
190199287532	IPHONE 11 PRO MAX CLEAR CASE-ZML	SLIM	$39.99	$29.99
190199287563	IPHONE 11 PRO MAX LE CASE LEMON-ZML	SLIM	$49.99	$37.49
190199287594	IPHONE 11 PRO MAX LE CASE FOREST GRN-ZML	SLIM	$49.99	$37.49
190199287624	IPHONE 11 PRO MAX LE CASE BROWN-ZML	SLIM	$49.99	$37.49
190199287655	IPHONE 11 PRO MAX LE CASE BLACK-ZML	SLIM	$49.99	$37.49

190199287716	IPHONE 11 PRO MAX LE CASE BLUE-ZML	SLIM	$49.99	$37.49
190199287747	IPHONE 11 CLEAR CASE-ZML	SLIM	$39.99	$29.99
190199287808	IPHONE 11 PRO SIL CASE MID BLUE-ZML	SLIM	$39.99	$29.99
190199287839	IPHONE 11 PRO SIL CASE WHITE-ZML	SLIM	$39.99	$29.99
190199287860	IPHONE 11 PRO SIL CASE PINK SAND-ZML	SLIM	$39.99	$29.99
190199287891	IPHONE 11 PRO SIL CASE BLACK-ZML	SLIM	$39.99	$29.99
190199287921	IPHONE 11 PRO SIL CASE GREEN-ZML	SLIM	$39.99	$29.99
190199287952	IPHONE 11 PRO SIL CASE CLEMENTINE-ZML	SLIM	$39.99	$29.99
190199287983	IPHONE 11 PRO SIL CASE AK BLUE-ZML	SLIM	$39.99	$29.99
190199288102	IPHONE 11 PRO MAX SIL CASE MID BLUE-ZML	SLIM	$39.99	$29.99
190199288133	IPHONE 11 PRO MAX SIL CASE WHITE-ZML	SLIM	$39.99	$29.99
190199288164	IPHONE 11 PRO MAX SIL CASE PINK SAND-ZML	SLIM	$39.99	$29.99
190199288195	IPHONE 11 PRO MAX SIL CASE BLACK-ZML	SLIM	$39.99	$29.99
190199288256	IPHONE 11 PRO MAX SIL CASE CLEMENTINE-ZML	SLIM	$39.99	$29.99
190199288287	IPHONE 11 PRO MAX SIL CASE AK BLUE-ZML	SLIM	$39.99	$29.99
190199288591	IPHONE 11 PRO MAX LE FOLIO BLACK-ZML	SLIM	$129.99	$97.49
190199544536	IPHONE 11 PRO MAX SIL CASE POM-ZML	SLIM	$39.99	$29.99
190199610408	IPHONE SE SILICONE CASE BLACK-ZML	SLIM	$35.99	$26.99
190199610521	IPHONE SE LEATHER CASE BLACK-ZML	SLIM	$45.99	$34.49
190199610552	IPHONE SE LEATHER CASE MIDNIGHT BLUE-ZML	SLIM	$45.99	$34.49
190199651067	IPHONE 11 SILICONE CASE CACTUS-ZML	SLIM	$39.99	$29.99
190199651098	IPHONE 11 SILICONE CASE GRAPEFRUIT-ZML	SLIM	$39.99	$29.99
190199651159	IPHONE 11 PRO SIL CASE CACTUS-ZML	SLIM	$39.99	$29.99
190199651180	IPHONE 11 PRO SIL CASE GRAPEFRUIT-ZML	SLIM	$39.99	$29.99
190199651210	IPHONE 11 PRO SIL CASE SURF BLUE-ZML	SLIM	$39.99	$29.99
190199651241	IPHONE 11 PRO MAX SIL CASE CACTUS-ZML	SLIM	$39.99	$29.99
190199651272	IPHONE 11 PRO MAX SIL CASE GRAPEFRT-ZML	SLIM	$39.99	$29.99
190199651302	IPHONE 11 PRO MAX SIL CASE SURF BLUE-ZML	SLIM	$39.99	$29.99
193575013633	GGL PXL4A 5G FABRIC CASE GREY	SLIM	$40.00	$30.00
194252168134	IPHONE 12MINI LEATH CSE BLACK	SLIM	$59.99	$44.99
194252168332	IPHONE 12/12P LEATH CSE BLACK	SLIM	$59.99	$44.99
194252168530	IPHONE 12P MX LEATH CSE BLACK	SLIM	$59.99	$44.99
194252168615	IPHONE 12MINI SIL CSE PINK CIT	SLIM	$49.99	$37.49
194252168738	IPHONE 12MINI SIL CSE DEP NAVY	SLIM	$49.99	$37.49
194252168851	IPHONE 12MINI SIL CASE BLACK	SLIM	$49.99	$37.49
194252168936	IPHONE 12/12P SIL CSE PINK CIT	SLIM	$49.99	$37.49
194252169056	IPHONE 12/12P SIL CSE DEP NAVY	SLIM	$49.99	$37.49
194252169131	IPHONE 12/12P SIL CASE RED	SLIM	$49.99	$37.49
194252169179	IPHONE 12/12P SIL CASE BLACK	SLIM	$49.99	$37.49
194252169254	IPHONE 12P MX SIL CSE PINK CIT	SLIM	$49.99	$37.49
194252169377	IPHONE 12P MX SIL CSE DEP NAVY	SLIM	$49.99	$37.49
194252169490	IPHONE 12P MX SIL CASE BLACK	SLIM	$49.99	$37.49
194252169537	IPHONE 12MINI CLEAR CASE	SLIM	$49.99	$37.49
194252169575	IPHONE 12/12P CLEAR CASE	SLIM	$49.99	$37.49
194252169612	IPHONE 12P MX CLEAR CASE	SLIM	$49.99	$37.49
610214662354	IPHONE 11 GOTO DEFINE CASE WITH BLUE	SLIM	$19.99	$14.99
610214662514	IPHONE 11 PRO MAX GOTO SWELL CASE GREY	SLIM	$19.99	$14.99
610214662521	IPHONE 11 GOTO SWELL CASE PINK	SLIM	$19.99	$14.99
610214662538	IPHONE 11 PRO GOTO SWELL CASE BLUE	SLIM	$19.99	$14.99
610214662965	IPHONE SE2020/8/7/6S/6 GOTO SWELL BLUE	SLIM	$19.99	$14.99
610214663191	SAMSUNG GALAXY S20 ULTRA 5G GOTO SHADE CASE GREY	SLIM	$19.99	$14.99
610214663207	SAMSUNG GALAXY S20+ 5G GOTO SWELL CASE BLUE	SLIM	$19.99	$14.99
610214663214	SAMSUNG GALAXY S20 5G GOTO DEFINE CASE GREY	SLIM	$19.99	$14.99
610214663245	SAMSUNG GALAXY S20 5G GOTO DEFINE CASE PINK	SLIM	$19.99	$14.99
610214663603	LG V60 THINQ 5G GOTO SWELL CASE BLUE	SLIM	$19.99	$14.99
610214663856	IPHONE SE2020/8/7/6S/6 GOTO DEFINE GREY	SLIM	$19.99	$14.99
610214663931	SAM A11 GOTO SWELL BLACK	SLIM	$19.99	$14.99
610214663986	SAM A21 GOTO SWELL BLACK	SLIM	$19.99	$14.99
610214664020	LG STYLO 6 GOTO SHADE GREY/GREY	SLIM	$19.99	$14.99
610214664037	LG STYLO 6 GOTO DEFINE BLACK	SLIM	$19.99	$14.99
610214664051	LG K51 GOTO SWELL PURPLE	SLIM	$19.99	$14.99
610214664068	LG K51 GOTO DEFINE BLACK	SLIM	$19.99	$14.99
610214664075	LG ARISTO 5 GOTO DEFINE BLACK	SLIM	$19.99	$14.99
610214664082	LG ARISTO 5 GOTO SHADE NAVY/TURQ	SLIM	$19.99	$14.99
610214664099	MOTO E GOTO SWELL GREY	SLIM	$19.99	$14.99
610214664105	MOTO E GOTO SHADE NAVY/TURQ	SLIM	$19.99	$14.99
610214664396	SAM A21 GOTO DEFINE GREY	SLIM	$19.99	$14.99
610214664402	LG K51 GOTO SHADE GREY/GREY	SLIM	$19.99	$14.99
610214664976	REVVL 4 GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214665027	SAM A51 5G GOTO FINE 45 SWELL NAVY	SLIM	$19.99	$14.99
610214665034	REVVL 4 GOTO FINE? SWELL MAGEN	SLIM	$19.99	$14.99
610214665041	REVVL 4+ GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214665058	REVVL 4+ GOTO FINE SWELL MAGEN	SLIM	$19.99	$14.99
610214665065	REVVL 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214665072	REVVL 5G GOTO FINE SWELL MAGEN	SLIM	$19.99	$14.99
610214665089	LG VELVET 5G GOTO FN SWELL GRY	SLIM	$19.99	$14.99
610214665096	REVVL 5G GOTO FINE SWELL NVY	SLIM	$19.99	$14.99
610214665102	REVVL 4+ GOTO FINE SWELL NAVY	SLIM	$19.99	$14.99
610214665119	REVVL 4 GOTO FINE SWELL NAVY	SLIM	$19.99	$14.99
610214665577	IP 12MINI GOTO DEFINE CLR CASE	SLIM	$19.99	$14.99
610214665591	IP 12MINI GOTO FN SWELL BLK	SLIM	$19.99	$14.99
610214665614	IP 12/12P GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214665638	IP 12/12P GOTO FN SWELL BLK	SLIM	$19.99	$14.99
610214665652	IP 12P MX GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214665850	SAM NOTE20 5G ULTRA GOTO 45 BK	SLIM	$19.99	$14.99
610214666017	SAM NOTE20 5G GOTO FINE SWEL45	SLIM	$19.99	$14.99
610214666024	IP 12/12P GOTO DEFINE CLR NAVY	SLIM	$19.99	$14.99
610214666031	IP 12/12P GOTO FN SWELL MG PPL	SLIM	$19.99	$14.99
610214666048	IP 12MINI GOTO DEFINE CLR NVY	SLIM	$19.99	$14.99
610214666123	SAM A71 GOTO FINE 45 SWELL GREY	SLIM	$19.99	$14.99
610214666505	SAM GS20 FE 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99

610214666529	SAM GS20 FE 5G GOTO FINE SWELL 45 MAG PR	SLIM	$19.99	$14.99
610214666536	OP 8T+ 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214666550	GGL PXL4A 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214666567	GGL PXL4A 5G GOTO FN SWL45 MGP	SLIM	$19.99	$14.99
610214667205	OP N100 GOTO FINE SWELL 45 AQUA	SLIM	$19.99	$14.99
610214667212	OP N100 GOTO FINE SWELL 45 BLK	SLIM	$19.99	$14.99
610214667229	OP N100 GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214667243	OP N10 5G GOTO FINE SWELL 45 BLK	SLIM	$19.99	$14.99
610214667250	OP N10 5G GOTO DEFINE SPARKLE	SLIM	$19.99	$14.99
610214667304	MOTO ONE 5G ACE GOTO DEFINE SPARKLE	SLIM	$19.99	$14.99
610214667311	MOTO ONE 5G ACE GOTO FINE SWELL 45 BLK	SLIM	$19.99	$14.99
610214667328	MOTO ONE 5G ACE GOTO PRO STARRY NIGHT	SLIM	$24.99	$18.74
610214667366	MOTO G PLAY GOTO FINE SWELL 45 BLK	SLIM	$19.99	$14.99
610214667373	MOTO G PLAY GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214667489	SAM GS21P 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214667502	SAM GS21U 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214667533	SAM GS21 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214667564	ONEPLUS 9 5G GOTO DEFINE CLR	SLIM	$19.99	$14.99
610214667571	ONEPLUS 9 5G GOTO FN SWELL BLK	SLIM	$19.99	$14.99
610214667601	OP 9 PRO 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214667618	OP 9 PRO 5G GOTO FN SWELL BLK	SLIM	$19.99	$14.99
610214668394	SAM A52 5G GOTO SWELL 45 AQUA	SLIM	$19.99	$14.99
610214668400	SAM A52 5G GOTO SWELL 45 BLK	SLIM	$19.99	$14.99
610214668462	SAM A12 GOTO SWELL 45 AQUA	SLIM	$19.99	$14.99
610214668479	SAM A12 GOTO SWELL 45 BLK	SLIM	$19.99	$14.99
610214668493	SAM A32 5G GOTO SWELL 45 AQUA	SLIM	$19.99	$14.99
610214668509	SAM A32 5G GOTO SWELL 45 BLK	SLIM	$19.99	$14.99
610214668578	SAM A52 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214668615	SAM A32 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214668646	SAM A12 GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214668806	SAM A12 GOTO DEFINE SPARKLE	SLIM	$19.99	$14.99
810015294628	IP 12MINI SONIX TIE DIE ORG GL	SLIM	$34.99	$26.24
810015294635	IP 12/12P SONIX TIE DIE ORG GL	SLIM	$34.99	$26.24
810015294642	IP 12P MX SONIX TIE DIE ORG GL	SLIM	$34.99	$26.24
840171700008	LG WING 5G CM TOUGH PLUS BLACK	SLIM	$39.99	$29.99
846127199841	SAM GALXY Z FLIP 5G CM BLACK	SLIM	$34.99	$26.24
846127199865	MOTOROLA RAZR 5G CM TOUGH BLACK	SLIM	$34.99	$26.24
846127199971	LG WING 5G CM TOUGH PLUS CLEAR	SLIM	$39.99	$29.99
848709096821	SAM A51 5G SPECK EXOTECH BLACK	SLIM	$29.99	$22.49
SUPM52314	LG K40 T21 STUDIOCOLOUR BLUEMOON	SLIM	$14.97	$11.23
SUPM52448	IPHONE 11 PRO T21 STUDIOCOLOUR BLACK	SLIM	$29.99	$22.49
SUPM52451	IPHONE 11 PRO MAX T21 STUDIOCOLOUR BLACK	SLIM	$29.99	$22.49
SUPM52471	LG ARISTO 4+ T21 STUDIOCOLOUR BLUE MOON	SLIM	$14.97	$11.23
SUPM52600	GOOGLE PIXEL 4 T21 STUDIOCOLOUR BLACK	SLIM	$29.99	$22.49
SUPM53833	SAM NOTE20 5G ULTRA T21 EVOCLR	SLIM	$39.99	$29.99
TMOM63115	SAMSUNG GALAXY S20 ULTRA 5G SAM SILICONE CASE BLACK	SLIM	$14.97	$11.23
TMOM63122	SAMSUNG GALAXY S20 5G SAM SILICONE CASE BLACK	SLIM	$14.97	$11.23
TMOM63221	SAMSUNG GALAXY S20+ 5G SAM SILICONE CASE BLACK	SLIM	$14.97	$11.23
TMOM65775	SAM NOTE20 5G LEATHER CASE BLK	SLIM	$49.99	$37.49
TMOM65782	SAM NOTE20 5G LEATHER CASE BRW	SLIM	$49.99	$37.49
TMOM65805	SAM NOTE20 5G SILICONE CASE BK	SLIM	$29.99	$22.49
TMOM65812	SAM NOTE20 5G SILICONE CASE MT	SLIM	$29.99	$22.49
TMOM65836	SAM NOTE20 5G ULTRA CLEAR STND	SLIM	$29.99	$22.49
TMOM65874	SAM NOTE20 5G ULTRA LEAT BLACK	SLIM	$49.99	$37.49
TMOM65881	SAM NOTE20 5G ULTRA LEAT BROWN	SLIM	$49.99	$37.49
TMOM65904	SAM NOTE20 5G ULTRA SIL BLACK	SLIM	$29.99	$22.49
TMOM65911	SAM NOTE20 5G ULTRA SIL WHITE	SLIM	$29.99	$22.49
TMOM66246	SAM NOTE20 5G CLEAR PRO STAND	SLIM	$29.99	$22.49
TMOM66253	SAM Z FOLD2 5G KICK STAND BLK	SLIM	$59.99	$44.99
TMOM66277	SAM GALXY Z FLIP 5G CLEAR CVER	SLIM	$29.99	$22.49
TMOM66284	SAM Z FOLD2 5G LEATHER BLK	SLIM	$79.99	$59.99
TMOM66666	SAM GS20 FE 5G CLEAR STANDING COVER	SLIM	$14.97	$11.23
TMOM666697	SAM GS20 FE 5G SILICONE NAVY	SLIM	$14.97	$11.23
190198893277	APPLE PENCIL 2ND GEN	TABLET	$129.99	$97.49
190199307001	IPAD SMART KEYBOARD	TABLET	$159.99	$119.99
190199568440	IPAD SMART KEYBOARD FOLIO 11-USA	TABLET	$179.99	$134.99
190199569027	IPAD SMART KEYBOARD FOLIO 12.9-USA	TABLET	$199.99	$149.99
190199599956	IPAD MAGIC KEYBOARD 11-USA	TABLET	$299.99	$224.99
190199600539	IPAD MAGIC KEYBOARD 12.9-USA	TABLET	$349.99	$262.49
610214664112	GOTO UNIVERSAL 7-8" TABLET FOLIO	TABLET	$19.99	$14.99
610214664129	GOTO UNIVERSAL 10-11" TABLET FOLIO	TABLET	$29.99	$22.49
610214664136	GOTO UNIVERSAL 7-8" TABLET KEYBOARD	TABLET	$59.99	$44.99
610214664143	GOTO UNIVERSAL 10-11" TABLET KEYBOARD	TABLET	$69.99	$52.49
848709090348	SAM TAB S7 5G SPK BAL FOL BLK	TABLET	$39.99	$29.99
848709090393	SAM TAB S7+ 5G SPK BAL FOL BLK	TABLET	$49.99	$37.49
848709096296	IPAD 8/7TH GEN SPECK BALANCE FOLIO BLACK	TABLET	$39.99	$29.99
848709099273	ALC JOYTAB2 SPECK STYLE FOL BK	TABLET	$29.99	$22.49
888462313674	APPLE PENCIL-AME WHITE	TABLET	$99.99	$74.99
SUPM53067	IPAD 7TH GEN SPECK BALANCE FOLIO	TABLET	$39.99	$29.99
SUPM53240	LG G PAD 5 SPECK BALANCE FOLIO BLACK	TABLET	$39.99	$29.99
SUPM53241	SAM TAB A 8.4 SPECK BALANCE FOLIO BLACK	TABLET	$39.99	$29.99
SUPM53242	MOXEE X800 SPECK STYLE FOL BLK	TABLET	$29.99	$22.49
TMOM61456	SAMSUNG TAB S6 FOLIO BLACK	TABLET	$69.99	$52.49
194252156940	20W USB-C POWER ADAPTER-AME	WALL CHARGERS	$19.99	$14.99
610214662590	GOTO INTERNATIONAL ADAPTER	WALL CHARGERS	$29.99	$22.49
610214662668	GOTO DUAL USB A AND USB C WALL CHARGER	WALL CHARGERS	$19.99	$14.99
610214662675	GOTO DUAL USB A WALL CHARGER	WALL CHARGERS	$19.99	$14.99
610214662682	GOTO SINGLE USB A WALL CHARGER	WALL CHARGERS	$14.99	$11.24
745883811649	BELKIN PD 12W/18W WALL + USB C - LGT CABLE	WALL CHARGERS	$39.99	$29.99
745883811656	BELKIN PD 12W/18W WALL + USB C - C CABLE	WALL CHARGERS	$39.99	$29.99
745883816521	BELKIN PD 32W WALL CHARGER + USB C - LTG CBL	WALL CHARGERS	$39.99	$29.99

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Attachment D, Exhibit 1 - Vendor's Device List

885909629022	12W USB POWER ADAPTER	WALL CHARGERS	$19.99	$14.99
SUPM53766	ANKER POWER STRIP PAD W/5 INPUTS	WALL CHARGERS	$39.99	$29.99
SUPM54598	ANKER 20W USB-C POWERPORT PD NANO	WALL CHARGERS	$19.99	$14.99
TMOM68165	SAMSUNG 25W TRAVEL ADAPTER	WALL CHARGERS	$19.99	$14.99
194252192375	MAGSAFE CHARGER-AME	WIRELESS	$39.99	$29.99
194252220061	MAGSAFE DUO CHARGER	WIRELESS	$129.99	$97.49
610214662620	GOTO 10W WIRELESS CHARGING PAD	WIRELESS	$29.99	$22.49
610214664693	GOTO 10W WIRELESS CHARGING STAND	WIRELESS	$39.99	$29.99
610214664709	GOTO 10W WIRELESS PAD - 2 PACK	WIRELESS	$49.99	$37.49
SUPM53836	UBIO LABS 15W PAD	WIRELESS	$49.99	$37.49
SUPM53837	UBIO LABS 15W STAND	WIRELESS	$59.99	$44.99
SUPM53838	UBIO LABS DUAL 15W PAD	WIRELESS	$69.99	$52.49
SUPM53839	UBIO LABS 4-IN-1 15W PAD	WIRELESS	$99.99	$74.99

Attachment D, Exhibit 3
Additional Terms for Master Account Wireless Services

1. Definitions. For purposes of Wireless Services, the following defined terms apply to this Exhibit G:

1.1 "Services" means wireless services provided under a Master Account.

1.2 "**Devices**" means any equipment, for which T-Mobile provides Service, such as a phone handset, tablet, or SIM card.

1.3 "**Master Account**" means the Customer's billing account in the Contractor's system for the purchase and use of services and devices.

1.4 "Network" means T-Mobile's owned wireless network.

2. Pricing. In accordance with the SOW Subsection 1.5.1, T-Mobile Rate Plans have month-to-month Service terms and Customer may terminate a Master Account line of Service at any time. Customer remains responsible for all Charges incurred through the end of such Master Account line's Service term. Customer's use of the Service will be in accordance with the terms and conditions of the Contract and the applicable Rate Plan terms.

3. Orders. Orders will be processed pursuant to T-Mobile's standard activation procedures and must be approved by an authorized designee of Customer. By placing an Order for Devices, Customer agrees that Devices are intended to be activated on T-Mobile's Service for use only by Customer and its End-users, and Customer will not materially modify the Devices' hardware or preloaded software, or assist any third party in doing so, in a way that would lead to security risks. For the avoidance of doubt, the foregoing restriction does not prohibit Customer from adding applications or third party services to Devices in accordance with the Agreement. Devices are subject to availability. The delivery address must fall within T-Mobile's licensed Service area. If Customer has a Device or accessory under T-Mobile's Equipment Installment Program ("**EIP**") or lease, then Customer will refer to the terms and conditions of that agreement.

4. [Intentionally Omitted].

5. Changes.

5.1 Customer-requested changes to Rate Plans will not be effective until the following bill cycle. For Customer-initiated wireless service cancellations, including cancellation of Rate Plans add-ons, T-Mobile will bill Customer for the entire bill cycle in which wireless service was cancelled.

5.2 T-Mobile may impose usage or Service limits, suspend Service, or exclude certain categories of calls, messages, or sessions (e.g., conference & chat lines, broadcast, international, 900, 976 calls, etc.) in its sole discretion with the exception of conference calls to Skype, Webex, Teams, and other ordinary business conference calls, which such calls will not result in additional charges. In the event a Customer has a past due account or is in a payment default, T Mobile may also impose limits on Service or Device orders based on Customer's then-current credit rating. If Customer fails to cancel Service within the relevant timeframe, Customer will be deemed to have accepted the changes. Any service term will remain unchanged by any modification to the account, unless Customer agrees to a new service term as part of such modification. For the price-lock guaranteed Rate Plans in Exhibit B, T-Mobile will not increase Customer's monthly recurring service charges (excluding add-on features, taxes, surcharges, fees, or charges for additional features or Devices) ("**Monthly Recurring Charge**") for the period that applies to Customer's Rate Plan, or if no specific period applies, for as long as Customer continuously remains a T-Mobile customer in good standing on a qualifying Rate Plan. If Customer switches Rate Plans, the price-lock guarantee for Customer's new Rate Plan will apply (if there is one). The price-lock guarantee is limited to the Monthly Recurring Charges only. Customer agrees that T-Mobile may contact Master Account End-users through the Devices to notify such End-user of changes to or information about their account or the Service.

6. Service Availability, Service Coverage.

6.1 Service is available to a Device only when it is within the operating range of T-Mobile's Network or the network of an operator with which T-Mobile has an applicable roaming agreement. Coverage maps are available at www.t-mobile.com and are only estimates of our anticipated coverage area outdoors. Customer's actual Service area, network availability, coverage, and quality may vary and change without notice based upon a number of factors, including network capacity, terrain, weather, if Customer's End-users are on a private or public Wi-Fi network, using a non-T-Mobile Device, or if a Device no longer supports network technologies compatible with or available on T-Mobile's network. Outages and interruptions in Service may occur, and speed of Service varies. Devices also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable Devices, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and Service availability.

6.2 T-Mobile engineers its Network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. In those cases, customers who choose certain rate plans may notice speeds lower than customers on other T-Mobile branded rate plans, which are prioritized higher on T-Mobile's network. Further, to provide the best possible on-device experience for the most possible customers on T-Mobile branded rate plans and to minimize capacity issues and degradation in network performance, T-Mobile may, without advance notice, take any actions necessary to manage its network on a content-agnostic basis, including prioritizing all on-device data over Smartphone Mobile HotSpot (tethering) data and further prioritizing the data usage of a small percentage of heavy data users, specifically those using more than 50GB of data in a billing cycle, below that of all other customers in times and locations where there are competing customer demands for network resources, for the remainder of the billing cycle.

6.3 Devices must be used predominantly within the T-Mobile-owned Network coverage area. Devices may connect to another provider's network ("**Off-Net**") even when End-users are within the T-Mobile coverage area. Customer and its End-users should check Customer's Device(s) to determine if Customer is Off-Net. Customer should not abuse Off-Net usage or T-Mobile may limit or terminate Customer's Service with prior written notice in accordance with Section 3.4 of the Contract. T-Mobile may limit or terminate the affected line of Service in T-Mobile's discretion if (a) more than 50% of a End-user's voice and/or data usage is Off-Net for any two billing cycles within any twelve (12) month period; (b) a End-user's Off-Net usage makes it unreasonable for T-Mobile to provide Service to such End-user; or (c) related to T-Mobile's arrangements with an Off-Net provider. If a End-user's Off-Net voice usage, data usage or messaging usage exceeds its associated rate plan allotment, such End-users will be alerted and access to Off-Net coverage may be suspended or denied. Location services, including 9-1-1 location services, may not be available in Customer's area and are subject to the Service limitations set forth in Section 6 of this Exhibit G.

6.4 Compatibility of Wireless Products and Services. Products may not be compatible with services provided by other wireless carriers, except for services provided in connection with roaming agreements. T-Mobile Devices may have a software programming lock that protects certain of the phone's operating parameters against unauthorized reprogramming. T-Mobile does not guarantee current or future compatibility of wireless Products or Services with third party products, features or applications. Apparent compatibility or notice from T-Mobile of compatibility is not a T-Mobile endorsement of a third party product, feature or application. Unless otherwise stated in the Contract, T-Mobile may, in its sole discretion and at any time, disable or discontinue use of any third party product, feature or application with the Services or Products, and Customer may not receive a refund for any unused portion of the data content.

7. Portability.

7.1 Customer has no proprietary or ownership rights to a specific number ("**Number**"), IP addresses not provided by DMS, or e-mail address assigned to Customer or Customer's Device. Customer may be able to transfer a Master Account End-user's Number to or from another provider with whom T-Mobile has a porting relationship in accordance with T-Mobile internal business policies and procedures. For additional information about local number portability, please contact Corporate Customer Care at (800) 375-1126 or email T-Mobile at Businesscare@t-mobilesupport.com. Customer acknowledges that the Device may not be compatible with the network and services provided by another service provider. Customer may buy Devices from T-Mobile, or from someone else, however, all existing account transfers will be handled in accordance with the terms of

the SOW and this Section 7. Unless authorized by T-Mobile in writing, Customer will not use a Number on the Network for any purpose other than access to the public switched telephone network.

7.2 Upon submitting a change of responsibility ("**COR**") request, Customer consents to change both the billing and legal responsibility for the applicable Customer's corporate liable lines ("**CL**") from Customer's responsibility for the CL lines to Customer's employee(s)' responsibility, and Customer agrees to accept both the billing and legal responsibility for the employee(s)' individual liable line(s) ("**IL**"), once released by the employee(s). If approved, the transfer of any EIP (as defined below) balance to the employee or Customer will not be effective until a new EIP agreement has been executed by the assuming party.

8. Billing and Payment of Charges.

8.1 [Intentionally Omitted]

8.2 Customer may have to pay extra charges for calls to some numbers (for example but not limited to), conference & chat lines, broadcast, calling card, international, 900 or 976 calls with the exception of conference calls to Skype, Webex, Teams, and other ordinary business conference calls, which such calls will not result in additional charges. Customer will be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. Charges for Wi-Fi usage may vary; see your selected Rate Plan for more details. Unused minutes or other allocated Services (e.g., text messages, data transmission) expire at the end of the billing cycle unless otherwise expressly stated by such Rate Plan's terms and conditions. Airtime usage is measured from the time the Network begins to process a call (before the call rings or is answered) through its termination of the call, or if applicable, any fraction of a minute of usage is rounded up to the next full minute. Depending on the Rate Plan, data usage may be rounded up at the end of each data session, at the end of Customer's billing cycle, and/or at the time Customer switches data plans. See the EUPL for Rate Plan details.

9. International Roaming and Dialing. Availability and features offered for international roaming and dialing vary depending on Master Account End-users' Rate Plan, the and Device. All countries may not be available for roaming and available countries may change from time to time. Whether roaming internationally or making and sending international calls and messages while in the U.S. or Puerto Rico, End-users may be charged international rates (including for voicemails left for such End-users and for data usage). Such Charges include per minute rates for calls and per minute rates for calls transferred to End-users' voicemail and the relevant data rates for data usage. End-users roaming internationally may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in an actual voicemail message being left for such End-users and regardless of whether the Device is on or off. End-users may be able to disable these applications and features through a Device's settings. Different rates and rounding increments apply in different countries. See www.t-mobile.com for information on international access, rates, Services and coverage. While roaming internationally, End-user data throughput may be reduced, and End-user Service may be otherwise limited or terminated at any time without notice. Except in the case of fraudulent or suspicious activity, or activity posing imminent risk to T-Mobile or Customer, T-Mobile will make reasonable efforts to notify Customer prior to termination of End-user Service. Customer is responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with End-user Devices. Billing of roaming charges, data usage and minutes of use or Services may be delayed or applied against included data allotments, minutes or Services in a subsequent billing cycle, which may cause Customer to exceed Customer's allocated data, minutes or Services in a particular billing cycle. Customer may request that T-Mobile block a Master Account line of Service from placing international calls ("**International Dialing Block**") by calling Business Customer Care or by Email at Businesscare@t-mobilesupport.com. The availability of, and access to, emergency calling services (e.g., 911 in the U.S.), may vary by country. Customer and its End-users must familiarize themselves with how to access these services before using the Devices for international roaming.

10. Lost/Stolen Devices. If Customer's Device is lost or stolen ("**Lost Device**"), Customer must (a) promptly notify T-Mobile and T-Mobile will suspend Service for the Lost Device; and (b) provide T-Mobile with reasonable documentation T-Mobile requests (such as a copy of a filed police report if the Device is stolen) within fourteen (14) days. Once Customer notifies T-Mobile that Customer's Device is lost or stolen ("**Lost Device**"), T-Mobile will suspend Customer's Service and Customer will not be responsible for additional usage Charges incurred in excess of Customer's Rate Plan Charges, applicable taxes, fees, and surcharges. If Customer completes the above requirements, Customer will not be liable for additional usage Charges

incurred in excess of Customer's Rate Plan Charges, applicable taxes, fees and surcharges. If Customer purchased a Device through T-Mobile's EIP Program, Customer remains obligated for the total payments due on the Device. If Charges are incurred before Customer notifies T-Mobile, Customer is not liable for unauthorized Charges. However, the fact that Customer's Device was used is some evidence of authorization. Customer may request that T-Mobile investigate Charges Customer believes to be unauthorized. T-Mobile may ask Customer to provide information to support Customer's request. If T-Mobile determines the Charges were unauthorized, T-Mobile will credit Customer's account. If T-Mobile determines the Charges were authorized, T-Mobile will inform Customer within thirty (30) days and Customer will be responsible for all Charges incurred. If Customer requests that the Service not be suspended on the Lost Device, Customer will remain responsible for all Charges incurred under that specific line of Service. T-Mobile may prevent a lost or stolen Device from registering on T-Mobile's and other networks.

11. Service Cancellation, Exchange, and Returns. Customer may cancel a new line of Service within thirty (30) days of activation ("**Cancellation Period**") by contacting T-Mobile and returning any Device(s) Customer purchased with Service in Like New condition (defined below). Customer may exchange or return a Device within 30-days from the Device or accessory purchase date ("**Return Period**"). Only Like New Devices returned with proof of purchase to Customer's T-Mobile account representative or team, or the location from which the Device was purchased within the Cancellation or Return Period are eligible for a refund of the purchase price. Refunds and exchanges will be less any rebates received and shipping costs. Certain promotional offers may require Customer to return all items received with the Device and could cause Customer to become ineligible for promotional discounts. Certain accessories, such as earpieces, may not be refunded or exchanged in some jurisdictions. A "**Like New Device**" is a Device purchased from T-Mobile, in its original packaging with all contents, undamaged, and in good working condition with no material alterations to the Device's hardware or software, as determined by T-Mobile in its sole discretion. Even if Customer cancels Service and/or returns any Device as provided herein, Customer must pay all Service and usage Charges incurred thru the end of the return date. If Customer attempts to cancel Service, but does not return the applicable Device or if such Device is returned in a damaged, altered or destroyed condition or is locked with software or otherwise unusable, T-Mobile may take one or more of the following actions: (i) prevent such Device from working on any network; (ii) charge subsidy term repayment fee (if such line of service is subject to a subsidy term as set forth in the SOW, Subsection 1.4.1, paragraph 6e); (iii) elect not to process service cancellation; or (iv) charge such Customer the suggested retail price or the cost to repair the applicable Device, (which may be greater than the price paid for such Device), plus any shipping and handling charges. Except for the 30-calendar day Return Period, the cancellation and return policies in this Section 11 will not apply to Customers who purchase Device(s) through T-Mobile's EIP or a T-Mobile leasing program and the terms of that program's agreement will supersede and control the purchase or lease of those Devices.

12. Third Party Equipment. If Customer uses third party equipment, handsets or devices that are not provided to Customer directly by T-Mobile ("**Third-Party Equipment**") with the Service, Customer acknowledges and agrees: (a) T-Mobile will not accept any returns of the Third Party Equipment; (b) Customer and its End-users use the Third-Party Equipment at Customer's own risk and T-Mobile provides no warranty of any kind on the Third-Party Equipment; (c) T-Mobile will not offer or provide Customer Care services for the Third-Party Equipment; (d) the Third-Party Equipment may not function properly with the Service or applicable network; and (e) Customer will be responsible for monthly service charges accrued from the date T-Mobile fulfills an order for a Subscriber Identity Module ("**SIM**"). T-Mobile disclaims all liability for Use of Third-Party Equipment in accordance with Section 9 of the Agreement. In the event that T-Mobile certifies or endorses the use of certain Third-Party Equipment with the Service, the above provisions will still apply. Customer is responsible for any impairment, interference, or harm caused by Third-Party Equipment.

13. Third Party Products. Customer can purchase services and products ("**Third Party Products**") using its Devices, and charges for these purchases may be included in Customer's Master Account invoice. Customer may block purchases of Third Party Products by emailing T-Mobile at businesscare@t-mobilesupport.com, or contacting Customer Care at (800) 375-1126. Customer's download of Third Party Products is at its own risk. Unless otherwise stated, any support questions for Third Party Products should be directed to the third-party seller identified at the point of purchase. Some Third Party Products may require Customer's agreement to a license or other terms with the third party. Some Devices or Third Party Products may contact the Network without Customer's knowledge, which may result in additional Charges, such as while roaming internationally. To use, download, or install Third Party Products that Customer purchases from T-Mobile, the Third Party Products are licensed to Customer by T-Mobile and may be subject to additional license terms between Customer and the creator/owner of the Third Party Products. Whether purchased from

T-Mobile or a third-party seller, any Third Party Products Customer purchases are licensed for personal, lawful, non-commercial use on End-user's Device only. Customer may not transfer, copy, or reverse engineer any Third Party Products, or alter, disable or circumvent any digital rights management security features embedded in the Third Party Products. Customer may refer to T-Mobile's Privacy Policy as well as the Third Party Products creator or owner's privacy policy for information regarding the collection, use and retention of information collected when a End-user downloads, installs, or uses any Third Party Products. If Customer or Customer's End -users choose to download, access, or otherwise use Location Based Services ("**LBS**"), including Third Party Products, Customer agrees that any access, use, or disclosure of location information of Customer or Customer's End-users is governed by the terms and conditions set forth by the LBS provider, including the LBS provider's privacy policy. Customer is solely responsible for determining its obligations under and ensuring its compliance with applicable laws and regulations governing the use of LBS or requiring notice or consent, including but not limited to requirements under the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.). Customer further acknowledges that (i) T-Mobile is not responsible for notifying End-users using Customer lines upon which Customer or Customer's End-users has enabled LBS that End-user location information may be accessed, used or disclosed in connection with LBS and (ii) such use may require notification by Customer to its End-users. **911 calls.** Calls to 911 from a TTY (teletype device) will not work when using Wi-Fi Calling or Voice over LTE ("**VoLTE**"). If End-users cannot make a voice call to 911, T-Mobile recommends that End-users use an internet-based Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. T-Mobile Real-Time Text ("**RTT**") technology is available on T-Mobile's network and can be used on select devices to contact 911. For more information, see www.t-mobile.com/accessibilitypolicy.

14. Additional Terms for Plans and Other Features. The following terms apply to Customer's Master Account data plans.

14.1 Permissible and Prohibited Uses. Customer's data plan is intended for Web browsing, messaging, and similar activities. Certain activities and uses of the Services and Devices are permitted and others are not. If Customer buys, leases, or finances a Device manufactured for use on the Network, Customer agrees that it intends it to be activated on our Service and Customer will not resell or modify the Device, or assist anyone doing so. Examples of permitted uses include but are not limited to: (a) voice calls; (b) web browsing; (c) messaging; (d) email; (e) streaming music; and (f) Tethering a Device to other non-harmful devices pursuant to the terms and conditions and allotments the associated Rate Plan. Examples of prohibited uses include but are not limited to: (aa) except for a T-Mobile provided equipment, using a repeater or signal booster; (bb) compromising Network security or capacity, degrading Network performance, use of malicious software or "malware", hindering other customers' access to the Network, or otherwise adversely impacting Network service levels or legitimate data flows; (cc) using applications which automatically consume unreasonable amounts of available Network capacity; (dd) using applications which degrade network capacity or functionality; (ee) misuse of the Service, including "spamming" or sending abusive, unsolicited, or other mass automated communications; (ff) monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals; (gg) unauthorized reprogramming or "unlocking" of a Device's software programming lock; (hh) tampering with, reprogramming, altering, or otherwise modifying Customer's Devices to circumvent any of T-Mobile's policies or violate anyone's intellectual property rights; (ii) causing harm or adversely affects T-Mobile, the Network, T-Mobile customers, employees, business, or any other person; and (jj) causing T-Mobile to violate applicable laws and regulations. T-Mobile reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited voice or data uses detailed above or if T-Mobile, in its sole discretion, determines action is necessary to protect the Network from harm or degradation.

14.2 Protective Measures. T-Mobile engineers our network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. To provide the best possible experience for the most possible T-Mobile customers and to minimize capacity issues and degradation in Network performance, T-Mobile may, without advance notice, take any actions necessary to manage the Network on a content-agnostic basis, including, prioritizing the data usage of a small percentage of unlimited high-speed data customers who use the highest amount of data below that of other customers in times and locations where there are competing customer demands for Network resources, for the remainder of the billing cycle. Where the Network is lightly loaded in relation to available capacity, a customer whose data is de-prioritized will notice

little, if any, effect from having lower priority. This will be the case in a vast majority of times and locations. At times and locations where the Network is heavily loaded in relation to available capacity, however, these customers will likely see significant reductions in data speeds, especially if they are engaged in data-intensive activities. T-Mobile constantly works to improve Network performance and capacity, but there are physical and technical limits on how much capacity is available, and in constrained locations the frequency of heavy loading in relation to available capacity may be greater than in other locations. When Network loading goes down or the customer moves to a location that is less heavily loaded in relation to available capacity, the customer's speeds will likely improve. See www.T-Mobile.com/OpenInternet for details and for current data amount subject to this practice.

14.3 Service Limitations, Connectivity and International Use. Customer acknowledges and agrees that a End-user's use of any Wi-Fi network is permissible ***and that Customer (and not T-Mobile) is solely responsible for all charges associated with a Master Account End-user's use of the Service.*** Cell Broadcasts (alerts that go to certain customers) and Wireless Priority Service (WPS) may not be available with Wi-Fi Calling. Calls from certain designated countries and destinations* over Wi-Fi are $.25/min (no charge for Wi-Fi calls to US, Mexico and Canada). Calls made over Wi-Fi outside of designated countries and destinations* will be charged standard international roaming rates. Customer will pay for all internet access charges incurred by Master Account End-users. (*Except as indicated in this Agreement, T-Mobile offers travel without limits with unlimited data and texting in 210+ countries and destinations at no extra charge. The list of 210+ countries and destinations is subject to change at T-Mobile's sole discretion. Visit www.t-mobile.com/coverage/roaming.)

14.4 9-1-1 and Emergency Alerts Service and Wi-Fi Calling. Customer agrees and will inform all Master Account End-users as follows:

Services or Software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by T-Mobile, or may not work at all. Customer agrees to review all terms and conditions of such third-party products**. T-Mobile is not responsible for failures to connect or complete 911 calls or text to 911 messages or if inaccurate location information is provided. 911 service may not be available or reliable and Customer's ability to receive emergency services may be impeded. T-**Mobile cannot assure Customer that if Customer places a 911 call or text Customer will be found.

14.5 Emergency Alerts. T-Mobile has chosen to offer wireless emergency alerts, within portions of our coverage area, on wireless alert capable Devices. There is no additional charge for these wireless emergency alerts. For details visit: www.t-mobile.com/responsibility/consumer-info/safety/wireless-emergency-alerts.

T-Mobile may use a variety of information and methods to determine the location of a 9-1-1 call, including T-Mobile's GSM wireless Network if available in a End-user's location, or the location of a End-user's Primary Address. Even with this information, Customer acknowledges that an emergency operator may not be able to receive or use the address information (or a End-user's phone number) to locate the End-user in order to provide emergency services. If a End-user dials 9-1-1 while outside the U.S., 9-1-1 services may not be available. Customer is required to provide T-Mobile with a valid address for the location at which Customer's Master Account End-users primarily use Wi-Fi Calling ("**Primary Address**"). If Customer does not provide T-Mobile with a Primary Address, T-Mobile may block End-users' usage of certain Wi-Fi networks. If such address changes, either temporarily or permanently, Customer will register the new address with T-Mobile. T-Mobile assumes no responsibility for securing the Primary Address. When End-users use Wi-Fi Calling Service away from the Primary Address, T-Mobile may have no or very limited information about the End-user's location, which could result in (i) a 9-1-1 call being routed to an out-of-area public safety agency; (ii) the public safety agency receiving incomplete information about the End-user's call and the End-user's location; or (iii) a End-user's 9-1-1 call being routed to an emergency response center, which will ask the End-user for the End-user's location and use that information to route the call to a public safety agency.

14.6 Text-to-911: Text to 9-1-1 may be available in some locations where T-Mobile Service is provided and is dependent on the public safety agency's ability to receive text messaging. T-Mobile recommends that Customer uses voice communications as its primary method of contacting 9-1-1.

Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice over LTE ("**VoLTE**"). If End-users cannot make a voice call to 911, T-Mobile recommends that End-users use an internet-based

Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. T-Mobile Real-Time Text ("**RTT**") technology is available on T-Mobile's network and can be used on select devices to contact 911. For more information, see www.t-mobile.com/accessibilitypolicy.

14.7 911 Access: 911 services are made possible by state and local governments. T-Mobile handsets are capable of making calls to 911 in the United States, and 911 access is available to customers regardless of rate plan. The handset must have battery power and connectivity to complete a 911 call. When making 911 calls, Customer's End-users must be prepared to provide information about where the End-user(s) are located. In some cases, 911 communications center operators may not know the End-user's phone number or have information about that End-user's location. Other third-party entities are involved in connecting a 911 call and T-Mobile does not determine the public safety agency to which the 911 call is routed. If Customer is porting a phone number to or from T-Mobile, T-Mobile may not be able to provide Customer with some Services, such as 911 location services, while the port is in process. If any End-user is outside the U.S., such End-user may have to dial a different number than 911 to call emergency services.

14.8 Wi-Fi Calling. Wi-Fi Calling services use an internet connection to make calls, ("**Wi-Fi Calling**"), including 911 calls, and calls to 911 using Wi-Fi calling operate differently than traditional 911. When enabling Wi-Fi Calling, Customer must provide T-Mobile with the primary street address at which the Wi-Fi Calling service will be used ("**Registered Location**"). If Customer's End-users call 911 over Wi-Fi, T-Mobile will provide Customer's Registered Location to the public service entity that answers the call, and it may be used to help emergency responders locate a End-user. Customer agrees to update its Registered Location if Customer's End-users use Wi-Fi service at a different location. Customer can update its Registered Location by contacting T-Mobile Customer Care.

14.9 Location Based Services. If Customer downloads or accesses location based services through wireless Services and Products ("**Location Based Services**"), Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of Customer's Products pursuant to the terms and policies of the Location Based Service purchased by Customer, including the Location Based Service provider's privacy policy. Customer must clearly, conspicuously and regularly notify all of its End-users using Customer lines upon which Customer has enabled Location Based Services that End-user location information may be accessed, used or disclosed in connection with the Location Based Service. In addition, if Customer will be using Location Based Services to track or collect the location of End-users that Customer knows, or reasonably should know, are under 13 years of age, Customer will be responsible for complying with all applicable notice and consent requirements in accordance with the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.) and any other applicable laws.

15. Network Security. T-Mobile has the right, but not the obligation, to monitor and inspect all network traffic to and from Customer to protect Customer, T-Mobile's network, and others using the Service from communications that pose a security threat. Customer agrees that T-Mobile's exercise or non-exercise of this right will not result in a breach of this contract and that Customer will not initiate any legal action related to the exercise or non-exercise of this right, or any action or inaction by T-Mobile based on that monitoring and inspection activity.

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

ITN NO: DMS-19/20-006 MOBILE COMMUNICATION SERVICES (MCS-2)

REQUEST FOR BEST AND FINAL OFFER

DUE: May 14, 2021 BY 11:59 PM ET

INTRODUCTION

Pursuant to the Mobile Communication Services ITN Sections 4.4.3., Revised Replies and Best and Final Offers, and 4.4.4, Other Department Rights During Negotiations, the Department requests a Best and Final Offer. Please submit the Best and Final Offer by 11:59 PM ET on May 14, 2021, to the Procurement Officer, Caitlen Boles, at Caitlen.Boles@dms.fl.gov

Respondents must email the Best and Final Offer with files attached as a .pdf or in their native format (.docx or .xlsx where applicable) to the Procurement Officer. If the Best and Final Offer exceeds the file limit to submit via email, the Respondent must submit its Best and Final Offer on a thumb drive to the Procurement Officer by the above-stated deadline.

Best and Final Offers are expressly understood to be for the provision of services and features with no minimum guaranteed purchase of services or features.

All revisions made by the Department to the attachments provided with this Request for Best and Final Offer are reflected in track changes; track changes reflect changes made to the original documents posted with the ITN, and as modified by Addendum No. 2. Any Respondent-proposed edits not reflected in the attachments were deemed not acceptable to the Department. Do not make any changes, revisions, exceptions, or deviations to the Department's language in the provided documents.

BEST AND FINAL OFFER SUBMISSION

The Best and Final Offer must include the following requested documents:

A. ATTACHMENT A – FINAL STATEMENT OF WORK

Please submit a response to each subsection in Attachment A – Final Statement of Work where a response is requested, including Section 4 Public Safety if the Respondent is proposing public safety services. Identify all modifications and/or revisions, if any, to the responses provided in the Statement of Work from Respondent's initial ITN Reply via track changes.

B. ATTACHMENT B – FINAL CONTRACT

By submitting a Best and Final Offer, the Respondent confirms acceptance of Attachment B – Final Contract, as is; ***do not make any changes, revisions, exceptions, or deviations.***

C. ATTACHMENT C – FINAL SERVICE LEVEL AGREEMENTS

By submitting a Best and Final Offer, the Respondent confirms acceptance of Attachment C – Final Service Level Agreements, as is; ***do not make any changes, revisions, exceptions, or deviations***.

D. FINAL VENDOR'S DEVICE LIST AND VENDOR'S SERVICES AND DISCOUNTS PRICING (EUPL)

Please submit Vendor's Device List and Vendor's Services and Discounts Pricing. If the Respondent is proposing public safety plans and devices, these shall be included within these documents.

The Respondent is required to submit a Vendor's Device List and Vendor's Services and Discounts Pricing that includes the Respondent's best pricing for the Department's consideration based on the revisions contained in the Request for Best and Final Offer and attachments. Given these revisions made by the Department, the Department is anticipating reductions in the Respondent's pricing.

The Vendor's Device List and Vendor's Services and Discounts Pricing must comply with ITN Section 3.10, Respondent's Pricing. Pricing in either document shall not include State of Florida and Federal Taxes. Taxes are defined here to include payments that the Contractor is required to collect by law and pay to public entities.

E. WIRELESS SERVICE GUIDES

Please submit the Additional Terms for Master Account Wireless Services (formerly submitted as Attachment G) with the terms agreed upon in negotiations. If awarded a contract, the intent is for the terms to be incorporated into the EUPL.

F. EXHIBIT H - T-MOBILE ADDITIONAL TERMS AND CONDITIONS

By submitting a Best and Final Offer, the Respondent confirms acceptance of Exhibit H – T-Mobile Additional Terms and Conditions, as is; ***do not make any changes, revisions, exceptions, or deviations.***

SUPPLEMENTAL INFORMATION

The Best and Final Offer shall constitute the Respondent's final Reply to this ITN and should be reflective of all terms and conditions applicable to the Respondent's proposed services.

Should the Respondent's BAFO response contain website references, that are external to the documents, the information referenced on the website should be provided in the BAFO response. However, if the information has been previously supplied to the negotiation team in the information request in January and no changes have been made, it is not necessary to resubmit.

The Respondent is under no obligation to submit a Best and Final Offer; however, the Respondent will no longer be considered for an award if the Department does not receive a Best and Final Offer.

By the submission of its Best and Final Offer, the Respondent certifies that, if awarded a Contract, it will comply with all terms and conditions found in the aforementioned documents included with this Request for Best and Final Offer.

REDACTED COPY

If the Respondent considers any portion of the documents, data, or records submitted to the Department to be trade secret or otherwise exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Respondent must provide the Department with a separate, electronic redacted copy of the Best and Final Offer in accordance with Section 3.8 of the ITN.

STATE OF FLORIDA EMPLOYEE DISCOUNTS

If the Respondent intends to offer any discounted pricing to State of Florida employees (including state agencies, OEUs, or their retirees), please provide the discount percentage in the Best and Final Offer.

Please note that the decision to offer discounted rates is wholly within the Respondent's discretion and will NOT be considered as part of the State's best value determination (see ITN Section 4.5, Final Selection and Notice of Intent to Award Contract).

Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

INVITATION TO NEGOTIATE

FOR

MOBILE COMMUNICATION SERVICES

ITN NO: DMS-19/20-006

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

Procurement Officer: Caitlen Boles
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.3Y
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: DMS.Purchasing@dms.myflorida.com

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-9226312, or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES
Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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Attachments:

Attachment A – Statement of Work
Attachment B – Draft Contract
Attachment C – Service Level Agreements
Attachment D – Business Case
Attachment E – Definitions and Acronyms

Forms:

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FORM 2 – NOTICE OF CONFLICT OF INTEREST
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FORM 4 – STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT
FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS
FORM 6 – BUSINESS EXPERIENCE

SECTION 1. INTRODUCTION

1.1 Solicitation Objective

The State of Florida (State), Department of Management Services (Department or DMS) is seeking to establish, through this Invitation to Negotiate (ITN), a contract or contracts (Contract) for cellular voice and data services, secure access to MyFloridaNet (through cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories and features, collectively referred to herein as Mobile Communication Services (MCS). MCS is part of the DMS SUNCOM group of contracts providing voice and data services to SUNCOM Customers. The Department intends to award multiple Contracts but reserves the right to award to one Respondent or to make no award.

The resulting Contract(s), if any, will be used by State agencies and other authorized entities, collectively referred to as "Customers," in accordance with Chapter 282, Florida Statutes.

If more than one (1) Contract is awarded, then the use of the terms "Contract," "Contractor," "Reply," and "Respondent" include the plural when applicable.

1.2 Background

Prior to issuance of this solicitation, the Department contracted with a private vendor to assist in the development of a business case for MCS, in accordance with section 287.0571, Florida Statutes. The business case examined options for the future path of MCS and recommended that the Department issue an ITN for the services. That Mobile Communication Services Business Case is attached to this procurement as Attachment D – Business Case for background informational purposes only and does not contain specifications for this solicitation.

The Department has estimated that the annual total enterprise expenditures on the Contract resulting from this solicitation will be approximately $85 million. This estimate is for informational purposes only. Under no circumstances should this estimate be construed as representing actual, guaranteed, or minimum spend under any new Contract.

1.3 Term

The term of the Contract will be five (5) years. Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part for up to five (5) additional years. Renewals are contingent upon satisfactory performance evaluations by the Department and are subject to the availability of funds (see section 287.057(13), Florida Statutes).

1.4 Questions Being Explored

a) What is the best model for delivery of cost-efficient and high-quality MCS, including nationwide coverage?
b) What service options meet a variety of Customer needs?
c) How we the Department maintain competitive pricing throughout the initial and renewal year of the Contract?
d) What is the best model for the Department to achieve the objectives state in Attachment A – Statement of Work (SOW), Subsection 1.3?

1.5 Goals of the ITN

The goals of this ITN are to establish:

a) The delivery of cost-efficient and high-quality MCS, including nationwide coverage;
b) Service options to meet a variety of Customers' needs;

c) Competitive pricing throughout the initial and any renewal years of the Contract; and
d) The objectives stated in Attachment A - Statement of Work (SOW), Subsection 1.3.

1.6 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 or ADA.Coordinator@dms.fl.gov. Requests for accommodation for meetings must be made at least five (5) Business Days prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.7 Procurement Officer

The Procurement Officer is the **sole point of contact** for this procurement. Direct all contact with the Department to the Procurement Officer in writing by email.

Caitlen Boles
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.3Y
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: dms.purchasing@dms.myflorida.com

*****PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER*****

If a Respondent is claiming that any portion of an email is trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or Federal Law, the Respondent is to place the word "Confidential" in the subject line. (See Subsection 3.8.4, How to Claim Trade Secret or Other Exemptions, of this ITN for more information on confidential information.)

Any contact with the Department by an affiliate, a person with a relevant business relationship with a Respondent, or an existing or prospective subcontractor to a Respondent is assumed to be on behalf of a Respondent unless shown otherwise.

1.8 Timeline of Events

The table below contains the anticipated Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the Respondent's responsibility to check the VBS for any changes. The Respondent is responsible for ensuring the Department receives all required documentation by the dates and times (Eastern Time) specified below (or as revised by addenda).

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
ITN posted on the VBS.		October 7, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	October 28, 2020

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Department's anticipated posting of answers to Respondent's questions on the VBS.		November 9, 2020
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	November 23, 2020
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149	3:00 PM	November 23, 2020
Anticipated Evaluations Phase.		December 1, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to April 12, 2021
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/432429477	10:00 AM	April 19, 2021

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 432-429-477 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 432 429 477 Or dial directly: 432429477@67.217.95.2 or 67.217.95.2##432429477 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/432429477		
Anticipated date to post Notice of Intent to Award on the VBS.		April 26, 2021
Anticipated Contract Execution.		May 2021

SECTION 2. SOLICITATION PROCESS

2.1 General Overview

The ITN is a method of competitively soliciting contractual services under section 287.057(1)(c), Florida Statutes. This solicitation will be administered through the Vendor Bid System (VBS). Vendors interested in submitting a Reply are to comply with all terms and conditions described in this solicitation. The Department will hold a public opening of the Replies at the date, time, and location provided in the Timeline of Events.

The ITN process is divided into two (2) phases: the evaluation phase and the negotiation phase. The evaluation phase involves the Department's evaluation of Replies in accordance with this ITN. During this phase, the Department evaluates all Responsive Replies using the assessment scale against all evaluation criteria to establish a competitive range of Replies reasonably susceptible of award. The Department then selects one (1) or more Respondents within the competitive range with which to commence negotiations.

The negotiation phase involves negotiations between the Department and one or more Respondents whose evaluated Replies were determined to be within the competitive range, in accordance with this ITN. During this phase, the Department may request revised Replies and best and final offers (BAFOs) based on the negotiations.

Once negotiations have concluded and BAFO(s) have been received and reviewed, the Department will hold a negotiation team public meeting to recommend Contract award(s). The Department intends to post a notice of Intent to Award Contract(s), identifying the responsive and responsible vendor(s) that provide the best value to the State based on the selection criteria set forth in Subsection 4.5, Final Selection and Notice of Intent to Award Contract, of the ITN.

Any reservation or listing of reservations of the Department's rights provided in this ITN is not intended to be exhaustive and shall not be construed to limit the rights of the Department in conducting this procurement.

2.2 Questions and Answers

Respondents will submit all questions during the Question and Answer period in writing to the Procurement Officer via email. The deadline for submission of questions is reflected in Subsection 1.8, Timeline of Events.

The Department requests that all questions have the solicitation number in the subject line of the email and be submitted in the following format:

Question #	Respondent Name	Section	Page #	Question

Questions will not constitute a formal protest of the specifications of the solicitation. Department answers to written questions will be issued by addendum via the VBS.

2.3 Addenda to the Solicitation

The Department reserves the right to modify this solicitation by issuing addenda posted on the VBS. It is the responsibility of the Respondent to check the VBS for information and updates.

2.4 Receipt of Replies

2.4.1 Reply Deadline

The Respondent is responsible for ensuring the Department receives the Reply no later than the date and time provided in Subsection 1.8, Timeline of Events, of this ITN (or as revised by addenda). Address the Reply to the Procurement Officer at:

Caitlen Boles
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.1X
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: DMS.Purchasing@dms.myflorida.com

All methods of delivery or transmittal to the Procurement Officer are exclusively the responsibility of Respondents, and the risk of non-receipt or delayed receipt shall be borne exclusively by the Respondents.

2.4.2 Clarifications to Replies

No changes, modifications, or additions to the Replies will be allowed after the Replies have been opened, except as negotiated during the negotiation phase. However, the Department reserves the right to seek clarifications from any Respondent at any time.

2.5 Respondent Firm Offer

The Department may enter into a Contract within three hundred and sixty-five (365) calendar days after the date the Notice of Intent to Award is posted, during which period Replies shall remain firm and shall not be withdrawn. If a Contract is not executed within three hundred and sixty-five (365) days, the Replies shall remain firm until either the Contract is executed or the Department receives from a Respondent written notice that the Reply is withdrawn.

SECTION 3. GENERAL INSTRUCTIONS

3.1 General Instructions to Respondents (PUR 1001 Form)

The PUR 1001 Form, General Instructions to Respondents, is incorporated by reference into this solicitation but is superseded to the extent set forth herein. The form can be accessed at: http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms.

Sections 3, 5, 9, and 14 of the PUR 1001 Form are inapplicable and are replaced as follows:

Section 3. Electronic Submission of Offers
Replies shall be submitted in accordance with Subsection 3.5, How to Submit a Reply.

Section 5. Questions
Submit questions in accordance with Subsection 2.2, Questions and Answers.

Section 9. Respondent's Representation and Authorization.
In submitting a Reply, the Respondent understands, represents, and acknowledges the following:

- The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- The Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.
- The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.
- The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery,

collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or a position involving the administration of funds:
    - Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
    - Has within a three-year period preceding this certification had one (1) or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.
- The commodities or contractual services offered by the Respondent will conform to the specifications without exception.
- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Reply, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Reply.
- The Respondent shall indemnify, defend, and hold harmless the Department and Customers, and their employees, against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's Reply.
- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the Reply. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.
- If at any point during the course of the procurement, circumstances change so that any of the above acknowledgements are no longer true, the Respondent will notify the Procurement Officer as soon as practicable.

Section 14 – Firm Response
The offer will be held firm in accordance with Subsection 2.5, Respondent Firm Offer.

3.2 MFMP Registration

The awarded Respondent(s), if any, must have completed this process prior to Contract execution. For additional information, please visit: https://Respondent.myfloridamarketplace.com/.

The awarded Respondent(s) will be required to pay the required MFMP transaction fee(s) as specified in Subsection 3.7, MyFloridaMarketPlace Transaction Fee, of Attachment B - Draft

Contract, unless an exemption has been requested and approved pursuant to Rule 60A-1.031, Florida Administrative Code.

3.3 Florida Substitute Form W-9 Process

A State of Florida contractor ***must*** have registered and completed an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information Respondents provide on the Form W-9.

For instructions on how to complete the Florida Substitute Form W-9, please visit: http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf

The awarded Respondent(s), if any, must have completed this process prior to Contract execution.

3.4 Website References

Respondents should not incorporate or reference dynamic links that are external to the Reply documents. Provide screen shots in lieu of references to websites. References to dynamic links (Universal Resource Locators) will not be considered as part of the Respondent's Reply.

3.5 How to Submit a Reply

Respondents are responsible for submitting their Replies by the date and time specified in the Timeline of Events of this solicitation. Respondents are to submit the Reply in a sealed package containing the following:

3.5.1 One (1) hard copy of a cover letter as specified in Section 3.7, Contents of Reply.

3.5.2 One (1) electronic Reply in Adobe (.pdf) on a USB flash drive (CD/DVD format is also acceptable). Files are to be organized in accordance with Section 3.7, Contents of Reply. The Vendor's Device List; Vendor's Services and Discounts Pricing; and Vendor's Services and Discounts Pricing, Public Safety (if submitting), should be submitted in either Adobe (.pdf) or Microsoft Excel.

3.5.3 If applicable, one (1) electronic redacted copy of the entire Reply on a USB flash drive (CD/DVD format is also acceptable), as described in Subsection 3.8, Public Records, Respondent's Confidential Information, and Redacted Replies, of this ITN. Large files should be scanned as separate files.

All electronic documents are to be searchable to the fullest extent practicable.

Clearly mark on the outside of the sealed package the solicitation number, company name, and Procurement Officer name.

Submit Replies to the Procurement Officer at the address listed in Subsection 1.7, Procurement Officer.

Prepare Replies simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation. The emphasis of each Reply should be on completeness and clarity of content.

Replies that are not timely submitted with all required information may be deemed nonresponsive. The risk of submitting a blank or unreadable USB flash drive or CD/DVD rests with the Respondent.

3.6 Mandatory Responsiveness Requirements

The Department will not evaluate Replies that do not meet the minimum mandatory requirements listed below. Responses to the SOW will be scored at the evaluation phase. Responses to the SOW and evaluator scores will not be used to determine the responsiveness of the Replies.

The Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the State.

3.6.1 The Respondent must be, at the time of Reply submittal, a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation's non-rural population. A Respondent which has been determined by the Federal Communications Commission (FCC) to be a "nationwide service provider" in the Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement. A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements. The report is located here: https://docs.fcc.gov/public/attachvments/FCC-18-181A1.pdf

The certifications required in Subsections 3.6.2 through 3.6.4 must be accomplished through the execution of Form 5, Mandatory Responsiveness Requirements, below. A Reply will be deemed nonresponsive if it fails to contain a signed Form 5.

3.6.2 The Respondent must certify that it is in compliance with Subsection 3.1, General Instructions to Respondents (PUR 1001 Form), of this ITN.

3.6.3 The Respondent must certify that neither it, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in sections 287.133 and 287.134, Florida Statutes, respectively.

3.6.4 The Respondent must certify that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.

3.6.5 The Respondent must certify that it is currently authorized to do business with the State, or will obtain authorization through the Department of State, Division of Corporations, should the Respondent be awarded the Contract, prior to Contract execution. Website: www.sunbiz.org

3.7 Contents of Reply

All Replies are to be organized in sections as directed below. Submit the sections of the Reply in one (1) sealed package to the Procurement Officer, organized as follows:

1. **A cover letter on the Respondent's letterhead with the following information:**

   a. Company name and physical address;
   b. Primary location from where the work will be performed;

c. Contact information for primary point of contact, including phone number and email address; and
d. Federal Employer Identification (FEID) Number.

2. **Completed forms:**

FORM 1 – CONTACT INFORMATION
FORM 2 – NOTICE OF CONFLICT OF INTEREST
FORM 3 – NON-COLLUSION STATEMENT
FORM 4 – STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT
FORM 6 – BUSINESS EXPERIENCE

3. **Mandatory Responsiveness Requirements**:

A signed FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS.

4. **Respondent's Reply to the Statement of Work (Technical Reply)**
Respondent will provide a response to each subsection in the SOW, where it is requested, by either inserting a narrative in the response blocks below the text of the numbered subsection (preferred method) or by attaching a narrative with a reference to the corresponding SOW subsection.

Note: It is the Respondent's responsibility to ensure responses are properly aligned with the corresponding SOW sections. The Department will not be responsible for evaluating portions of responses that are improperly aligned with the SOW subsections. See also Subsection 1.1, Instructions for Response Blocks, of the SOW regarding SOW Reply instructions.

Provide responses to the SOW in a font color for narrative that is different than the SOW font color.

5. **Respondent's Experience Reply**
Respondent will provide an Experience Reply that provides all the information required by this section.

The Respondent will supply a brief narrative of Respondent's prior relevant experience and ability to provide the proposed Wireless Voice Services (WVS) and Wireless Data Services (WDS) described in Attachment A – Statement of Work, including, at a minimum, a description of:

a. Respondent's market penetration for WVS and WDS services.
b. Respondent's experience providing services of similar scope to other public sector clients comparable to the State of Florida.
c. Respondent's experience supporting devices and software systems of different manufacturers. List similar or like systems the Respondent has supported in the last three (3) years.
d. Respondent's experience providing Highly-available, Highly-reliable telecommunications infrastructures and services.

e. Respondent's experience providing sufficient staffing levels, local staffing, and a quality staff driven to proactively address issues.
f. Proposed Key Staff – given the requirements in Sections 2.2 through 2.7 of Attachment A, Statement of Work:
   i. Describe in detail the proposed offering for key staff positions, addressing the minimum requirements listed in the Statement of Work.
   ii. Provide resumes for all persons being proposed for the key staff positions.
   iii. Provide a proposed Staffing Organizational Chart, including all staff (both key staff and non-key staff) that are anticipated to be assigned to the Contract, including names and titles (full-time and part-time).
   iv. Describe the proposed Customer Support Team model, including staffing levels, minimum qualifications, and average years of experience of the proposed team.

6. Letter of Bondability

A letter signed on or after October 1, 2020, from a surety company or bonding agent authorized to do business in the State and written on company letterhead indicating the Respondent's ability to obtain a performance bond in the amount of at least five hundred thousand dollars ($500,000). For additional information see Section 16, Performance Bond, of Attachment B – Draft Contract.

7. Pricing and Devices

Submit the following items in one (1) separate electronic file folder:

- Vendor's Services and Discounts Pricing
- Vendor's Services and Discounts Pricing, Public Safety, if the Respondent is proposing to provide services in accordance with SOW Section 4, Public Safety Service Plans and Devices
- Vendor's Device List

Note: The items submitted in this Pricing and Devices portion will not be evaluated or scored by the Department during the evaluation phase of the ITN, nor will these items be used to determine vendor responsiveness. The Department intends for these items to be utilized by the negotiation team to establish a baseline for service and pricing discussions with Respondents during the negotiation phase of the ITN.

3.8 Public Records, Respondent's Confidential Information, and Redacted Replies

The following subsections supplement Section 19, Public Records, of the PUR 1001 Form, General Instructions to Respondents. By submitting a Reply, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. **If the Respondent fails to mark material exempt, or fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce, in their entirety, all documents, data, or records submitted to the Department in answer to a public records request for these records.** However, no portion of a Reply will be produced in response to a public records request until such time as the Department provides notice of an intended decision with regard to this ITN or until thirty (30) days after opening the final Replies, whichever is earlier (see Section 3.8.3, Public Inspection, below, for additional information).

3.8.1 Electronic and Written Communications

Unless exempted by law, all electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to Florida's broad Public Records Law, found in Chapter 119, Florida Statutes.

3.8.2 Replies

Unless exempted by law, all materials submitted as part of a Reply to this ITN will become a public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of a Reply does not affect the public record status of the materials.

3.8.3 Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Chapter 119, Florida Statutes. As noted above, a time-limited exemption from public inspection is provided for the contents of Replies pursuant to section 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of Replies become subject to public inspection, unless another exemption applies. Any claim of trade secret exemption for any information contained in Respondent's Reply will be waived upon submission of the Reply to the Department, unless the claimed trade secret information is submitted in accordance with Subsection 3.8.4, How to Claim Trade Secret or Other Exemptions, below. This waiver includes any information included in the Respondent's Reply outside of the separately bound document described below.

3.8.4 How to Claim Trade Secret or Other Exemptions

If a Respondent considers any portion of materials made or submitted in the course of replying to this ITN to be trade secret under section 812.081, Florida Statutes, or other applicable law, or otherwise confidential under Florida or federal law, in order to preserve the confidentiality of the material, the Respondent must clearly designate, in writing, that portion of the materials as "confidential" when submitted to the Department. The Respondent must submit all such information as a separately bound, *unredacted* document clearly labeled "Confidential, Unredacted Reply" together with a brief written description of the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Respondent is to also simultaneously provide the Department with a separate, electronic *redacted* copy of its Reply. The file name of the electronic redacted copy is to contain the name of the Respondent, the ITN number, and redacted copy (e.g., Respondent Name DMS ITN _redacted copy.pdf). Prominently display the phrase "Redacted Copy" on the first page of the electronic redacted copy and each page on which information is redacted.

The redacted copy is to be submitted no later than the Reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the Reply, further segregate it and separately bind or enclose and clearly label it as set forth above in addition to any other labeling required for the material.

Negotiation Meetings. If the Respondent is invited to negotiations, it will be incumbent upon the Respondent to identify, in real-time, portions of the Respondent's negotiation sessions that include references to materials and/or information the Respondent claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to inform the Department that any portion of the negotiation meetings should be considered confidential, proprietary, trade secret or otherwise not subject to

disclosure, the Department is authorized to produce the audio recording in answer to a public records request for these records. The Respondent is responsible for defending its determination that the portions of the negotiation sessions are exempt and not subject to disclosure.

3.8.5 Public Records Request

If a Respondent fails to mark any materials submitted to the Department as confidential, or fails to submit a redacted copy as provided in this section, or fails to claim, in real-time, portions of the negotiations sessions as exempt, the Respondent **waives** the exemption, and the Department may produce all of the Respondent's documents, data, or records or the Department's recordings of negotiation sessions to any person requesting a copy under Chapter 119, Florida Statutes. The Respondent exclusively bears the burden of complying with Subsection 3.8, Public Records, Respondent's Confidential Information, and Redacted Replies, to ensure its exempt information is appropriately marked and protected. If a requestor asserts a right to the confidential information, the Department will notify the Respondent that such an assertion has been made. It is the Respondent 's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the confidential information of the Respondent in a legal proceeding, the Department will give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent is responsible for defending its determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

3.8.6 Department Not Obligated to Defend Respondent's Claims

The Department is not obligated to agree with a Respondent's claim of exemption and, by submitting a Reply, the Respondent agrees to defend its claim that each and every portion of the redacted material is exempt from inspection and copying under the Public Records Law. Further, by submitting a Reply, the Respondent agrees to protect, defend, indemnify and hold harmless the Department for any and all claims and litigation (including litigation initiated by the Department), including attorney's fees and costs, arising from or in any way relating to Respondent's assertion that the redacted portions of its Reply or portions of the negotiation sessions are trade secrets or otherwise exempt from public disclosure under Chapter 119, Florida Statutes. The Department may use counsel of its choosing to defend any such claims, and the Respondent shall promptly pay the Department's invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims.

3.9 Additional Information

By submitting a Reply, the Respondent certifies that it agrees to all criteria specified in this solicitation. The Department may request, and the Respondent shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Reply being deemed non-responsive.

3.10 Respondent's Pricing

Respondents are to submit pricing at the time of their Reply. Pricing should be submitted as if the terms and conditions of Attachment B – Draft Contract are final. There is no guaranteed minimum spend from the Department or the Customers. Respondents are instructed to only submit pricing for services that are within the contemplated scope of this procurement, including additional options or features proposed by the Respondent that are in accordance with the SOW.

If the proposed pricing includes services outside of the scope of the Contract, those services will not become part of the Contract and will neither be included in CSAB nor be offered to Customers.

Pricing must be uniform with no variation for geographic location of service delivery.

Respondents are encouraged to provide the best possible pricing at all times. Pricing submitted will be considered pricing for the initial and any renewal periods.

Respondents' proposed pricing is inclusive of all government sanctioned surcharges and fees (as provided in the SOW, Subsection 5.6, Taxes and Government Sanctioned Fees) necessary to deliver the proposed services, unless otherwise separately identified in the Reply. The only additional costs permitted will be reasonable costs for expedited orders.

3.10.1 Vendor's Device List

The Respondent should submit a Vendor's Device List of the Respondent's proposed devices and pricing, which will become part of the final Contract, as modified during negotiations. The Vendor's Device List should include all proposed devices, including, at a minimum, cellular phones, smartphones, tablets, broadband access devices (data-only), cellular mobile broadband devices (support for internet access), devices supporting secure access to MFN, and accessories. Devices may be shown with a variety of packages, with detailed pricing, and descriptions of associated services, devices and/or features. Any services, devices and/or features provided at no cost should be identified as $0.00. If the Respondent is proposing Public Safety services and devices, the Vendor's Device List may also include Public Safety wearables and other Public Safety wireless enabled devices.

For all items listed below, the Vendor's Device List should include: manufacturer and model, vendor's identification number (SKU), vendor's commercially advertised retail price as of the date the Reply is submitted to the Department, State purchase price, and any promotional pricing, as well as the following device-specific information:

1) Smartphones
   a. Operating system, camera, removable memory, hearing aid compatibility, mode, and other features.
   b. At least one unlocked iPhone and one unlocked Android smartphone.
2) Air Cards and hotspots
   a. Mode, compatibility with 4G LTE, compatibility with 5G, compatibility with Apple Operating Systems (iOS, Mac OS), compatibility with Microsoft Operating systems (Windows), external antenna, and other features.
3) Tablets
   a. Operating system, camera, removable memory, and other features.
4) Basic Phones
   a. At least one basic phone that is available to Customers at no charge, other than the cost of the purchased service plan.
5) Accessories
   a. May include phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.
6) Public Safety Wearables

3.10.2 Vendor's Services and Discount Pricing

The Respondent should submit services and discount pricing, which will become part of the final Contract, as modified during negotiations. If bidding on the public safety portion of this procurement, the Respondent should also submit public safety-specific pricing. Respondents may mirror the formats of existing End User Price Lists (EUPLs), also referred to as User Rates, or create their own. The current EUPLs can be found on this DMS website: https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services. Respondent's should state prices as monthly recurring charges (MRC) or non-recurring charges (NRC).

The Services and Discounts Pricing should include the following, at a minimum:

1) Non-pooled Plans

a. Pricing and details of all non-pooled plans, which may include:
   i. Voice per minute rate plans: usage based, limited
   ii. Unlimited plans: voice; voice and text; voice, text, and data; voice, data, messaging, and hotspot
   iii. Messaging plans: limited and unlimited
   iv. Data only device plans: per megabyte data plan, data plan with tethering, data plan without tethering, and unlimited data

b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

c. Description of services included in the monthly recurring costs, including the number of messages (SMS/MMS), minutes (anytime, nights, or weekends), data limits, and included features, such as call waiting.
   i. Detail how airtime and other measured usage are billed; for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, unanswered outgoing calls incurring airtime.
   ii. Description of billing for calls directly dialing or receiving from the same carrier.
   iii. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.
   iv. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

2) Pooled Plans

a. Pricing and details of all pooled plans, which may include:
   i. Description of tiers, including the number of minutes included in the plans.

b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

c. Describe:
   i. how the minutes are aggregated and credits are applied;
   ii. how a Customer can have more than one pool;
   iii. rollover minutes;
   iv. pool limitations, e.g., limits to the number of users; and
   v. included features, such as call waiting.

3) Push-to-Talk

a. Pricing and details of all push-to-talk plans, which may include:
   i. Standalone push-to-talk and add-on push-to-talk plans.
   ii. Relevant unit pricing including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

iii. Description of services included in the monthly recurring costs and included features
1. Detail how measured usage is billed, for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, or unanswered outgoing calls incurring airtime.
2. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.
3. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

4) Machine-to-Machine

a. Pricing and details of all machine-to-machine and internet of things service plans which may include:
i. Description of tiers, including the usage caps of each tier. One (1) MB to twenty (20) GB requested, at minimum.

b. Relevant unit pricing, including price per minute, variation of price per MB for nights and weekends, and monthly rollover of minutes or data.

c. Description of services included in the monthly recurring costs and included features.
i. Detail how measured usage is billed.
ii. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

5) Discounts

a. All proposed discounts off accessories and devices.

b. State what published price the discount percentage applies to (MSRP, vendor published catalog, etc.).
i. Describe any additional proposed discounts, such as 100% discount off activation fees.
ii. Specific pricing for devices should be listed in the Vendor's Device List.

6) Additional Features, Fees, and Other Items

a. Respondents may describe and detail any additional offerings that are contemplated within the SOW.
i. These shall include surcharges and fees (see SOW Section 5.6, Taxes and Government Sanctioned Fees).
ii. These may include chargeable features, such as robo-call blocking, mobile device management, etc.
iii. Respondents may also suggest tiered pricing.
iv. Where applicable, Respondents should detail the plan name and type, monthly recurring cost, etc.

b. There will be no activation fees for services and devices purchased off the Contract. Current MCS contracts do not allow activation fees for services and devices.

SECTION 4. SELECTION METHODOLOGY

4.1 Responsiveness and Responsibility

The Department will determine which Respondents are responsive and responsible, and which have submitted a Responsive Reply that meets the requirements of this solicitation (see section

287.012, Florida Statutes). The Department will perform the initial responsiveness check. Replies found to be nonresponsive will not be evaluated.

The Department reserves the right to act upon information discovered after the initial responsiveness check impacting the responsibility or responsiveness of the Respondent.

4.2 Evaluation Process – General Overview

The Department will appoint an evaluation team for the evaluation and scoring of the Responsive Replies for the evaluation phase. Each evaluator will be provided a copy of each Respondent's Reply that is deemed Responsive.

The evaluators will score Replies against the evaluation criteria set forth in subsection 4.3, Evaluation of the Reply, in order to establish a competitive range of Replies reasonably susceptible of award. The Evaluation Summary Score Sheet Table, to be used by the Department to calculate evaluation scores, provides for the SOW sections that will be scored and the relative weights given to the scored sections.

See subsection 4.4, Negotiations, for information on the negotiation phase of the ITN. All Replies that meet the Mandatory Responsiveness Requirements will be evaluated as described in section 4, Selection Methodology.

4.3 Evaluation of the Reply

The evaluators will independently review and evaluate the Responsive Replies. Using the assessment scale below, the evaluators will assign scores zero (0) to four (4) based on the quality of each section of the Reply to the SOW. In determining the quality of a Reply, the evaluators will use the following guiding questions:

- How well does the Reply demonstrate an understanding of the services requested?
- How well does the Reply demonstrate the Respondent's ability to provide the services requested?
- How well does the Reply address the requested services?

Assessment	Evaluator Score
Unacceptable	0
Poor	1
Adequate	2
Good	3
Exceptional	4

4.3.1 Scoring

Scoring, for purposes of determining the competitive range, will be a total of the evaluator's weighted scores for each Respondent for all scored sections of the SOW.

The table below demonstrates the calculations the Department will use to determine the Respondent's Final Weighted Score, based on the raw scores given by the Evaluation Team members while evaluating the Respondent's Reply.

The Raw Points scored for each section, by each evaluator, will be averaged together and then multiplied by the Weight Factor in the table below for each section. This calculation will render the Respondent's Weighted Scores for each section. The Respondent's Weighted Scores for each section will be added together to determine the Respondent's Final Weighted Score.

EVALUATION SUMMARY SCORE SHEET					
Section	**Maximum Possible Raw Score**		**Weight Factor**		**Maximum Possible Weighted Score**
1.6 Evolving Technology	4	X	50	=	200
2.1 Staffing Responsibilities	4	X	100	=	400
3.6 Wireless Data Services	4	X	75	=	300
3.10 State of Florida Coverage	4	X	50	=	200
3.12 Security	4	X	50	=	200
3.16 Highly Available and Highly Reliable Design Characteristics	4	X	25	=	100
3.17 Reports, Updates, and Notification Requirements	4	X	50	=	200
3.19 Customer Support	4	X	50	=	200
3.20 Contractor's MCS Portal	4	X	25	=	100
3.21 Devices	4	X	50	=	200
3.22 Cooperation with Other Contractors	4	X	25	=	100
3.23 Customer Migration	4	X	75	=	300
3.26 Project Management	4	X	25	=	100
Respondent's Experience Reply	4	X	300	=	1,200
Maximum Possible Final Weighted Score:					**3,800**

For additional instructions for replying to the SOW, see SOW subsection 1.1. For selection methodology, scoring, and weighting, see this ITN section 4, Selection Methodology.

4.3.2 Other Department Rights for Evaluation

The Department reserves the right at any time during the Evaluation Process to:

1. Conceal pricing information from evaluators or provide an instruction to evaluators to disregard pricing information in their evaluation of a Responsive Reply.
2. Redact, omit, or provide instruction to evaluators to disregard any portions of a proposed offering which the Department determines are outside of the scope of this procurement.

4.4 Negotiations

4.4.1 Negotiations Process – General Overview

After the evaluation of Replies based on the criteria identified above, the Department will establish a competitive range of Replies reasonably susceptible of award and will select one (1) or more Respondents within the competitive range to commence negotiations.

The Department will establish a negotiation team to conduct the negotiations. The negotiation team will make a recommendation of (an) award(s) to the Respondent(s) that will provide best value based on the selection criteria in the ITN. The negotiation team will not be bound by evaluator scoring but may use the evaluator scoring as a reference tool during the negotiation process.

The Department will require the Respondent(s) to provide the Vendor's Services and Discounts Pricing; Vendor's Services and Discounts Pricing, Public Safety (if proposing public safety services); and Vendors Device List if they were not originally included in the Respondent's Reply.

All pricing submitted may be reduced during negotiations but cannot be raised unless the increase is reflected in the BAFO and is directly related to changes in offered services in the BAFO and as negotiated in accordance with this ITN. During the negotiation process, the Department also reserves the right to negotiate a la carte services, categories, and components of services.

The format and content of any pricing submissions, including but not limited to BAFOs, may be amended during negotiations at the discretion of the negotiation team.

The Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.

The Department may require additional technical detail, diagrams, demonstrations, and documentation. The negotiation team may request proposed alternative terms or deliverables during negotiations, but it is under no obligation to accept proposed alternative terms or deliverables.

The Department reserves the right to negotiate concurrently or sequentially with competing Respondent(s). Negotiations will not be open to the public but will be recorded. Recordings of negotiations and negotiation team strategy meetings will be subject to the provisions of section 286.0113, Florida Statutes.

Negotiation meetings will be conducted in Tallahassee, Florida, if conducted in-person, or using technology-based solutions, if conducted remotely. The Department reserves the right to schedule in-person negotiations at a different location in the State. The Department may distribute an agenda in advance of any negotiation session. Representatives for each Respondent should plan to be available, at least by telephone, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting(s).

Negotiations will continue as determined by the negotiation team, until acceptable terms and conditions are agreed upon through a BAFO, if applicable, or it is determined that an acceptable agreement cannot be reached. The Department reserves the right to conclude negotiations at any time and proceed to Contract award.

4.4.2 Respondent Attendance at Negotiations

The Department reserves the right to limit the number of representatives permitted to attend the negotiation sessions.

4.4.3 Revised Replies and Best and Final Offers

During the negotiation phase, the Department may request clarification and revisions to Replies (including BAFOs) and identify information to be submitted to the Department until it is satisfied

that it has achieved the best value for the State. Failure to provide information requested by the Department during the negotiation phase may result in termination of negotiations with the Respondent.

It is anticipated that the Department will use language in the Request for BAFO expressing contractual requirements within the procurement documents where the language was previously permissive. For example, the word 'should' may be replaced by the word 'must' in the final SOW attached to the Request for BAFO.

4.4.4 Other Department Rights During Negotiations

The Department has sole discretion in deciding whether and when to take any of the following actions and to decide the scope and manner of such actions.

The Department reserves the right at any time during the negotiation process to**:**

a) Schedule additional negotiation sessions with any or all Respondents.
b) Require any or all Respondents to provide additional, revised, or final written Replies addressing specific topics, including, but not limited to, modifications to the solicitation specifications, terms and conditions, or business references.
c) Require any or all Respondents to provide revised Replies and written BAFO(s).
d) Require any or all Respondents to address services, prices, or conditions offered by any other Respondent.
e) Pursue a Contract with one (1) or more Respondents for the services encompassed by this solicitation, including any addendums thereto and any request for additional, revised, or final written Replies or request for BAFOs.
f) Pursue the division of Contracts between Respondents by type of service or geographic area, or both.
g) Finalize Contract terms and conditions with any Respondent at any time.
h) End negotiations with any or all Respondents at any time, regardless of the status of or schedule of negotiations, and to continue with other Respondents, or not continue with any Respondents.
i) Conclude negotiations at any time and proceed to Contract award.
j) Re-open negotiations with any responsive Respondent.
k) Take any additional, administrative steps deemed necessary in determining the final award, including conducting demonstrations, additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
l) Request the assistance of and use subject matter experts for any portion of the procurement or throughout the procurement.
m) Review and rely on relevant information contained in the Replies.
n) Request pricing options different from the initial pricing provided by the Respondent. This information may be used in negotiations.
o) Request business references and materials related to a reference check.
p) Contact Respondent's Customers, if any, or other entities with information relevant to the Respondent's responsibility, experience, and/or ability.

4.4.5 Negotiation Meetings Not Open to Public

In accordance with section 286.0113, Florida Statutes, negotiations between the Department and Respondents are exempt from Chapter 286, Florida Statutes, and s. 24(b), Art. I of the State

Constitution. Also, any portion of a team meeting at which negotiation strategies are discussed are exempt from section 286.011, Florida Statutes.

The Department will record all meetings of the negotiation team and all negotiation meetings between the Department and Respondents, as required by law, and such recordings will eventually become public record pursuant to Chapter 286, Florida Statutes. During negotiations, Respondents must inform the Department if any portion of the meetings should be considered confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, so that the Department can make appropriate arrangements for the segregation of the recording.

4.5 Final Selection and Notice of Intent to Award Contract

4.5.1 Award Selection

Contract(s) will be awarded, if any award is made, to the responsive and responsible vendor(s) whose BAFO is assessed as providing the best value to the State in accordance with the selection criteria of this ITN.

4.5.2 Selection Criteria

The following award selection criteria will apply for this ITN:

a) The Respondent's demonstration of its prior relevant experience, including track record, and the overall professional experience of the Respondent at providing the proposed services;
b) The Respondent's ability and approach to meeting the goals of the ITN, as stated in subsection 1.5, Goals of the ITN, and SOW subsection 1.3, MCS Objectives;
c) The Respondent's ability and approach to providing the services and associated devices sought in the SOW;
d) The Respondent's pricing.

4.5.3 Department's Negotiation Team Recommendation

The Department's negotiation team will make a recommendation as to the Contract award(s) that will provide the best value to the State based on the selection criteria.

SECTION 5. AWARD

5.1 Rights for Award

The Department reserves the right to:

- Award a contract to one (1) or more Respondents for the services encompassed by this solicitation.
- Award a contract to one (1) or more Respondents, or no Respondents at all, for all or part of the work contemplated by this solicitation.
- Select one (1) or more Respondents by type of service, geographic area, and/or both.
- Award contracts for less than the entire geographic area.
- Award and contract with other Responsive Respondents in the event that the Department is unable to contract with the initially awarded Respondent(s).
- Reject all Replies and determine whether to reissue a competitive solicitation.
- Withdraw or cancel the solicitation and make no award.

5.2 Agency Decision

The Department will post a Notice of Intent to Award to enter into one (1) or more contracts with the Respondent(s) identified therein, on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

If the Department decides to reject all Replies, it will post its notice on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

5.3 Other Reserved Rights

- The Department has the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply will not affect this right.
- The Department reserves the right, after posting a Notice of Intent to Award, to withdraw or cancel the procurement, or amend its Notice of Intent to Award and re-open negotiations with any Respondent at any time prior to execution of a Contract.

5.4 No Contract until Execution

A Notice of Intent to Award under this ITN shall not constitute or form any contract between the Department and a Respondent. No contract shall be formed until such time as a Respondent and the Department formally execute a contract with requisite written signatures.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FORM 1 – CONTACT INFORMATION

	For solicitation purposes, the Respondent's contact person will be:	Should the Respondent be awarded the Contract, the Account Manager's contact information will be:
Name		
Title		
Company Name		
Address		
Telephone		
Fax		
E-mail		
FEID #		

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 2 - NOTICE OF CONFLICT OF INTEREST

Company Name _____

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, Florida Statutes, the company states the following conflict(s) of interest exists as noted below (if none, write N/A in the applicable section(s) below):

The persons listed below are corporate officers, directors, or agents and are currently employees of the State of Florida or one of its agencies:

_____ _____

_____ _____

_____ _____

The persons listed below are current State of Florida employees who own an interest of five percent (5%) or more in the company named above:

_____ _____

_____ _____

_____ _____

_____ _____

Name of Respondent's Organization Signature of Authorized Representative and Date

_____

Print Name

FORM 3 - NON-COLLUSION STATEMENT

I state that I _____ of _____,
(Name and Title) (Name of Respondent)

am authorized to make this statement on behalf of my firm and its owner, directors, and officers. I am the person responsible in my firm for the price(s) and amount(s) submitted in response to this ITN and the preparation of the Reply. I state that:

1. The price(s) and amount(s) submitted in response to this ITN, either in the initial Reply or during negotiations, will be arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent.

2. Neither the price(s) nor the amount(s) submitted in response to this ITN, and neither the approximate price(s) nor approximate amount(s) submitted in response to this ITN, either in the initial Reply or during negotiations, have been or will be disclosed to any other firm, vendor, Respondent, or potential Respondent, and they will not be disclosed before Reply opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Reply to this ITN, or to submit prices higher than the prices submitted in this Reply, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Reply.

4. The Reply of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.

5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Respondent)

   are not currently under investigation by any governmental agency and have not in the last ten (10) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to a bid on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the State of Florida for which this Reply is submitted. I understand, and my firm understands, that any misstatement in this statement is, and will be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of Replies for this contract.

Dated this _____ day of _____

Name of Respondent: _____

Signed by: _____

Print Name _____

FORM 4 - STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT

I, as an authorized representative of the Respondent, certify that nothing in section 287.057(17)(c), Florida Statutes (see below), prohibits the Respondent's entry into any Contract resulting from this solicitation.

Section 287.057(17)(c), Florida Statutes: A person who receives a contract that has not been procured pursuant to subsections (1)-(3) [of s. 287.057, F.S.] to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a Respondent who responds to a request for information from being eligible to contract with an agency.

Name of Respondent's Organization	Signature of Authorized Representative and Date
	Print Name

FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS

The Respondent certifies that it is in compliance with Subsection 3.1, General Instructions to Vendors (PUR 1001 Form).
The Respondent certifies that neither it, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in sections 287.133 and 287.134, Florida Statutes, respectively.
The Respondent certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.
The Respondent certifies that it is currently authorized to do business with the State, or will obtain authorization through the Department of State, Division of Corporations, should the Respondent be awarded the Contract, prior to Contract execution. Website: www.sunbiz.org
The Respondent must be, at the time of Reply submittal, a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation's non-rural population. A Respondent which has been determined by the Federal Communications Commission (FCC) to be a "nationwide service provider" in the Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement. A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements. The report is located here: https://docs.fcc.gov/public/attachvments/FCC-18-181A1.pdf

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf and certifies conformance with all Mandatory Responsiveness Requirements listed above.

_____
Name of Respondent's Organization

_____
Printed Name of Organization's Authorized Representative

_____ _____
Signature of Organization's Authorized Representative Date

FORM 6 - BUSINESS EXPERIENCE

Provide the information requested below. Print and complete this form as many times as needed to demonstrate experience in providing the same or similar services sought in this procurement.

The experience cannot be from:

a. Current employees of DMS.
b. Former employees of DMS within the past three (3) years.
c. Persons currently or formerly employed by the Respondent's organization.
d. Board members of the Respondent's organization.
e. Relatives.
f. Corporations based solely in a foreign country.
g. Any person involved in the drafting of this ITN or the procurement process.

The same entity may not be listed more than once.

In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time should be provided in the space provided for "Brief Summary of Services."

The Department reserves the right to contact entities stated below, and also other than those identified by the Respondent, to obtain additional information regarding past performance. The Department may also solely rely on the information stated below without contacting the entities state below.

Information	**Experience #1**
Company Name	
Company Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief summary of services	

Information	**Experience #2**
Company Name	
Company Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	

Contract Period (contract start date to contract end date)	
Brief summary of services	

Information	**Experience #3**
Company Name	
Company Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief summary of services	

Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

ATTACHMENT A – STATEMENT OF WORK

FOR

MOBILE COMMUNICATION SERVICES

ITN NO: DMS-19/20-006

INVITATION TO NEGOTIATE

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

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1. Statement of Work Introduction

This Attachment A – Statement of Work (SOW) describes cellular voice and data services, secure access to MyFloridaNet (cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories, and features, collectively referred to herein as Mobile Communication Services (MCS).

All requirements contained in this SOW are Contract requirements. Deliverables and associated financial consequences (hereinafter referred to as "Service Level Agreements" or "SLAs") are specified on Attachment C – Service Level Agreements.

The intent of this procurement is to establish one (1) or more multi-year Contract(s) that meet the goals of the ITN, as stated in Section 1.5, Goals of the ITN, of that document. Any contracted services will be available for use by State agencies and political subdivisions of the State, municipalities, and nonprofit corporations in accordance with Chapter 282, Florida Statutes (F.S.).

This SOW contains operational and administrative objectives for MCS that will form the requirements for implementation and on-going support under any Contract resulting from this ITN.

This SOW is intended to reflect the requested service components DMS is seeking the Respondent to offer for MCS. This SOW includes references to service components that "must," "shall," or "will" be delivered; however, these SOW references to "must," "shall," "will," and "minimum requirements" will not affect DMS's determination of a Respondent's responsiveness. DMS intends for these SOW references to become mandatory at the time of Contract execution (as reflected in DMS's Request for Best and Final Offer (BAFO)). However, these SOW references may be subject to negotiation during the procurement and will be resolved through the terms of DMS's Request for BAFO. The terms "will" and "shall" are used interchangeably.

The Request for BAFO may also provide for requirements in place of what may previously have been requests. For example, the word 'should' in this SOW may be replaced by the word 'must' in the final SOW attached to the Request for BAFO.

While the Department reserves the right to negotiate any term or condition during the negotiation process, the Contractor agrees that its Reply is based on the assumption that the terms and conditions of this SOW, as well as the Draft Contract (Attachment B to the ITN), apply as currently written.

If more than one (1) Contract is awarded, then the use of the terms "Contract," "Contractor," "Reply," and "Respondent," include the plural when applicable.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.1 Instructions for Response Blocks

The SOW contains response blocks where Respondents are to provide information. Respondents may attach additional narrative with a reference to the corresponding SOW response block subsection. Respondents should base responses on the information provided in the applicable subsections and response blocks regarding operational and administrative processes and other aspects of the proposed services.

Responses to the SOW will be scored and will not be used to determine responsiveness. Respondents should provide responses to all response blocks seeking a response in the SOW.

If the Respondent inserts "N/A" or leaves a response block blank, they will receive zero points for that subsection. Replies are to be submitted in accordance with the ITN. See Subsections 3.7, 4, of the ITN for additional instructions on submitting a Reply.

The response blocks may contain approximate word counts in brackets, e.g., [Enter the response here – XXX words]. The word counts are provided as guidance to the length of the expected response; the word counts are neither minimum nor maximum limits.

By submitting a Reply to this ITN, the Respondent affirms that it has read, understood, and will comply with all of the statements, terms, and conditions contained in this SOW.

Do not provide pricing information in any SOW response block. Respondent is to submit pricing information separate from the response to this SOW, in accordance with instructions in the ITN.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.2 Mobile Communication Services Portfolio

Mobile Communication Services are described below as well as in the public safety services in Section 4.

1.1.1 Wireless Voice Services (WVS), includes plans and cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices (cellular voice) and to traditional phones on the Public Switched Telephone Network (PSTN). This set of services also provides broadband access for email, internet browsing, texting, and numerous applications.

1.1.2. Wireless Data Services (WDS), includes a similar set of broadband services and devices as WVS but does not provide cellular voice and does not include PSTN voice connectivity. This set of services can provide secure data access into MyFloridaNet (for additional information, see Section 1.4, MyFloridaNet, below).

Both sets of services include broadband data service plans governing the Customer's monthly allotment for broadband access.

1.1.3 Web portals for both WVS and WDS. Customers utilize the DMS Communications Service and Billing system (CSAB) to review all MCS offerings, which are found on the End User Price List (EUPL). Orders are either placed directly via MyFloridaMarketPlace (MFMP), CSAB, or direct with the Contractor. For additional information regarding the EUPL, see Section 5, Business Operations.

1.1.4. Accessories include, but are not limited to, antennas, phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.

1.1.5. Equipment includes, but is not limited to, smartphones, basic phones, air cards, hot spots, tablets, and public safety wearables (within the optional subsection on Public Safety Service Plans and Devices).

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.3 MCS Objectives

In accordance with the Department's objectives for MCS, the Contractor shall provide:

1. Services and devices that keep pace with rapidly evolving technologies and related service plans.
2. A range of rate plans with a wide variety of up-to-date features.
3. Customer support services, including the Contractor's MCS portal and superior staffing, with the best possible customer service.
4. Clearly articulated adoption of standards and designs in this SOW.
5. Complete and timely reporting on services to the Department and Customers.
6. Service strength with as much 4G/4G LTE or better service coverage as possible.
7. Highly-Available, Highly-Reliable (HA/HR) infrastructures.
8. Support for devices and software systems from different manufacturers.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.4 MyFloridaNet

MyFloridaNet (MFN) is the State's Multiprotocol Label Switching data network. MFN allows State agencies and other authorized users to communicate with each other. Information about MFN is available at:
https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/data_services/myfloridanet_2

No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

1.5 End User Price Lists and Vendor's Device List

This subsection applies to both WVS and WDS.

1.5.1 Creation of Initial EUPL and Vendor's Device List

Pricing information in the Contractor's BAFO will be used by the Contractor to create the EUPL and Vendor's Device List after Contract execution. The format of the EUPL and Vendor's Device List must be approved by the Department. The Contractor must have one (1) EUPL and one (1) Vendor's Device List that incorporate all offerings. The Department's current MCS EUPLs are available on the DMS website here:

https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services

1.5.2 Update Process to EUPL

Given the fast pace of technological progress, DMS anticipates that plans and devices will improve and undergo alterations, within the scope of the Contract, over the term of the Contract. Changes in service plans, features, devices, or technology offered by the Contractor in the same, alternative, or equivalent form and within the scope of the Contract are permissible updates. Updates may be prompted by the Contractor, DMS, or Customers. Some updates may be accomplished via the change request process described in Section 5.2, Change Request, of the Contract; however, at DMS's sole discretion, updates may require a Contract amendment.

Contractor-Requested Updates. The Contractor may request updates to its EUPL and Vendor's Device List throughout the Contract term. Such requests must be emailed to the DMS Contract Manager for review and approval. DMS has absolute discretion to approve or deny Contractor-requested updates.

The Contractor shall not offer Customers changes in plans, features, devices, or technology prior to obtaining DMS's written approval. The Contractor shall not offer any updated prices or rate structures until changes have been approved by DMS and DMS has published an updated EUPL.

When requested by DMS, the Contractor shall provide documentation on the requested update, including, but not limited to, market research and service and device specifications. DMS may review the information from the Contractor and any other source.

DMS will not approve an update request until and unless the criteria below is met to its satisfaction. However, DMS reserves the right to deny an update request even if all of the criteria are met. The Contractor shall:

1. Substantially demonstrate the pricing is competitive to market rates, specifically that it is equal to or less than rates for similar offerings in the State of Texas, State of California, and State of New York;
2. Fully demonstrate the pricing is related to and is in line with currently offered pricing for similar services and equipment within the EUPL and/or the Vendor's Device List; and
3. Fully demonstrate the proposed pricing is in accordance with Contract Section 3.2.2, Preferred Pricing.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.6 Evolving Technology

This section is applicable to all services and equipment, including devices.

The Contractor shall ensure delivery of services and devices that keep pace with rapidly evolving technologies and related service plans. The Vendor's Device List and EUPL must be kept up-to-date, in accordance with the process detailed within SOW Subsection 1.5, End User Price Lists and Vendor's Device List, offering the latest generation of devices and related service plans.

The Contractor's IP infrastructure must provide evolving technologies and offer Customers the latest generation of telecommunications infrastructure and devices.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
    a. How Respondent will ensure delivery of services and devices that keep pace with rapidly evolving technology and related service plans.

b. Describe the Respondent's commitment and plan to offer the latest generation of installed infrastructure supporting MCS (the Respondent's IP infrastructure).

[Enter response here – 1,500 words]

2. Contractor Staffing

This section is applicable to all services.

The terms “Contractor staff” and “staff” include all staff employed by the Contractor providing services under the Contract and by its subcontractors providing services under the Contract.

The Contractor shall provide sufficient, qualified staff to oversee and carry out the services of this Contract. The Contractor shall designate individuals in its organization to be contacts for DMS and its Customers in accordance with the following subsections.

2.1 Staffing Responsibilities

1. The Contractor staffing responsibilities include conducting all components of the Contract in a timely, efficient, productive, consistent, courteous, and professional manner.
2. The Contractor shall provide a sufficient number of Contractor staff to handle the workload projected for the start of the Contract and shall be scalable and flexible so staffing can be adapted as needed.
3. The Contractor shall devote the staffing time and resources necessary to successfully manage the Contract and provide the ongoing services, including having sufficient staff available for telephonic, email, and on-site consultations.
4. The Contractor shall provide each of its staff members orientation and training on all components of the Contract prior to allowing the staff member to work on any component of the Contract. The Contractor shall provide the DMS Contract Manager with documentation of this training upon request.
5. Key Staff.
    a. The Contractor shall initially fill all key staff positions and keep the key staff positions filled throughout the term of the Contract. Key staff positions will be filled within thirty (30) days from Contract execution. **Attachment C, SLA-A1(a).**
    b. The Contractor will only fill key staff positions with persons that fulfill the minimum job qualifications in accordance with this Section 2, Contractor Staffing.
    c. DMS reserves the right to review and approve candidates being considered by the Contractor for a key staff position described in this Contract.

d. DMS reserves the right to require the replacement of any staff who serve in a key staff position or as part of the Customer Support Team, and the Contractor shall remove such staff no later than ninety (90) calendar days' from the date of DMS's notice to the Contractor.

e. Waiver. The Contractor may request a waiver of SLA-A1(b) from the DMS Contract Manager if it believes it has good cause to not fill a key staff position within the required timeframe. DMS will review any such requests on a case-by-case basis and respond within a reasonable timeframe. Determination of all waiver requests are at the sole discretion of DMS. SLA-A1(b) will be on hold while the Department is reviewing a request for waiver.

f. Vacancy.

i. It is understood and agreed that from time to time a vacancy may occur in key staff positions. For purposes of this Contract, a vacancy occurs when: the position is not initially filled; the position is not filled due to a resignation, retirement, termination, or reassignment; or the position is filled with a person who does not possess the minimum qualifications required to perform the job duties. A vacancy does not occur when: an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition, such as training. In the case of a vacancy, the Contractor may arrange for the job duties to be provided by another employee who meets the minimum job qualifications until this position is filled. However, a temporary assignment will not suspend any Contractor Staffing SLAs. Key staff positions will be filled within ninety (90) days of vacancy or within the timeframe established by the Department after a waiver of the ninety (90) day requirement. **Attachment C, SLA-A1(b).**

ii. The Contractor shall notify DMS of all vacancies of key staff positions within fourteen (14) days of the vacancy. **Attachment C, SLA-A1(c).**

6. Staffing Organization Chart. The Contractor shall develop a Staffing Organizational Chart to be implemented throughout the Contract term. **Attachment C, SLA-A2.** The chart will include all staff resources assigned to all components of the Contract to be approved by DMS. The final Staffing Organizational Chart must contain names, titles, and number of staff (full-time and part-time) proposed to support the Contract. The Contractor's final Staffing Organizational Chart shall include a justification for the number of staff and the percentage of time each staff person will devote to the Contract.

7. Staffing Deficiencies. The Contractor is required to provide sufficient, competent, and capable staff to provide complete and timely services as required by the Contract. In the event DMS determines the Contractor has a staff deficiency, it will notify the Contractor in writing. A staff deficiency will include, at the Department's discretion, insufficient number of staff, or insufficient level of competency in staff, to provide complete and timely services under this Contract. A staffing deficiency will also include the retention of staff thirty (30) days past a Department Contract Manager's requirement to remove that staff member. The Contractor must remedy the identified staffing deficiencies by adding or replacing staff as required by the Department.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
    a. How Respondent will ensure the dedication of its proposed key staff positions, including the proposed percent of time dedicated to DMS;
    b. How Respondent will be prepared at all times to recruit credentialed, appropriately licensed, and highly qualified staff and the recruitment process for staff that will be assigned to the Contract;
    c. Respondent's orientation and training for Respondent's staff assigned to the Contract;
    d. How Respondent will ensure it employs all required positions and that there are sufficient staff to complete all requirements initially and throughout the duration of the Contract.

[Enter response here – 1,500 words]

2.2 Key Staff Position - Account Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Account Manager as the primary contact for DMS, unless DMS determines an exclusive Account Manager is in DMS's best interest at any point during the Contract term, including renewals. This is a required key staff position.

The Contractor is required to provide a full-time Account Manager for all services under the Contract. The Account Manager will be the senior manager and primary contact with responsibility for all day-to-day MCS issues, including, but not limited to, coordination and resolution of all MCS activities. The Account Manager will be a senior staff member able to carry DMS concerns to the Contractor's management personnel. The Account Manager or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year.

The Account Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Account Manager shall possess the following minimum qualifications:

1. A minimum three (3) years' experience working with government clients in a government account management or sales role.
2. A knowledge of government business practices, including State practices and practices of Customers.
3. At least three (3) years' work experience in the telecommunications industry.

4. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

If the Contractor is providing Public Safety Services, the Account Manager must have experience in the Public Safety proposed services.

2.3 Key Staff Position - Project Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Project Manager, unless DMS determines an exclusive Project Manager is in DMS's best interest. This is a required key staff position.

The Project Manager shall oversee and take on the responsibility for the success of all projects. This individual will be the point of contact to coordinate all implementation and migration with DMS. This individual will manage and direct the planning of the Contractor's staff and resources.

The Project Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Project Manager shall possess the following minimum qualifications:

1. The ability to be responsible for every aspect of all projects related to this Contract.
2. The ability to lead and direct teams to deliver projects within the constraints of schedule, budget, and resources.
3. Demonstrated knowledge and experience to appropriately apply a project management methodology to projects.
4. Experience using Microsoft Project and the ability to keep all projects updated frequently and accurately.
5. A current Project Management Professional certification from the Project Management Institute, Scrum Master Certification from Scrum Alliance, CompTIA Project+ certification from CompTIA, a Lean Six Sigma certification, or other equivalent project management certification approved in writing by DMS.

2.4 Key Staff Position - Business Operations Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Business Operations Manager, unless DMS determines an exclusive Business Operations Manager is in DMS's best interest. This is a required key staff position.

The Business Operations Manager shall oversee business operations, including billing, ordering, and related business operational procedures. The Business Operations Manager, acting as the DMS advocate, will be a Contractor senior staff member able to carry DMS concerns to the Contractor's management personnel. As the advocate, the individual must have the authority to direct the Contractor's staff to effect business operational procedures and related outcomes.

The Business Operations Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Business Operations Manager shall possess the following minimum qualifications:

1. A minimum of three (3) years' experience working with government clients.
2. Knowledge of government business practices, including State practices and practices of Customers.
3. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

2.5 Key Staff Position - Engineering and Design Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Engineering and Design Manager, unless DMS determines an exclusive Engineering and Design Manager is in DMS's best interest. This is a required key staff position.

The Engineering and Design Manager shall function as the point of contact for all engineering and design issues. The individual will be responsible for directing all aspects of engineering and design concerns for the services. The individual must have the authority to direct the Contractor's staff. The individual or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year to manage and oversee restoration of services and to respond to State requests.

The Engineering and Design Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Engineering and Design Manager shall possess the following minimum qualifications:

1. A minimum of three (3) years' experience leading an engineering team responsible for services similar in size and scope to services available under MCS.
2. A Bachelor of Science degree or higher in an engineering discipline. Equivalent foreign degrees are also acceptable.
3. Five (5) years or more of engineering work experience.

2.6 Key Staff Position - Operations and Security Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Operations and Security Manager, unless the Department determines an exclusive Operations and Security Manager is in DMS's best interest. This is a required key staff position.

The Operations and Security Manager shall serve as the engineer capable of communicating with other engineers as needed to resolve day-to-day issues. The individual will communicate with DMS and engineers from other Contractors providing telecommunications to the State and, if applicable, subcontractors. The individual will function as the point of contact for the day-to-day networking, service, and security issues, typically those involving real-time concerns. The

individual must have the authority to direct the Contractor's staff. The Operations and Security Manager, or a designated backup(s), must be available twenty-four (24) hours a day, 365 days of the year as required to manage operational and security concerns and respond to State requests.

The Operations and Security Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Operations and Security Manager shall possess the following minimum qualifications:

1. A Bachelor of Science degree or higher in a computer science, information technology, engineering, or similar discipline. Equivalent foreign degrees are also acceptable. Equivalent work experience of five (5) years is acceptable.
2. Experience with business continuity and disaster recovery, including experience in development of disaster recovery plans.
3. Experience with information security architecture and security tools.
4. Knowledge of telecommunications industry best practices for service performance and security and applicable laws and regulations as they relate to security.
5. Knowledge of current technologies and processes used to establish and maintain networks with respect to security of MCS.

The Operations and Security Manager should possess the following minimum qualifications:

1. It is preferred, but not required, that the Operations and Security Manager be a Certified Information Security Manager, a Certified Information Systems Security Professional, or hold another current industry-recognized security certification.

2.7 Customer Support Team

The Contractor shall provide a Customer Support Team for this Contract. This team is not required to be full-time staff (part-time staff is acceptable) or exclusively dedicated to this Contract. However, the appropriate amount of staff at any given time (for example evening, weekend and holiday staffing may be less than weekday business hours) from the Customer Support team must be available twenty-four (24) hours a day, 365 days of the year. The Customer Support Team shall provide:

1. Timely Customer training in reaction to changes in services and features offered.
2. Timely resolution of service requests.
3. Full staffing for projects to implement new technologies, related services, and equipment features that are supported by the industry.
4. Timely closure for operational changes.
5. All applicable deliverables by the due dates as provided in the SLAs.

The Customer Support Team shall include at least one (1) named individual to act as the CSAB Administrator, with responsibilities described in Subsection 5.7, User Access Privileges for the Contractor.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3. Services and Devices for Mobile Communication Services

3.1 Wireless Voice Services

This subsection is applicable only to WVS.

The Contractor must provide WVS using digital technology as the primary communication mode. WVS will include cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices and to traditional phones on the PSTN. WVS will also include broadband access for email, internet browsing, texting, and numerous applications, such as those providing real-time traffic information.

International calling must be disabled by default, but Customers will be permitted to place an order to enable international calling. The Contractor shall provide Customers with the option of having texting disabled. The Contractor will coordinate directly with the Customer regarding texting capabilities.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.2 Wireless Data Service

This subsection is applicable to only Wireless Data Service.

The Contractor must provide WDS. The Contractor will provide non-proprietary wireless broadband data communications. For State agencies, security policy requires the Contractor's broadband data access to terminate on MFN by default. There may be instances where the Department's policy will permit broadband data access to terminate directly on the internet.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.3 Wireless Data Service - IP Addresses

This subsection is applicable to only Wireless Data Services.

The following are minimum requirements:

1. DMS will provide the Contractor work orders containing IP addresses to be associated with wireless devices. The Contractor must configure MCS devices with IP address as part of the activation and setup for the device. The Contractor must configure both 1) public IP addresses owned by the State and Other Eligible Users and 2) private IP addresses furnished by DMS and Other Eligible Users. Since not all private IP address space is available for use on MFN, a mutually agreed upon private IP address allocation block assignment (or other agreed upon method) will be finalized within the negotiation process.
2. The Contractor is required to provide publicly routable IP addresses as needed to support all Customers.
3. The Contractor will associate a particular wireless device with its closed user group (if any). The Contractor will assign an IP address to each wireless device and update the work order in CSAB with the specific IP address assigned before the Contractor closes the work order. A record of each closed user group and the associated wireless devices (including the electronic identifier and IP addresses) is maintained in CSAB.
4. The IP address assigned to a particular wireless device must be permanently assigned unless and until a work order provides that the Contractor change the address. Static IP addressing is acceptable as long as the address is coded (hard or electronically) within the device permanently. A unique IP address dynamically assigned to the device is acceptable as long as the address remains permanently assigned to that particular device. The dynamic IP address assignment mechanism must permanently assign the same address to the same device from an IP address pool assigned to a particular closed user group.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.4 Wireless Data Service – Access Circuit

This subsection is applicable only to Wireless Data Services.

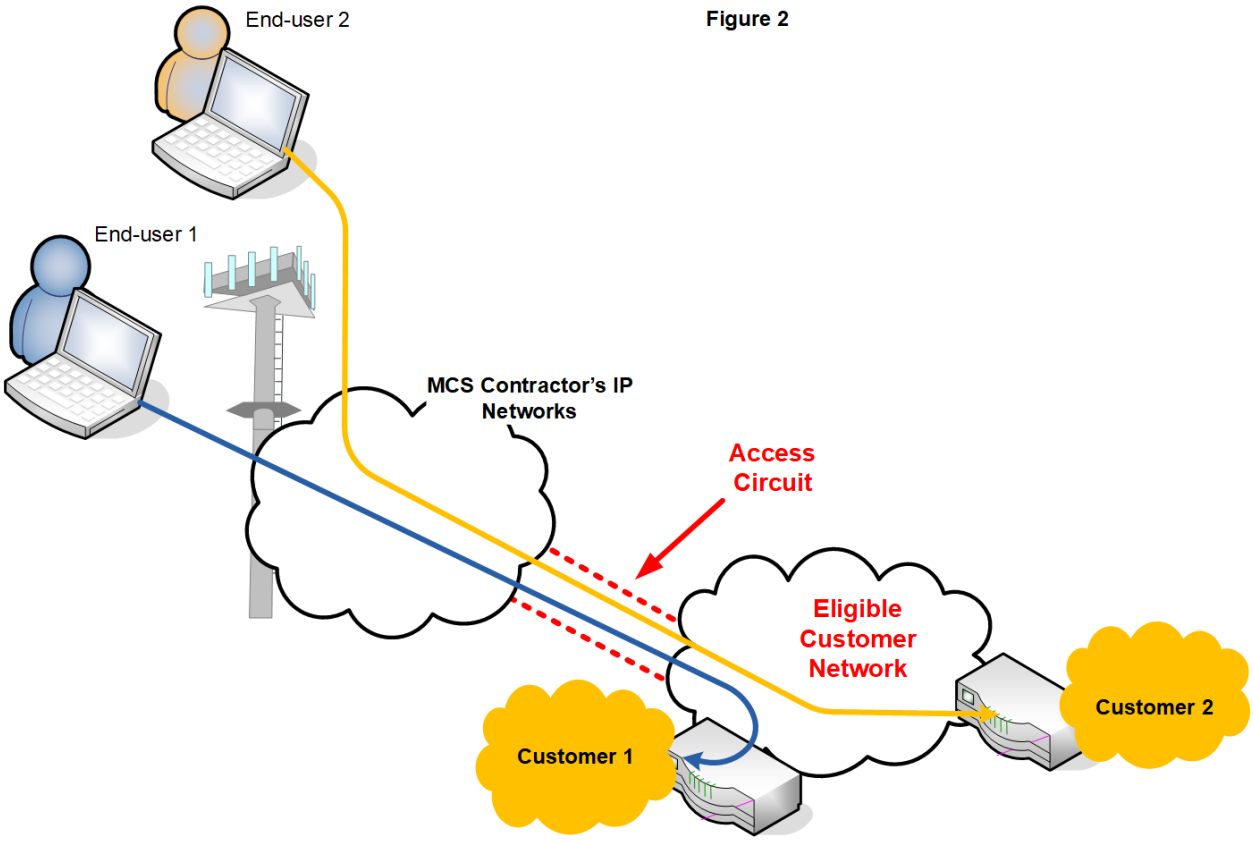
Where Customers have non-MFN networks (for example, non-State Agency Other Eligible Users), Contractors may utilize the Contract to provide their End-users with wireless connectivity into that Customer's network.

This design requires an access circuit between the Contractor's IP networks and an Other Eligible User's (OEU's) network. These access circuits are not offered by DMS as a SUNCOM service. DMS is not involved in ordering, billing, provisioning, payment, network support, or other aspects of these circuits. OEUs utilize their organization's procurement procedures to purchase their access circuit. All aspects of this wireless connectivity access are the responsibility of the OEU's organization and the Contractor, not DMS.

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Access Circuit

Figure 2



No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

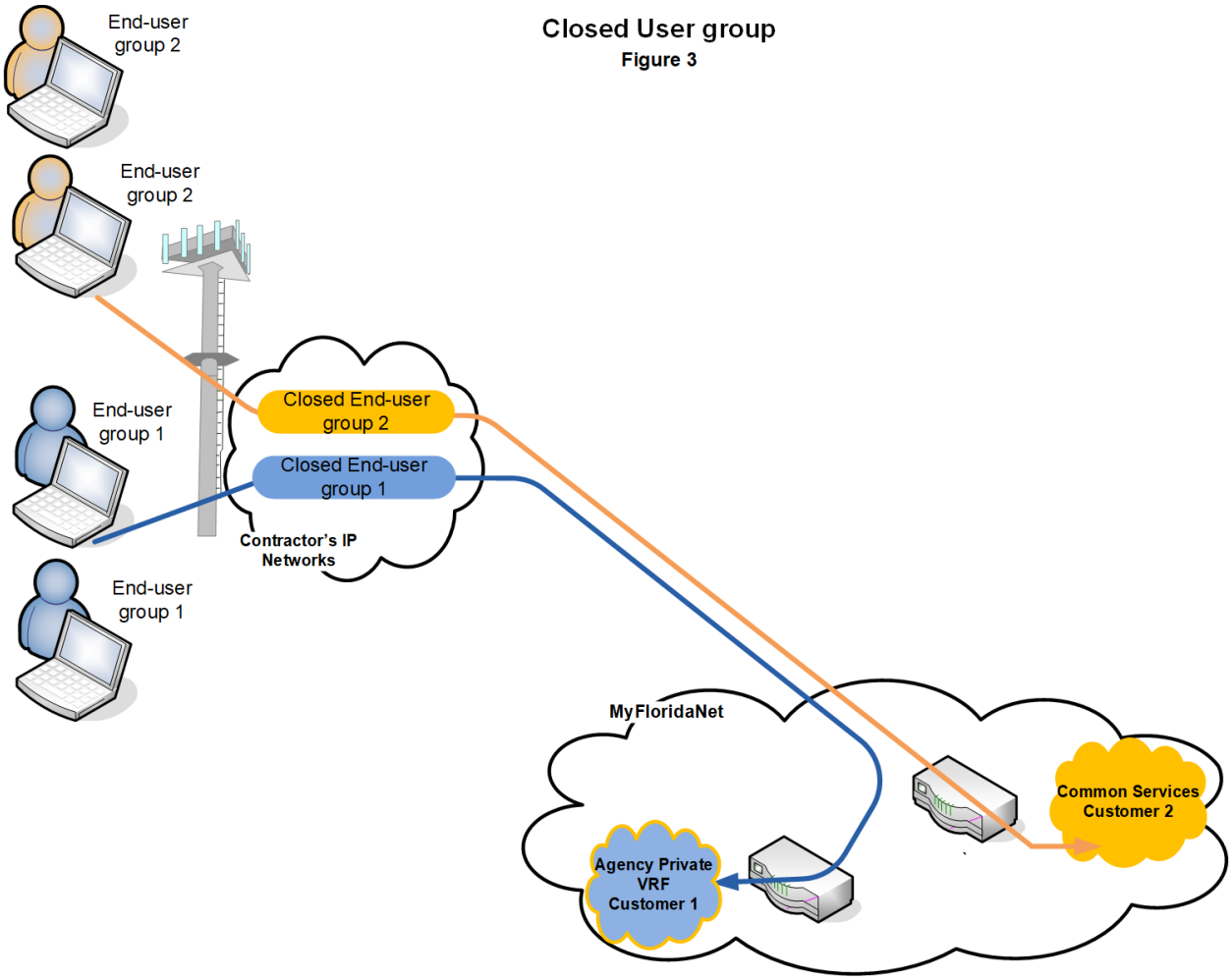
3.5 Wireless Data Service - Closed User Groups

This subsection is applicable to only Wireless Data Services.

The Contractor must develop, implement, and maintain a closed user group isolation method for WDS. The design must result in the segregation of all IP traffic into individual closed user groups. DMS may consider a virtual circuit, Virtual Local Area Network, or Virtual Routing and Forwarding (VRF) to be an acceptable closed user group design configuration method. Other Contractor-provided isolation methods are acceptable as long as the isolation method provides equivalent isolation design outcomes, as determined by DMS. The Contractor-created and maintained isolation method is required to be in continuous operation providing separation of wireless data traffic into distinct closed user groups.

At all points between the wireless data device and MFN, Customer traffic must be isolated from all other traffic within the Contractor's IP networks. There must be no alternate paths into or out of the isolated environment and no means for other entities or devices to access the isolated environment.

The Contractor will place each device in the closed user group as defined by the CSAB work order. Customers will have the ability to have multiple closed user groups configured within the Contractor's IP networks. No IP communications will be permitted between closed user groups within the Contractor's IP networks.



Closed User group
Figure 3

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

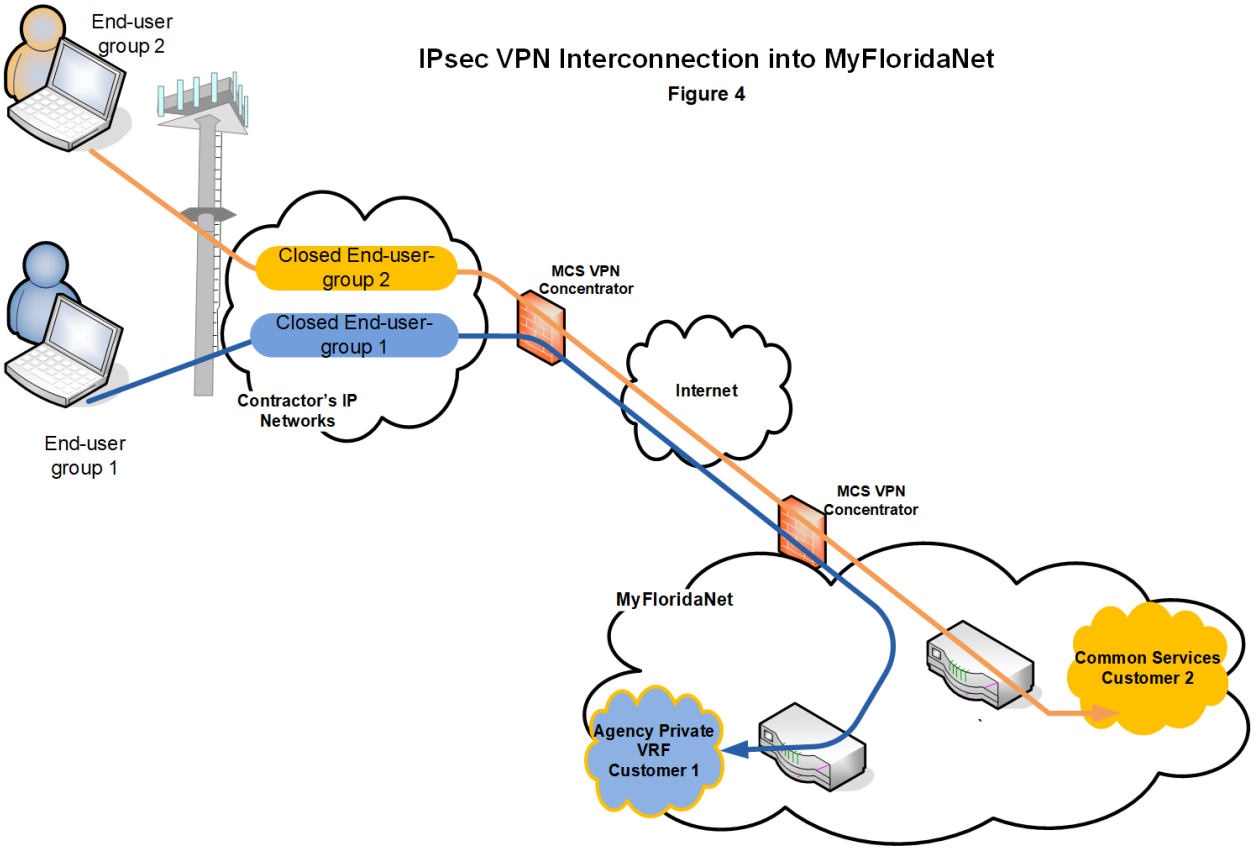
3.6 Wireless Data Service – Network-to-Network Interface Design

This subsection is applicable only to Wireless Data Services.

The Contractor must work with DMS and the MFN contractor to establish a network-to-network interface as shown in Figure 4 to route wireless data traffic across the internet to MFN. For redundancy, the interface design must use IPsec tunnels which connect to two (2) geographically separate gateways approved by DMS.

In each network-to-network interface location the Contractor must provide equipment and a corresponding design that will function as an IPsec Virtual Private Network (VPN) concentrator. Each interface will be configured with internet connectivity for the concentrators. The interface

design must utilize a primary and secondary interconnection scheme preventing any downtime or performance impact to the connectivity with MFN or downtime for the service. Each interface will function equivalently, including the available internet bandwidth capacity, operational software images, and overall configuration. The interface locations must always automatically failover.



IPsec VPN Interconnection into MyFloridaNet

Figure 4

The interface design must support VPN connectivity through the use of IPsec tunnels between the Contractor's IP networks and MFN. The Contractor configures IPsec tunnels to create closed user groups for traffic between the Contractor's IP networks and MFN. The Contractor routes closed user group traffic originating in the Contractor's IP networks to MFN via the internet, in coordination with DMS and the MFN contractor. Using a design selected by the Contractor and approved by DMS, wireless data devices must be provisioned to continuously operate within closed user groups.

The interconnectivity design, agreed on by the Contractor and DMS, must provide redundancy with automatic failover between MFN's two (2) VPN interconnection locations. The Contractor's interconnectivity design must be configured for the Contractor to monitor network connectivity between the Contractor's IP networks and MFN. In the event of a connectivity issue between the Contractor's network and MFN, the interconnection design must automatically failover and start

routing traffic within the failover metric. **Attachment C, SLA-B1.** Successful failover means the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover. Performance is measured by the Contractor's suite of Simple Network Management Protocol (SNMP) tools. After the failure has cleared the Contractor's interconnectivity design will, over time, automatically reestablish the tunnels to the MFN primary concentrator. The Contractor is not responsible for connectivity loss if the MFN VPN concentrators fail simultaneously.

DMS will provide the Contractor with the configuration parameters for each closed user group's IPsec tunnel. The Contractor must adhere to the configuration parameters while provisioning the concentrators. The Contractor must configure a unique IPsec tunnel for each closed user group's IP traffic as specified by DMS. The closed user group naming convention (or network identifier) will be mutually agreed upon by DMS and the Contractor. Each closed user group's network identifier must correlate to a unique IPsec tunnel.

DMS will provide the Contractor with the MFN tunnel termination IP addresses, IPsec pre-shared authentication keys, and tunnel configuration parameters for each tunnel. All information regarding IP addresses, IPsec authentication keys, and tunnel configuration parameters must be treated as secure State data. At no time will the Contractor transmit this information in clear text.

The Contractor must configure each unique IPsec tunnel to terminate on the primary MFN IPsec concentrator and also configure the tunnel to failover to the MFN secondary IPsec concentrator. DMS will provide the Contractor with two (2) unique publicly routable IP addresses for each closed user group's IPsec tunnel (primary and secondary). The Contractor will use one (1) of the two (2) addresses to terminate the tunnel at the MFN primary concentrator location, and the other address will be used to terminate the failover tunnel at the MFN secondary concentrator location. The Contractor must provide and use at least two (2) publicly routable IP addresses for its IPsec interconnection design; one (1) IP address for the primary tunnel termination and one (1) to terminate the secondary tunnel.

The Contractor will ensure that each wireless data device that traverses the IPsec interconnection will have a unique IP address permanently configured within the wireless modem or device (smartphone, handheld computer, laptop, etc.). Using the IP address provided by the Contractor, the Contractor must statically or dynamically assign each device within a unique closed user group a permanent IP address. The Contractor must configure each unique closed user group within its IP networks using the applicable IP addresses. At the MFN ingress point, each closed user group must be logically mapped into the appropriate MFN VRF. Adds, moves, or changes within a closed user group's configuration require a work order.

The Contractor must upgrade the network-to-network interface when the encrypted throughput, processor utilization, or port speed reach seventy-five percent (75%) of capacity. Internet bandwidth must be upgraded by the Contractor if bandwidth utilization reaches seventy-five percent (75%) of capacity. All network-to-network interface upgrades must improve capacity by

at least twenty percent (20%). **Attachment C, SLA-B2.** All upgrades are at no cost to the Department or Customers.

The Contractor will give DMS, and the MFN network monitoring tools, read-only SNMP access to monitor performance of the network, including network-to-network interface components. The Contractor must establish monitoring of SNMP performance metrics, which are measured over each five-minute sample.

The primary and secondary VPN concentrators must support the following IPsec parameters:

IPsec Parameters	
IKA (SA)	Main Mode
Encryption Strength	3DES
Authentication	Pre-Shared Key
Diffie-Hellmans (D-H) Groups	2 or 5 (group-5 preferred)
Perfect Forward Secrecy	Pfs
Data Integrity Hash Algorithm	SHA
IPsec (SA)	Quick Mode
Security Association (SA) Lifetime	86,400 seconds (maximum)
Authentication Type	HMAC-SHA
Security Association (SA) Lifetime	28,800 seconds (maximum)
Simultaneous Active Tunnels	1,000 (minimum)

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the Respondent's commitment to the appropriate industry standards.
3. Describe the design.

4. Describe the portion of the design used to trigger the automatic failover.
5. Describe the failover and failback processes.
6. Describe how you will maintain the security of your MFN interconnection.

[Enter the response here as needed to provide a complete response]

3.7 Wireless Data Service –Traffic Mapping into MyFloridaNet

This subsection is applicable to only Wireless Data Services.

The Contractor shall coordinate and communicate with the MFN contractor and other MCS Contractors.

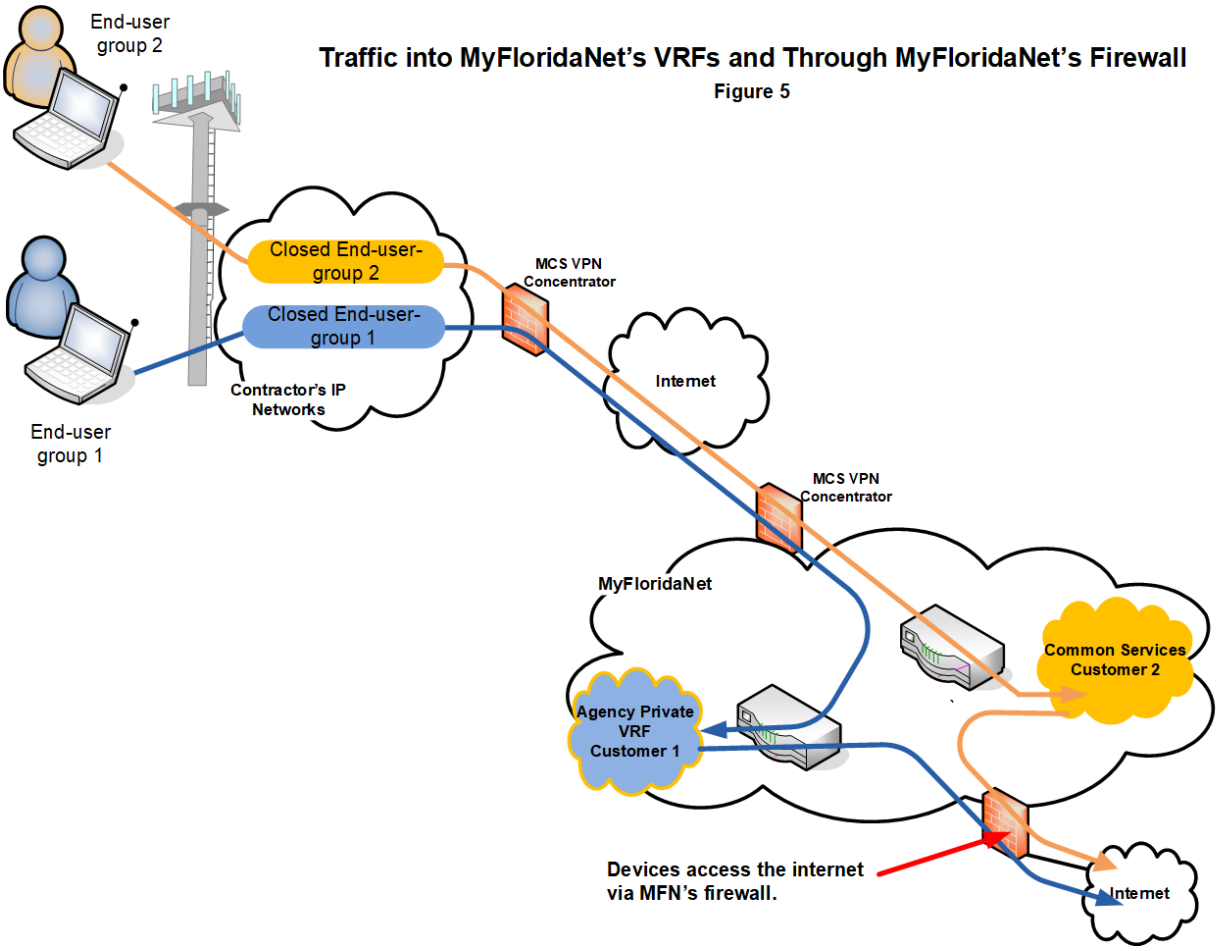
For traffic to MFN, the Contractor must route wireless data traffic across the Contractor's IP networks utilizing IPsec tunnels (one (1) unique IPsec tunnel per closed user group). DMS retains control related to security policies on access into MFN and its intranet as well as IPsec tunnel configuration parameters. All Customer wireless traffic must be in a closed user group within a unique IPsec tunnel in a manner such that it can be mapped into the appropriate MFN VRF by the MFN contractor.

If permitted by the applicable Department security policies, once wireless data traffic is within MFN it accesses the internet via the MFN firewall.

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Traffic into MyFloridaNet's VRFs and Through MyFloridaNet's Firewall

Figure 5



No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.8 Wireless Data Service – Traffic Directly to the Internet

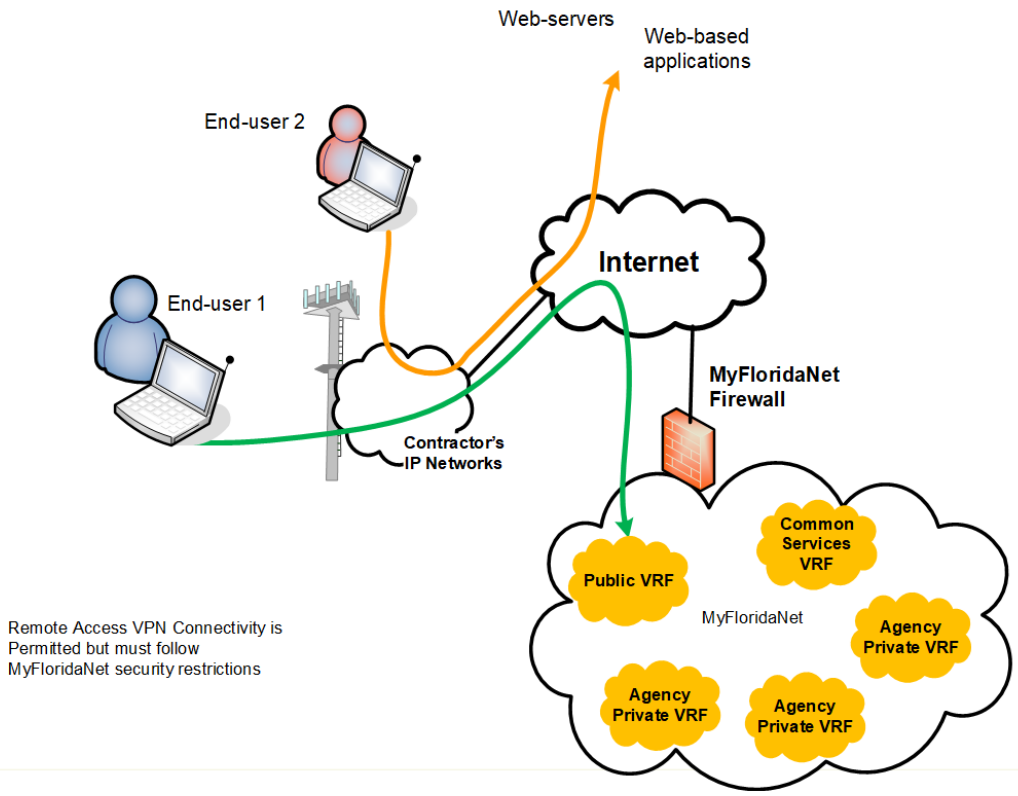
This subsection is applicable to only Wireless Data Services.

Customers can have their traffic sent directly to the internet. Routing wireless traffic direct to the internet provides simplicity for connectivity to web-servers and web-based applications. Sending traffic to the internet also permits Customers to use encrypted VPN traffic to access their IP networks via a Public VRF connection.

For this connectivity, the Contractor is not responsible for the reliability of traffic within the internet.

Routing Wireless Traffic Directly to the Internet

Figure 6



The Contractor is not required to create closed user groups for Customers that have their traffic routed directly to the internet. Under this option, the Contractor is not required to permanently assign the same IP address to a particular wireless device.

When MCS traffic is routed directly to the internet, if the MCS Customer is not an MFN Customer, they do not have to comply with DMS security policy restrictions for traffic to MFN. The Contractor must comply with DMS security policies and those policies of the OEUs. Specifics of the DMS security policy requirements will be detailed in the post-Contract engineering meetings and may vary during the life of the Contract.

A synopsis of the MFN security policy. MFN Customers must access the internet via the MFN firewall and avoid using an alternate internet access that might create a backdoor into MFN. Under certain restrictions, MFN security policy permits MFN Customers to use remote-access VPN connectivity to gain access to their MFN intranet network. The Contractor is not responsible for the specifics of how Customers configure their VPN connectivity.

No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

3.9 Wireless Data Service - Test Plan

This subsection is applicable to only Wireless Data Services.

The Contractor is responsible for on-going testing of the WDS's transport system (the interconnection between MCS and MFN) to ensure proper performance. The Contractor is responsible for testing each component, including wireless modems (before and after installation, if requested by the Customer), interconnection, interconnection failover, and closed user group configurations. The Contractor must demonstrate successful interconnection failover for each tunnel between the primary and secondary VPN concentrators as part of the Services Infrastructure Checklist signoff and as required by DMS.

All test plans and actual testing must be coordinated with and approved by DMS and the Customer. The test plan need only cover WDS elements. Once approved by DMS, the plan must be included in the WDS Operations Guides.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.10 State of Florida Coverage

The Contractor shall:

1. Provide the same or better level of coverage as that described in the Contractor's Reply;
2. Maintain up-to-date State coverage maps on its website, accessible to all Customers.
3. Provide service strength with as much4G/4G LTE or better (5G) service coverage as possible.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.
2. Describe the Respondent's State geographic coverage.
3. Demonstrate in detail any future plans for enhancement and expansion of the Contractor's State coverage.
4. Provide a service area State coverage map. The map shall be geographically accurate and drawn to a scale of 1:1,000,000 (1 inch=15.78 miles) or less. The coverage map

shall include, at a minimum, county boundaries, cities, and major highways. Note the decibel (db) level used in maps for the Respondent's acceptable service level.

[Enter the response here as needed to provide a complete response]

3.11 Roaming

This subsection is applicable to both WVS and WDS.

The Contractor must not charge for roaming within the Contractor's nationwide footprint.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.12 Security

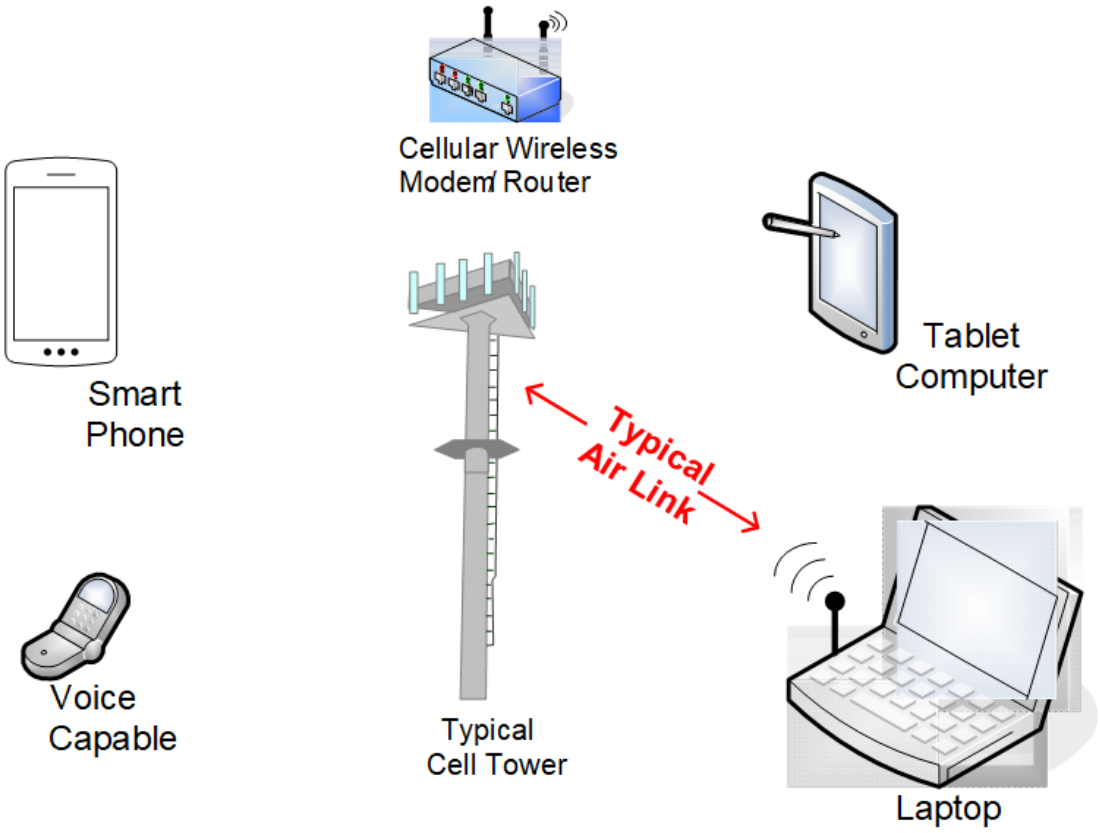
This subsection is applicable to both WVS and WDS.

The Contractor must ensure that all traffic is secured between the Customer's device and the Contractor's antenna/tower (i.e., the air link in Figure 1). Encryption across the air link is not required as long as the traffic transport method provides security equivalent to IPsec 56-bit strength. No wireless traffic transport is permitted that does not meet this minimum traffic transport security requirement.

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Security

Figure 1



In addition to the minimum security requirements elsewhere in this SOW, the Contractor must continually enhance its ongoing security features. The Contractor's security features must block unauthorized access into MFN and OEU networks and thwart potential attacks.

The Contractor must maintain physical, electronic, and procedural safeguards to protect the security of its internal systems as well as MFN and OEU networks. The Contractor must secure traffic by employing strong user authentication, making certain only authorized devices connect to the Contractor's wireless network, the MFN network, and OEU networks. The authentication process must associate the End-user to a particular device.

The Contractor must implement internal and external security procedures to guard its networks and applications against unauthorized access. The Contractor will provide DMS a copy of the Contractor's associated security procedures upon request.

The Contractor must perform fraud detection, monitoring, and prevention services consistent with industry common best practices on a 24x7x365 basis to reduce Customer vulnerability to fraudulent activities. Fraudulent calls will be the sole responsibility of the Contractor. DMS and its Customers will bear no responsibility for such calls, including, but not limited to, number theft by cloning, multiple calls at the same time, international calls on an unauthorized telephone, and calls to areas of known fraud. The Contractor shall proactively monitor calling volume and patterns. The Contractor shall immediately report unusual calling volumes and patterns to the Department and Customer, such as usage or cost doubling from the previous month. If fraud is detected outside of normal business hours, the Contractor will notify the Department's Product Manager and Customer via email. Should the Department or Customer declare such activity as fraudulent, the Contractor shall immediately deactivate the service.

Given the statements in this subsection:

1. Describe in detail how the Respondent's proposal will fulfill the minimum requirements of this subsection.

3.13 Reviews of the Contractor's Service

This subsection is applicable to both WVS and WDS.

DMS Test Accounts. Upon request from DMS, the Contractor shall provide up to ten (10) WVS accounts and associated devices (with voice and broadband feature functionality) and up to ten (10) WDS accounts and associated devices to allow DMS to test the Contractor's service. All test devices must be premium (highest functionality) devices. All test accounts and devices must be configured to operate only on the Contractor's network throughout the continental United States. The Contractor must provide the test accounts and devices at no charge and with no limitations on DMS's use of the accounts and devices. DMS will administer the test accounts, including activating, deactivating, and supervising.

Customer Demonstration Reviews. Prior to making an initial order for service, Customers may request, and the Contractor will provide, wireless demonstration equipment (including airtime) for testing. All demo accounts and devices must be configured to operate only on the Contractor's network throughout the continental United States. Demo devices must be provided at no charge for thirty (30) Business Days. The Contractor will post on its portal the step-by-step procedures to obtain the demo devices. The Contractor shall coordinate directly with the Customer regarding demo accounts and devices.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14 Emergency Services

This subsection is applicable to both WVS and WDS.

The Contractor shall provide emergency services, a crucial aspect of MCS, as described in this section.

3.14.1 911/E911

The Contractor is required to fully comply with federal and State-mandated emergency service requirements, including 911 and E911 services.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14.2 Department of Homeland Security Programs

The Department of Homeland Security (DHS) Cybersecurity and Infrastructure Security Agency's (CISA) Emergency Communications Division (the Office) collaborates with the public and private sectors to ensure the national security and emergency preparedness communications community has access to priority telecommunications and restoration services to communicate under all circumstances. The Office manages the Government Emergency Telecommunications Service (GETS), Wireless Priority Services (WPS), Telecommunications Service Priority (TSP), and Next Generation Network Priority Service (NGN-PS) programs.

The Contractor must participate in at a minimum TSP, GETS, WPS, and NGN-PS in support of the State's emergency preparedness efforts. For additional information see https://www.dhs.gov/oec-communications-portfolio-management.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14.3 Emergency Support Function 2

Background. DMS provides communications assistance during emergencies and disasters. DMS is the lead agency for communications under direction of the Florida Division of Emergency Management. Section 282.702(7), F.S., directs DMS to cooperate with any federal, state, or local emergency management agency in providing for emergency communications services.

DMS is the first point of contact for telecommunications service providers for equipment and services coordination to provide communications support statewide before, during, and after emergencies or disasters. The National Response Framework is part of the United States

National Strategy for Homeland Security, which details fifteen (15) Emergency Support Function Annexes. In Florida, the DMS Emergency Support Function 2 (ESF-2) consists of a dedicated team of telecommunications professionals with expertise in radio systems, voice/data/network communications, and project management.

The Contractor is required to participate in ESF-2 activities and respond to the needs of the State. The Contractor shall deliver the specified quantity (up to 100 of each) of activated wireless (WVS and WDS) devices within twenty-four (24) hours of receiving the ESF-2 request. The devices will be delivered at Contract costs, with the only additional cost being reasonable expedited shipping. The Contractor shall use commercially reasonable efforts to deliver devices to any accessible (officially ordered safe to enter) location within the Contractor's service area as directed by ESF-2.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.15 Contractor's Service Delivery Costs

This subsection is applicable to both WVS and WDS.

The Contractor will not charge the Department or Customers for service delivery or infrastructure costs. The Contractor can only charge for services and equipment contemplated in the EUPL, Vendor's Device List, and the Contract.

There will be no costs to activate a service or device. Customers may cancel service at any time without any costs.

The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.16 Highly Available and Highly Reliable Design Characteristics

MCS functionality provides support for mission-critical agency Customers. The Contractor shall provide infrastructures, hardware, software, and processes designed to be HA/HR, by, at a minimum:

1. Providing designs to eliminate single points of failure, including minimal convergence times.
2. Utilizing redundant (or backup systems) hardware and software providing continuous availability when a critical component fails or is removed from service for maintenance.
3. Utilizing automated interactions between systems or services to detect when a component has failed.
4. Utilizing multiple physical data paths within an infrastructure to eliminate a potential impact on performance when a path fails or is taken out of service.
5. Utilizing equipment with dual power supplies plugged into separate sources of power, which may include the use of a generator for backup power.
6. Maintaining the entire MCS infrastructure at normal operational functionality and not permitting anything to impact performance, regardless of cause.

Given the statements in this subsection:

2. Describe in detail the proposed offering for this subsection, addressing the design objectives listed above.
3. Describe how the Respondent will provide validation of their HA/HR design to DMS allowing DMS to perform Contract oversight.

[Enter the response here - 500 words]

3.17 Reports, Updates, and Notifications Requirements

This subsection is applicable to both WVS and WDS.

DMS requires the following reports and data, at a minimum, to accomplish Contract oversight:

1. The Contractor shall provide reports, updates, and notifications in accordance with the following section and subsections of this SOW:
    a. Monthly SLA Compliance Report, SLA-B3 (Subsection 3.18.5)
    b. Monthly Escalation Activity Report, SLA-B4 (Subsection 3.19.1)
    c. Quarterly Zero Usage Report, SLA-B5 (Subsection 3.19.2)
    d. Escalation Procedure and Escalation Procedure Updates, SLA-B6 (Subsection 3.19.3)
    e. Maintenance Notifications, SLA B7, B8, B9 (Subsection 3.19.4)
    f. Weekly Transition Status Reports during Transition (Subsection 3.24)
    g. Project Management Tracking Log, SLA-D9 (Subsection 3.26.2.2)
    h. Project Status Report, SLA-D10 (Subsection 3.26.2.3)
    i. Incumbent Contractor Weekly Migration Report, SLA-D14 (Subsection 3.26.5)
    j. Non-incumbent Contractor Weekly Migration Report, SLA-D15 (Subsection 3.26.5)

k. Monthly Public Safety Service Plans and Devices Report, SLA-E1 (Section 4)
l. Direct-Billed Accounts Monthly Report, SLA-G2 (Subsection 6.4)
m. Direct-Billed Accounts Quarterly Report, SLA-G3 (Subsection 6.5)

2. The Contractor shall provide any of the items below upon request from the Department:
   a. Identification and validation of products/services and rates;
   b. Compilation of statistics on products/services from a high level to a detailed level;
   c. Inventory of devices;
   d. Services and devices trend information;
   e. Identification and validation of Contractor's Customer billing (to include all charges, service taxes, surcharges, refunds, and adjustments); and
   f. Ad hoc reports, which will be at no cost and include a report delivery timeframe within two (2) Business Days of receipt of request.

Given the statements in this subsection: Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above. [Enter the response here – 250 words]

3.18 Service Level Agreement Operational Process

This subsection and all sub-subsections are applicable to both WVS and WDS.

3.18.1 General SLA Requirements

1. The Contractor will pay SLAs by giving the Department a credit in the amount owed. If the last billing cycle of the service, the Contractor will refund the amount due in the form of a check.
2. SLA credits restart each month based on the review process and monthly billing cycle.
3. Unless there is an explicit reference to "business days," all SLA credits are applicable based on calendar days. A calendar day starts at 12:00 AM and ends at 11:59 PM, Eastern Time.
4. All SLA credits are payable to DMS.
5. The billing reconciliation for SLA violations takes place once final determination of SLA credits has been completed.

3.18.2 Reporting and Review

1. Each month, the Contractor, its subcontractors, and DMS participate in a review and scrubbing of all data related to SLAs. Based on this review, credits are developed.

2. DMS is not required to explicitly request or otherwise initiate the SLA review and validation process in order to receive SLA credits.

3.18.3 SLA Holds

1. If time is a factor in the calculation of the SLA, the SLA clock may be suspended, in the Department's discretion, if the Contractor has documented in its ticketing system at least one (1) of the reasons listed below:
    a. The Customer provided incorrect information in its order, including an incorrect address.
    b. The Customer did not attend a confirmed scheduled appointment.
    c. The Customer was unresponsive to calls or emails.
    d. A site readiness requirement was not fulfilled by the Customer.
2. The SLA clock may also be suspended as identified in Attachment C – Service Level Agreements.
3. The Contractor shall troubleshoot to the fullest extent feasible, whether or not the SLA clock is suspended.

3.18.4 Contractor SLA Accountability

1. SLAs apply regardless of whether the violation was a result of human error, poor engineering design, tardy dispatch, dispatch without required repair or diagnostic tools, exceeding the scope of an approved maintenance change request that causes performance degradation (deterioration in quality, level, or standard of performance of a system, service, feature, or functionality), or any other reason.
2. With the exception of the Contractor's failure to provide the requisite notice (see Section 3.19.4), SLAs will not apply during scheduled upgrade or maintenance windows (including emergency scheduled maintenance). SLAs will apply for all other service element impacts during and after the scheduled maintenance window.
3. DMS will make the final determination on the Contractor's compliance with SLAs.

3.18.5 Compliance Report

1. The Contractor shall deliver a timely and comprehensive SLA Compliance Report on a monthly basis. The Contractor shall provide backup detail (justification) to DMS upon request. Final acceptance of this report is at the sole discretion of the DMS Contract Manager. The report will be provided to the DMS Contract Manager. **Attachment C, SLA-B3.** The SLA Compliance Report must:
    i. allow DMS to assess performance against measurable service levels;
    ii. include all SLAs in Attachment C – Service Level Agreements;
    iii. state "N/A" for SLAs for which no services have been delivered during the Implementation Phase;

iv. not be locked or password protected;
v. include adequate documentation, as determined by the Department, to demonstrate the Contractor's reported monitoring; and
vi. be approved by DMS with regard to format, content, and level of detail.

2. If the SLA Compliance Report fails to accurately reflect an SLA violation, additional information may be utilized by the Department in determining SLA compliance in the Department's sole discretion.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.19 Customer Support

This subsection is applicable to both WVS and WDS.

The Contractor shall provide the following to the Department's designated recipient(s):

1. Monthly Escalation Activity Reports. This report must be provided on a monthly basis and detail the number of calls and emails related to requests for escalation assistance for technical and administrative support. The format must allow DMS to understand the relative importance of the issues within the escalation queue. Relative importance could be determined by the number of devices impacted or the length of time the Customer has been attempting to obtain a resolution to the issue. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B4.**
2. Quarterly Zero Usage Reports. This report must include a high-level summary of End-user devices that show no usage (i.e., zero minutes, zero texts, and zero data) for three (3) consecutive months. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B5.**
3. Escalation Procedure and Escalation Procedure Updates. This procedure must be developed and employed for unresolved network issues, Customer issues, or concerns that are not addressed in a timely manner. The procedure must include names, titles, phone numbers, and email addresses of contacts in the Contractor's escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved issues or issues that have been outstanding for more than ten (10) business days. Escalation procedures are to be updated by the Contractor when either DMS or the Contractor identify the need for an update. **Attachment C, SLA-B6.**
4. Notifications. Notifications must be for provided for planned, emergency, and unplanned maintenance. The Contractor shall send an electronic notification which informs DMS of 1) a planned maintenance which may potentially cause a service outage; 2) emergency maintenance when it may cause a service outage and when there is an outage impacting a generalized area; and 3) unplanned maintenance for significant unplanned

maintenance and when there is a significant performance impact over a generalized area. The notification must include an impact statement, date, time, and estimated duration of the maintenance. **Attachment C, SLA-B7, B8, and B9.**

5. Customer Support Team. The Customer Support Team shall address situations on a daily basis that have not been addressed within the customer support processes.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the process which will allow DMS to support its Customers and End-users with timely notifications.
3. Describe the corporate commitment to providing DMS the information it requires for notifications on significant performance impacts to WVS and WDS.
4. Describe the corporate commitment to providing DMS the necessary Customer Support Team staffing (resources) for escalations to address situations not readily addressed within the operational processes.
5. Describe the use of an escalation procedure related to situations which have not been addressed within the normal customer support processes.

[Enter the response here as needed to provide a complete response]

3.20 Contractor's MCS Portal

This subsection is applicable to both WVS and WDS.

The Contractor shall provide an easy-to-use MCS portal that allows Customers to manage their End-user WVS and WDS devices, device management, and associated services. At a minimum, the portal must allow Customers' designated administrators to view the specifics of and add, change, and cancel devices and services. As changes are made, corresponding billing changes must take place automatically.

The Contractor is responsible for the general content and management of and for hosting the portal. All MCS-specific content must be approved in writing by the DMS Product Manager before publication.

The Contractor's MCS portal must include, at a minimum:

1. service definitions;
2. available features and options;
3. training materials;
4. product support information;
5. ordering procedures;

6. user guides;
7. whitepapers;
8. equipment definitions and specifications;
9. maintenance information;
10. product configuration options;
11. diagrams; and
12. other information approved in writing by the DMS Product Manager.

Given the statements in this subsection: 1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above. [Enter the response here - As needed to provide a complete response]

3.21 Devices

This subsection is applicable to both WVS and WDS.

The Contractor must provide all applicable software and firmware for each device offered under the Contract and corresponding support. The Contractor must provide a link to the manufacturer's website where Customers can download current software updates/releases and software version release notes. The Contractor must work with the Customer and make a device recommendation based on a case-by-case analysis of the intended use of the device. All devices offered under MCS must be certified by the Contractor to operate with the performance parameters claimed by the manufacturer. The Contractor will remove any device that does not meet the manufacturer's and the Contractor's performance claims from the Vendor's Device List.

1. Excluding activations involving number portability, the Contractor shall ship in-stock devices (including replacement devices) activated, registered, and ready-for-use.
2. If the Contractor is unable to ship in-stock devices, or if a device is out-of-stock, the Contractor must notify the Customer.
3. Account changes made in the MCS portal should be automatic, and account changes made by phone or email should be within one (1) Business Day, with the exception of devices that are out of stock or otherwise unavailable, and excludes account changes involving number portability.
4. Shipping and handling fees are the responsibility of the Contractor, except for emergency and/or expedited orders. During the ordering process, Customers have the ability to approve related expedite fees prior to shipment. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the Customer.
5. The Contractor shall provide credit and/or replacement for freight-damaged or defective items and replace the items within two (2) Business Days after notification by the

Customer. The Contractor shall provide expedited 24-hour delivery as requested by the Customer for new, replacement, and upgrade devices.

6. The Contractor may invoice the Customer an expedite charge.
7. The Contractor will be responsible for the credit and/or replacement of any freight-damaged or defective products at time of delivery. The Contractor shall not require the Customer to deal directly with the manufacturer. Within five (5) Business Days of a Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for the item's return.
8. The Contractor must accept returns of items shipped in error and credit the Customer for the full amount. Within five (5) Business Days of the Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for returning the item. Delivery of correct items will be at no cost to the Customer.
9. The Contractor shall not impose any restocking fee under any circumstance.
10. Device provisioning errors must be corrected by the Contractor.
11. The Contractor shall not provide salvaged, distressed, outdated, or discontinued merchandise.
12. The Contractor shall obtain and pass through to the Customer any and all warranties obtained or available from the manufacturer/licensor of the cellular product.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.

[Enter the response here – 250 words]

3.22 Cooperation with Other Contractors

This subsection is applicable to both WVS and WDS.

The Contractor must fully cooperate with DMS, Customers, and other contractors providing telecommunications services to the State. The Contractor must not commit or permit any act which will interfere with the performance of work by any other Contractor or Customers.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the corporate commitment to interact and work collaboratively with other Contractors and subcontractors, creating a team of SUNCOM service providers.

[Enter the response here - 100 words]

3.23 Customer Migration

This subsection is applicable to both WVS and WDS.

This subsection addresses the migration to services under this Contract. **Attachment C, SLA-B10.**

The Contractor shall:

1. Provide all reporting activities listed in SOW subsection 3.27.5(1)(b) and SOW subsection 3.27.5(1)(c).
2. Assist as necessary to migrate existing Customers to this Contract.
3. Not charge any non-recurring charges as part of the migration.
4. Not charge for service activations and SIM cards.
5. Provide end-users with the option to maintain their existing cellular device(s) and/or phone number(s) at no charge.
6. Coordinate and communicate with DMS and Customers throughout all aspects of the migration.
7. Complete the migration in one-hundred and twenty (120) calendar days.
    a. For incumbent Contractors, this commences with DMS acceptance of the Services Infrastructure Checklist and ends when all Customers are identified as either migrated or no longer receiving services from the Contractor.
    b. For non-incumbent Contractors, this commences with DMS acceptance of the Services Infrastructure Checklist and ends when all Customers identified as purchasing services from the non-incumbent Contractor are migrated.
    c. Migration does not include new Customers or Customers changing their services after migration.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

[Enter the response here – 1,000 words]

3.24 Transition for Future Iterations of this Service

This subsection is applicable to both WVS and WDS.

This subsection defines requirements associated with the end of the Contract to transition to the replacement contract for future iterations of these services or similar services.

The Contractor shall provide transition duties until all Customer services have been transitioned, migrated, or discontinued and the Contractor has billed Customers their final invoices and resolved all disputed charges.

The Contractor shall develop and implement a transition plan and perform all tasks identified in the plan in a timely manner to mitigate service disruptions (see subsection 3.23).

The Contractor shall participate in meetings with the State, Customers, and other service provider(s) as reasonably required by the State in planning for the transition.

There shall be no additional cost to DMS or Customers for transition activities.

The Contractor shall timely and consistently coordinate and communicate with DMS and Customers, and other service providers, throughout all phases of the transition to ensure an orderly and efficient transition of services to any replacement contract.

The Contractor will be required to perform end-of-service transition activities, which may take place at any time during the Contract term, and end-of-Contract transition services prior to the expiration or termination of the Contract. The full transition of existing services to replacement services and contracts is hereby explicitly made a criterion for completing the Contract Transition Plan.

Upon request by DMS, the Contractor will be required to submit a transition plan for services within sixty (60) days with sufficient detail for DMS's review and approval. DMS reserves the right to request modifications. The plan must include and describe in detail:

1. How the transition will be accomplished in the least disruptive way.
2. The Contractor's commitment to continue to provide services and Contract resources under the existing terms and conditions of the Contract during the transition, including any restrictions and/or limitations.
3. The Customer impact and the Contractor's commitment to minimizing any impact (e.g., business needs, complexity of service, services impacted by special programs, etc.).
4. Identification of tasks dependent upon the State's data or resources.
5. Identification of all Customers by service type and unique product identifier.
6. Plan for transparent transition of services to support the continued billing, collection, and remittance of cost recovery rate for services.
7. Use of industry-accepted project management methodology throughout the transition process.

Overlapping services may be required when transitioning from one large infrastructure to another, and transition may take multiple years to complete. DMS will not be obligated to maintain Contract services for any set number of users or locations during the transition.

The Contractor is required to work with DMS, Customers, and any other DMS contractor as expeditiously as possible in order to transition.

The Contractor agrees to:

1. Cooperate with all entities to ensure an orderly and efficient transition of services. These efforts include taking all necessary steps, measures, and controls to ensure minimal disruption of services during the transition.
2. Maintain staffing levels that are sufficient to handle a smooth, complete, and expedient transition.
3. Transfer all applicable knowledge, including, but not limited to, the devices, software, and third-party Contract services.
4. Provide all data related to the delivery of services, requested by DMS, that is not a tangible or intangible licensed product that existed before Contract work began. The Contractor shall bear the burden of proving existence before Contract work began, including, but not limited to, databases and other repositories of information (for example, operational, user, and administrative information).
5. Upon request, promptly deliver to DMS, whether or not previously made available, all up-to-date guides, manuals, and training materials including operational, user, administrative, and any other guides and procedures the Contractor follows. All documentation created for the purpose of supporting, operating, maintaining, upgrading, and enhancing services, including, but not limited to, design documents and device configurations for services, shall be promptly delivered to DMS upon request, whether or not previously made available.
6. Assist DMS and any other DMS contractor with the planning and installation of any services to facilitate business continuity.
7. Respond promptly and completely to all questions related to the transition.
8. Provide all services and functions necessary for a complete, smooth, and expedient transition.
9. Assist the Department with the installation of network-to-network connections to facilitate continuity for MCS sites. Network-to-network connections will be paid for by the Department.

At the time DMS initiates the transition plan, the Contractor shall provide the DMS Contract Manager a weekly Transition Status Report. The report shall include all impacted Customers. The format, content, and level of detail must be approved by DMS.

After each End-user service transition is completed and the transition status and the billing account status both achieve 100% completion on the Transition Status Report for two (2) consecutive weeks, the Contractor may delete the service line item from the next weekly Transition Status Report.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.25 Contractor Meetings with DMS

This subsection is applicable to both WVS and WDS.

This subsection includes requirements applicable to subsections 3.26.1 through to and including 3.26.4.

The Contractor is required to attend all meetings referenced in this section plus ad hoc meetings as DMS deems necessary. Meetings will be held either at the DMS offices in Tallahassee, Florida or virtually. DMS may, at its sole discretion, require the Account Manager and other Contractor's staff attend the meeting in person or allow remote attendance via a mutually agreed-upon conferencing service. For virtual meetings the Contractor will be responsible for providing the video conference call bridge.

For all meetings referenced herein, the Contractor is responsible for the business and administrative tasks associated with the meetings, including, but not limited to, creation of a meeting agenda developed in conjunction with DMS, preparing of any materials, meeting minutes, and other meeting planning efforts. SLA violations include, but are not limited to, inadequate participation of required staff and inadequate preparation. Meeting preparation must include background materials and reports.

3.25.1 Weekly Conference Call

The Contractor shall initially participate in a weekly conference call with DMS to discuss and provide status updates on all open or unresolved issues in the escalation queue. It is the responsibility of the Contractor to coordinate and initiate the call at a time acceptable to the Department's staff. The call frequency is expected to be modified by DMS to monthly or quarterly during the initial Contract term, which is in DMS' sole discretion and dependent on implementation and migration.

3.25.2 Monthly Operational Meetings

The Contractor is required to hold monthly meetings with DMS to review and audit, at a minimum, customer support, escalations, security, and SLA reporting services. These meetings may include, but are not limited to, discussions of the network and all of its services, review of operational concerns, technical updates/changes, SLA Compliance Report, Escalation Activity Report, Direct-Billed Monthly Report, Direct-Billed Quarterly Report, security, policy, design, and administrative topics. While there will be discussions of current and future services, these meetings are not sales meetings. Agendas for these meetings will include operational and administrative items, including, but not limited to, review of operational concerns, reviewing and auditing phone tree accuracy, updates to the staff notification process, and any proposed operational changes.

3.25.3 Project Management Monthly Review Meetings

The Contractor is required to hold monthly meetings with DMS for project management during the Project Implementation Phase. **Attachment SLA-C1.** The Project Implementation Phase

starts with DMS acceptance of a completed Services Infrastructure Checklist. The Contractor will set the agendas for these meetings, which will include, at a minimum, details of the previous period's achievements, the progress on upcoming and existing activities, changes, identified risks and recommendations to mitigate risk, forecasts, project progress, a list of discussion points, and action items with the associated responsible party and due date.

3.25.4 Project Implementation Phase – Project Kickoff Meeting

The Project Kickoff Meeting will take place during the Project Implementation Phase within thirty (30) days of Contract execution. **Attachment SLA-C2.** The agenda for this meeting will include, at a minimum, introductions, review of staffing roles, and review of project scope. The Contractor's Key Required Staff are required to attend the Project Kickoff Meeting.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.26 Project Management

This subsection is applicable to both WVS and WDS.

The Contractor must provide project management services in accordance with the DMS regulations set forth in Chapter 74-1, F.A.C., for Project Management.

All Project Management documents must be submitted as either a Microsoft Word 2016 (or higher) document or Adobe pdf. The Project Management Implementation Schedule shall be submitted as a Microsoft Project document. All project management documents will be submitted to the DMS Contract Manager.

The following subsections contain the minimum requirements for MCS Project Management:

3.26.1 Project Management - Project Charter and Project Management Plan

1. The Contractor shall create a Project Charter (see **Attachment C, SLA-D1**). The Project Charter must formally authorize the existence of a project and provide DMS and the Contractor's Project Manager with the authority to apply organizational resources to project activities. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

2. The Contractor shall create a Project Management Plan (see **Attachment C, SLA-D2**). The Project Management Plan must describe how the project is monitored, controlled, and executed. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

The plans listed below are additional components of the Project Management Plan. However, the plans listed below are deliverables separate from the Project Management Plan and subject to final acceptance by DMS.

3. Readiness Plan. (See **Attachment C, SLA-D3**.) The Contractor must deliver a detailed organizational Readiness Plan and associated plans that outline a readiness methodology, approach, activities, dependencies, and assumptions for key stakeholders to successfully support project activities.

4. Communications Management Plan. (See **Attachment C, SLA-D4**.) The Contractor must develop a Communications Management Plan that defines all communication touch points between the Project and all impacted stakeholders. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

5. Risk Management Plan. (See **Attachment C, SLA-D5**.) The Contractor must submit an acceptable Risk Management Plan that defines all potential areas of Customer and Department risk and the related risk strategy.

6. Requirements Management Plan. (See **Attachment C, SLA-D6**.) The Contractor must submit an acceptable Requirements Management Plan. The Contractor is responsible for managing all business requirements, including confirmation, design, development, testing, and validating that they are ultimately met during implementation. The Contractor's Project Manager will work with DMS to develop and administer a plan to effectively manage requirements throughout the Project.

7. Disaster Recovery Plan. (See **Attachment C, SLA-D7**.) The Contractor must deliver a detailed Disaster Recovery Plan and associated plans that outline a disaster recovery methodology, backup procedures, recovery plan, restoration plan, rebuilding process, testing of the disaster recovery plan and record of plan changes. The plan will include the following, at minimum:
    1. Plan Objectives.
    2. Assumptions.
    3. Definition of Disaster.
    4. Recovery Teams.
    5. Team Responsibilities.
    6. Internal and External Communications.
    7. Federal, State, Local Roles and Responsibilities.
    8. Services Restoration.
    9. Support Timeline.

3.26.2 Project Management - Implementation Phase

The Project Implementation Phase starts after DMS acceptance of the Project Charter and ends with DMS acceptance of a completed Services Infrastructure Checklist. Each of the items described in this section is a deliverable that must be submitted to, and accepted by, the DMS Project Manager.

1. Project Management Implementation Phase Schedule. The Contractor shall create a Project Management Implementation Phase Schedule. **Attachment C, SLA-D8.** The document must be baselined, be resource loaded with predecessors, successors, durations, costs, and calculated earned value metrics Cost Performance Index (CPI) and Schedule Performance Index (SPI), and updated every two (2) weeks as needed until the completion of the Project Implementation Phase. This must be accompanied with a narrative which includes the current status of the project, actions that have taken place in the last two (2) weeks, any new risks and their associated risk mitigation plans, any new issues, identification of any tasks more than ten percent (10%) behind schedule, and a plan to complete the task(s).

   The Contractor shall create and maintain a Microsoft Project 2016 (or higher) schedule to incorporate all project activities to the agreed-upon work breakdown structure level. The schedule must include, at a minimum, task durations, start and finish dates (baseline and actual), predecessors and successors, resources, deliverables, and milestones, and must calculate CPI and SPI earned value metrics. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

2. Project Management Tracking Logs (Risks, Issues, Action Items, Decisions, and Operational Changes requested). The Contractor shall create Project Management Tracking Logs (tracking logs.) **Attachment C, SLA-D9**. These are updated as necessary, as determined by the Contractor and DMS.

   The Contractor must identify, assess, document, and recommend mitigation strategies by updating and submitting to DMS the tracking logs at a minimum of bi-weekly to reduce project risks and issues. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

3. Project Status Report. The Contractor shall create Project Status Reports. **Attachment C, SLA-D10**. The Contractor must provide bi-weekly Project Status Reports, which are due via email to the DMS Contract Manager each Thursday by 5:00 PM Eastern Time, and must include:
   a. A narrative description of significant project activities that have been conducted or are underway.
   b. The progress-to-date on project activities.

c. An explanation of any tasks/activities that are behind-schedule and a plan to bring them current.
d. Notification of issues or risks that have been encountered and their resolution or plan for future resolution.
e. Upcoming deadlines.

3.26.3 Project Management - Guides

The Contractor shall create the following guides. These guides are deliverables subject to final acceptance by DMS. The Contractor shall update the guides when necessary as determined by either DMS or the Contractor. **Attachment C, SLA-D11.**

1. WDS and WVS Operations Guides. The Contractor shall create and maintain WDS and WVS Operations Guides describing the operational relationship between the Contractor and DMS. The guides must establish procedures to be followed by the Contractor while delivering services. This includes engineering, operational, and business processes for service delivery. At a minimum, the guides must include ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.

2. WDS and WVS User Guides. The Contractor shall provide WDS and WVS User Guides that provide a set of instructions for the End-user. The User Guides must also contain device specifications, such as a recommendation of number of simultaneous users that each device can support.

3.26.4 Project Management - Closure

The Contractor shall create project closure documentation. (See **Attachment C, SLA-D12**.) The project closure documentation must include a lessons learned document, final schedule, and retrospective of the project.

3.26.5 Project Management - Implementation Plan and Customer Specific Migration Plans

1. Implementation Plan. The Contractor must submit a detailed Project Implementation Plan to the Contract Manager. (See **Attachment C, SLA-D13**.) The Implementation Plan must address all activities in the Project Implementation Phase, which starts after the acceptance of the Project Charter and ends with DMS acceptance of a completed Services Infrastructure Checklist.
    a. The Implementation Plan must outline an implementation, approach, activities, dependencies, and assumptions for key stakeholders to support a successful project implementation. The Implementation Plan shall include, at a minimum:
        i. Schedule of activities, including all Services Infrastructure Checklist Activities.

ii. Resource allocation.
iii. Implementation and migration preparation planning and impact analysis.
iv. Network support.
v. Operations Centers (operational and security).
vi. Day-to-day operational support services.
vii. Training – cross reference training section.

b. The Contractor shall provide weekly reporting regarding migration. **Attachment C, SLA-D14**. The reporting, which shall exclude any information regarded as Customer Proprietary Network Information (CPNI), should detail the number of current End-users per agency/entity, the progress of migration, and note any End-users that have notified the Contractor they will no longer be using its service. This report shall include details on the Contractor's communication with Customers regarding notification of this Contract and required Customer actions. This report is due to the DMS Contract Manager on a weekly basis, commencing with the completion and DMS acceptance of the Services Infrastructure Checklist and ending when all End-users are identified as either migrated or no longer receiving services from the Contractor. The format, content, and level of detail must be approved by DMS.

c. Non-Incumbent Contractors shall provide weekly reporting regarding migration. **Attachment C, SLA-D15**. The reporting, which shall exclude any information regarded as CPNI, should detail the number of End-users identified as purchasing services from the Non-Incumbent Contractor per agency/entity, and the progress of migration. The reporting shall include details on Contractor's communication with Customers regarding notification of this Contract. This report is due to the DMS Contract Manager on a weekly basis, commencing with the completion and DMS acceptance of the Infrastructure Checklist and ending when all End-users identified as purchasing services from the Non-Incumbent Contractor are migrated. The format, content, and level of detail must be approved by DMS.

2. Individual Customer-Specific Migration Plans. The Contractor must submit these plans in accordance with the requirements in this section to DMS and the Customer. **Attachment C, SLA-D16**. The Contractor will be responsible for creating Individual Customer-Specific Migration Plans as each existing and new Customer migrates to MCS, which shall exclude any information regarded as CPNI. Additionally, a migration plan may be required if a Customer undertakes a significant or complex change in how it operates under MCS. These plans will vary based on the proposed service and the complexity of the service migration, but must include, at a minimum:
    i. Schedule of activities, which is consistent with the Project Implementation Phase schedule.
    ii. Resource allocation.
    iii. Migration and preparation planning.
        1. Impact analysis.

2. Stakeholder communications plan.

iv. Migration management.

v. Training – cross reference training section.

Given the statements in subsection: 1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above. [Enter the response here - 500 words]

3.27 Project Management - Services Infrastructure Checklist

This subsection is applicable to all Contractors.

The Contractor must complete the Services Infrastructure Checklist provided below in accordance with this subsection and submit the checklist to the DMS Contract Manager and DMS Product Manager. **Attachment C, SLA-D17.** The Contractor will be required to complete a series of readiness activities before DMS accepts services, systems, and processes as ready for production. The Project Implementation Phase will close only when all items on the Services Infrastructure Checklist are complete and accepted by DMS in writing. Upon request, the Contractor will be required to provide DMS any documentation necessary to demonstrate Contractor's compliance with the Services Infrastructure Checklist prior to DMS written approval of the Final Services Infrastructure Checklist. The Contractor shall not deliver any services to Customers until the Project Implementation Phase is closed. The Contractor may engage with Customers for planning purposes before the close of the Project Implementation Phase.

All requirements on the Services Infrastructure Checklist must be fulfilled in accordance with the Contract including, but not limited to, the SOW. Additional requirements may be added to the Services Infrastructure Checklist at the discretion of DMS.

DMS must approve in writing all items listed in the Services Infrastructure Checklist before the Contractor is permitted to charge for any service or device to Customers. The timeline for the Contractor's completion of the Services Infrastructure Checklist will be approved in writing by the DMS Project Manager during development of the project Implementation Plan. Any changes to the Services Infrastructure Checklist, including requirements and timeline, must be approved in writing by the DMS Project Manager, in DMS' sole discretion.

Infrastructure Checklist	
Section Reference	**Requirement**
SOW Section 2	
2.1 - 2.6	All required key staff positions have been filled with individuals who possess the required minimum qualifications, and the final Staffing Organizational Chart has been approved by DMS.
2.7	The Contractor has demonstrated that its Customer Support Team is staffed and trained.
SOW Section 3	
3.5	Contractor's closed user group isolation method is developed and approved by DMS.
3.6	The Network-to-Network Interface is operational.
3.7	Closed user group traffic successfully mapped into MFN and as permitted is able to access the internet via the MFN firewall.
3.8	MCS traffic is routed directly to the internet.
3.9	A test plan has been finalized, and an interconnection failover for each IPsec tunnel between the primary and secondary VPN concentrators has been successfully tested.
3.12	Security and fraud services are ready for production.
3.13	Processes related to test and demonstration accounts for WVS and WDS are final.
3.14	Emergency services programs are ready for production.
3.16	Design characteristics have been reviewed and are ready for production.
3.17	Reports and reporting options are ready for production.
3.18	SLA processes are ready for production.
2.7 and 3.19	The Customer Support Team is staffed and trained.

3.20	The Contractor's portal is operational.
3.21	The Contractor has provided the link to the manufacture's website. The Contractor has provided its EUPL and Vendor's Device List.
3.26.1 (1)	The Contractor has provided an acceptable Project Charter.
3.26.1 (2)	The Contractor has provided an acceptable Project Management Plan.
3.26.1 (3)	The Contractor has provided an acceptable Readiness Plan.
3.26.1 (4)	The Contractor has provided an acceptable Communications Management Plan.
3.26.1 (5)	The Contractor has provided an acceptable Risk Management Plan.
3.26.1 (6)	The Contractor has provided an acceptable Requirements Management Plan.
3.26.1 (7)	The Contractor has provided an acceptable Disaster Recovery Plan.
3.26.3 (1)	The Contractor has provided the WDS and WVS Operations Guides
3.26.3(2)	The Contractor has provided the WDS and WVS User Guides
3.26.5(1)	The Contractor has provided the Implementation Plan.
SOW Section 4	
4	Public safety services are ready for production.
SOW Section 5	
5.4	The Contractor is ready to implement transactions utilizing the DMS approved method of implementation in CSAB.
5.7	The Contractor has demonstrated the ability to provide CSAB billing account and user management activities.
5.9	The Contractor has demonstrated the ability to maintain a corresponding inventory.
5.10	The Contractor has demonstrated the ability to invoice DMS for all fulfilled orders.
5.11	The Contractor has demonstrated the ability to provide a detailed invoice substantiation file and do so in a mutually agreed upon secured delivery method.

SOW Section 6	
6	The Contractor has demonstrated the MFMP Punchout catalogs are ready, and the Contractor is ready to accept orders through MFMP.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

4. Public Safety Service Plans and Devices

The requirements of this Section 4 are only applicable if the Contractor is providing public safety services, as identified in the Contractor's BAFO. If applicable, must adhere to all minimum requirements of this SOW, including those of this subsection.

4.1 Deployable Technologies

The Contractor must have mobile communication units that are deployable technologies. Generally, the Contractor will deploy these mobile communication units during emergency situations to the affected area. The Contractor will install these units during emergencies and may use existing satellite, microwave, or radio systems for backhaul. The Contractor must have a robust regionalized deployable strategy, ensuring that deployable network equipment is available and fully operational, with the required backhaul and/or networking capabilities, throughout the State. The Contractor must coordinate and cooperate with DMS, and any federal, State, or local emergency management agency in providing for emergency communications services, including the Department of Emergency Management, and all other entities that are part of the ESF-2 function.

These deployable technologies are generally characterized as the following:

1. Cell on Wheels: a cellular base station on a trailer with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
2. Cell on Light Truck: A cellular base station on a light truck platform with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
3. System on Wheels: a full base station and controller on a trailer/truck/big rig/etc. This is a fully self-contained cellular system that can provide an island system with no need for satellite/microwave link back; applicability of this type of deployable technology may be limited if there is no internet connectivity.
4. Unmanned Aerial Systems (UAS) and Robotics: Deployable UAS (e.g., drones) in the Class G uncontrolled airspace (400' above ground level), fixed, multi-rotor, and tethered UAS, some of which are capable of providing hot spot and wide-area

coverage. Similar waterborne vehicles include remotely operated vehicle and unmanned underwater vehicle.

5. Other systems: Includes, but is not limited to, vehicular network systems and man-packs.

4.2 Local Control

The Contractor must provide priority and preemption to public safety entities during times of emergency. The priority and preemption will be determined and invoked by the public safety entities through a local control portal. The local control portal shall allow the Customer to enact and deactivate priority and preemption, which shall be controlled by authorized Customers.

The Contractor's public safety service plans and devices must not be throttled during an emergency.

4.3 Local control portal

In addition to the requirements of subsection 3.20 Contractor's MCS Portal, the Contractor shall provide a public safety portal (dashboard). The information held in this dashboard shall include, but is not limited to, the status of the Statewide network and alerts on outages. All features and functionality shall be available to DMS in real-time at all times. The number of DMS dashboard users shall be determined by DMS, and each user shall have a unique log-in and password.

4.4 Public Safety Standards

Public safety service plans and devices shall be in compliance with 3rd Generation Partnership Project Technical Specification 33.180.

The Contractor's public safety service plans and devices must perform to the most recent version of the standards described in TL-9000 Quality Management, ISO 9001, ATIS-100009 Overview of Standards in Support of Emergency Telecommunications Service, ITU-T Y.1271 framework on network requirements and capabilities to support emergency telecommunications over evolving circuit-switched and packet-switched networks.

4.5 Demonstration Devices

Upon DMS request, in addition to any other test devices required by this SOW, the Contractor shall provide wireless demonstration equipment (including airtime) for use by the Department for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a minimum period of sixty (60) Business Days. Any demonstration equipment, forms, and processes shall be provided, managed, and maintained by the Contractor. The Contractor will coordinate directly with any other State agencies regarding public safety service demonstration equipment, notifying the Department in advance of these activities.

4.6 Public Safety Customer Support

The Contractor must provide a dedicated help desk number for support of its public safety service plans and devices.

The Contractor must develop and abide by an escalation procedure specific to public safety real-time network issues and public safety End-user issues. The procedure must include names, titles, phone numbers, and email addresses of contacts in the Contractor's public safety escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved user issues or real-time network issues that have been outstanding for more than ten (10) Business Days.

The Contractor should limit access to the public safety plans to only Customers that are Public Service Entities as recognized by the First Responder Network Authority.

4.7 Public Safety Reporting

The Contractor shall timely provide a monthly Public Safety Service Plans and Devices Report to the Department's Contract Manager. **Attachment C, SLA-E1**. The report shall contain public safety Customer agency, End-user usage, End-user devices, rate plans, and any other related information DMS requires. This report shall not include any information that is considered CPNI. The format, content, and level of detail must be approved by DMS.

4.8 Public Safety Marketing

In addition to any other Customer webpages required by this SOW, the Contractor shall provide specific information on its MCS portal related to its public safety service plans and devices. This should include, at a minimum, information on ordering, devices, apps, service offerings, and accessories.

The Contractor shall provide the Department with a copy of all materials used by Contractor, and its subcontractors, to promote or advertise public safety specific service plans and devices to Florida's public safety user community. The Contractor will submit this information to the DMS Project Manager once per quarter, or as requested by DMS.

Mission critical Push-to-Talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical," as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the Contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

5. Business Operations

All services can be direct ordered by the Customers via email, phone call, or the Contractor's MCS portal. The Contractor shall also accept orders through CSAB and MFMP. Billing may be through CSAB or direct billed to the Customer. DMS shall make the final determination on which services are ordered and / or billed through CSAB, MFMP, direct ordered, or direct billed.

This subsection is applicable to DMS-billed services, unless otherwise stated.

5.1 General Description of the SUNCOM Business Model

In accordance with subsection 282.703(2), F.S., DMS has developed a system of equitable billings and charges for Customers. The CSAB system is the ordering, billing, incident management, and inventory system referred to in Chapter 60FF-2, F.A.C., that the Contractor is required to utilize.

When Customers log-in to CSAB, they can perform the following functions:

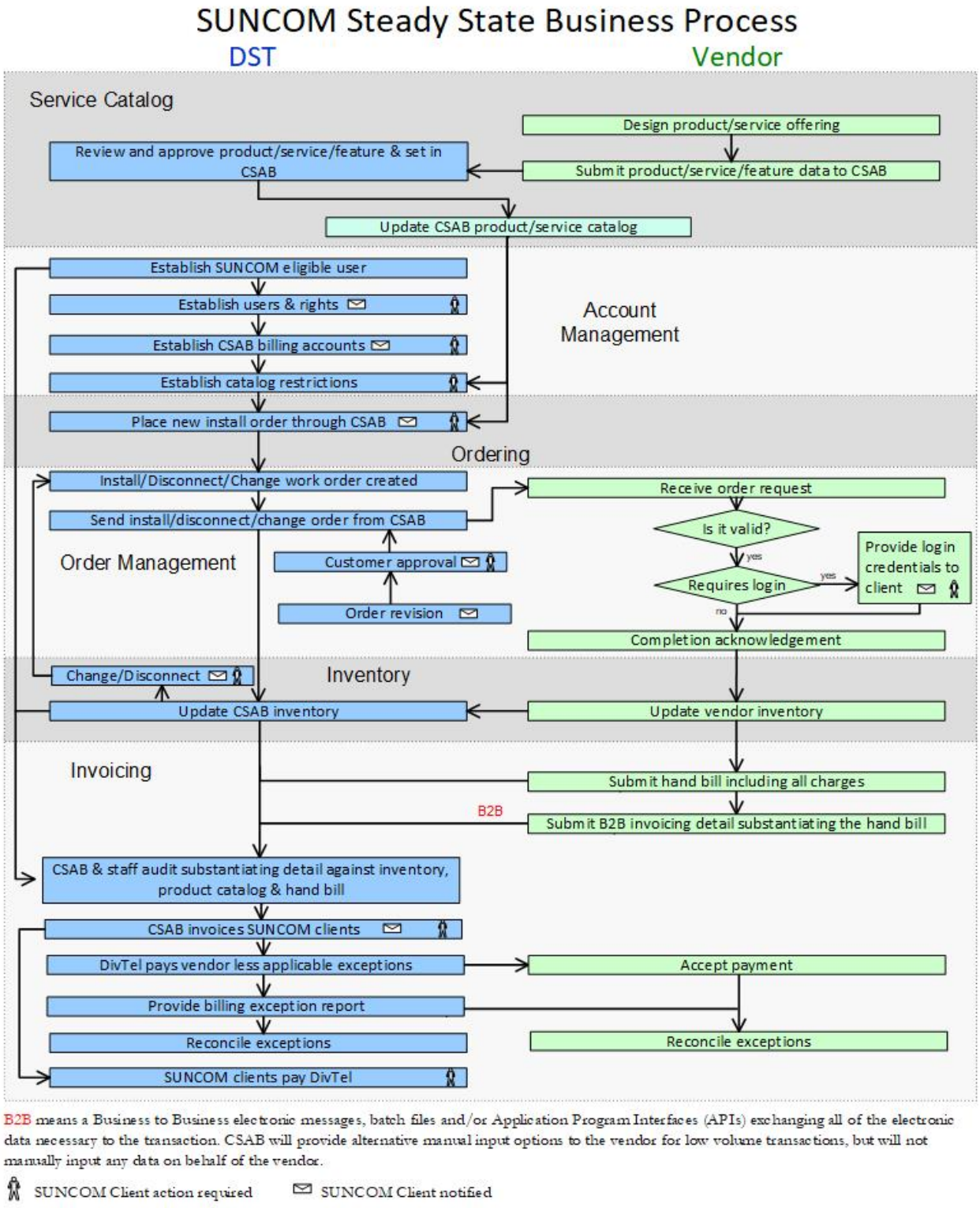
1. Establish and maintain Customer accounts.
2. Manage billing accounts.
3. View a comprehensive list of available MCS offerings.
4. Place orders.
5. View their complete inventory of services and invoices with associated and detailed charges.

For DMS-billed MCS accounts, the Contractor will bill DMS monthly for services rendered to all Customers and provide DMS with substantiating details in electronic files (for example, comma delimited). The Contractor will include in the substantiating detail charges with unique identifiers for each transaction (for metered services) and service account.

5.2 Communications Service Authorization and Billing Transaction Flowchart

The Contractor will use seven (7) Business-to-Business (B2B) transactions between DMS and Contractor, as depicted on the next page:

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B2B means a Business to Business electronic messages, batch files and/or Application Program Interfaces (APIs) exchanging all of the electronic data necessary to the transaction. CSAB will provide alternative manual input options to the vendor for low volume transactions, but will not manually input any data on behalf of the vendor.

SUNCOM Client action required SUNCOM Client notified

5.3 Communications Service Authorization and Billing – Official Record

CSAB is the authoritative source of all data. The CSAB system is the official record of the inventory and costs of SUNCOM services, including MCS. If the Contractor claims any inaccuracies in CSAB data, the data will be considered accurate unless substantially proven otherwise, at DMS' sole determination.

The Contractor shall not enable or ask DMS or Customers to input ordering and/or invoicing data into CSAB on behalf of the Contractor.

5.4 Communications Service Authorization and Billing - Interface with Contractor

The Contractor shall use Application Programming Interfaces (APIs) to implement transactions between CSAB and the Contractor. DMS will test and approve the interface prior to Contractor accepting orders for services and devices. The following requirements apply with regard to the Contractor's APIs with CSAB:

1. The Contractor's API enables data transfer between CSAB and the Contractor's system.
2. When data is sent from CSAB, the Contractor's API must send back an acknowledgement to CSAB.
3. The Contractor's API will perform functions automatically at near real-time.
4. The Contractor shall develop and maintain functional crosswalks between the Contractor's system and CSAB, which maps the data elements in CSAB to equivalent data elements in the Contractor's system. The Contractor will also support DMS' efforts to create functional crosswalks.
5. It is the Contractor's responsibility to ensure data has been received by CSAB, including resending data that has not been acknowledged by CSAB.
6. The Contractor shall provide a testing environment for quality assurance, accessible by DMS.

5.4.1 Batch Routines

The second method the Contractor shall utilize to implement transactions with CSAB is through batch routines, which are periodic exchanges of data files containing a large number of records. An example of a batch routine is monthly delivery of invoicing substantiation files (B2B-6), due to the large volume of data.

5.4.2 Manual Review and Data Entry by Contractor Staff

The third method the Contractor may utilize to implement transactions within CSAB is by manual review and data entry. The Contractor can use CSAB screens to view a submitted order from a Customer and mark that order as fulfilled, rather than use B2B-3 and B2B-4 transactions.

The Contractor shall only use manual review and data entry as a method of last resort and only with prior written approval by DMS Contract Manager. The Contractor shall not use manual review and data entry for invoicing substantiation (B2B-6).

5.5 Communications Service Authorization and Billing Service Catalog

MCS services and devices must be approved by DMS and entered into the CSAB Service Catalog prior to making them available for use or purchase by any Customer. DMS will have sole discretion over the CSAB Service Catalog and any updates.

The Contractor shall use the following three (3) types of charges for the billing of MCS services:

1. One-time charge: a single payment for a service or item (e.g., hardware installation).
2. Monthly charge: monthly fixed and recurring charge
3. Metered charge: incremental charge based strictly on usage of the service (e.g., data overage charges).

The Contractor shall comply with the requirements of Chapter 60FF-2, F.A.C., in its use of CSAB.

5.6 Taxes and Government Sanctioned Fees

The Department and Customers do not pay State or federal taxes. Taxes are defined here to include payments that the Contractor is required to collect by law and pay to public entities.

Government-sanctioned surcharges and fees, if the Customer is not exempt, must be collected by the Contractor and may be payable by the State. Any new or modified government-sanctioned surcharge or fee must be provided to DMS for review and approval. If approved, the Contractor can then submit a request to update the CSAB Service Catalog.

The standard process whereby the Contractor submits a request for inclusion of services in the CSAB Service Catalog and DMS approves them must be implemented for a new or modified surcharge or fee with the following additional requirements:

1. The catalog item must be tagged as a government-sanctioned surcharge or fee.
2. The description field provided by the Contractor must clearly identify the surcharge or fee.
3. The Contractor must provide the DMS Contract Manager with information sufficient for DMS to develop formulas that replicate the charges through calculations against invoicing substantiation data. The DMS Product Manager will approve the Contractor request if the update to the CSAB Service Catalog is in accord with the amendment.
4. The surcharge or fee must be billed at the inventory ID level and not billed as a lump sum.
5. The Contractor must give DMS advance notification of anticipated surcharge or fee changes with the DMS-approved effective date the charges will be incurred and the amount/percentage.

Non-government sanctioned surcharges and fees, such as activation fees and termination fees, are not chargeable under this Contract.

5.7 User Access Privileges for the Contractor

The Contractor's user CSAB access privileges must be approved and monitored by a Contractor-assigned CSAB Administrator. User access privileges allow the following functions:

1. Manually receive and closeout orders to the Contractor.
2. Review past orders submitted to the Contractor.
3. Review a robust set of inventory data for services provided by the Contractor.
4. Other access as allowed by DMS.

DMS reserves the right to terminate CSAB user access privileges of any Contractor staff without cause or notice.

5.8 Work Orders

Customer work orders are sent to the Contractor as B2B-3 transactions. The Contractor can log-in to CSAB as prompted by a CSAB email to see submitted orders. The Contractor is required to respond to the Customer with distinct B2B-4 fulfillment data for each item, or service, in a work order. Multiple item orders with only a single order number are not fulfilled until every item is delivered.

Some key data elements in addition to CSAB-assigned Inventory ID are:

1. Order ID – identifies a request for one (1) or more items. This ID is associated with everything in a "shopping cart" when a Customer "checks-out."
2. Work Order ID – is associated with each item request within an order that can be fulfilled separately from the rest of the order and requests action for one (1) Service Installation ID.
3. Installed Option ID – identifies the service, feature, or hardware from the CSAB Service Catalog that was requested in the work order.
4. Service Installation ID – identifies the service account resulting from order fulfillment. It is the unique inventory entry in CSAB and is equivalent to, but not the same as, distinct IDs used by Contractor to track status, usage and charges (e.g., circuit ID, phone number, hardware serial number, etc.).

The Contractor is required to provide all of the required fulfillment data in CSAB.

The Contractor shall not charge the Department for any orders from which key fields data, installation dates, or disconnect dates are missing or incorrect. The effective bill date cannot be more than forty-five (45) days from the date the order is closed. **Attachment C, SLA-G1.**

Some orders will include configuration data, including IP addresses, to enable establishing closed user groups on MFN.

5.9 Inventory

Every order, and many other actions related to MCS services, is permanently logged into CSAB. This inventory is a basis for DMS audits of Contractor charges; i.e., if a billed service is not in the inventory or the inventory shows it was not active during the invoicing period, DMS will dispute the charge. The CSAB inventory is also a useful tool for DMS, Customers, and Contractor to see what has been ordered, its status, location, cost, any associated comments, etc.

CSAB inventory is structured around key data elements. Inventory records are not valid without these key fields. CSAB by default has primacy when there are discrepancies between the inventories of the Contractor and CSAB.

The Contractor is required to maintain a corresponding inventory as a basis for invoicing DMS. Periodic reconciliation may be implemented between CSAB and the Contractor's inventory through B2B-5 transactions, at DMS' sole discretion. This will avoid waiting until the Contractor invoices DMS to discover these inconsistencies and having to resolve them through billing disputes. DMS will provide for an exchange of inventory data throughout the month using transaction B2B-4. There is no manual substitute for this process.

5.10 Invoicing Requirements

The Contractor will invoice DMS for all fulfilled orders based on a calendar month with invoices and electronic details submitted to DMS. **Attachment C, SLA-F1**. Invoices to DMS will consist of: 1) invoices for payment on an unchangeable format (e.g., paper) that reflect the total wholesale charges for the month (referred to herein as a, "handbill"), and 2) electronic detail files that substantiate all billable services. The total of substantiated detail charges must match the payment requests on each of the handbills. All credits due must be reflected on the invoice related to the first available billing cycle after the credit has been determined. Both the handbill and electronic files for the CSAB portion must be received no later than the 10th calendar day of each month.

5.11 Electronic Substantiating Detail File

The invoice substantiation file consists of electronic detail listing all billable services and activities with all unique IDs necessary to be auditable bases for all charges. The detail file must include all charge data on one-time purchases, active service periods, and incremental activities. All charges must be attributable to distinct identifiers for the services as negotiated in the CSAB Service Catalog, and each discrete charge must be distinguished by a service identifier. Metered charges must also include date/time stamps for each billing event and the dates of the billing cycle (start

and end). The file must be provided to DMS using a mutually agreed-upon, secured delivery method, and mutually agreed-upon format.

5.12 Audit of Contractor Invoices

DMS will audit invoices to validate all charges against the current inventory of provided services and the prices associated with the CSAB Service Catalog. If the electronic substantiating detail provided by the Contractor contains some errors but: a) is complete (i.e., contains all of the required data elements); b) substantially corresponds with the CSAB inventory and CSAB Service Catalog; and c) matches the handbill, then DMS will send an audit exception report (B2B-7) to the Contractor detailing any disputed charges. At this time, this is a manual process. At any time during the Contract term, this may become an electronic process, at DMS' sole discretion. DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within one (1) billing cycle from receipt of dispute. If Contractor has not resolved audit exceptions within one (1) billing cycle, the charges will be adjusted as determined by DMS.

5.13 Mandatory Interface with the Contractor

All work orders will be submitted to the Contractor via CSAB or similar system as deployed by DMS. Direct billed Customers will interface solely with the Contractor.

5.14 Properly Authorized Work Orders

No WDS will be provisioned unless the Contractor has a properly authorized work order submitted by DMS through CSAB. Direct billed Customers will interface solely with the Contractor.

5.15 General Billing Requirements

The Contractor will maintain a detailed database that uniquely identifies each pricing component. The CSAB Service Catalog contains unit prices and all qualifiers that are applied to unit prices in order to create an unambiguous database of WDS billable line items. A specific billing code shall have only one (1) unit amount.

5.16 Billing Start

The Contractor shall meet the following criteria to complete billing starts:

1. All bills should commence on the 1st and run through the end of the month based on the completion date. Fractional charges are based on the effective bill date.
2. The Contractor cannot retroactively bill for services received before the, the start date of a Purchase Order in MFMP, or is otherwise ordered by the Customer.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

6. Direct Ordering and Billing

This section is applicable to WVS and certain approved WDS items.

The Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM Customers in instances where a vendor or SUNCOM Contractor submitted an invoice directly to a SUNCOM Customer.

The Contractor will accept orders from Customers for all WVS devices, rate plans, and services through MFMP. All direct-billing will be done in accordance with Rule 60FF-2.007, F.A.C. The Contractor will cooperate with the Department and MFMP (and any authorized agent or successor entity to MFMP) to deliver direct-billed WVS devices, rate plans, and services.

The Contractor will work in cooperation with the MFMP vendor. All items available for purchase by any Customer that are listed on the most recent DMS-approved EUPL will be exhibited on the MFMP website as a Punchout catalog for Customers. The MFMP Punchout catalog shall be updated by the Contractor within one (1) Business Day of any updated EUPLs being posted on the Department's website. By acceptance of an MFMP purchase order, the Contractor agrees to all MFMP terms and conditions.

6.1 Services and Devices Sold to Direct-Billed Customers

The Contractor will not make any service or device available to any Customer that has not been approved by DMS. If a new service or device is approved, the Department will add the service or device to the EUPL and provide a SUNCOM price for the Contractor to market to Customers. The Contractor shall not display or represent any other prices to Customers.

6.2 Cost Recovery Rate

The Contractor will charge Customers the established rates, plus the SUNCOM Cost Recovery Rate (CRR). The CRR will be included on all monthly-recurring Contractor's charges and invoices.

The Department will be responsible for providing notification regarding the CRR to Customers. The Department will provide: i) notification on the MFMP website Punchout catalog, and ii) notification in a mutually agreeable format for OEUs not currently ordering through the MFMP website Punchout catalog.

The Contractor shall provide the Department with the CRR on all services sold to Customers that are direct-billed. The CRR will be assessed on the monthly recurring charges after all discounts, adjustments, and credits are taken into account. Additional charges, including but not limited to devices, taxes, surcharges, or regulatory fees, will not be included in the assessment of the CRR.

The Department may modify the CRR through a written amendment to the Contract with ninety (90) days prior written notice to the Contractor. If mutually agreed upon, modifications to the CRR may take effect earlier than the ninety (90) days.

The CRR will be the same for all Contractors providing MCS. In the event that the Department authorizes a Contractor to collect a lower CRR than on this Contract, the Department will incorporate the lower CRR into this Contract via amendment. The Contractor shall have sixty (60) calendar days after the amendment effective date to charge the CRR on the direct-billed invoices.

The Contractor will remit all funds collected pursuant to the CRR to the Department in the form of a quarterly check. The check will be accompanied with a complete Direct-Billed Quarterly Report. The check will be sent no more than forty-five (45) days after the end of the calendar quarter to cover the cost recovery amounts collected for the previous quarter. **Attachment C, SLA-G1**.

Fees collected for the CRR will be thirty (30) days in arrears after the billing month in which the charges are invoiced on the direct-billed invoice. The Contractor will be required to remit funds associated with this requirement only when payment has been collected from the Customers that are direct-billed under this Contract.

6.3 Contract Association on Direct-Billed Accounts

All direct-billed accounts established with Customers will include a corporate identifier for this Contract assigned by the Contractor in the billing system.

6.4 Monthly Reporting of Direct-Billed Accounts

The Contractor will provide reporting and auditing in accordance with Rule 60FF-2.005, F.A.C. Additionally, the Contractor will provide the Department with an accurate Direct-Billed Monthly Report in an Excel format via e-mail of all direct-billed accounts including, but not limited to: the Customer's billing account name, Customer corporate identifier, number of active lines, total amount of charges, and billing month. **Attachment C, SLA-G2**. This report will substantiate quarterly payments remitted to the Department. In the event a discrepancy is cited, the Contractor will have thirty (30) days from the date of bill close to provide the Department with the data necessary to reconcile the discrepancy. In the event the Contractor cannot substantiate the cited discrepancy, the Contractor will be responsible for payment of the disputed amount within thirty (30) days. Online reporting and auditing via the Contractor's portal may be appropriate, if it meets the requirements of this subsection and the reporting can be exported and saved by the Department. The format of the report is subject to DMS final approval.

6.5 Quarterly Reporting of Direct-Billed Accounts

On a quarterly basis, the Contractor will provide the Department a Direct-Billed Quarterly Report that aggregates utilization monthly reporting. **Attachment C, SLA-G3**. The report requirements are as follows:

1. The report must be in an Excel format sent via e-mail of all direct-billed accounts, which will include the Customers' aggregate utilization (minutes, data, and text) and billed amount by device type and billing month.
2. The report must contain information sufficient for the Department to independently verify and validate by Customer the utilization and billed amount by device type and billed amount and the cost recovery due to the Department.
3. The aggregate utilization reporting will not identify CPNI, such as but not limited to account names, subscriber number, or End-user level information for direct-billed Customers.
4. Online reporting and auditing via the Contractor's portal may be appropriate if it meets the requirements of this subsection and the reporting can be exported and saved by the Department.
5. The format of the report is subject to DMS final approval.

6.6 Customers Liability

Direct-billed Customers are solely liable for any performance, duties, payments, and responsibilities generated by their use of this Contract, fiscal or otherwise. As stated in Rule 60FF-2.007(3), F.A.C., "the Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM [Customers] in instances where a vendor or SUNCOM Provider submitted an invoice directly to SUNCOM [Customers]."

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Department of MANAGEMENT SERVICES
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Ron DeSantis, Governor
Jonathan R. Satter, Secretary

ATTACHMENT B

DRAFT CONTRACT

FOR

MOBILE COMMUNICATION SERVICES

CONTRACT NO: DMS-19/20-006

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

<<PARTY NAME>>

DRAFT CONTRACT

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Exhibits:

Exhibit A – Definitions and Acronyms
Exhibit B – Final Statement of Work, including:
    Exhibit 1 to Exhibit B – Final Service Level Agreements;
Exhibit C – Contractor's Pricing, including:
    Exhibit 1 to Exhibit C – Vendor's Services and Discounts Pricing
    Exhibit 2 to Exhibit C – Vendor's Device List
    Exhibit 3 to Exhibit C – Vendor's Services and Discounts Pricing, Public Safety <if applicable>
Exhibit D – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006
Exhibit E – Relevant Portions of the Contractor's Best and Final Offer to ITN DMS-19/20-006
Exhibit F – ITN DMS-19/20-006

CONTRACT

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and <INSERT VENDOR NAME> (Contractor) with offices at <insert address>, each a "Party" and collectively referred to herein as the "Parties."

The Parties enter into this Contract (Contract) in accordance with Chapters 282 and 287, Florida Statutes (F.S.), and with the negotiated terms and conditions of Invitation to Negotiate, DMS-19/20-006, Mobile Communication Services.

SECTION 1. CONTRACT TERM AND TERMINATION

1.1 Initial Term

The initial term of the Contract will be five (5) years and will begin on the date the Contract is signed by all Parties.

1.2 Renewal

Upon written agreement, the Department and the Contractor may renew the Contract, in whole or in part, for up to five (5) renewal years in accordance with section 287.057(13), F.S., and Rule 60A-1.048, Florida Administrative Code (F.A.C.).

1.3 Suspension of Work and Termination

1.3.1 Suspension of Work

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department may, at its sole discretion, suspend the Contract at any time, when in the best interest of the Department or Customer to do so. The Department or the Customer will provide the Contractor written notice outlining the particulars of suspension and the effective date of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the specified activities associated with the Contract. Within ninety (90) days, or any longer period agreed to by the Contractor, the Department will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract. Suspension of work will not entitle the Contractor to any additional compensation.

1.3.2 Termination for Convenience

The Contract may be terminated by the Department in whole or in part at any time, when, at the sole discretion of the Department, it is deemed to be in the best interest of the State of Florida to do so. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed, prior to the termination, for which costs can be substantiated. Such payment, however, may not exceed an amount which is the csame percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

1.3.3 Termination for Cause

If the performance of the Contractor is not in compliance with the Contract requirements the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

1.3.4 Termination Assistance

In case of termination, whether for cause or for convenience, the Contractor will provide prompt and thorough transition assistance and cooperation, including as specified in Subsection 3.24, Transition for Future Iterations of this Service, of the Statement of Work (SOW).

SECTION 2. CONTRACT DOCUMENTS AND HIERACHY

The Contract including any exhibits referred to herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. The Contract consists of the documents listed below, and in the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

1. This Final Contract document;
2. Attachment A – Definitions and Acronyms;
3. Attachment B – Final Statement of Work, including:
    a. Exhibit 1 – Final Service Level Agreements;
4. Attachment C – Contractor's Pricing, including:
    a. Exhibit 1 – Vendor's Services and Discounts Pricing
    b. Exhibit 2 – Vendor's Device List
    c. Exhibit 3 – Vendor's Services and Discounts Pricing, Public Safety <if applicable>
5. Attachment D – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006;
6. Attachment E – Relevant Portions of the Contractor's Best and Final Offer to ITN DMS-19/20-006; and
7. Attachment F – ITN DMS-19/20-006.

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000, is included herein by reference but is superseded in its entirety by the Contract.

SECTION 3. PAYMENT AND FEES

3.1 Price Adjustments

Pricing may be updated in accordance with SOW Section 1.5, Update Process to End User Price Lists and Vendor's Equipment List.

3.2 Price Decreases

During the term of the Contract (including renewal years), the Department encourages the Contractor to offer price decreases that are in line with increased efficiencies and added infrastructure enhancements. The Department reserves the right to further negotiate reduction in pricing for the renewal years. The following additional price decrease terms apply:

3.2.1 Volume Discounts

Contractor may offer additional discounts for one-time delivery of large single orders.

3.2.2 Preferred Pricing

The pricing included in the Contract is guaranteed, by the Contractor, to be a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Purchase Orders and Communication Service Authorizations

A Customer may use Purchase Orders (POs) issued through MyFloridaMarketPlace (MFMP) or Purchase Orders issued through the Communications Services Authorization and Billing (CSAB) system (known as Communication Service Authorizations (CSAs) to buy commodities or services. The Department may also issue POs or CSAs on behalf of Customers. The Contractor must provide commodities or services pursuant to POs or CSAs. The PO or CSA period of performance survives the expiration of the Contract. All terms and conditions of the Contract will be incorporated into the PO or CSA and will survive the termination of the Contract. The duration of POs or CSAs must not exceed the expiration of the Contract by more than twelve (12) months, unless they have been entered into pursuant to an Extended Pricing Plan, in which case they may not exceed the expiration of the Contract by more than thirty-six (36) months. Extended Pricing Plans are discounted prices offered in exchange for a Customer's commitment to lease commodities or purchase contractual services for an extended time.

3.4 Payment Invoicing

Payment will be made in accordance with section 215.422, F.S. The Contractor will be paid upon submittal of an invoice to the Department, or Customer if direct billed, after delivery and acceptance of commodities or contractual services is confirmed and the invoice is accepted by the Customer. The Contractor shall submit invoices for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit, and invoices must include the Contract number and the Contractor's Federal Employer Identification Number. The Department reserves the right to request additional documentation as needed, and Contractor will follow all invoice directives in the SOW and this Contract document.

The Contractor shall have a "No Shut Off" policy for all State agency Customer accounts. Contractor shall identify/flag all State agency Customer accounts as "Government Accounts" for which service will not be interrupted due to an outstanding balance, disputed amount owed, or late payments due.

3.5 Travel

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and, if authorized, may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation

Pursuant to section 287.0582, F.S., the Department's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department, has instituted MFMP, a statewide eProcurement system. Pursuant to section 287.057(22), F.S., all payments issued by Customers to the Contractor for purchases of commodities or contractual services will be assessed a Transaction Fee as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law, which the Contractor shall pay to the State.

For payments within the State of Florida accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to subsection (2) of Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State of Florida or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in breach. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

3.8 Taxes

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida law.

3.9 Return of Funds

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT ADMINISTRATION

4.1 Department's Contract Administrator

The Department's Contract Administrator, whose primary responsibility will be to maintain the Contract file, is as follows:

Jane Doe
<Insert division>
<Insert agency>
<Insert physical address>
Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxx.com

In the event that the Department changes the Department's Contract Administrator, the Department will notify the Contractor's Contract Manager in writing via email and document such in the Contract file. Such changes do not require a formal written amendment to the Contract.

4.2 Department's Contract Manager

The Department's Contract Manager, who is primarily responsible for enforcing the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Jane Doe
<Insert division>
<Insert agency>
<Insert physical address>
Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxx.com

In the event that the Department changes the Department's Contract Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.3 Department's Product Manager

The Department's Product Manager, who is primarily responsible for monitoring the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Jane Doe
<Insert division>
<Insert agency>
<Insert physical address>
Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxx.com

In the event that the Department changes the Department's Product Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.4 Contractor's Contract Manager

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be as follows:

Jane Doe
<Insert Contractor name>
<Insert Contractor's physical address>

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Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxx.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such a change does not require a formal written amendment to the Contract.

4.5 Contractor's Account Manager

The Contractor's Account Manager, who will serve as a liaison with the Department's Contract Administrator, will be as follows:

Jane Doe
<Insert Contractor name>
<Insert Contractor physical address>
Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxxx.com

In the event that the Contractor changes its Account Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such changes do not require a formal written amendment to the Contract.

SECTION 5. CONTRACT MANAGEMENT

5.1 Notices

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, reputable air courier service, email, or personal delivery, or as otherwise identified herein or by the Department.

5.2 Change Request

The Department's Contract Manager may authorize operational changes to services and infrastructure that do not have a pricing impact (non-billable changes) via a change request. Such authorized operational changes do not require a Contract amendment but will be memorialized in writing and placed in the Contract Mangers' files. The Department reserves the right to make the final determination if a change request or Contract amendment is required. Any change that would allow the Contractor to offer less of any deliverable, including commodities, services, technology, or software, requires a Contract amendment. Vendor's Equipment List and End User Price List updates must be made in accordance with SOW Section 1.5, End User Price Lists (EUPLs) and Vendor's Device List, and may not require an amendment or change request.

5.3 Diversity Reporting

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the

name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

5.4 Designated Centralized Nonprofit Agency

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated centralized nonprofit agency and the commodities or contractual services it offers is available at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/(contractType)/4577.

5.5 PRIDE

Subject to the agency determination provided for in sections 946.515 and 287.042(1), F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 6. COMPLIANCE WITH LAWS

6.1 Conduct of Business

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. These may include, but are not limited to, Chapters 282 and 287, F.S., Subtitle 60FF, F.A.C., the Communications Assistance for Law Enforcement Act, the Payment Card Industry DSS, IRS Publication

1045, Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act (HIPAA) (including executing any Business Associate Agreements as requested by Customers), and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The Contractor must comply with and must assist the Department and Customers with compliance with Subtitle 60FF, F.A.C., (and Subtitle 60GG, F.A.C., if applicable).

6.2 Dispute Resolution, Governing Law, and Venue

Any dispute concerning performance of the Contract shall be decided by the Department's Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Department's Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

6.3 Department of State, Registration

Consistent with Chapters 605 through 623, F.S., the Contractor must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

6.4 Suspended, Convicted, and Discriminatory Vendor Lists

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List during the term of the Contract.

6.5 Scrutinized Companies—Termination by the Department

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Notwithstanding the foregoing, the Parties are aware of the Eleventh Circuit Court's decision *in Odbrecht Constr. v. Sec'y*, Fla. DOT, 715 F.3d 1268 (11th Cir. Fla. 2013), and agree that the provisions of sections 287.135(1)-(5), F.S., pertaining to a company engaged in business operations in Cuba or Syria shall not apply to this Contract unless and until the Eleventh Circuit Court's decision in *Odebrecht Constr. v. Sec'y*, Fla.DOT, 715 F.3d 1268 (11th Cir. Fla. 2013) is overturned.

6.6 Cooperation with Inspector General

Pursuant to section 20.055(5), F.S., Contractor, and its subcontractors, if any, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

6.7 E-Verify

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction, where applicable. The Contractor must require all subcontractors to similarly provide Workers' Compensation Insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance

The Contractor shall maintain insurance sufficient to adequately protect the Department and Customers from all claims or liability for personal injury or property damage arising out of, resulting from the performance of, or in connection with the operation of, the Contract. All insurance shall be with insurers authorized to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide the Department with Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured within thirty (30) days after Contract execution and on the Contract anniversary date each year of the Contract.

The Contractor must submit via email, to the Department's Contract Manager, notice of any cancellation or nonrenewal at least ten (10) calendar days prior to cancellation or nonrenewal. In the event of cancellation or nonrenewal, the Contractor will be responsible for securing a replacement insurance policy in accordance with this section within thirty (30) Business Days after the final date of the cancelled or nonrenewed policy.

7.3 Indemnification

The Contractor agrees to indemnify, defend, and hold the Department, Customers, and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY

8.1 Public Records

Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of the Department, as provided in section 119.0701, F.S., the Contractor shall:

1. Keep and maintain public records required by the Department to perform the service.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the Department.
4. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

8.2 Protection of Trade Secrets or Confidential Information

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or any other applicable law, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

8.3 Document Management and Record Retention

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were

made in relation to the Contract, including those required by Section 6.6, Cooperation with Inspector General. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at:http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

8.4 Intellectual Property

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department or the Customer will be owned by the State of Florida at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with the Contract.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY REQUIREMENTS

9.1 Duty to Secure State Data

The Contractor will maintain the security of State Data, including, but not limited to, keeping a secure area around any displayed or otherwise visible State Data and ensuring such data is stored and secured when not in use. The Contractor will be responsible for ensuring that all Persons it contracts with to maintain, store, or process State Data on its behalf will comply with all data security requirements of this section. The Contractor will also comply with any other State or federal rules and regulations regarding security of information. The State will remain the owner of all State Data and any other data made available by the State to the Contractor pursuant to this Contract.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services under this Contract from outside of the United States. The Contractor will not allow, through its action or inaction, any State Data to be sent by any medium, transmitted, or to be Accessed outside of the United States.

The Contractor shall comply with section 501.171, F.S. Additionally, the Contractor shall reimburse the Department for any costs incurred providing the notifications required by subsections 501.171(3) and (4), F.S., if the Contractor is responsible for a breach. For purposes of this paragraph, “breach,” is as defined in section 501.171(1)(a), F.S.

9.2 State Data Access

The Contractor shall retain a list of all Persons, as defined in Attachment E – Definitions and Acronyms, with Access to State Data, including a statement confirming that each Person has passed the background screening required herein. This statement shall not include the substance of the screening results, only that the Person has passed the screening.

The Contractor shall create a written policy for the protection of State Data, including a policy and procedure for Access to State Data. The Contractor shall retain the policy and information required in this subsection in accordance with Section 8.3, Document Management and Record Retention. The documents are subject to disclosure within thirty-six hours upon written or oral demand by the Department or its designated agents or auditors and are subject to audit and screening.

The Contractor shall document and record, with respect to each instance of Access to State Data:

1. The identity of all individual(s) who Accessed State Data in any way, whether those individuals are authorized Persons or not;
2. The duration of the individual(s)' Access, including the time and date at which the Access began and ended;
3. The identity, form, and extent of State Data Accessed, including, but not limited to, whether the individual Accessed partial or redacted versions of State Data, read-only versions of State Data, or editable versions of State Data; and
4. The nature of the Access, including whether the State Data was edited or shared with any other individual or entity during the duration of the Access, and, if so, the identity of the individual or entity.

The damages that would result from the Contractor's failure to compile, retain, and disclose the written policy and information required in this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The Contractor therefore agrees to credit the Department the sum of $10,000 for each breach of this subsection. The parties acknowledge that these credits are liquidated damages, exclusive of any other right to damages, not intended to be a penalty, and solely intended to compensate for unknown and unascertainable damages.

9.3 Violations of Data Security Requirements

A "Security Breach" in this Section 9 means an unauthorized Access of State Data. Good faith Access of State Data by a Person, as defined in Attachment E – Definitions and Acronyms, does not constitute a security breach, provided that the information is not used for a purpose unrelated to the furtherance of the Contract or subject to further unauthorized Access. However, unauthorized Access includes incidents where Persons with authorized Access for certain purposes otherwise gain Access for unauthorized purposes.

The Contractor agrees that a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, will entitle the State to a credit commensurate with the Department and Customer's internal staffing and administrative costs associated with managing the Security Breach or violation of Section 9.1, Duty to Secure State Data, as determined by the Department. Such credits will not preclude the State from recovering other damages

it may suffer as a result of the Security Breach or violation of Section 9.1, Duty to Secure State Data.

9.4 Notification Requirements

In the event of a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, or a credible allegation or suspicion of a Security Breach or violation of Section 9.1, Duty to Secure State Data (as determined by the Contractor or the Department), the Contractor must notify the Department's Contract Manager and the affected Customer as expeditiously as practicable, but in all instances no later than one (1) calendar day of knowledge of the Security Breach or credible allegation or suspicion of such.

Notification is required regardless of the number of persons or type of State Data affected or potentially affected. The notification must be clear and conspicuous and include a description of the following:

1. The incident in general terms;
2. The type of information that was subject to the violations of Section 9.1, Duty to Secure State Data, or credible allegation or suspicion of Security Breach;
3. The type and number of entities and individuals who were, or potentially have been, affected by the incident; and
4. The actions taken by the Contractor to protect the State Data from further unauthorized Access. However, the description of those actions in the notice may be general so as not to further increase the risk or severity of the Security Breach.

The Contractor must also as expeditiously as practicable, but no later than thirty-six hours from the time of discovery, set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30) minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information about the Security Breach or suspected Security Breach must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all remedial actions of the Contractor.

9.5 Other Indemnifications and Credit Monitoring

The Contractor shall be fully liable for the actions of all Persons, as defined in Attachment E – Definitions and Acronyms, and shall fully defend, indemnify, and hold harmless the Department, Customers, the State of Florida, its officers, directors and employees from any claims, suits, actions, damages, proceedings, and costs of every name and description, including attorney's fees, to the extent arising or resulting from a violation by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, of Section 9, Data Security, and Section 13, Background Screening and Security, resulting in the Security Breach of State Data. The Contractor shall provide credit monitoring services at its own cost for those individuals affected or potentially affected by a Security Breach of these sections by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, for a twelve-month period of time following the Security Breach.

SECTION 10. GRATUITIES AND LOBBYING

10.1 Gratuities

The Contractor will not, in connection with the Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying

Funds provided under this Contract shall not be used to violate the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING

11.1 Performance Standards

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiencies and Service Level Agreements

Service Level Agreements (SLAs) dictate the levels of service delivery for individual services. The parties acknowledge that these SLAs contain financial consequences, as required by section 287.058, F.S., are exclusive of any other right to damages, and are not intended to be a penalty. The Contractor therefore agrees to credit the Department consistently with the Contract, including as set forth in Attachment C - Service Level Agreements. Financial consequences that are due to a Customer after the completion of service, or exceed any payment due to the Contractor, shall be submitted by check rather than as a credit.

One, multiple, or recurring violations of a SLA may be considered a breach of the Contract and may result in a suspension or cancellation of PO(s) or CSA(s). The Department reserves the right to determine when violation(s) of SLAs constitute a breach of the Contract or will result in a suspension or cancellation of PO(s) or CSA(s). The Department's determination of a breach of the Contract or suspension or cancellation of PO(s) or CSA(s) will depend on the number and severity of the SLA violation(s), disruption to service, Contractor's response, and other factors.

In addition to the processes set forth in the Contract (e.g., SLAs), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor. The correction must be made within a timeframe specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount and may suspend or cancel PO(s) or CSA(s) or may suspend work or terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies and the Department may suspend or cancel PO(s) or CSA(s) or may terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination.

11.3 Timely Performance

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to

commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS

12.1 Performance or Compliance Audits

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to the Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit

Records of costs incurred under terms of the Contract will be maintained in accordance with Subsection 8.3, Document Management and Record Retention. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY

All Contractor employees, subcontractors and agents performing work under the Contract must comply with all security and other requirements of the Department or the Customer.

13.1 Background Screening

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person, hereinafter referred to as "Person" or "Persons," operating under its direction with Access to State Data or who enter either the premises or facilities where State Data is stored or accessible. Contractor is not required to conduct the aforementioned background screening of a Person if that Person does not have Access to State Data and if that Person, whenever on Customer premises or facilities, is escorted by Customer authorized personnel.

The Contractor warrants that all Persons will have passed the background screening described herein before they have Access to State Data or begin performing services

under the Contract. The look-back period for such background screenings shall be for a minimum of six (6) years where six (6) years of historical information is available.

The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

1. Social Security Number Trace; and
2. Criminal Records (Federal, State, and County criminal felony and misdemeanor, national criminal database for all states which make such information available).

The Contractor agrees that each Person will be screened as a condition prior to performing services or having Access to State Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor will maintain documentation of the screening in the Person's employment file. The Contractor will abide by all applicable laws, rules, and regulations including, but not limited to, the Fair Credit Reporting Act and/ any equal opportunity laws, rules, regulations, or ordinances.

13.2 Disqualifying Offenses

If at any time it is determined that a Person has a criminal misdemeanor or felony record, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict), within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with Access to State Data or directly performing services under the Contract. The disqualifying offenses are as follows:

1. Computer related crimes
2. Information technology crimes;
3. Fraudulent practices;
4. False pretenses;
5. Fraud;
6. Credit card crimes;
7. Forgery;
8. Counterfeiting;
9. Violations involving checks or drafts;
10. Misuse of medical or personnel records; and
11. Felony theft.

If the Contractor finds a Disqualifying Offense for a Person within the last six (6) years from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have Access to State Data. The Contractor will consider the following factors only in making the determination: i) nature and gravity of the offense, ii) the amount of time that lapsed since the offense, iii) the rehabilitation efforts of the Person, and iv) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed Access to State Data, then Contractor shall maintain all criminal background screening information and the rationale for such Access in the Person's employment file. The Contractor will promptly notify the Department of any determinations

made pursuant to this subsection. The Department reserves the right to require removal of any Persons from performing work on the Contract for any reason.

13.2.1 Refresh Screening

The Contractor will ensure that all background screening will be refreshed every five (5) years from the time initially performed for each Person during the term of the Contract.

13.2.2 Self-Disclosure

The Contractor shall ensure that all Persons have a responsibility to self-report within three (3) calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person Access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the Person complete an annual certification that they have not received any additional criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the Disqualifying Offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all Persons have a responsibility to self-report to the Contractor within three (3) calendar days, any arrest for any Disqualifying Offense. The Contractor shall notify the Department's Contract Manager within twenty-four (24) hours of all details concerning any reported arrest.

13.3 Department's Ability to Audit Screening Compliance and Inspect Locations

The Department reserves the right to audit the Contractor's background screening process upon two (2) days prior written notice to the Contractor during the term of the Contract. The Department will have the right to inspect the Contractor's working area, computer systems, and/or location upon two (2) Business Days prior written notice to the Contractor to ensure that Access to State Data is secure and in compliance with the Contract and all applicable state and federal rules and regulations.

SECTION 14. COMMUNICATIONS AND CONFIDENTIALITY

14.1 Public Statements

The Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements or publicly disseminate any information which concern the Contract or its subject matter, including, but not limited to:

1. disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract,
2. use any statement attributable to the Department or its employees,
3. mentioning the Contract in a press release or other promotional material, or
4. otherwise linking Contractor's name and either a description of the Contract or the name of the State, the Department or any Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. If provided, the Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

The Contractor will not use the State of Florida seal, name, or logo of the Department or State of Florida, or Contractor's relationship to the Department for any purpose without the prior written consent of the Department.

The Contractor may refer to the Contract as an experience citation with other customers without prior approval.

The Contractor shall have the following obligations with respect to the marketing of this Contract to any Customers:

1. To use its commercially reasonable best efforts to further the promotion, advertising, and marketing of services available under this Contract; and
2. To promote the utilization of this Contract to Other Eligible Users in favor of any other cooperative purchasing contract for similar services.

14.2 Confidential Information

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to Chapter 119, F.S., and sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 15. LICENSING

All services shall include all required licenses for Customers to utilize the services at no additional cost to the Customer. All third-party license costs for Contractor-provided hardware and software shall be the responsibility of the Contractor. The Contract will take precedence over any and all End User License Agreement conflicting terms. Any provisions in an End User License Agreement that require the Department to indemnify the Contractor are inapplicable.

Additional terms affixed to products or services prior to delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, serviceagreements, end user agreements, "clickwrap" agreements, "shrink wrap", "browserwrap",or terms accompanying or affixed to a product or service, whether written or electronic) incorporated onto the Contractor's or subcontractor's order or fiscal forms or other documents forwarded by the Contractor for payment will not be binding on the Department or Customer unless negotiated and agreed to in writing as specified in this section. A Customer may agree to additional terms and conditions specific to the Customer's order that are jointly negotiated and explicitly agreed upon by the Customer. A Customer's acceptance of a product or service or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute an acceptance of the Contractor's or subcontractor's proposed modification to terms and conditions or an agreement to modify or

add additional terms to this Contract. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

SECTION 16. PERFORMANCE BOND

Within thirty (30) days of Contract execution, Contractor will deliver to the Department's Contract Manager a performance bond in the amount of $500,000 (five hundred thousand). This shall also apply to any renewal years. The bond shall name the Department as the beneficiary and will be used to guarantee satisfactory performance by the Contractor throughout the term of the Contract.

1. The performance bond shall be maintained throughout the term of the Contract. The performance bond must be issued by an acceptable surety company, as determined by the Department, and which surety must be licensed to do business in the State of Florida. The insurer or bonding company shall pay losses suffered by the State of Florida directly to the Department.
2. The Contractor and insurer or bonding company shall provide the Department prior written notice or immediate notice upon knowledge of any attempt to cancel or to make any other material change in the status, coverage, or scope of the performance bond, or of the Contractor's failure to pay bond premiums.
3. The Department shall not be responsible for any premiums or assessments on or in relation to the performance bond.
4. The performance bond is to protect the Department and the State against any loss sustained through failure of the Contractor's performance in accordance with the Contract. No payments shall be made to the Contractor until the performance bond is in place and approved by the Department in writing.
5. Within thirty (30) days of Contract execution, and by Contract execution anniversary each year following, the Contractor shall provide the Department with a surety bond continuation certificate or other acceptable verification that the performance bond is valid and has been renewed for an additional year.
6. The performance bond provided under this section shall be used solely to the extent necessary to satisfy the damage claims made by the State of Florida pursuant to the terms of the Contract. In no event shall the performance bond be construed as a penalty bond.
7. No sooner than two (2) years after Contract execution, if it is in the best interest of the State of Florida, as determined by the Department, the Contractor's performance bond may be reduced for the remainder of the term. This reduction shall require an amendment to the Contract with the agreement of both parties.

SECTION 17. CUSTOMER OF RECORD

The Department is considered the Customer of Record for all services for the purposes of the Federal Communications Commission and Customer Proprietary Network Information.

SECTION 18. SPECIFIC APPROPRIATION

The following is the specific State fund from which the State will make payment under the first year of the Contract:

General Appropriations Act (Florida Law)
2909 SPECIAL CATEGORIES
CENTREX AND SUNCOM PAYMENTS FROM COMMUNICATIONS WORKING CAPITAL TRUST FUND

SECTION 19. MISCELLANEOUS

19.1 Warranty of Contractor's Ability to Perform

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government.

The Contractor shall notify the Department of any regulatory or legal actions filed by any federal, state, or local government entity and any other litigation that could impact the Contractor's ability to perform under this Contract within thirty (30) days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within thirty (30) days of the action being filed. Failure to notify the Department of a legal action within thirty (30) days of the action will be grounds for termination for cause of the Contract.

The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

19.2 Subcontractors, Affiliates, Partners, Teammates, Third-Party Vendors

The Contractor is fully responsible for satisfactory completion of all subcontracted work, including work by affiliates, partners, teammates, and all other third-party vendors, in accordance with the terms and conditions of the Contract.

19.3 Assignment

The Contractor will not sell, assign, or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign the same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

19.4 Independent Contractor

The Contractor is an independent contractor. The Contractor and its employees, agents, representatives, and subcontractors, affiliates, partners, teammates, and all other third-party vendors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or

conduct of the Contractor or its employees, agents, representatives, or subcontractors, affiliates, partners, teammates, and all other third-party vendors.

19.5 Risk of Loss

Matters of inspection and approval are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity, Contractor will remove the commodity from the premises within ten (10) days after notification of rejection, and the risk of loss will remain with the Contractor.

Commodities not removed by the Contractor within ten (10) days will be deemed abandoned by the Contractor and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

19.6 Safety Standards

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

19.7 Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

19.8 Time is of the Essence

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

19.9 Waiver

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

19.10 Modification and Severability

With the exception of the process described in Section 5.2, Change Requests, this Contract may only be modified by a written agreement signed by the Department and the Contractor.

Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

Attachment C
Service Level Agreements (SLAs)

Service Category	SLA Number	Deliverable Title	Performance Metric	Financial Consequence All calendar days, unless otherwise stated	Additional SLA Clock Information
Contractor Staffing	SLA-A1	Staffing Positions	a) Key staff positions will be filled within thirty (30) days from Contract execution, in accordance with SOW subsection 2.1 b) Key staff positions will be filled within ninety (90) days of vacancy or within the timeframe established by the Department after a waiver of the ninety (90) day requirement, in accordance with SOW subsection 2.1 c) DMS must receive a notification of a vacancy of a key staff position within fourteen (14) days of the vacancy, in accordance with SOW subsection 2.1	a) $250 per day, per vacancy b) $250 per day, per vacancy c) $250 per day, per incident	a) Should DMS invoke the right to review and approve candidates for key staff positions, the SLA clock will be suspended during the DMS review. b) Should DMS invoke the right to review and approve candidates for key staff positions, the SLA clock will be suspended during the DMS review. c) N/A
	SLA-A2	Final Staffing Organizational Chart	The final Staffing Organizational Chart shall be submitted to the Department no later than thirty (30) days from Contract execution, in accordance with SOW subsection 2.1	$1,000 per day	

Services and Devices for Mobile Communication Services	SLA-B1	Network-to-Network Interconnection Failover	Failover successfully accomplished within 500 seconds, in accordance with SOW subsection 3.6	$5,000 per connectivity issue incidence $5,000 per quarter hour if the failover is not successful and results in downtime of longer than 500 seconds	The SLA is measured by the Contractor's equipment or system logs. The SLA clock starts when the logs indicate the loss of interconnectivity. The SLA clock stops when the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover.
	SLA-B2	Network-to-Network Interconnection Performance Upgrade with MyFloridaNet	Required capacity upgrade must be completed within sixty (60) days, in accordance with SOW subsection 3.6	$3,000 per day	The SLA clock starts when an upgrade is needed as shown and documented in the Contractor's monitoring tools. The SLA clock is on hold during DMS verification of the upgrade. The SLA clock stops when the required capacity upgrade has been accepted by DMS.

	SLA-B3	SLA Compliance Report	The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.18.5	$1,000 per day	
	SLA-B4	Escalation Activity Report	The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.19.1	$1,000 per day	
	SLA-B5	Zero Usage Report	The report will be provided quarterly and provided two (2) Business Days before the January, April, July, and October monthly operational meeting, in accordance with SOW subsection 3.19.2	$1,000 per day	
	SLA-B6	Escalation Procedure Development and Updates	Developed within thirty (30) days of Contract execution, in accordance with SOW subsection 3.19.3 and section 4. Updated within three (3) Business Days of email notification from DMS.	$1,000 per day until developed or until updated	
	SLA-B7	Notification, Planned Maintenance	Notification received two (2) Business Days prior to any planned maintenance, in accordance with SOW subsection 3.20.4 and section 4	$2,500 per failure to notify	The SLA is measured by the Contractor's logs and emails. The SLA applies automatically two (2) Business Days prior to any planned maintenance for which notice is not provided.

	SLA-B8	Notification, Emergency Maintenance	Notification received at least thirty (30) minutes prior to the emergency maintenance, in accordance with SOW subsection 3.19.4 and section 4	$2,500 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies thirty (30) minutes prior to any emergency maintenance for which notice is not provided.
	SLA-B9	Notification, Unplanned Maintenance	Notification received within two (2) hours of the unplanned maintenance, in accordance with SOW subsection 3.19.4 and section 4	$2,500 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies two (2) hours after any unplanned maintenance for which notice is not provided.

	SLA-B10	Migration of Existing Customers	Customer migration will be completed within one-hundred and twenty (120) days of completion of the Services Infrastructure Checklist, in accordance with SOW subsection 3.23	$3.00 per day, and per wireless data/voice device, until completed	The SLA clock stops for incumbent Contractors when all End-users are identified as either migrated or no longer receiving services from the Contractor. The SLA clock stops for non-incumbent Contractors when all End-users identified as purchasing services from the non-incumbent Contractor are migrated.
Contractor Meetings with DMS	SLA-C1	Project Management Monthly Review Meeting	A Project Management Monthly Review Meeting must be conducted within fifteen (15) days of acceptance of the Project Charter and monthly thereafter, in accordance with SOW subsection 3.25.3.	$250 per day	The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.
	SLA-C2	Project Implementation Phase - Project Kickoff Meeting	A Project Kickoff Meeting must be conducted within fifteen (15) days of acceptance of the Project Charter, in accordance with SOW subsection 3.25.4.	$250 per day	The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.
Project Management	SLA-D1	Project Charter	A Project Charter is due within four (4) weeks of Contract execution, in accordance with SOW subsection 3.26.1.1	$1,000 per day	

	SLA-D2	Project Management Plan	A Project Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.2	$1,000 per day	
	SLA-D3	Readiness Plan	A Readiness Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.3	$1000 per day	
	SLA-D4	Communications Management Plan	A Communications Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.4	$1000 per day	
	SLA-D5	Risk Management Plan	A Risk Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.5	$1000 per day	
	SLA-D6	Requirements Management Plan	A Requirements Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.6	$1000 per day	
	SLA-D7	Disaster Recovery Plan	A Disaster Recovery Plan is due within three (3) months of Contract execution, in accordance with SOW subsection 3.26.1.7	$1,000 per day	
	SLA-D8	Project Management Implementation Phase Schedule	After acceptance of the Project Charter, a Project Management Implementation Phase Schedule is due every two (2) weeks by noon ET on Fridays, in accordance with SOW subsection 3.26.2.1	$250 per day	

	SLA-D9	Project Management Tracking Logs	Project Management Tracking Logs must be submitted within two (2) weeks after the Project Kickoff Meeting and every two (2) weeks thereafter, in accordance with SOW subsection 3.26.2.2	$250 per day	
	SLA-D10	Project Status Reports	Project Status Reports must be submitted within two (2) weeks after the Project Kickoff Meeting and every two (2) weeks thereafter, in accordance with SOW subsection 3.26.2.3	$250 per day	
	SLA-D11	Guides	Guides must be provided within three (3) months of Contract execution and within one (1) week, or as otherwise specified by DMS, upon requested updates, in accordance with SOW subsection 3.26.3	$250 per day	
	SLA-D12	Project Closure Documentation	Project Closure Documentation must be provided within one (1) month from the close of the Project Implementation Phase, in accordance with SOW subsection 3.26.4	$250 per day	
	SLA-D13	Implementation Plan	A Project Implementation Plan must be provided within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.5.1	$1,000 per day	
	SLA-D14	Incumbent Contractor Weekly Migration Report	An Incumbent Contractor Weekly Migration Report is due each week during implementation, in accordance with SOW subsection 3.26.5.1.b	$1,000 per day	

	SLA-D15	Non-incumbent Contractor Weekly Migration Report	A Non-Incumbent Contractor Weekly Migration Report is due each week during implementation, in accordance with SOW subsection 3.26.5.1.c	$1,000 per day	
	SLA-D16	Individual Customer Specific Migration Plans	Individual Customer-Specific Migration Plans must be provided within four (4) weeks of written notification of the requirement, in accordance with SOW subsection 3.26.5.2	$500 per day	
	SLA-D17	Services Infrastructure Checklist	The Services Infrastructure Checklist must have all items completed and be accepted by the Department within the timeline agreed to in writing in the Implementation and Migration Plan, in accordance with SOW subsection 3.27	$10,000 per day	
Public Safety	SLA-E1	Public Safety Service Plans and Devices Report	The Public Safety Service Plans and Devices Report will be provided monthly, two (2) Business Days before the Monthly Operational Meeting, in accordance with SOW section 4.7	$1,000 per day	
Business Operations	SLA-F1	Invoicing	Complete and accurate invoices must be submitted no later than the 10th day of the month for services in arrears, in accordance with SOW subsection 5.10	$1,000 per day	The SLA clock stops when the timestamp for when the complete and accurate electronic billing file is submitted to the Department.
	SLA-F2	Application of Billing Credits	Apply each credit in the first available billing cycle after the credit has been determined, in accordance with SOW subsection 5.10	$1,000 per day	The SLA clock stops based upon the timestamp for when the complete and accurate electronic billing file is submitted to the Department.

Direct Ordering and Billing	SLA-G1	Cost Recovery Payment to DMS	An electronic Cost Recovery Payment will be provided within forty-five (45) days after the end of the calendar quarter to cover the fees collected for the previous quarter, in accordance with SOW subsection 6.2	$1,000 per day	The SLA clock stops the date the check is deposited into the DMS account.
	SLA-G2	Direct-Billed Accounts Monthly Report	A Direct-Billed Accounts Monthly Report will be provided no later than the 15th of the month on all direct-billed accounts, in accordance with SOW subsection 6.4	$1,000 per day	
	SLA-G3	Direct-Billed Accounts Quarterly Report	A Direct-Billed Accounts Quarterly Report will be provided no later than the 15th of the month on all direct-billed accounts, in accordance with SOW subsection 6.5	$1,000 per day	



Mobile Communications Services

Business Case

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1 Executive Summary

1.1 Purpose

The Department of Management Services (Department) has gathered information needed for the Department and key stakeholders to make an informed decision related to the Department's options for the procurement of the next generation of mobile communication services (MCS). The goal of the information gathering was to develop a business case providing a recommendation for the best and most appropriate business model and procurement options that provide long-term value to the state.

Inspired Technologies, Inc. was contracted to assist the Department's development of this business case in accordance with Section 287.0571, Florida Statutes (F.S.). The statute requires a business case to evaluate feasibility, cost-effectiveness, and efficiency before the state agency proceeds with any outsourcing of services.

This business case focuses specifically on three key elements of MCS: (1) current technology options for mobile communication services in parallel with the State needs; (2) data analysis on industry business models which are optimal for next generation MCS; and (3) best practice recommendations for implementation of such technology and the appropriate business model. The current MCS contracts are with multiple service providers to provide wireless voice and data services and equipment, including data cards, tablets, telemetry devices, feature phones, smartphones, and Push to Talk (PTT) phones.

In summary, this document provides substantive information that can be utilized to make informed decisions about the future business model and procurement options of MCS.

1.2 Detailed Description of Services

Section 287.0571 (4)(a), F.S. - A detailed description of the service or activity for which the outsourcing is proposed.

The objective of MCS is to provide SUNCOM customers the ability to purchase wireless voice and data services and equipment, including options for Public Safety Customers. SUNCOM customers are a combination of State of Florida agencies, and Other Eligible Users (OEUs), as defined in Chapter 282, F.S. SUNCOM customers are currently able to purchase from multiple service pricing plans which include voice per minute rates for in-state and out-of-state calls, fixed rate plans, unlimited call packages, data-only plans, voice-only plans, voice and data bundled plans, pooling and non-pooling plans, and group mobile-to-mobile rate plans. SUNCOM customers are able to purchase equipment which includes select free standard cell phones, data-cards, hotspot devices, and PTT phones with associated monthly service plans. Additionally, there are options for discounted phones, smartphones, and data-only devices when required. SUNCOM customers are able to purchase accessories including hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters, and car kits.

1.3 Current Service Performance

Section 287.0571 (4)(b), F.S. A description and analysis of the state agency's current performance, based on existing performance metrics if the state agency is currently performing the service or activity.

In January 2012, the Department entered into contracts, through a competitive procurement, with AT&T Mobility, Sprint, and Verizon Wireless to establish MCS. The total spending under these contracts is approximately $82 million annually. Verizon Wireless accounts for $70 million, AT&T Mobility accounts for approximately $7 million, and Sprint accounts for approximately $5 million.

Having contracts with three services providers enables a SUNCOM customer to choose the service provider which offers the customer the best options. Wireless service geographic coverage varies by service provider, for example, and letting the customer decide which coverage is most beneficial is a great advantage of the multi-contract procurement model. Also, the service providers are incentivized to continue improving their service offerings and adjust pricing to attract and keep customers.

1.4 Goals for Proposed Outsourcing

Section 287.0571 (4)(c), F.S. The goals desired to be achieved through the proposed outsourcing and the rationale for such goals.

The Department's goals to be achieved in future contracts are:

- Determine the best long-term value to the State;
- Maintain cost structures with improved service integration;
- Ensure adaptability for future technology, customer needs, and evolving industry standards; and
- Provide the highest levels of customer service.

The current MCS portfolio is utilized throughout the state. As a result, agencies have built processes and dependencies that rely on the portfolio offering that is in service today. Agencies use of these services vary widely depending on the specific mobile communications needs of each specific agency. This requires the MCS vendors to offer a broad array of products and services.

1.5 Outsourcing Authority

Section 287.0571 (4)(d), F.S.- A citation to the existing or proposed legal authority for outsourcing the service or activity.

Pursuant to Section 282.703, F.S., the Department is to design, engineer, implement, manage, and operate through state ownership, commercial leasing, contracted services, or some combination thereof, the facilities, equipment, and contracts providing SUNCOM Network services, and is to develop a system of equitable billings and charges for telecommunications services. The Department's Division of State Technology (DST) is tasked with this mission of providing superior telecommunications services more cost effectively to state and local governments, educational institutions, libraries, and non-profit organizations by achieving economies of scale with enterprise planning and procurement.

1.6 Descriptions of Available Options

Section 287.0571 (4)(e), F.S. - A description of available options for achieving the goals. If State employees are currently performing the service or activity, at least one option involving maintaining state provision of the service or activity shall be included.

This business case examines options specifically for the scope of continued support, features, and offerings following the expiration of the current MCS contracts in January 2022. The options evaluated are insourcing, performing an outsourced competitive solicitation, and combinations of both outsource and insource. The options are:

Insource - Is an organization's performing a service internally. Insourcing is a business decision that is often made to maintain control of critical functions or competencies that are essential to the organization's mission.

Outsource - Is the contracting out of a service to a third party. Outsourcing can be a way to take advantage of third-party experience and efficiency.

Combinations of Insource and Outsource - Services provided by a combination of existing state employee full-time equivalent (FTE) positions, with vendors providing elements of operations that fall outside of the administrative, physical, or technical capabilities of the Department.

This business case examines a competitive procurement option, an Invitation to Negotiate. In Florida, competitive procurement is governed by Section 287.057, F.S., and Rule 60A-1, Florida Administrative Code. The three types of competitive procurement are:

Invitation to Bid (ITB*)* – Used when a state agency provides all technical specifications and awards on lowest price.

Request for Proposal (RFP) – Used when a state agency has determined it is not practicable to use an ITB. The state agency provides all technical specifications, and responses are evaluated on the vendor's proposed services and price.

Invitation to Negotiate (ITN) – Used when a state agency determines that negotiations with one or more vendors may be necessary to enable the state agency to receive the best value. The best value is based on factors such as price, quality, design and workmanship. This option works best when highly technical or complex services are being acquired. The price structure for services is often negotiated. The current MCS contracts were solicited as an ITN.

1.7 Recommendation Methodology

The Department has multiple contracts for MCS that are nearing expiration. This business case examines options and business models for the evolution of MCS, and the advantages and risks of each. The business case takes into consideration the statutory requirements and evaluates whether to insource these services, outsource these services, or to provide these services using a combination of existing Department resources and outsourcing.

Throughout the document, there are numerous recommendations and discussion points for consideration. The business case recommendations can be found in Section 7 Business Case Recommendations Summary.

2 Background

Mobile Communication Services Contracts and Portfolio of Products & Services (Prior to 2011):

Multiple contracts were made available to SUNCOM customers, separately offering wireless data and voice services:

1. Department of Management Services, State Purchasing, State Term Contract
    - Wireless Voice Services Contract with Verizon Wireless for cell phones voice only services.
2. Western State Contracting Alliance, Alternate Source Contract
    - Wireless Voice Services –Contract with AT&T and Sprint/Nextel for cell phones voice only services.
3. Department of Management Services, Division of State Technology, Enterprise Contract
    - Wireless Data Services– Contracts with AT&T Mobility, Sprint and Verizon Wireless for wireless data services (air cards)

Mobile Communication Services Contracts and Portfolio of Products & Services (2012 - Present):

Multiple contracts are made available through the Department's SUNCOM offerings. The current MCS service providers are AT&T, Sprint, and Verizon. Each of these contracts provide for the purchase of wireless voice and data equipment, services, and accessories. Public safety options, discussed further in Section 3.9 below, are available to DMS Customers. MCS services are interoperable with other SUNCOM services, including network integration with MyFloridaNet. State agencies have the option to route MCS traffic through their security perimeter to perform additional screening and filtering. The contracts contain stringent Service Level Agreements (SLAs) to manage vendor's service performance and to perform Key Performance Indicators measurements.

These contracts provide for the purchase of wireless voice and data equipment, services for data-cards, tablets, telemetry devices, feature phones, Smartphones, BlackBerrys, PTT phones and services, and accessories. Service pricing plans include voice per minute rates for in-state and out-of-state calls, as well as several fixed rate plans, unlimited call packages, data-only plans, voice-only plans, voice and data bundled plans, pooling and non-pooling plans, and group mobile to mobile rate plans. These contracts have been renewed to January 2022.

3 Revenue, Technology, and Business Model Analysis & Recommendation

3.1 Description of Current Contract Revenue

The financial analysis below is based on total customer revenue.

Top 20 Customers in Total Revenue:

CUSTOMER NAME	Category	2014/2015	2015/2016	2016/2017	2017/2018	Total
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES	State	$ 1,518,850	$ 3,123,577	$ 3,461,764	$ 1,314,405	$ 9,418,596
CITY OF TAMPA	OEU	$ 592,943	$ 1,311,382	$ 1,456,873	$ 751,973	$ 4,113,171
FLORIDA DEPARTMENT OF HEALTH	State	$ 484,778	$ 1,026,486	$ 1,395,200	$ 788,039	$ 3,694,504
SCHOOL BOARD OF MIAMI DADE	OEU	$ 28,143	$ 1,039,563	$ 1,242,495	$ 717,295	$ 3,027,495
JACKSONVILLE SHERIFF'S OFFICE	OEU	$ 264,191	$ 917,121	$ 994,134	$ 498,354	$ 2,673,800
BROWARD SHERIFF'S OFFICE	OEU	$ 493,039	$ 881,232	$ 874,764	$ 398,797	$ 2,647,831
ORANGE COUNTY SHERIFF'S OFFICE	OEU	$ 486,972	$ 854,222	$ 841,278	$ 453,132	$ 2,635,604
PALM BEACH COUNTY SHERIFF'S OFFICE	OEU	$ 367,897	$ 656,829	$ 815,645	$ 326,481	$ 2,166,852
HILLSBOROUGH COUNTY DATA	OEU	$ 285,547	$ 653,503	$ 758,020	$ 369,678	$ 2,066,748
CITY OF JACKSONVILLE	OEU	$ 269,985	$ 584,671	$ 507,660	$ 665,932	$ 2,028,248
CITY OF TALLAHASSEE	OEU	$ 321,878	$ 660,553	$ 683,448	$ 346,118	$ 2,011,997
DEPARTMENT OF CORRECTIONS - OFFICE OF INFORMATION TECHNOLOGY	State	$ 1,954	$ 6,527	$ 811,902	$ 999,442	$ 1,819,824
DEPARTMENT OF CHILDREN AND FAMILIES - ORLANDO	State	$ 394,943	$ 491,350	$ 584,548	$ 344,904	$ 1,815,744
PINELLAS COUNTY SHERIFF'S OFFICE	OEU	$ 285,553	$ 569,949	$ 556,825	$ 325,349	$ 1,737,677
NORTH BROWARD HOSPITAL DISTRICT	OEU	$ 223,998	$ 452,970	$ 519,231	$ 402,864	$ 1,599,063
CITY OF MIAMI BEACH DATA	OEU	$ 170,922	$ 517,493	$ 559,048	$ 340,283	$ 1,587,746
CITY OF ORLANDO EMERGENCY OPERATIONS CENTER	OEU	$ 213,344	$ 475,293	$ 521,522	$ 222,511	$ 1,432,670

JACKSONVILLE ELECTRIC AUTHORITY, CITY OF JACKSONVILLE	OEU	$ 235,600	$ 444,121	$ 477,780	$ 249,551	$ 1,407,052
DEPARTMENT OF CHILDREN AND FAMILIES - NORTHEAST ZONE	State	$ 193,662	$ 395,866	$ 645,868	$ 154,524	$ 1,389,921
POLK COUNTY SHERIFF'S OFFICE DATA	OEU	$ 219,271	$ 490,398	$ 448,582	$ 188,246	$ 1,346,497
GRAND TOTAL		$ 7,053,470	$ 15,553,106	$ 18,156,587	$ 9,857,877	$ 50,621,040

Figure 1 – Top 20 Customers in Total Revenue

Top 20 State Customers in Total Revenue:

CUSTOMER NAME	Category	2014/2015	2015/2016	2016/2017	2017/2018	Total
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES	State	$ 1,518,850	$ 3,123,577	$ 3,461,764	$ 1,314,405	$ 9,418,596
DEPARTMENT OF HEALTH	State	$ 484,778	$ 1,026,486	$ 1,395,200	$ 788,039	$ 3,694,504
DEPARTMENT OF CORRECTIONS - OFFICE OF INFORMATION TECHNOLOGY - TALLAHASSEE	State	$ 1,954	$ 6,527	$ 811,902	$ 999,442	$ 1,819,824
DEPARTMENT OF CHILDREN AND FAMILIES - ORLANDO	State	$ 394,943	$ 491,350	$ 584,548	$ 344,904	$ 1,815,744
DEPARTMENT OF CHILDREN AND FAMILIES - NORTHEAST ZONE	State	$ 193,662	$ 395,866	$ 645,868	$ 154,524	$ 1,389,921
FLORIDA DEPARTMENT OF LAW ENFORCEMENT	State	$ 187,137	$ 393,032	$ 429,967	$ 222,934	$ 1,233,070
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATIONS	State	$ 164,328	$ 383,284	$ 423,833	$ 258,025	$ 1,229,470
FLORIDA FISH AND WILDLIFE COMMISSION	State	$ 153,456	$ 315,160	$ 312,445	$ 185,128	$ 966,189
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES	State	$ 126,728	$ 309,969	$ 348,319	$ 158,630	$ 943,645
DEPARTMENT OF CHILDREN AND FAMILIES	State	$ 111,498	$ 282,740	$ 388,855	$ 116,905	$ 899,998
DEPARTMENT OF FINANCIAL SERVICES - DIVISION OF REHABILITATION AND LIQUIDATED DAMAGES	State	$ 106,317	$ 228,075	$ 251,080	$ 116,070	$ 701,542

FLORIDA DEPARTMENT OF CORRECTIONS - DISTRICT 4	State	$	24,085	$	154,936	$	512,859			$	691,880
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	State	$	81,873	$	208,520	$	226,449	$	125,385	$	642,227
DEPARTMENT OF CHILDREN AND FAMILIES - SUNCOAST REGION	State	$	2	$	147,862	$	323,048	$	154,924	$	625,835
DEPARTMENT OF CHILDREN AND FAMILIES - OFFICE OF FINANCIAL SUPPORT	State	$	65,799	$	152,824	$	195,937	$	106,878	$	521,438
DEPARTMENT OF LEGAL AFFAIRS	State	$	62,409	$	166,672	$	168,173	$	93,625	$	490,880
FLORIDA DEPARTMENT OF CORRECTIONS - REGION 3	State	$	77,026	$	184,647	$	208,562			$	470,236
DEPARTMENT OF CHILDREN AND FAMILIES - CHILDREN'S NETWORK SOUTHWEST	State	$	72,916	$	128,726	$	163,996	$	76,643	$	442,280
FLORIDA DEPARTMENT OF CORRECTIONS - REGION 2	State	$	70,195	$	203,343	$	160,558			$	434,096
DEPARTMENT OF CHILDREN AND FAMILIES - NORTHWEST REGION	State	$	60,386	$	139,973	$	159,447	$	73,741	$	433,547
GRAND TOTAL		$	3,958,342	$	8,443,569	$	11,172,809	$	5,290,202	$	28,864,922

Figure 2 – Top 20 State Customers in Total Revenue

Top 20 Other Eligible Users (OEUs) in Total Revenue:

CUSTOMER NAME	Category	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY OF TAMPA	OEU	$ 592,943	$ 1,311,382	$ 1,456,873	$ 751,973	$ 4,113,171
MIAMI COUNTY PUBLIC SCHOOLS	OEU	$ 28,143	$ 1,039,563	$ 1,242,495	$ 717,295	$ 3,027,495
JACKSONVILLE SHERIFF'S OFFICE	OEU	$ 264,191	$ 917,121	$ 994,134	$ 498,354	$ 2,673,800
BROWARD SHERIFF'S OFFICE	OEU	$ 493,039	$ 881,232	$ 874,764	$ 398,797	$ 2,647,831
ORANGE COUNTY SHERIFF'S OFFICE	OEU	$ 486,972	$ 854,222	$ 841,278	$ 453,132	$ 2,635,604
PALM BEACH COUNTY SHERIFF'S OFFICE	OEU	$ 367,897	$ 656,829	$ 815,645	$ 326,481	$ 2,166,852
HILLSBOROUGH COUNTY DATA	OEU	$ 285,547	$ 653,503	$ 758,020	$ 369,678	$ 2,066,748
CITY OF JACKSONVILLE	OEU	$ 269,985	$ 584,671	$ 507,660	$ 665,932	$ 2,028,248
CITY OF TALLAHASSEE	OEU	$ 321,878	$ 660,553	$ 683,448	$ 346,118	$ 2,011,997
PINELLAS COUNTY SHERIFF	OEU	$ 285,553	$ 569,949	$ 556,825	$ 325,349	$ 1,737,677

NORTH BROWARD HOSPITAL	OEU	$	223,998	$	452,970	$	519,231	$	402,864	$	1,599,063
CITY OF MIAMI BEACH DATA	OEU	$	170,922	$	517,493	$	559,048	$	340,283	$	1,587,746
CITY OF ORLANDO - EMERGENCY OPERATIONS CENTER	OEU	$	213,344	$	475,293	$	521,522	$	222,511	$	1,432,670
JACKSONVILLE ELECTRIC AUTHORITY, CITY OF JACKSONVILLE	OEU	$	235,600	$	444,121	$	477,780	$	249,551	$	1,407,052
POLK COUNTY SHERIFF'S OFFICE DATA	OEU	$	219,271	$	490,398	$	448,582	$	188,246	$	1,346,497
CITY OF FORT LAUDERDALE DATA	OEU	$	212,148	$	377,340	$	439,911	$	168,516	$	1,197,915
WEST PALM BEACH PUBLIC SAFETY	OEU	$	172,390	$	389,970	$	419,190	$	169,852	$	1,151,402
MARION COUNTY SHERIFF'S OFFICE	OEU	$	165,963	$	370,710	$	373,888	$	218,241	$	1,128,802
COLLIER COUNTY SHERIFF'S OFFICE	OEU	$	191,137	$	327,097	$	389,192	$	185,620	$	1,093,046
LEE COUNTY - BOARD OF COUNTY COMMISSIONERS	OEU	$	144,059	$	333,641	$	395,758	$	213,754	$	1,087,212
GRAND TOTAL		$	5,344,979	$	12,308,058	$	13,275,243	$	7,212,547	$	38,140,828

Figure 3 – Top 20 OEU Customers in Total Revenue

3.2 Mobile Communications Service Technology - Networks

The wireless industry consistently experiences increasing demand for network functionality. With increasingly versatile internet-enabled equipment such as smart phones, televisions, personal computers, and tablets, consumers have a growing need and demand for immediate access to voice, video, and data services.

This demand is driving the wireless industry to support new levels of enterprise productivity for enhanced mobile solutions. Platforms are increasingly open, supporting an explosion of new applications and services directly to the mobile user. Service provider options are multiplying each day as businesses find themselves in a race to capture market share and revenue from new services. Businesses are responding to demand by boosting capabilities and introducing new technology as quickly as possible. Capital investment in network development and infrastructure has risen to unprecedented levels. This includes upgrading core network transport capacity, growing high-capacity access in major metropolitan areas, extending fiber optic lines closer to consumers, adding high-speed residential broadband technology to legacy phone networks, and improving content serving and distribution technologies[2].

The wireless industry is currently using Fourth-generation, Long-Term Evolution (4G LTE), technology, as defined by the radio sector of the International Telecommunication Union (IUT-R). These standards were set in March 2008. For mobile use, including smartphones, and other internet-enabled equipment, connection speeds need to have a peak download speeds of at least 100 megabits per second, and for more stationary uses such as mobile hotspots, at least 1 gigabit per second. Global capital spending on fifth-generation (5G LTE) technology is increasing much like the marketplace experienced with the evolution of 4G LTE technology. Today, 4G LTE provides the framework for the fastest connection available for wireless networks, which varies based upon wireless carrier and service topology. As the next evolution comes to reality, increased connection speeds and capabilities will improve as well.

5G LTE technology will utilize unique radio frequencies not used currently in 4G. 4G networks use frequencies below 6 GHz, and 5G will likely use extremely high frequencies in the 30 GHz to 300 GHz range. These higher frequencies are less congested with existing cellular data and will support a larger capacity for data. At its peak, 5G can be up to 20 times faster than 4G. Limited 5G demonstrations have taken place, with carriers anticipating the 5G release in test markets in late 2018, increasing the release in 2019 through 2020.

Some projections forecast that demand for additional network capacity will increase 25-fold over the next 3 years[3]. Each major improvement in network speed and capacity generates new services, devices, and applications that raise consumer expectations, using up the added capacity and creating the requirement to add even more capacity. For telecommunications, the standard will be continuous waves of increased demand and increased network capacity.

Improved coverage throughout the state remains a high priority for customers. Customers expect coverage not only in metropolitan areas with multiple carrier options, but also in rural and coastline areas. Currently service is provided by multiple carriers utilizing 3G and 4G LTE technology. Where coverage challenges exist in rural areas, coverage may be reduced to a

single carrier providing 3G technology, which does not provide the latest technical and is sometimes limited in data service capabilities, meaning data applications on smartphones do not work as expected.

Coupled with the demand for improved rural coverage is the demand for improved coverage within buildings. A barrier to this is building penetration, which is continually hampered by thick concrete and steel structures. To address this issue, many buildings are being equipped at the time of new construction or retro fitted with Distributed Antenna Systems (DAS) to extend coverage inside a building. As the evolution from 4G to 5G takes place over the coming years, the state should see improvements in this particular area due to the increased density of towers and small cell deployments, which is a requirement for the implementation of 5G technology.

3.3 Mobile Communications Service Technology - Equipment

Equipment available under the current MCS contracts includes cellular phones, smartphones, data-cards, tablets, telemetry devices, feature phones, and push-to-talk phones. Associated accessories are also available, which includes hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters, and car kits.

During the duration of new MCS contracts, equipment must be compatible with the latest generation of wireless communication. The Department will need to ensure access to future releases of cellular phones and other internet-enabled equipment are compatible with 5G networks and other future generations of wireless networks. This should include devices that are band 14 enabled or otherwise appropriate for Public Safety Customers.

As the industry continues to see growth and development of new cellular phone features with other internet-enabled technology, emerging technologies may be incorporated into future cellular phone releases including facial recognition technology, augmented reality, improved durability, and longer battery life[1].

3.4 Mobile Network Operator versus Mobile Virtual Network Operator

A mobile network operator (MNO) is a wireless telecommunications provider that owns, manages, and controls all elements necessary to implement, sell, and deliver mobile services to the customer. These elements include radio spectrum allocation, network infrastructure, billing support resources, customer service resources, handset management, provisioning of software, and distribution channels for product and service delivery. In addition to obtaining market share by offering its own services an MNO may also allow or sell access to network services at wholesale rates to mobile virtual network operators (MVNO).

MVNO platforms do not supply spectrum, network routing and interconnectivity, but they provide application services, customer care, billing, handset management, and distribution channels for products and services. Also, commonly handled within the MVNO framework are “second brands” of incumbent MNOs and “branded resellers” that resell an MNO’s products and services

[1] https://mobilebusinessinsights.com/2018/01/future-technology-of-mobile-phones-what-can-you-expect-to-see-at-mobile-world-congress-2018/

under their own brand and are essentially a specialized marketing and sales distribution channel.

The current DMS MCS model is essentially an MVNO hybrid of second brands and branded reseller. DMS acts as a branded reseller for all products in the MCS platform except for air card services. For the air card services platform DMS provides customer support, billing, handset management, and distribution and sales.

3.5 Leverage Existing State Infrastructure

Currently there is no state telecommunications infrastructure that is used for the mobile communication services platform.

3.6 Interoperability

Network interoperability has become increasingly important in the telecommunications industry. The basic idea behind interoperability is the ability for two or more networks, systems, devices, applications or components to communicate. With respect to the telecommunications industry, interoperability refers to the interworking of telecom services over multi-vendor, multi-carrier inter-connections. As networks continue to grow and diversify with the 5G and IoT era on the horizon, it is important they can interoperate to enable end-to-end communication.

Devices can interoperate with other devices either by adhering to a common protocol standard, abiding by a published interface standard or situating a gateway between them capable of translating each device's protocols. These common protocol standards serve as a platform for manufacturers, which note all the necessary components for interoperability into various systems and products.[2] Although interoperability has improved in the telecommunications industry, service providers are continuing to work towards interconnection of 5G and IoT devices through network infrastructure enhancement and uniformity of standards.

3.7 Security

Service Providers must provide device and network security, and responsiveness to ever changing security risk in today's telecommunication environment. Threats to the government's use of mobile devices are real and exist across all elements of provider networks and mobile devices. The stakes for government users are high. Government mobile devices — despite being a minor share of the overall market — present an avenue to attack back-end systems containing data on Floridians in addition to sensitive information relevant to government functions. Mobile devices hold significant amounts of sensitive information, whose compromise could adversely impact State and OEU operations. Additionally, databases controlled by the State and OEUs hold tremendous amounts of personally identifiable information that could be used to compromise financial wellbeing, privacy, or identity.

Threats range from advanced attacks, to organized crime using advanced fraud technologies, to simple theft of mobile phones. The threats to government users of mobile devices include the

[2] RCRWireless News (April 2018) *The Role of Network Interoperability in Telecommunications*. Retrieved on January 28, 2019 at https://www.rcrwireless.com/20180419/the-role-of-network-interoperability-in-telecommunications-tag27-tag99

same threats that target consumers, e.g., call interception and monitoring, user location tracking, attackers seeking financial gain through banking fraud, social engineering, ransomware, identity theft, or theft of the device, services, or any sensitive data. Government users may be subject to additional threats simply because they are government employees.

Areas of security vulnerability include:

- Mobile device technology stack, including mobile operating systems and lower level device components
- Mobile applications
- Networks (e.g., cellular, Wi-Fi, Bluetooth) and services provided by network operators
- Device physical access
- Enterprise mobile services and infrastructure, including mobile device management, enterprise mobile app stores and mobile application management

Guidance and best practice is identified for providers and customers through the U.S. Department of Commerce, National Institute of Standards and Technology, other government agencies, non-government organizations and private industry. Although security has improved, significant improvements still need to be made in this area as well as hardening on the new 5G network protocols, which are currently in development[3].

3.8 Operational Support

Operational support has transformed to meet the consumer's increasing needs related to increasing complex technology. Many service providers are now able to allow customers to self-manage account profiles and utilize self-service tools via online portals. This allows customers to self-manage inventory management, security management, policy management, and support management, which is not always appropriate for all customers depending on their technical staff and complexity of their needs. Customer care and operational support is provided in all service levels of the MNO and MVNO framework except for the branded reseller platform which focuses only on distribution.

The Department should require operational support for all operational needs including billing and technical support. The expectations of a service provider include trouble ticket systems, access to skilled technicians, access to skilled billing staff, policy enforcement, quality control and assurance, monitoring tools, and performance reporting. Service provider should allow customers the option to self-manage accounts. Service provider should function to a world class standard of customer focused service delivery, consistently striving for customer satisfaction that evolves with the technology over time.

[3] United States Department of Homeland Security (April 2017). *Study on Mobile Devices*. Retrieved on August 15, 2017 at https://www.dhs.gov/sites/default/files/publications/DHS%20Study%20on%20Mobile%20Device%20Security%20-%20April%202017-FINAL.pdf

3.9 Public Safety

Mobile technology continues to play a key role in today's public safety network. Service providers are working with the public safety community on enhanced emergency and first responder features.

FirstNet was established by the Middle Class Tax Relief and Job Creation Act of 2012 ("Act"). Under the Act, FirstNet is responsible for ensuring that all components of the Nationwide Public Safety Broadband Network (NPSBN), are built, deployed, operated, and maintained. The NPSBN provides services to public safety entities throughout the nation.

FirstNet is an independent federal authority with a statutory duty and responsibility to take all actions necessary to ensure the building, deployment, and operation of the NPSBN based on a single, national network architecture.

Mobile providers are now working to build out public safety networks, including FirstNet, dedicated to first responders. Key elements of the public safety networks are developed to enable first responders to communicate and coordinate during emergencies, large events, or other situations where commercial networks can become congested. Therefore, focus has been placed on priority and preemption, which allows providers to shift commercial traffic to other areas of their respective networks, allowing first responders seamless communication.

3.10 Compliance

The Federal Communications Commission (FCC) mandates all mobile network operators and all mobile virtual network operators comply with standards and requirements defined for all telecommunications service providers. Compliance with all Federal Americans with Disabilities Act (ADA), Health Insurance Portability and Accountability Act (HIPAA) and Communications Assistance for Law Enforcement Act (CALEA) must be maintained. In addition to Federal mandates, state and local regulatory requirements must also be met to provide services within a given geographic region as appropriate.

3.11 Recommended Communication Services Technology

The following recommendation is provided for the MCS platform:

1. The Department should embrace solutions that allow the MCS contracts to easily evolve with changing technology and industry offerings without delays in service offerings.

2. The Department should ensure providers are ready to offer mobile communication network capabilities to all users with minimal cost related to new mobile devices and demonstrate a commitment to offer the latest generation of technology throughout the life of the contract.

3. The Department should work with service providers to ensure network and mobile device security continues to develop in accordance with security related standards and best practices.

4. The Department should support customers in managing security practices within their control.

5. The Department should ensure providers are able to offer a wide variety of equipment and accessories, fulfilling the diverse needs of the MCS customers.

6. The Department should ensure providers are able to offer world class customer service.

7. The Department should ensure public safety spectrum networks are offered by service providers to appropriate eligible users.

4 Market Conditions and Trends

Section 287.0571 (4)(g), F.S. A description of the current market for the contractual services that are under consideration for outsourcing.

4.1 Introduction

This analysis is intended to meet the statutory requirement of Section 287.0571(4)(g), F.S., which requires "a description of the current market for the contractual services that are under consideration for outsourcing." Information used for this analysis was gained through a number of methods and sources including:

- Discussions with the Department's staff and management;
- Review of extensive data and information provided by the Department regarding SUNCOM operations and billing;
- Review of current MCS contracts including amendments;
- Research on evolving mobile communication service offerings of large providers;
- Review of industry research

4.2 Market Conditions and Trends - Networks

The mobile communications industry has evolved drastically over the past 10 years as data driven customers with numerous technical devices consume more bandwidth. During this time, mobile network operators (MNO) have expanded their service offerings and overhauled their price plans to meet explosive demand, while rising capital expenditures underline the ongoing need to upgrade network capabilities. The mobile communications industry will continue to evolve over the next few years and beyond. Boundaries will blur among product categories as a

range of industry actors shape customer demand. New partnerships will play an ever more important role in driving new technology and innovation.

The push for the next evolution of mobile technology is the consumers desire to seamlessly transition between voice and data capabilities ubiquitously as they move from location to location utilizing mobile and Wi-Fi services. As seen in the migration from 3G to 4G, the 5G technology is predicted to drastically increase data usage per user. Future networks will require fast rollouts, significant capacity, agile, flexible, on-demand and software-oriented telecommunication technologies.

4.3 Market Conditions and Trends - Equipment

Demand for internet-enabled equipment, including smartphone, tablets, laptops, and public safety equipment, continues to grow. Market penetration by cheaper imports is increasing. These imports are both manufactured and distributed by foreign companies, as opposed to domestic smartphones, which are still manufactured by foreign companies but marketed and distributed by domestic companies. Foreign manufacturers are actively producing lower-priced smartphone models to siphon off a share of the lucrative US smartphone market. Thus, buyers have a wider range of products and prices to choose from, which boosts competition and buyer power. In addition, the influx of imports has forced larger suppliers to develop their own cheaper alternatives to remain competitive at the low end of the market.

Buyers of internet-enabled equipment have also been benefiting from low price volatility during the past three years. Although smartphones are costly, low price volatility indicates that buyers need not worry about sudden price shifts. Furthermore, even though vendors release newer and costlier versions of smartphones annually, increasing market saturation will limit price growth in the coming years as consumers become less willing to pay more for cosmetic updates.

4.4 Market Conditions Recommendations

The following recommendations are based on market conditions:

1. The Department should consider established wireless carriers, and wireless carriers that are emerging in the market that could possibly provide lower cost options.
2. The Department should consider tiered volume-based options with wireless carriers, creating the opportunity for discounts.
3. The Department should consider a wide range of equipment to cover basic and high-end mobile capabilities.

5 Options & Cost Benefit Analysis

Section 287.0571 (4)(h), F.S. A cost-benefit analysis documenting the direct and indirect specific baseline costs, savings, and qualitative and quantitative benefits involved in or resulting from the

implementation of the recommended option or options. Such analysis must specify the schedule that, at a minimum, must be adhered to in order to achieve the estimated savings. All elements of cost must be clearly identified in the cost-benefit analysis, described in the business case, and supported by applicable records and reports. The State agency head shall attest that, based on the data and information underlying the business case, to the best of his or her knowledge, all projected costs, savings, and benefits are valid and achievable. As used in this section, the term "cost" means the reasonable, relevant, and verifiable cost, which may include, but is not limited to, elements such as personnel, materials and supplies, services, equipment, capital depreciation, rent, maintenance and repairs, utilities, insurance, personnel travel, overhead, and interim and final payments. The appropriate elements shall depend on the nature of the specific initiative. As used in this paragraph, the term "savings" means the difference between the direct and indirect actual annual baseline costs compared to the projected annual cost for the contracted functions or responsibilities in any succeeding State fiscal year during the term of the contract.

Consideration of options for procurement of MCS was performed after careful review of mobile telecommunications markets and trends, from both a State of Florida perspective and nationally. Based on this understanding of markets and trends; the following analysis reviews a variety of factors, such as: budgets, resources, stability, reliability, cost, risks, time to implement, and simplification opportunities.

5.1 Business Models for Mobile Communication Services

5.1.1 Insourcing Mobile Network Operator

The business case is required to consider as an option insourcing of MCS, examining whether feasibility, cost-effectiveness, and efficiency is not better obtained by the Department directly delivering services. Insourcing would require the assets, capabilities and staff to construct and operate a Mobile Network Operations (MNO) platform for the State of Florida. This would require DMS to become one of the largest mobile telecommunications operators in Florida, in direct competition with service providers such as AT&T, Sprint, T-Mobile, and Verizon.

The Department would be required to:

- Negotiate interoperability with other national providers to allow for roaming;
- Establish a radio access network and acquire license for the use of needed spectrum. Since 1994, the Federal Communications Commission (FCC) has conducted auctions of licenses for electromagnetic spectrum. The Department would need to become a qualified bidder. The electromagnetic spectrum the Department would require would not necessarily be available for purchase through auction. The recent FCC Auction 73: 700 MHz Band received bids for geographic areas including the State of Florida, with gross bids of $19.2 billion[4];
- Establish of network-to-network interfaces with every local incumbent local exchange carrier in the State of Florida, as well as for other originating and terminating carriers such as long-distance service providers.
- Purchase and implement voice transport infrastructure services, including the design and buildout of cell phone towers across the State of Florida. The costs would include

[4] https://www.fcc.gov/auction/73

an initial investment in obtaining land through purchase or lease, building new cell phone towers, and ongoing operation and maintenance costs associated with the towers;
- Purchase and install operational support systems which support all back-office systems associated with operating the MCS network, including administrative and other reports, facilities and maintenance, rating and billing functions;
- Purchase and install business support systems which support all front office systems associated with operating the MCS network, including customer service representatives;
- Provide professional staffing for management functions not present today at the Department including regulatory filings, FCC reporting, Public Service Commission reporting, carrier relations and the like;
- Provide operations staffing for a statewide network including billing, provisioning, maintenance and repair, and the Network Operations Center;
- Establish a NOC, which includes the staffing mention above, and also contact center voice equipment and services. A NOC required for these services would include highly skilled multi-lingual contact center agents, and escalation to technically skilled contact center agents. There would also be a cost for the office space required for the contact center agents and supervisors; and
- Negotiate contracts with device manufacturers for the purchase of devices.

Under this option, the costs to establish a large new statewide MNO are overwhelming and involve considerable risk. For these reasons this insource option is not recommended and is not considered further in this business case.

5.1.2 Insourcing Mobile Network Operator as MVNO

A second "insourcing" consideration is the development of a Mobile Virtual Network Operator (MVNO). An MVNO provides mobile services to end-users without owning its own frequency spectrum or network infrastructure, as it buys such capacity from a host MNO.

As an MVNO, the Department would not own and operate a network but would still be required to:

- Purchase and install operational support systems which support all back-office systems associated with operating the MCS network, including administrative and other reports, facilities and maintenance, rating and billing functions;
- Purchase and install business support systems which support all front office systems associated with operating the MCS network, including customer service representatives;
- Provide professional staffing for management functions not present today at the Department including regulatory filings, FCC reporting, Public Service Commission reporting, carrier relations and the like;
- Provide operations staffing for a statewide network including billing, provisioning, maintenance and repair, and the Network Operations Center;
- Establish a NOC, which includes the staffing mention above, and also contact center voice equipment and services. A NOC required for these services would include highly skilled multi-lingual contact center agents, and escalation to technically skilled contact center agents. There would also be a cost for the office space required for the contact center agents and supervisors; and
- Negotiate contracts with device manufacturers for the purchase of devices.

Under this option, the costs to establish an MNVO are lower than an MNO, but are substantial and involve considerable risk. For these reasons this insource option is not recommended and is not considered further in this business case.

5.1.3 Combination Insourcing/Outsourcing

The Department is acting as a "second brand MVNO" for air cards, and as a "branded reseller MVNO" for all other equipment and services. Today, the Department operates its air card platform as a second brand-MNVO by providing customer care including device activation. DMS originally selected this model to ensure security for air cards. These security techniques include IP address management and isolation of customer traffic via closed user groups. Closed user groups are the segregation of traffic into steams which are only visible to that specific customer. DMS also provides billing and device management for its air card platform. However, the remaining MCS platform is provider managed and the Department only provides a distribution channel for those products and services.

Second Brand-MVNO is a model that provides customer care, billing, handset management, and distribution. This platform allows for market participation without spectrum and technical value add including interconnectivity and application development.

Branded Reseller-MVNO is a model where the MVNO provides only the distribution channel for products and services. All other support functions are handled by another MVNO or MNO. This is the most flexible and risk adverse platform in the MVNO model.

5.2 Evaluation of the Options for Mobile Telecommunication Services

The following is the evaluation of options available to the state for services similar to MCS:

5.2.1 Descriptions of Available Options for Insource and Outsource

Section 287.0571 (4)(e), F.S. - A description of available options for achieving the goals. If State employees are currently performing the service or activity, at least one option involving maintaining State provision of the service or activity shall be included.

This business case examines three options specifically for the scope of continued support, integration, and installation of MCS and ancillary features/capabilities following the expiration of the current MCS contracts.

Insource, Outsource, Insource/Outsource Combination

Insource - Is an organization's performing a service internally. Insourcing is a business decision that is often made to maintain control of critical functions or competencies that are essential to the organization's mission.

Outsource - Is the contracting out of a service to a third party. Outsourcing can be a way to take advantage of third party experience and efficiency.

Combinations of Insource and Outsource - Services provided by a combination of existing state employee full-time equivalent (FTE) positions, with vendors providing

elements of operations that fall outside of the administrative, physical, or technical capabilities of the Department.

5.2.2 Description of Options for a Mobile Network Operator

The options for procurement of MCS capability that are evaluated in this business case are:

1. An option based on insourcing whereby the Department creates a Mobile Network Operator and manages all mobile communication functions, like the operations of a competitive mobile network carrier. For reasons described above, Sections 5.1.1 and 5.1.2, are not further considered in this business case. (MNO, MVNO) – **Option 1**
2. An option based on a combination of insource/outsource whereby the Department outsources the significant mobile communication functions and uses a second brand MVNO platform to manage customer care, billing, and equipment management for air card service only and provides only a distribution channel for the mobile network provider's products and services. This is DMS' current model (Second Brand-MNVO and Branded Reseller-MVNO). – **Option 2**; and,
3. An option based on a combination of insource/outsource whereby the Department outsources all the mobile communication functions and acts only as a brand reseller providing only a distribution channel for the mobile network provider's products and services, including air cards. (Branded Reseller- MVNO) – **Option 3**

5.2.3 Description of Options for Forms of Procurement

Competitive Procurement - Section 287.057, F.S., and Department of Management Services (DMS) Rule 60A-1, Florida Administrative Code, provides:

Invitation to Negotiate (ITN) – Used when the agency knows the desired end result but is not sure how to get there; or, there are many ways to get to the end result; or, the qualifications of the provider and quality is more important than price. This option works best when highly technical or complex services are being acquired. The price structure for services is negotiated.

Invitation to Bid (ITB) – Used when the agency knows exactly what it wants. Price is the determining factor in the award.

Request for Proposal (RFP) – Used when the agency has a general idea of what it wants. Services and price are evaluated.

These procurement options are within the scope for outsourcing as required by Chapter 287.0571, F.S., and represent common procurement options utilized by the state for similar needs. This business case recommends an ITN as the best procurement option but leaves that determination to Executive Leadership. The services contemplated within this business case are highly technical which limits the Department's ability to establish precise specifications or specifically define the services and identify necessary deliverables. Pricing will not be the sole determining factor in determining a contract award and the Department desires the ability to negotiate the best method of service delivery.

5.2.4 Assumptions for Options

The financial modeling presented in this business case uses the "combination insource/outsource" framework.

5.3 Analysis of Advantages and Disadvantages

Section 287.0571 (4)(f) - An analysis of the advantages and disadvantages of each option, including, at a minimum, potential performance improvements and risks.

Advantages and disadvantages, including risks, for the alternative options as compared to continued separate mobile communication services contracting, and to each other, are as follows. Additional risk analysis are contained within each option and discussed in Sections 5.3.2 and 5.3.3. Potential performance improvements are discussed in Section 5.4.

5.3.1 Option 1 - Insourcing (MNO, MVNO)

For reasons described in Section 5.1.1 and 5.1.2, this option is not considered further in this business case.

5.3.2 Option 2 – Second Brand-MNVO (Air Card Services only) and Branded Reseller-MNVO

Option 2 is a combination of insource/outsource functionality whereby DMS outsources the physical network associated with the mobile telecommunications services platform and collaborates with the service provider on service plans for contract cost and user pricing. The Department insources billing, and hardware management of the air card service, and provides the distribution channel for the vendor's products and services (excluding air cards).

Advantages

- Continues current operating mode, practices, and service provisioning;
- Customers experience the same usage patterns and usage-based charging patterns as under current MCS contracts;
- Minimizes additional capital expenditures by DMS and MCS customers, since investment, capacity, and technology evolution are managed by the service provider;
- Customers experience the same billing and administration;
- Provides greater assurance of achieving required SLAs managed by selected service provider.

Disadvantages or Potential Concerns

- Reporting capabilities may be limited in information, which hampers DMS analysis on services.

Risks

- DMS identified no risk with this option.

5.3.3 Option 3 – Branded Reseller-MVNO

This option is a combination of insource/outsource functionality where DMS outsources the physical network, operations, and billing. In this model DMS acts as a branded reseller providing only a distribution channel for the vendor's products and services.

Advantages

- Customers experience the same usage patterns and usage-based charging patterns as under current MCS contracts
- Potential for lower overall pricing based on aggregation of usage and negotiation of commitment levels and pricing for tiered levels of utilization, similar to the mobile wireless data pricing model;
- Minimizes additional capital expenditures by DMS and MCS customers, since investment, capacity and technology evolution are managed by the service provider;
- Provides greater assurance of achieving required SLAs managed by selected service provider.

Disadvantages or Potential Concerns

- DMS would be required to create a process with the Vendor for the management of closed user groups.
- Customers have to review air card charges on their bill without DMS review.

Risks

- Since DMS would no longer control the service, there would be an implementation and transition risk when transitioning air card services.
- There is a potential security risk if DMS does not administer the air cards and the closed user groups.

5.4 Potential Performance Improvements/Service Features

The Department should consider the following service improvement and service features.

- Future contracts should continue to allow for evolution of service and equipment technology, enabling the contract to evolve with new technology.
- Future contracts should continue to allow platform flexibility, scalability, and support for industry standards, enabling a seamless integration of third-party technologies and applications.
- Future contracts should have higher statewide coverage through multiple carriers. Providers should offer multiple solutions, including equipment for coverage and building penetration. Equipment offerings for improving building penetration should be vendor neutral and at minimum to no cost for customers.
- Future contracts should require detailed reporting capabilities allowing DMS to evaluate the entire product and service offerings for future MCS platform evaluation.

- Future contracts should continue to require a combination of feature rich equipment and basic low-cost options and provide a comprehensive suite of enhanced services fulfilling the customer's diverse needs.
- Future service delivery should include voice services over Wi-Fi service connections.
- Future service delivery should have a consideration of technology evolutions in public safety communication services.
- Future service delivery should provide the capability for all aspects of the service to be partitioned to provide a scope-of-view and scope-of-command, allowing network administrators (user agents) to manage all their devices.
- Future contracts should include a high standard of measurable, achievable and motivational Service Level Agreements for DMS and its customers, supported by a tool set for monitoring service levels, and backed up by appropriate financial consequences.
- Future contracts should continue to require a waiver of vendor's service activation fees.
- Future contracts should provide for service plans for both work and personal accounts.
- Future contracts should provide discounts for volume purchases.
- Future contracts should allow for frequent equipment upgrades at minimal to no cost to customers.
- Future contracts should provide options for equipment and lower cost devices from emerging brands.
- Future contracts should increase the standard for operational support, achieving a world class standard of customer service delivery.
- Future contracts should increase the standard for equipment warranties, simplicity of repair, and replacement for faulty equipment.
- Future contracts should require detailed commitment on data utilization, allowing for limited and unlimited data, data limits, data throttling, waivers on data limits for Public Safety plans, and sharing data limits in aggregation across devices.

5.5 Cost Benefit Analysis for Each Option

The Department of Management Services uses a margin percentage to markup costs from the MCS services provider and related ancillary service devices to recover internal DMS costs. The optional services and features of MCS are material to the financial analysis on a separate basis, and are not addressed as separate line items, but instead are included in service model revenues.

The financial analysis compares the options and provides financial metrics to determine which options will:

1. Maintain low costs for DMS in procuring and managing services;
2. Maintain low costs for agencies utilizing MCS; and
3. Provide the greatest benefit for the least cost.

The financial analysis included:

1. Revenue – both air card revenue and all other revenue

2. Direct Costs – direct costs of vendor payments for air cards, infrastructure adjustment, salary and benefits, data processing, and non-salary overhead.
3. Indirect Costs - included salaries and benefits, expenses, contracted services.
4. Net Revenue – includes potential rebates and other adjustments
5. Net Revenue, Post Rebate-Operations Balance – adjusted for customer rebates with a buffer for maintain operational payment and cost control

The analysis forecast the models with the cost recovery rate at either one, one and a half, two, or two and a half percent, which is adjusted in the net revenue with varying customer rebates. An operations revenue buffer of $850,000 annually is assumed to be maintained for operational payment and cost control.

5.5.1 Financial Model Base Case

This business case analysis first establishes a baseline of DMS' current business and financial environment for MCS, determined from historical business and financial data provided by DMS staff, including historical volumes, costs, revenues and vendor contracts. In modeling the various business case options, historical data was utilized to build an understanding of the fiscal flow of revenue and cost for the service. The model reviews the total volume, revenue, and cost for the services utilized by the agencies through this contract.

Service Forecasts were developed over the 10-year period from the date of MCS contract execution corresponding to fiscal year 2021-2022 through fiscal year 2031-2032, which includes a 5-year renewal period. Based on projections for DMS' MCS Services, direct and indirect costs were forecasted over the 10-year period. These projections were compared against the baseline scenario (which forecasted no changes to existing contracts, pricing, or DMS' business model) to determine the potential cost savings to DMS and to its customers. Options 2 and 3 were also compared against each other to determine which Option resulted in the lowest cost.

Over time, DMS may achieve cost savings to the state through migration and integration of newer technologies solution that achieve improved abilities to pass on reductions to the end customers.

5.5.2 Option 1 – Insource

For reasons described Section 5.1.1 and 5.1.2, this option is not considered further in this business case.

5.5.3 Option 2 – Insource/Outsource (Second Brand/Hybrid Light MVNO)

Option 2 represents the current MCS platform. DMS acts as a branded reseller for all products in the MCS platform except for air card services. For the air card services platform DMS provides customer support, billing, device management, distribution and sales. In the mobile communication market, DMS is acting a second brand or light mobile virtual network operator (MVNO) for air card, and as a "branded reseller MVNO" for all other equipment and services. This platform is an intermediate model between a branded reseller (Option 3) and a fully defined light MVNO. It allows control of distribution channels, increased level of control over back office processes, billing, device management, and value-added services definition and operations for

air card services. The current MCS platform manages many of these aspects as they relate to MCS air card services. Currently there are 7,956 air card devices that have been issued.

5.5.3.1 Technology Requirements

Option 2 envisions current technology requirements to remain the same as it is in the current contracts, however future contracts should allow for flexibility to allow for emerging technologies throughout the life of the contract. All MCS products and services are technically supported by the mobile communications provider except for air card services. Today air card services are supported by both the mobile communications provider and DST. Support regarding the air card device or service is handled by the mobile communications provider. Support for system configuration and closed user group access is provided by DST.

The current MCS contract addresses the following technical requirements.

- Voice Services
- Wireless Data Services
- Transmitted Data Security
- Closed User Group (Supported by DMS internally)
- State Provided IP Addresses (Public and Private)
- Wireless Device IP Routing Scheme
- Service Provider Furnished Public Routable IP Address Space
- Entity Specific Circuit
- Wireless Router and/or WWAN Modem
- Emergency Operations Features
- Security Feature Set
- Service Grade
- Authentication
- Activity User Log
- Text Message Service
- Message Logging
- Tracking Geographical Device Services
- Wireless Applications
- Voice and Data Coverage Maps
- Roaming
- Network Neutrality
- Priority Connection Services
- Applicable Test Plan
- Data Monitoring Suite
- Voice Monitoring Suite
- Voice Handheld Devices
- Minimum Technical Requirements
- Data Devices
- Text Devices
- Helpdesk Services

- Network Trouble Reporting
- Client Testing and Evaluation
- Operational and User Guides
- Escalation Requirements and Procedures
- Planned Outage Notification
- Unplanned Wireless Outage Notification
- Existing Wireless Data Customer Migration

5.5.3.2 Billing

Option 2 envisions billing to remain the same as it is in the current state. All MCS products and services are directly billed from the mobile communications provider except for air card services. Today air card services are managed and billed within DST and this accounts for on average 385 invoices a month.

5.5.3.3 Customer Service

Option 2 envisions customer service to remain the same as it is in the current state. All customer service needs related to MCS products and services are handled by the mobile communications provider except for air card services. Today select air card services are managed within DST. This select service is considered the closed user group and currently makes up 148 air card users. Support and maintenance of this user group service is handled by DMS internally.

5.5.3.4 DMS Role

The DMS role will remain the same as it is in the current MCS platform. DST will continue to work with its MCS customers and service providers to provide the best mobile communications network.

5.5.3.5 Direct & Indirect Cost

In addition to the Direct and Indirect Costs listed in Section 5.5 above, Option 2 envisions DMS staffing time for the air card billing process, in addition to the DMS staffing time required for contract management and monitoring that would be required for both 2 and 3.

5.5.3.6 Overall Cost

To comply with the statutory requirement to "develop a system of equitable billings and charges for telecommunications services" stated in subsection 282.703(2), F.S., SUNCOM uses administrative cost recovery rates which are assessed for each SUNCOM service. Approximately 93.7 percent of SUNCOM's costs are payments to contracted telecommunications vendors. The remaining 6.3 percent of SUNCOM's costs are the costs of engineering, designing, procuring, ordering, installing, monitoring, auditing, invoicing, and managing these SUNCOM services. These support services are funded through the imposition of the administrative cost recovery rates, which are added to vendor charges for SUNCOM services. Some SUNCOM services bear more of these costs than others based upon the relative share of support service resources committed to sustaining the service, and so have a higher rate. The underlying goal of the cost recovery model is to ensure the solvency of the Communications Working Capital Trust Fund. Since 2012, the rate charged

to SUNCOM's Wireless Data Service customers have been between two and a half to three percent of the Customer's monthly invoice amount.

Quarterly, DivTel reviews a report showing the profitability of services based on service utilization and service costs. To address any inequity identified upon review of these figures, rate reductions and customer credits are used. A customer credit is a one-time liquidation of excess revenue without any associated rate reduction. Customer credits are issued to air card customers when a service achieves unanticipated excess revenue over expenses. Through customer credits, SUNCOM can ensure equitable billings without risking its ability to sustain a service over the longer term. The SUNCOM'S Wireless Data Service is a stable service with low overhead and air card customers have received customer credits over the years.

A reduction in the cost recovery rates associated with SUNCOM's telecommunications services results in recurring cost avoidance to the existing customers of the affected service. Such a reduction also represents costs avoided by future customers of the service. The recurring nature of the fiscal impact associated with a cost recovery rate reduction requires that adequate consideration be given to both existing and future market conditions associated with the SUNCOM service. With the maturity and growth of SUNCOM's Wireless Data Service, we are experiencing an increase in revenues.

5.5.3.7 Potential Savings

It is anticipated that over the life of the new MCS contract that cost avoidance will be achieved through leveraging State buying power and continuing to maintain lower costs than available commercially, including volume discounts, and the continued availability to the State of emerging and evolving technology surrounding mobile communications.

5.5.3.8 Transition Costs/Considerations

There are minimal transition cost risks considered in Option 2 as this option leaves MCS in its current state. Should the future procurement not result in a contract, or contracts, with one of the current incumbent providers, there may be costs associated with transition for end users with "locked" devices (devices that only work on a specific provider's network), along with DMS staff and customer time.

5.5.3.9 Total Estimated Cost over 10 Years

Overall Cost for Option 2 is expected to be $36.7 million over the 10-year period from execution of the MCS contract in July 2020 through FY 2031-32.

5.5.3.10 Risk Analysis

Risk analysis of MCS platform remaining in its current state.

In maintaining the current model of multiple contracts for MCS with the possible entrance of new providers and new emerging technology may create significant risks and required efforts on both the enterprise and customer side. Some of the emerging technology may include 5G network and related technology offerings, emerging public safety integration, device transitioning, and future technological innovations.

The most significant risks and required efforts are on the customer side of transitioning to a new or different MCS platform. Each agency will be required to assess current capabilities and requirements for transition to a new or different MCS platform. Standards, methods, and practices for transition to a new or different MCS platform have been developed through experience by all large carriers who have accomplished this transition for other enterprise customers besides the State of Florida. Furthermore, some additional training of agency IT staff may be required, but it is anticipated that this can be provided over time.

Also, with this option the lack of visibility of detailed reporting information regarding customers, device type, usage of service type, plans and features, and other valuable informational data may not be consistently provided and reported. This reporting data is needed for future analysis of the MCS contract to ensure the most advantageous services and pricing for the State of Florida.

5.5.3.11 Mitigation Plan

Mitigation of negative consequences of MCS platform remaining in its current state is provided by the following factors:

1. The industry will be adapting to emerging technologies as the standard platform for mobile telecommunication services.
2. The current MCS business process and platform experience can be leveraged in any new technology and vendor transitions.
4. The onboarding process of a potential new MCS service provider is expected to occur over a fairly short time period.
5. The MCS business process would remain on an existing and operating network with which all users are familiar. Current users are familiar with the day to day operation of MCS.
6. Existing MCS contracts remain in place throughout the transition period.
7. Development and implementation of stringent SLAs to manage service provider's service performance, including technical, service delivery and financial requirements.

5.5.3.12 Implementation Timeline for Option 2 & 3

The schedule that, at a minimum, must be adhered to in order to achieve the estimated savings is indicated below in the MCS timeline, which has been combined for both Options 2 & 3 as they would be the same timeline projection. See Section 5.5.5 for the draft timeline.

5.5.4 Option 3 – Insource/Outsource (Distribution Channel Only)

This option represents the lightest MVNO business model, where DMS would only provide its distribution channel to the mobile network operator (MNO) while the MNO provides the rest of the business, from access network to the definition of the mobile service offer. This is the model that requires the lowest investment and overhead for DMS. However, most of the business services remain with the network provider. Therefore, this option provides very limited control of the business and value proposition of the service.

5.5.4.1 Technology Requirements

All technology responsibilities are outsourced to the mobile communications provider in Option 3. This includes all technology requirements as outlined in Option 2 and includes air card services.

5.5.4.2 Billing

All billing responsibilities are outsourced to the service provider in Option 3.

5.5.4.3 Customer Service

All customer service responsibilities are outsourced to the service provider in Option 3.

5.5.4.4 DMS Role

The DMS role in Option 3 is to only provide a distribution channel for the service provider.

5.5.4.5 Direct & Indirect Cost

In addition to the Direct and Indirect Costs listed in Section 5.5 above, Option 3 envisions 2 FTE for the management of the MCS contract and services**.**

5.5.4.6 Overall Cost

To comply with the statutory requirement to "develop a system of equitable billings and charges for telecommunications services" stated in subsection 282.703(2), F.S., SUNCOM uses administrative cost recovery rates assessed for each SUNCOM service. Approximately 93.7 percent of SUNCOM's costs are payments to contracted telecommunications vendors. The remaining 6.3 percent of SUNCOM's costs are the costs of engineering, designing, procuring, ordering, installing, monitoring, auditing, invoicing, and managing these SUNCOM services. These support service rates are funded through the imposition of the administrative cost recovery rates, which are added to vendor charges for SUNCOM services. Some SUNCOM services bear more of these costs than others based upon the relative share of support service resources committed to sustaining the service, and so have a higher rate. The underlying goal of the cost recovery model is to ensure the solvency of the Communications Working Capital Trust Fund. Since 2012, the rate charged to SUNCOM's Wireless Data Service customers has been between two and a half to 3 percent.

Quarterly, DivTel reviews a report showing the profitability of services based on service utilization and service costs. In order to address any inequity identified upon review of these figures, rate reductions and customer credits are used. A customer credit is a one-time liquidation of excess revenue without any associated rate reduction. Customer credits are issued when a service achieves unanticipated excess revenue over expenses. Through customer credits, SUNCOM can ensure equitable billings without risking its ability to sustain a service over the longer term. The SUNCOM'S Wireless Data Service is a stable service with low overhead and has received customer credits over the years.

A reduction in the cost recovery rates associated with SUNCOM's telecommunications services results in recurring cost avoidance to the existing customers of the affected service.

Such a reduction also represents costs avoided by future customers of the service. The recurring nature of the fiscal impact associated with a cost recovery rate reduction requires that adequate consideration be given to both existing and future market conditions associated with the SUNCOM service. With the maturity and growth of SUNCOM's Wireless Data Service, we are experiencing an increase in revenues.

5.5.4.7 Potential Savings

It is anticipated that over the life of the new MCS contract that cost savings will be achieved through leveraging State buying power realizing lower costs than available commercially, including volume discounts, and the continued availability to the State of emerging and evolving technology surrounding mobile communications.

5.5.4.8 Transition Costs/Considerations

There are minimal transition cost risks considered in Option 3 as this option leaves MCS in its current state with the exception of air cards, which become the responsibility of the service provider. Should the future procurement not result in a contract, or contracts, with one of the current incumbent providers, there may be costs associated with transition for end users with "locked" devices (devices that only work on a specific provider's network), along with DMS staff and customer time.

5.5.4.9 Total Estimated Cost over 10 Years

Overall Cost for Option 3 is expected to be $36.7 million over the 10-year period from execution of the MCS contract in July 2020 through FY 2031-32. DMS's participation in administering air cards is an incidental cost and does not impact the overall cost for Option 3.

5.5.4.10 Risk Analysis

This paragraph presents a risk analysis of DMS providing only a distribution channel for MCS services and having the vendor manage the entire MNO value chain. The risk differential between Option 2 and 3 are minor.

The risks in Option 3 would encompass the risks outlined for Option 2 in Section 5.5.3.10, with the addition of migration of the closed user group (private network access to MyFloridaNet).

Also, with this option the lack of visibility of detailed reporting information is a risk. Data regarding customers, device type, usage of service type, plans and features, and other valuable informational data may not be consistently provided and reported. This reporting data is needed for future analysis of the MCS contract to ensure the most advantageous services and pricing for the State of Florida.

5.5.4.11 Mitigation Plan

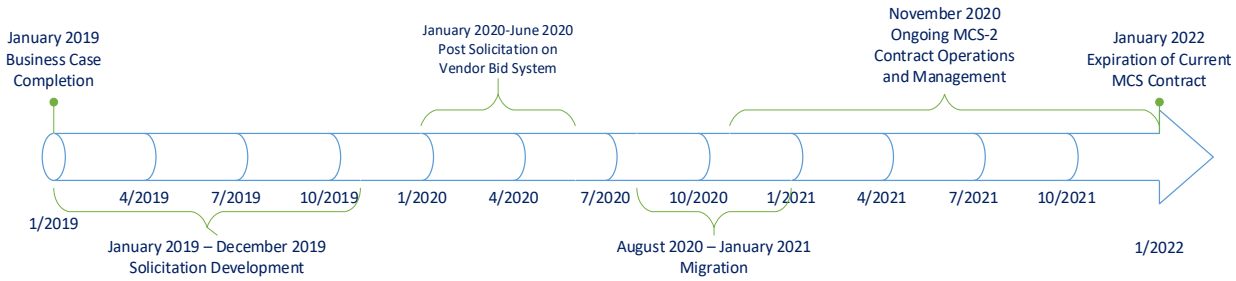
Mitigation of negative consequences of DMS providing only a distribution channel for MCS services and having the service provider manage the entire MNO would encompass the following:

1. Development and implementation of stringent SLAs to manage service provider's service performance, including technical, service delivery and financial requirements.
2. Work with the service provider and required resources to implement, troubleshoot, manage, and monitor the transition of the closed user group air card services. This would include training and other oversight needed for successful migration.
3. Work with customers and required resources to manage the MCS transition, including training and other oversight.
4. The industry will be adapting to emerging technologies as the standard platform for MCS.
5. The current MCS business process and platform experience can be leveraged in any new technology and service provider transitions.
6. The onboarding process of a potential new MCS service provider is expected to occur over a fairly short time period.
7. The MCS business process would remain on an existing and operating network with which all customers are familiar. Current users are familiar with the day to day operation of MCS.
8. Existing MCS contracts remain in place throughout the transition period as an alternative.

5.5.5 Implementation Timeline for Option 2 & 3

The schedule that, at a minimum, must be adhered to in order to achieve the estimated savings as indicated below in the MCS timeline, which has been combined for both Options 2 & 3 as they would be the same timeline projection. The image below is a placeholder until final timeline is developed with Executive Leadership. Changes to this timeline are expected to have minimal impact on the estimated savings resulting from the execution of Contracts.

Mobile Communication Services Draft Timeline



- January 2019 — Business case completion
- January 2019 – December 2019* — Solicitation development
- January 2020* - June 2020* — Post solicitation on Vendor Bid System
- July 2020* — Sign contract
- August 2020* - January 2021* — Migration
- November 2020 — MCS-2 operations and management begins
- January 2022 — Expiration of current MCS contract
- July 2025 — Completion of the initial five-year term
- July 2030 — Expiration of the MCS-2 contract, if renewed in full

**These dates are subject to change following internal review processes.*

6 Recommended Option & Detailed Discussion

The recommended option for this portion of the business case is in accordance with Subsection 287.0571(4), F.S., which outlines the requirements for contracting with private sector vendors as they can effectively and efficiently provide services and reduce the cost of government. This statute requires analysis of feasibility, cost-effectiveness, and efficiency before proceeding with outsourcing of services.

A detailed analysis for this decision provides the following key findings:

1. An analysis of the mobile communications market concludes that the MCS platform being provided today is following the correct technological path in terms of capability and service delivery;

2. The MCS reporting and analysis information regarding device type, usage of service, and other data needs to be more detailed and provided to DMS on a monthly basis;

3. An MCS platform enables a connected enterprise characterized by access to people and information virtually anytime and anywhere for faster communication and greater collaboration using a variety of devices or mediums;

4. The mobile communications industry is ever evolving and with multiple providers instead of a single service provider approach, DMS is able to provide the customer with new technology at competitive pricing;

5. As the mobile communications market continues to evolve, review of SLA requirements will need to be a priority for DMS contract management to ensure MCS customers receive the best possible service solution;

6. Improved customer awareness of the capabilities of the service offering portfolio will extend the adoption of MCS to a broader customer base;

7. Innovative technology offerings to DMS customers will provide the opportunity for growth of the MCS platform;

8. The assumption of growth of MCS services will directly result in an increase for data consumption by all customer segments;

9. The telecommunication advancements in Public Safety are continuously evolving and creating new service offerings specific to Law Enforcement, EMS, and other First Responder networks.

6.1 Summary of the Three Options Considered in This Business Case

In summary the three options considered for the next generation for Florida's mobile communications services platform are outlined below. The current services are provided by DMS, Verizon, AT&T, and Sprint.

The three options are:

1. Option 1 - Insourcing of Mobile Communications Services and support functions. For reasons described in Section 5.1.1 and 5.1.2, this option is not considered further in this business case.
2. Option 2 - Combination of Insourcing and Outsourcing (Current MCS Model) whereby DMS outsources all of the mobile telecommunication services except for the management, support, and billing of air card services.
3. Option 3 - Combination of Insourcing and Outsourcing whereby DMS outsources all of the mobile telecommunication services and acts only as a distribution channel for the service provider.

Each of these three options has been evaluated about the following attributes as supported by Section 5.6:

- Risks, disadvantages, pros and cons;
- Assumptions and constraints; and
- The schedule of key events.

6.2 Option 1 – Insource

The Department of Management Services would request the establishment and funding for state FTE positions and physical assets to support mobile communication operations as appropriate. Upon approval, DMS would establish an internal mobile communications services organization composed of these full-time state employees based upon the choice of services to insource and outsource. These positions would be incorporated into the department's Legislative Budget Request (LBR) for funding each fiscal year. The level and appropriateness of outsourcing will be determined by what services are deemed attainable through state resources.

6.3 Option 2 – Combination Insourcing and Outsourcing (Current MCS Model)

For this option, DMS would release an ITN to qualified vendors and negotiate a new contract for the identified MCS service features based upon existing mobile communications service portfolio, which includes Public Safety specific services, with consideration for emerging technology/capabilities. This option is predicated on DMS maintaining support and management of all air card services. This option is the current MCS platform. Option 2 – Combination Insource and Outsource, provides the low risk to the state while allowing competitive market

forces to keep the total cost of service delivery low. This option leverages DMS' existing staffing and service capabilities.

6.4 Option 3 – Combination Insourcing and Outsourcing (Distribution Channel Only)

For this option, DMS would release an ITN to qualified vendors and negotiate a new contract for the identified MCS service features based upon existing MCS portfolio, which includes Public Safety specific services, with consideration for emerging technology/capabilities. This option outsources all mobile communication services and operations to the service provide while DMS acts only as a distribution channel. Support for air card services would be maintained by DMS until adequate time has been provided for a migration of services to the provider. This option leverages DMS' existing staffing and service capabilities.

6.5 Recommendation

It is recommended that DMS issue a combination insourced and outsourced competitive procurement as an Invitation to Negotiate (ITN) as outlined by Option 2. This procurement should identify and incorporate the evolution of new mobile communication technologies and service offerings.

With the evolution of a Public Safety mobile communication network, consideration should be given to a multiple ITN approach.

7 Business Case Recommendations Summary

The following section is provided as an overall summary of recommendations collected from throughout the business case. They represent key points that should be considered as DMS moves forward with its chosen path for MCS. Recommendations include:

1. DMS issue a combination insourced and outsourced competitive procurement as an Invitation to Negotiate (ITN) to maintain its currently structured mobile communications services portfolio as outlined by Option 2.

2. The MCS solution should continue to allow for evolution of service and equipment technology, enabling the contract to evolve with new technology.

3. Internal support for closed user group should work with all providers to establish a private network access to MyFloridaNet.

4. Timely review of services and offerings which allows DMS to provide the most advanced mobile communication services. Market technology such as signal boosters and wearable technology are driving the need for data consumption and consumer demands.

5. Prioritize the review of current SLA requirements to ensure MCS customers are receiving the best possible service in a continuously evolving market.

6. DMS develop and implement SLAs that require consistent and timely reporting of device type, usage of service type, plans and features, and other valuable informational data is necessary. This reporting data is needed for service evaluation and monitoring, and future analysis of the Mobile Communication Services contract to ensure the most advantageous services and pricing for the State of Florida.

7. DMS maintain the necessary resources and support staff needed to manage the MCS air card users, closed user group, and its potential growth of new users. Service delivery for this offering must be managed end-to-end within the delivery configuration to ensure proper network administration is maintained. Further, all back-office functions (customer service requests and invoicing) must be properly maintained by DMS resources.

8. Create a report template to be distributed and used monthly by all contracted service providers to ensure consistency and ease of review.

9. DMS maintain the necessary resources and support staff needed for contract management and SLA monitoring to ensure proper service quality for the State of Florida.

10. Tiered or bulk pricing offerings should be explored.

11. The MCS procurement should have the goals of improved SLAs, improved reporting, and continued low pricing.

8 State Business Process & Policies

Section 287.0571 (4)(i), F.S. A description of differences among current state agency policies and processes and, as appropriate, a discussion of options for or a plan to standardize, consolidate, or revise current policies and processes, if any, to reduce the customization of any proposed solution that would otherwise be required.

In the context of the SUNCOM service portfolio, there are no impacts to existing state agency processes or policies that are not currently being managed effectively by DMS. The intended service delivery maintains a current steady state of services to all SUNCOM customers and as such the new MCS procurement does not present any additional burden on the state.

9 Performance Metrics Review

Section 287.0571 (4) (j), F.S. A description of the specific performance standards that must, at a minimum, be met to ensure adequate performance.

The current MCS contracts contain Service Level Agreements (SLAs). After review of these SLAs, the performance standards and measurements that should be met to ensure adequate performance includes:

Escalations – any future contract(s) should continue to require escalation procedures to maintain a high level of customer service to Customers.

Migration – any future contract(s) should continue to require migrations be completed within 120 days of Contract execution to maintain a high level of customer service to Customers, and a robust standard of project management.

Maintenance – any future contract(s) should continue to require notification for planned and unplanned maintenance that could affect service delivery to maintain a high level of customer service to Customers.

Appliance Failover – any future contract(s) should continue to require rapid failover to the secondary IPsec Virtual Private Network (VPN) appliance to maintain connectivity to MFN.

In addition to current SLAs, the following recommended performance standards will ensure adequate performance:

Contractor Staffing – any future contract(s) should ensure that key staffing positions are filled with personnel with the appropriate experience and qualifications with remedies for identified deficiencies.

Contractor meetings – any future contract(s) should ensure that the Department is able to adequately monitor the contracts. Ongoing operational and topic specific meetings are an appropriate tool to assist with such monitoring.

Project Management – any future contract(s) should ensure that the Department is able to adequately monitor the transition from current to future contracts. The transition should be conducted in an optimal way to achieve the standards of transition.

Billing and Reporting – any future contract(s) should ensure that the Department is able to receive invoices, credits, and reporting on cost recovery and direct billed accounts in a timely manner with all required information. Additionally, future contract(s) should require Public Safety specific reporting on Customer utilization.

Public Safety – any future contract(s) that offer public safety specific options should require a high standard of coverage across the State, compliance with industry standards for Public Safety LTE communication, and offer deployable technologies for emergency situations. Additionally, the future contract(s) should ensure Public Safety Customers have local control to enact priority and preemption of their service, a local control portal, and Pubic Safety specific customer support.

10 Projected Timeframe

Section 287.0571 (4)(k), F.S. The projected timeframe for key events from the beginning of the procurement process through the expiration of a contract.

The MCS procurement to contract expiration timeline is suggested to be established for five years, with a renewal/evaluation interval at year five, at which time new negotiations for service features and reduced pricing should take place. This contract should be put in place prior to the expiration of existing MCS contacts to allow for any migration of services needs to be met with a new portfolio of services.

See 5.5.5 for the presentation of the projected timeline and key events.

11 Public Records Compliance

Section 287.0571 (4) (l), F.S. A plan to ensure compliance with the public records law.

The procurement and a subsequent awarded contract should state that any and all records produced are subject to Ch. 119, Florida Statutes. The service provider shall allow DMS access to all documents, papers, letters, or other material subject to Ch. 119, Florida Statutes for which public record requests are made or received by the department.

12 Contingency Plan

Section 287.0571 (4) (m), F.S. A specific and feasible contingency plan addressing contractor nonperformance and a description of the tasks involved in and costs required for its implementation.

Using multiple providers as a strategy to achieve maximum coverage also minimizes the need for contingency planning related to contractor nonperformance. Having multiple contracts facilitates end-users discontinuing services from a nonperforming provider. DMS anticipates continuing its contract strategy where there are no term commitments for devices, therefore any costs related to Contractor nonperformance would be limited to the cost of moving any locked phones for one provider to another.

Future contracts should maintain provisions to address the termination for cause in the event of non- performance by the Contractor and remedies for non-performance consistent with those available in rule 60A- 1.006, F.A.C.

DMS should include SLAs in the contract in the event the service provider does not meet established performance expectations. The SLAs should provide incentive for a contractor to cure problems with performance before an event of default occurs.

Suggested Remedies for DMS for Default and Obligations upon Termination:

- Terminate the contract by providing the service provider with appropriate written notice of the effective date of termination;
- Seek equitable relief and/or institute legal proceedings against the service provider to collect payment of any money owed including, but not limited to, re-procurement costs, system replacement costs, and liquidated damages; and initiate proceedings to have service provider placed on the Suspended Vendor

list;

- Once placed on the Suspended Vendor list, state agencies will be advised not to do business with the service provider without written approval from State Purchasing until the state receives reimbursement for all re-procurement costs.

Recommended Termination Assistance Services:

- Service provider must cooperate fully with DMS and any new service provider;
- All processes and procedures performed by the service provider must be explained and appropriate documentation provided for each service layer under contract;
- Answer questions related to the migration and transition of services; and
- Termination assistance services rendered prior to the termination date of the contract will be at no additional cost to DMS. Services rendered after termination of the contract will be at a reasonable rate.

13 Transition Plan

> *Section 287.0571 (4) (n), F.S. A state agency's transition plan for addressing changes in the number of agency personnel, affected business processes, employee transition issues, and communication with affected stakeholders, such as agency clients and the public. The transition plan must contain a reemployment and retraining assistance plan for employees who are not retained by the state agency or employed by the contractor.*

Subsection 287.0571(4)(n), F.S., requires a business case to address issues that may arise when work currently being done by state employees is transferred to a contractor. There is no expectation of a need to reemploy or retrain agency personnel. The DMS staff that perform services related to MCS are expected to not have changes to their roles under Option 2. Therefore, utilizing Option 2 does not require reemployment or retraining assistance and no transition plans for employees are necessary.

14 American With Disabilities Act Of 1990, As Amended

> *Section 287.0571 (4) (o)F. S. A plan for ensuring access by persons with disabilities in compliance with applicable state and federal law.*

The Americans with Disabilities Act (ADA) prohibits discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, and telecommunications. To ensure that the service provider is compliant with state and Federal ADA laws, the procurement should request that the service provider outline a plan to identify and address any ADA concerns. Future contracts should include the requirement to comply with the provisions in Part II of Chapter 282, Florida Statutes, specifically relating to accessibility of information and technology for those with disabilities.

15 Contract Provisions

This business case does not address specifics of the contract provisions as set forth in section 287.0571(5), F.S., as they will be fully defined in the ITN. The ITN will take into consideration all other sections of the business case to aid in the development of the contract language as appropriate.

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Ron DeSantis, Governor
Jonathan R. Satter, Secretary

ITN No.: DMS-19/20-006
Attachment E – Definitions and Acronyms

All personal pronouns used in the Contract, whether used in the masculine, feminine, or gender-neutral, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. The following definitions and acronyms apply to the Contract in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60FF-1, Florida Administrative Code (F.A.C.). In the event of a conflict, the definitions provided in this document will prevail.

Access	When capitalized, this means review, inspect, transmit, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any State Data, regardless of type, form, or nature of storage; Access to a computer system or network includes local and remote access.
Business Days	Monday, Tuesday, Wednesday, Thursday, and Friday, excluding weekends and State paid holidays as set forth in section 110.117, F.S.
Contractor	The Responsive and Responsible Respondent(s), awarded a Contract, if any, pursuant to this ITN. This definition supersedes the definition in section 287.012(7), F.S.
CPNI	Customer Proprietary Network Information. The definition of CPNI is the Title 47 U.S. Code § 222(h) (2019) definition.
CRR	Cost Recovery Rate. The Department's monthly cost recovery charge applied to Customer invoices.
CSAB	Communications Service Authorization and Billing system. https://portal.suncom.myflorida.com/start/#/login
Customers	The entities that are provided services under this Contract, including State agencies, which are required to use the SUNCOM Network, and other entities authorized to use the SUNCOM Network in accordance with Chapter 282, F.S.
End-user	The individual that utilizes the device that consumes the resources defined by the monthly plan. The End-user's employer is the Customer.
EUPL	End User Price List
HA/HR	Highly-available and Highly-reliable. Systems, services, and implementations designed to eliminate planned downtime and prevent unplanned downtime; methods utilize specific hardware, software, and processes; typically implemented in mission critical services.
IP	Internet Protocol
IPsec	An Internet Engineering Task Force standard. Text from RFC 4301 - IPsec creates a boundary, between unprotected and protected interfaces, for a host or a network. Traffic traversing the boundary is subject to the access controls specified by the user or administrator responsible for the IPsec configuration.

IPsec Tunnel	Tunnels are a design technique utilized by telecommunications service providers to manage traffic. IPsec tunnels are used to create closed user groups to enforce segregation of traffic. IPsec tunnels are a specific type of tunnel which provides security services for IP packets through encryption, authentication, and protection against replay.
MFN	MyFloridaNet
OEU	Other Eligible Users. The entities provided services under this Contract that are not State agencies and are not required to use the SUNCOM Network but are otherwise authorized to use the SUNCOM Network in accordance with Chapter 282, F.S. These include, but are not limited to, political subdivisions of the State, including counties, municipalities, school districts, and water management districts. Also included are, private nonprofit elementary and secondary schools conditioned upon certain requirements, universities, libraries of community colleges, and nonprofit corporations.
Person	When capitalized in Sections 9 and 13 of Attachment B, Draft Contract, this means the Contractor's employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person operating under the Contractor's direction with Access to State Data or who enters either the premises or facilities where State Data is stored or accessible.
Reply	A formal response to this ITN.
Respondent	An entity that submits a Reply to this ITN.
SLA	Service Level Agreement
SLA Clock	Service Level Agreement Clock. The SLA clock refers to how a deliverable will be measured in terms of time for completion as stated in the particular SLA.
SNMP	Simple Network Management Protocol
State	The State of Florida
State Data	All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in its performance under this Contract.
Subcontractor	A third party performing work under the Contract at the direction of the Contractor, including affiliates, partners, teammates, and all other third-party vendors.
VPN Concentrator	Virtual Private Network Concentrator. A device, or collection of devices, built to manage secure connections within or between infrastructures.
VRF	Virtual Routing and Forwarding
WDS	Wireless Data Service
WVS	Wireless Voice Service

Department of MANAGEMENT SERVICES
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4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

Addendum No. 1 to the following Invitation to Negotiate (ITN):

Mobile Communication Services

DMS-20/21-006

Date: November 9, 2020

To: Prospective Respondents to ITN No.: DMS-20/21-006

From: Caitlen Boles, Procurement Officer

Subject: Timeline Update

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1. ITN No: DMS-20/21-006, subsection 1.8, Timeline of Events, the table is hereby amended as follows:

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
ITN posted on the VBS.		October 7, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	October 28, 2020
Department's anticipated posting of answers to Respondent's questions on the VBS.		~~November 9, 2020~~ **November 16, 2020**
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	~~November 23, 2020~~ **November 30, 2020**
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149	3:00 PM	~~November 23, 2020~~ **November 30, 2020**

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		~~December 1, 2020~~ **December 4, 2020** to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to April 12, 2021
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/432429477 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 432-429-477 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 432 429 477 Or dial directly: 432429477@67.217.95.2 or 67.217.95.2##432429477 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/432429477	10:00 AM	April 19, 2021

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Anticipated date to post Notice of Intent to Award on the VBS.		April 26, 2021
Anticipated Contract Execution.		May 2021

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax to 850-922-6312, or by email to agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

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Ron DeSantis, Governor
Jonathan R. Satter, Secretary

Addendum No. 2 to the following Invitation to Negotiate (ITN):

Mobile Communication Services

DMS-19/20-006

Date: November 16, 2020

To: Prospective Respondents to ITN No: DMS-19/20-006

From: Caitlen Boles, Procurement Officer

Subject: Respondent Questions and Department Answers

ITN No: DMS-19/20-006, is hereby amended as follows (deletions are shown by strikethrough and additions are underlined):

1. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.3.1, the third sentence, is hereby amended as follows:

   For closed user groups, the Contractor must configure both 1) public IP addresses owned by the State and Other Eligible Users and 2) private IP addresses furnished by the State ~~DMS~~ and Other Eligible Users.

2. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.9, paragraph 2, is hereby amended as follows:

   The Contractor is responsible for on-going testing of the WDS's transport system (the interconnection between MCS and MFN) to ensure proper performance. ~~The Contractor is responsible for testing each component, including wireless modems (before and after installation, if requested by the Customer), interconnection, interconnection failover, and closed user group configurations.~~ The Contractor must demonstrate successful interconnection failover for each tunnel between the primary and secondary VPN concentrators as part of the Services Infrastructure Checklist signoff and as required by DMS.

3. ITN No: DMS-19/20-006, Attachment A: Statement of Work, section 3.12, paragraph 4, is hereby amended as follows:

   The Contractor must implement internal and external security procedures to guard its networks and applications against unauthorized access. The Contractor will provide DMS a generalized description ~~copy~~ of the Contractor's associated security procedures upon request.

4. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.14.3, paragraph 3, is hereby amended as follows:

   The Contractor is required to participate in ESF-2 activities and respond to the needs of the State. The Contractor shall deliver the specified quantity (up to 100 of each type requested) of activated wireless (WVS and WDS) devices within twenty-four (24) hours of receiving the ESF-2 request. The devices will be delivered at Contract costs, with the only additional cost being reasonable expedited shipping. The Contractor shall use commercially reasonable efforts to deliver devices to any accessible (officially ordered safe to enter) location within the Contractor's service area as directed by ESF-2.

5. ITN No: DMS-19/20-006, Attachment A: Statement of Work, section 3.17.1.e, is hereby amended as follows:

   e. ~~Maintenance~~ Notifications, SLA B7, B8, B9 (Subsections 3.19.4)

6. ITN No: DMS-19/20-006, Attachment A: Statement of Work, section 3.19.4, is hereby deleted in its entirety and replaced as follows:

   4. Notifications. Electronic notifications are required during instances of significant service impact, including performance degradation, over a generalized area. **Attachment C, SLA-B7.** Electronic notifications are required in advance of maintenance activities when the activity may cause a significant service impact, including performance degradation, over a generalized area. Notifications must include an impact statement, date, time, and estimated duration of the service impact. **Attachment C, SLA-B8 and SLA-B9.**

7. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.23.1, is hereby amended as follows:

   1. Provide all reporting activities listed in SOW subsection 3.26.5, Project Management – Implementation Plan and Customer Specific Migration Plans ~~3.27.5(1)(b) and SOW subsection 3.27.5(1)(c)~~.

8. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.26.3, is hereby amended as follows:

   The Contractor shall create the following two (2) guides. These guides are deliverables subject to final acceptance by DMS. The Contractor shall update the guides when necessary as determined by either DMS or the Contractor. **Attachment C, SLA-D11.**

   1. WDS and WVS Operations Guide~~s~~. The Contractor shall create and maintain one (1) WDS and WVS Operations Guide~~s~~ describing the operational relationship between the Contractor and DMS. The guide~~s~~ must establish procedures to be followed by the Contractor while delivering services. This includes engineering, operational, and business processes for service delivery. At a minimum, the guide~~s~~ must include ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.

2. WDS and WVS User Guide~~s~~. The Contractor shall provide one (1) WDS and WVS User Guide~~s~~ that provide a set of instructions for the End-user. The User Guide~~s~~ must also contain device specifications, such as a recommendation of number of simultaneous users that each device can support.

9. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 4.5, is hereby amended as follows:

DMS Demonstration Devices. Upon DMS request, in addition to any other test device~~s~~ required by this SOW, the Contractor shall provide up to ten (10) wireless demonstration public safety device~~s~~ ~~equipment~~ (including airtime) for use by the Department for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a minimum period of thirty (30) ~~sixty (60)~~ Business Days. Any demonstration equipment, forms, and processes shall be provided, managed, and maintained by the Contractor.

Customer Demonstration Devices. The number of demonstration public safety device~~s~~ the Contractor elects to provide to Customers is at the discretion of the Contractor. The Contractor will coordinate directly with any other Customer ~~State agencies~~ regarding public safety service demonstration equipment, notifying the Department in advance of these activities.

10. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 5.8, Work Orders, is hereby amended to delete the following:

~~**Attachment C, SLA-G1.**~~

11. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 5.10, Invoicing Requirements, is hereby amended as follows:

The Contractor will invoice DMS for all fulfilled orders based on a calendar month with invoices and electronic details submitted to DMS. **Attachment C, SLA-F1.** Invoices to DMS will consist of: 1) invoices for payment on an unchangeable format (e.g., paper) that reflect the total wholesale charges for the month (referred to herein as a, "handbill"), and 2) electronic detail files that substantiate all billable services. The total of substantiated detail charges must match the payment requests on each of the handbills. All credits due must be reflected on the invoice related to the first available billing cycle after the credit has been determined. **Attachment C, SLA-F2.** Both the handbill and electronic files for the CSAB portion must be received no later than the 10th calendar day of each month.

12. ITN No: DMS-19/20-006, Attachment A: Statement of Work, Section 5.12, Audit of Contractor Invoices, is hereby amended with the following text added:

DMS will audit invoices to validate all charges against the current inventory of provided services and the prices associated with the CSAB Service Catalog. If the electronic substantiating detail provided by the Contractor contains some errors but: a) is complete (i.e., contains all of the required data elements); b) substantially corresponds with the CSAB inventory and CSAB Service Catalog; and c) matches the handbill, then DMS will send an audit exception report (B2B-7) to the Contractor detailing any disputed charges. At this time, this is a manual process. At any time during the Contract term, this may become an

electronic process, at DMS' sole discretion. DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within two (2) one (1) billing cycles from receipt of dispute. If Contractor has not resolved audit exceptions within two (2) one (1) billing cycles, the charges will be adjusted as determined by DMS.

13. ITN No: DMS-19/20-006, Attachment A: Statement of Work, Section 6.6, Customers Liability is hereby amended with the following text added:

    No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

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14. ITN No: DMS-19/20-006, Attachment C: Service Level Agreements, SLA-B7, SLA-G2, and SLA-G3 are hereby amended as follows:

Service Category	SLA Number	Deliverable Title	Performance Metric	Financial Consequence All calendar days, unless otherwise stated	Additional SLA Clock Information
Services and Devices for Mobile Communication Services	SLA-B7	Notification, Significant Service Impact ~~Planned Maintenance~~	Notification of significant service impact received one (1) hour after beginning of impact, in accordance with SOW subsection 3.19.4 and section 4. ~~received two (2) Business Days prior to any planned maintenance, in accordance with SOW subsection 3.20.4 and section 4~~	$2,500 per failure to notify	The SLA is measured by the Contractor's logs and emails. The SLA applies automatically one (1) hour after the determination of significant service impact. ~~two (2) Business Days prior to any planned maintenance for which notice is not provided.~~
Direct Ordering and Billing	SLA-G2	Direct-Billed Accounts Monthly Report	A Direct-Billed Accounts Monthly Report will be provided no later than the 30th ~~15th~~ of the month on all direct-billed accounts, in accordance with SOW subsection 6.4	$1,000 per day	
Direct Ordering and Billing	SLA-G3	Direct-Billed Accounts Quarterly Report	A Direct-Billed Accounts Quarterly Report will be provided no later than the 30th ~~15th~~ of the month on all direct-billed accounts, in accordance with SOW subsection 6.5	$1,000 per day	

Enclosure:
Questions and Answers

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Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax to 850-922-6312, or by email to agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

Invitation to Negotiate
Mobile Communication Services
ITN No. DMS-19/20-006
Questions and Answers

The Department's answers to timely submitted questions are below.

Question Number	Section	Page Number	Question	Answer
1	ITN, 3.6.1	12	We are in the telecommunications business and have the ability to provide cellular voice, data and sms services as required by this ITN. Section 3.6.1 requires minimum compliance with "Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement." This renders this ITN open to only AT&T, T-Mobile and Verizon. Am I reading this correctly?	No. Please see the entirety of ITN Section 3.6.1, including: "A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements."
2	N/A	N/A	Would it be possible to supply the SOW and required forms in Microsoft Word format for recently released ITN # DMS-19/20-006?	Vendors may contact the Procurement Officer in writing via email to request Attachment A, Statement of Work (SOW), in Microsoft Word format. Only the SOW will be provided in Microsoft Word format.
3	N/A	N/A	Would the State please provide a word version of each ITN document?	Please see Answer No. 2.
4	ITN, 1.3	4	When will the new agreement commence – May 2021 or after expiration of existing agreement?	The anticipated contract execution date is May 2021 to allow time for migration to new Contract(s), if awarded.
5	ITN, 1.3	4	Will the agreements run concurrently?	Yes. The Department expects any Contracts entered into as a result of this ITN to be concurrent.
6	ITN, 1.8	5	Will the State please consider extending the final deadline one month due to the complexity of the RFP?	No.

Question Number	Section	Page Number	Question	Answer
7	ITN, 1.8	6	Will the State provide answers to Respondents questions as available (before 11/9)? Respondents would like answers ASAP to confirm about ability to support requirements.	These answers to Respondent's timely submitted questions are being posted in accordance with Section 1.8, Timeline of Events, of the ITN.
8	Attachment A – Statement of Work	N/A	For requirements that do not allow comment, how should Respondents provide clarifications regarding our ability to support the request?	See ITN section 4.4, Negotiations. However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
9	Attachment A – Statement of Work: 4.4 & 4.8	54-55	Requirement 4.4 only references 3GPP and does not synch with 4.8 NPSTC standards. Does the State require Respondents to certify NPSTC compliance prior to (or during) the proposal stage?	Subsection 4.4 requires public safety service plans and devices to adhere to the 3GPP standard. Subsection 4.8 requires the Contractor to demonstrate that a PTT device or service adheres to the NPSTC standard before it can be advertised or marketed as 'mission critical.' Respondents are not required to certify NPSTC compliance in their Replies.
10	Attachment A – Statement of Work & Attachment C – Service Level Agreements	SLA-F2	Please confirm which requirement SLA-F2 applies.	SLA-F2 applies to SOW subsection 5.10. Please see Section 11 of Addendum No. 2.
11	Attachment A – Statement of Work & Attachment C – Service Level Agreements	SLA-G1	Please confirm SLA-G1 applies to 6.2 (not 5.8).	Confirmed, SLA-G1 applies to SOW subsection 6.2. Please see Section 10 of Addendum No. 2.
12	Attachment A – Statement of Work: 5.8	60	Does 5.8 Work Orders have an associated SLA? If yes, please confirm SLA#.	No.
13	ITN, 3.6.1	12	The State of Florida's minimum qualification requirement for 3.6.1, for being a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation's non-rural population, significantly limits competition. Many potential bidders, who have proven their ability to	Section 3.6.1 will remain the same.

Question Number	Section	Page Number	Question	Answer
			add value to large enterprise and Government customers, do not have the proper FCC certifications. ***We are a facilities based network provider with POPs all over the country and we have relationships with all major wireless providers which gives us carrier-agnostic wireless coverage of well over 90% of the nation's non-rural population.*** We believe ***there are additional companies*** that can add significant value that may not have proof of the volume of coverage. Can the State of Florida revise this requirements to be less restrictive to encourage more competition?	
14	N/A	N/A	Would D.M.S. accept responses from a Mobile Virtual Network Operator (MVNOs) if it creates more competition amongst all of the respondents and ultimately better competitively priced services for SUNCOM customers?	Mobile Virtual Network Operators (MVNOs) are not precluded from submitting a Reply. The Department interprets facilities-based mobile wireless service providers for the purpose of this procurement to include vendors that provide the services using their own network facilities and spectrum for which it holds a license, manages, or for which it has obtained the right to use via a spectrum leasing arrangement.
15	Attachment A – Statement of Work: 1.1.5 & 4.2		Under sections 1.1.5 and 4.2 which center around public safety. Would D.M.S. disqualify vendors who don't have access to Firstnet and other Wireless Priority Access on smartphones or is this an optional subsection that would only apply to Suncom customers in the area of Public Safety?	No. Section 4.2 is optional. Providing public safety specific devices, as referenced in section 1.1.5, is optional.
16	3.18	35	What is the maximum SLA penalty that can be applied in any given month? Maximum CAP?	There is no cap on the amount of SLAs that may be applied in a given month.
17	3.18.5	36	What will serve as validation for the contractor that this report was received on time by DMS?	The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General

Question Number	Section	Page Number	Question	Answer
				Overview, "[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.
18	3.19.1	37	What will serve as validation for the contractor that this report was received on time by DMS?	The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General Overview, "[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.
19	3.19.4	37	What will serve as validation for the contractor that this message was received on time by DMS?	The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General Overview, "[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.
20	3.19.4	37	How will discrepancies between Contractors time stamping and DMS time stamping be resolved?	The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General Overview, "[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.

Question Number	Section	Page Number	Question	Answer
21	2	4	In ATTACHMENT B - DRAFT CONTRACT, the "Contract and Documents Hierarchy"is not consistent with the actual ITN Attachments A through E. For example, Section 2 (1-7) identifies Attachment A as "Definitions and Acronyms" whereas, it is Attachment E in the ITN Attachments. It also refers to Attachment C as "Contractor's Pricing" with three Exhibits whereas Attachment C is "Service Level Agreements" in the ITN documents. Please provide further clarification.	Section 2, Contract Documents and Hierarchy, of the Draft Contract specifies the order of precedence for the resulting Contract(s), if any. The documents are not intended to match the ITN attachments and are updated prior to Contract execution to follow the typical naming convention (e.g., A, B, C, etc.).
22	6.6	65	The document indicates that there are 66 total pages but there are only 65 pages provided in Attachment A. Is there a missing page?	This is a clerical error and Attachment A: Statement of Work should read 65 pages.
23	6.6	65	There are no instructions at the end of Section 6 "Direct Ordering and Billing". Did The State intend to include specific instructions or a "Read, understands, and will comply" statement at the end of the section?	Please see Section 13 of Addendum No. 2.
24	1.8	6	In ITN Document, under the "Timeline of Events", the respondent requests a two month extension to January 29, 2021 based on holiday staffing issues.	No.
25	4.5	54	What is the limit on the number of device demos required? Currently, the Vendor is contracted for up to 10 demo devices.	Please see Section 9 of Addendum No. 2.
26	4.8	55	Does the statement; "Mission critical push-to-talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical", as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department." include the statements 3GPP MCPTT compliant?	3GPP MCPTT compliance is not required for NPSTC compliance, but the Department reserves the right to discuss additional compliance requirements during negotiations in accordance with ITN section 4.4, Negotiations.

Question Number	Section	Page Number	Question	Answer
27	4.8	55	Does the reference to "the Department" refer to NPSTC or State of Florida DMS?	State of Florida, DMS
28	4.8	55	Please confirm that is the correct use for compliance testing. https://www.npstc.org/documents/Functional%20Description%20MCV%20v5.doc - Included In Question Attachment 1 - Question Attachment 1 - Mission Critical Voice Communications	Confirmed.
29	ITN, 1.8	5	Will the State please consider extending the deadline for questions two weeks due to the complexity of the RFP?	No.
30	ITN, 1.8	5	Will Respondents be able to ask follow-up questions on the complete Respondent answers scheduled to be release on 11/9?	No. Respondents invited to participate in negotiations will be permitted to ask additional questions during the negotiations phase.
31	Attachment A – Statement of Work, 2	13-16	Will the State agree to add "or equivalent experience" to each Key Staff Position descriptions as follows: The (POSITION) shall possess the following minimum qualifications, or equivalent experience: 2.2 Key Staff Position - Account Manager 2.3 Key Staff Position - Project Manager 2.4 Key Staff Position - Business Operations Manager 2.5 Key Staff Position - Engineering and Design Manager 2.6 Key Staff Position - Operations and Security Manager	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.

Question Number	Section	Page Number	Question	Answer
32	Attachment A – Statement of Work, 2	13	Will the State agree to modify the language "The (POSITION) or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year" to state the following: "24x7x365 support will be available through a Care team." Key staff may not be available 24/7/365 but Contract will provide this level of support through its Care team.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
33	Attachment A – Statement of Work, 2.3	14	Will the State agree to remove minimum qualification #5 from Section 2.3 Key Staff Position - Project Manager? While the Respondent will agree to meet all other qualifications for this Key Staff Position, it is respectfully requested that the certification requirement be removed to allow more flexibility in staffing.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
34	Attachment A – Statement of Work, 3.3	18	Please confirm the CSAB portal services are only available to State agencies on one centralized DMS account?	The CSAB portal and its functionality is available to all Customers; both State agencies and OEUs.
35	Attachment A – Statement of Work, 3.3	18	Will the State agree to modify this sentence in Section 3.3 to delete the phrase "owned by the State and Other Eligible Users" and replace the language with "public IP address owned by Contractor"? The revised language would read as follows: "The Contractor must configure both 1) public IP addresses owned by Contractor ~~the State and Other Eligible Users~~ and 2) private IP addresses furnished by DMS and Other Eligible Users.	Please see Section 1 of Addendum No. 2.
36	Attachment A – Statement of Work, 3.4	19	Please confirm OEU's are not permitted to order and bill through their own instance in the CSAB portal.	The CSAB portal and its functionality is available to all Customers; both State agencies and OEUs.

Question Number	Section	Page Number	Question	Answer
37	Attachment A – Statement of Work, 3.5	20	What are the Direct-Billed OEU's permitted to do and/or order within the State CSAB?	OEU's are not restricted from ordering from the CSAB portal, its functionality is available to all Customers. This can be further discussed in negotiations.
38	Attachment A – Statement of Work, 3.6	24	Please confirm the State will continue to own and maintain all of the MFN equipment and circuitry.	Confirmed.
39	Attachment A – Statement of Work, 3.6	24	Please confirm the Respondent will maintain equipment and capacity on the Respondent side.	Please see subsection 3.6 (page 21). "In each network-to-network interface location the Contractor must provide equipment and a corresponding design that will function as an IPsec Virtual Private Network (VPN) concentrator." Please see subsection 3.15 (page 33). "The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software." See also Figure 4, IPsec VPN Interconnection into MyFloridaNet on page 22 of the SOW; the Contractor is financially responsible for its interface to the internet.
40	Attachment A – Statement of Work, 3.9	28	Will the State agree to modify the following portion of this requirement: "including wireless modems (before and after installation, if requested by the Customer)"? The Respondent will assist with the deployment and ongoing deployment / kitting support for bulk orders of (50) or more. Basic power on / connectivity testing including a QA process sampling for application load is performed for bulk orders by our kitting and staging partners. The State will have support available to	Please see Section 2 of Addendum No. 2.

Question Number	Section	Page Number	Question	Answer
			troubleshoot issues related to connectivity, CUG, Failover, etc.	
41	Attachment A – Statement of Work, 3.12	29	The Respondent respectfully requests the following be removed from this requirement: "The Contractor will provide DMS a copy of the Contractor's associated security procedures upon request." Respondent security procedures are considered proprietary. Respondent will communicate details where necessary.	Please see Section 3 of Addendum No. 2.
42	Attachment A – Statement of Work, 3.14.3	32	Is this requirement per agency and per event?	Per event, not per agency. Please see Section 4 of Addendum No. 2.
43	Attachment A – Statement of Work, 3.14.3	32	Does the State intend to keep or return devices to the Respondent after the emergency event?	Return.
44	Attachment A – Statement of Work, 3.15	33	Please confirm the State will be financially responsible for the MFN equipment and circuitry including VPN concentrators, circuits, and infrastructure components.	Please see subsection 3.15 (page 33). "The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software." See also Figure 4, IPsec VPN Interconnection into MyFloridaNet on page 22 of the SOW; the Contractor is financially responsible for its interface to the internet.
45	Attachment A – Statement of Work, 3.17	34	Please further describe what statistics on products/services from a high level to a detailed level the State is looking for Respondents to provide.	The Department will provide additional information at the time of request when the items specified in section 3.17.2 are requested from the Contractor.
46	Attachment A – Statement of Work, 3.17	34	What information does the State wish to receive regarding device trends?	Please see Answer No. 45.

Question Number	Section	Page Number	Question	Answer
47	Attachment A – Statement of Work, 3.19	37	Please confirm the DMS will funnel escalations from agencies and OEU to the Respondent as opposed to individual agencies and OEU escalating directly to the Respondent.	OEUs, State agencies, and DMS may contact the Contractor(s) directly.
48	Attachment A – Statement of Work, 3.19	37	If there is a customer impacting outage as a result of any planned maintenance, those notifications will be provided by Respondent under the unplanned maintenance notification process. Will the State agree to modify SOW subsection 3.19 to modify (4) with the following revised language? Notifications. Notifications must be for provided for ~~planned,~~ emergency, and unplanned maintenance. The Contractor shall send an electronic notification which informs DMS of 1) ~~a planned maintenance which may potentially cause a service outage; 2~~) emergency maintenance when it may cause a service outage and when there is an outage impacting a generalized area; and 2) unplanned maintenance for significant unplanned maintenance and when there is a significant performance impact over a generalized area. The notification must include an impact statement, date, time, and estimated duration of the maintenance. **Attachment C, SLA ~~B7,~~ B8, and B9.**	Please see Section 6 of Addendum No. 2.
49	Attachment A – Statement of Work, 3.23	41	SOW subsection 3.23(1) states that the Contract shall "Provide all reporting activities listed in SOW subsection 3.27.5(1)(b) and SOW subsection 3.27.5(1)(c)." Can the State please confirm that the citations to subsection 3.27.5(1)(b) and 3.27.5(1)(c) are the correct subsections? There does not appear to be subsections with these numbers in the SOW.	Please see Section 7 of Addendum No. 2.

Question Number	Section	Page Number	Question	Answer
50	Attachment A – Statement of Work, 3.23 (7)	41	Will the State agree to revise SOW Subsection 3.23(7)(c) to revise the statement "Migration does not include new Customers or Customers changing their services after migration" to state, "Migration does not include new Customers, ~~or~~ Customers changing their services after migration, or non-State agencies that opt to purchase under a different contract vehicle." Non-State agencies and are not required to use this Contract and Contractors, both incumbent and non-incumbent, should not be required to migrate those Customers to this new Contract if the non-State agency opts to utilize a different contract vehicle.	See ITN section 4.4, Negotiations. However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
51	Attachment A – Statement of Work, 3.26.2	47	Respondent respectfully requests the following be removed from this requirement: "costs and calculated earned value metrics Cost Performance Index (CPI) and Schedule Performance Index (SPI),". This portion of the requirement is not applicable to a fixed-priced wireless contract.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
52	Attachment A – Statement of Work, 3.26.2	47	Respondent requests that the State clarify that the Contractors have up to 18 months to complete the Project Implementation Phase.	Contract Nos. DMS-10/11-008A – C expire January 19, 2022. The Contract(s), if any, resulting from this ITN are anticipated to be executed in May 2021. This leaves eight (8) months for implementation. The timeframe for each awarded Contractor's implementation will be agreed upon in the Implementation and Migration Plan.
53	Attachment A – Statement of Work, 3.26.3	48	Please clarify the State's expectations for the Operations Guide. What type of topics and information would the State like included in the Guide?	During the Implementation Phase, some details related to "engineering, operational, and business processes" will need to be agreed upon between the Department and the Contractor(s). Once those standard operating procedures are written, they are to be collected and published as the Operations Guide. "At a minimum, the guide must include

Question Number	Section	Page Number	Question	Answer
				ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes." A specific example of a topic to be included in the guide will be the answer to the question, "How should the Contractor notify the State when a device is not available at the point of order?" See also Section 8 of Addendum No. 2.
54	Attachment A – Statement of Work, 3.26.5 (c)	49	Please define 'non-incumbent'.	Non-incumbent Contractors would be any vendors the Department contracts with as a result of this ITN that do not currently have an MCS Contract with the Department.
55	Attachment A – Statement of Work, 4	53	Specific to 4. Public Safety Service Plans and Devices, are Respondents permitted to not bid on this section of the ITN?	Yes.
56	Attachment A – Statement of Work, 4	53	Should the Respondent be unable to meet all Public Safety specifications as written, will there be an opportunity for Respondent to add specified services after award should those specifications be met?	Contract terms may be negotiated in accordance with ITN Section 4.4, Negotiations; however, Contract terms can only be changed after Contract execution via amendment, in accordance Section 19.10, Modification and Severability, of Attachment B, Draft Contract.
57	Attachment A – Statement of Work, 4	53	Should the Respondent be unable to meet all Public Safety specifications as written, would DMS allow Respondent's Public Safety solutions onto the contract to allow local entities to purchase such using the FL MCS contract, if they so deemed these solutions meet their needs?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
58	Attachment A – Statement of Work, 4	53	Should the Respondent need development time to meet the Public Safety specifications as written, could the Respondent be allowed a 12 month time period after award to meet such expectations, knowing no sales would occur until the specifications are met?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current terms apply.

Question Number	Section	Page Number	Question	Answer
59	Attachment A – Statement of Work, 4	53	Should the Respondent meet several of the Public Safety specifications and provide significant advantages in price or other capabilities, will it still be considered as an option for the State?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and replies must be submitted as if the current Contract terms apply.
60	Attachment A – Statement of Work, 4.5	54	What aspects of the Public Safety offer is the State looking to be demonstrated?	Test devices required by section 4.5 (wireless demonstration equipment) could be any device the awarded Contractor(s) are proposing for addition in their catalogs as a public safety device.
61	Attachment A – Statement of Work, 4.7	55	The Respondent requests the State strike 'device type' from this requirement. Responder does not always have access to this data, such as in a BYOD scenario.	The Contractor will not be required to provide information that is not available.
62	Attachment A – Statement of Work, 5.3	58	Please confirm the State's definition of inventory for this requirement (services or equipment)?	Inventory is described in subsection 5.9, Inventory.
63	Attachment A – Statement of Work, 5.9	58	How should the Respondent notify the State when a device is not available at the point of order?	This level of detail related to this business process will be developed during the implementation process.
64	Attachment A – Statement of Work, 5.5	59	Please provide a sample CSAB Service Catalog.	The requested information can be found on the Contractor's EUPLs, which are uploaded into the CSAB Service Catalog. The Department's current EUPLs can be accessed at: https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services
65	Attachment A – Statement of Work, 5.6	59	Will the State please confirm the 0.7% transaction fee that all vendors must collect for sales made on the MyFloridaMarketPlace (MFMP) online procurement system is not subject to the rules/requirements in section 5.6?	Confirm.

Question Number	Section	Page Number	Question	Answer
66	Attachment A – Statement of Work, 5.9	6.1	Please confirm the State wants a view into only the active inventory on CSAB for the DMS account, as opposed to Contractor's available device inventory.	The State is not requiring a view into the Contractor's available device inventory.
67	Attachment A – Statement of Work, 5.10	61	Is the State willing to agree to remove the phrase "based on a calendar month" from this requirement? The Respondents bill-cycles don't align with the calendar month.	A full month cycle of service is needed. Bill cycle does not have to begin on the 1st of each month and end on the 30th.
68	Attachment A – Statement of Work, 5.10	61	Is the State willing to agree to modify the timeframe for the following sentence "for electronic files for the CSAB portion must be received no later than ~~the 10th calendar day~~ of each month" to "15 business days" from this requirement? The Respondents billing process requires the additional time to complete our internal steps.	Ten (10) calendar days after the bill cycle completes for DMS CSAB accounts; however, if billed directly to Customer, no billing detail is needed for DMS.
69	Attachment A – Statement of Work, 5.11	61	Is this Substantiating Detail File specific to the CSAB bill file or required for all accounts purchasing under the contract?	The invoice substantiation file is specific to CSAB individual bills required under the Contract.
70	Attachment A – Statement of Work, 5.11	61	Please provide definition for unique ID?	CSAB inventory number.
71	Attachment A – Statement of Work, 5.12	62	The Respondent respectfully asks for the following modification to this requirement: "DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within two (2) ~~one (1)~~ billing cycle from receipt of dispute or the Contractor will advise the DMS staff if additional time is required. ~~If Contractor has not resolved audit exceptions within one (1) billing cycle, the charges will be adjusted as determined by DMS.~~"	Two bill cycle – If Contractor has not resolved audit exceptions within two (2) billing cycles, the charges will be adjusted as determined by DMS.

Question Number	Section	Page Number	Question	Answer
72	Attachment A – Statement of Work, 5.16	62	Is the State willing to agree to remove the phrase "based on a calendar month" from this requirement? The respondent bill-cycles don't align with the calendar month.	Please see Answer No. 67.
73	Attachment A – Statement of Work, 6	63	In regards to "By acceptance of an MFMP purchase order" does this refer to standard punch-out CXML PO specification?	MFMP purchase order routing is typically discussed once the Department and Contractor begin testing the MFMP punchout catalog during the Implementation Phase. The Contractor has two (2) options for order routing: email or electronic via the Ariba Network. If the Contractor elects to use email order routing, orders will be sent as an attachment using HTML format. If the Contractor elects to use electronic order routing, orders will be sent via cXML.
74	Attachment A – Statement of Work, 6.3 & 6.4	64	Please define "Customer corporate identifier".	The corporate identifier is found in reports and statements (bills) associated with direct-billed accounts. This static entry is created by the Contractor. It allows Customers and DMS to recognize reports and statements as generated under the Contract.
75	Attachment A – Statement of Work, 6.4	64	Can the State please provide a template for this report?	There is no template for the Direct-Billed Monthly Report. It is provided by the Contractor and subject to DMS final approval.
76	Attachment A – Statement of Work, 6.5	65	Can the State please provide a template for this report?	There is no template for the Direct-Billed Quarterly Report. It is provided by the Contractor and subject to DMS final approval.
77	Attachment A – Statement of Work, 6.5	65	The Respondent requests the State strike 'device type' from the Quarterly Reporting of Direct-Billed Accounts. Responder does not always have access to this data, such as in a BYOD scenario.	Please see Answer No. 61.
78	Attachment C – Service Level Agreements	1	Respondent requests a limitation on financial penalties be included in Attachment 3, Service Level Agreement to limit each individual SLA to a cap of not more than 2% of monthly revenue per SLA, with an aggregate monthly cap across	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.

Question Number	Section	Page Number	Question	Answer
			all SLAs in Attachment 3 of not more than 5% of monthly revenue under the Contract.	
79	Attachment C – Service Level Agreements	1	Will the State confirm that one, multiple, or recurring violations of an SLA will not be considered a breach of the Contract?	Please see Attachment B – Draft Contract, section 11.2. "One, multiple, or recurring violations of a SLA may be considered a breach of the Contract and may result in a suspension or cancellation of PO(s) or CSA(s). The Department reserves the right to determine when violation(s) of SLAs constitute a breach of the Contract or will result in a suspension or cancellation of PO(s) or CSA(s). The Department's determination of a breach of the Contract or suspension or cancellation of PO(s) or CSA(s) will depend on the number and severity of the SLA violation(s), disruption to service, Contractor's response, and other factors."
80	Attachment C – Service Level Agreements	1	Regarding SLA language and penalties, the ITN is not allowing any method of negotiation. Will the State reconsider, or is the only other contractor option a no-bid?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and replies must be submitted as if the current Contract terms apply.
81	Attachment C – Service Level Agreements	1	Will SLA penalty amounts be individually negotiated with each vendor, or contract consistent for all vendors?	The Department's intent is to have consistent SLAs across all Contracts, if multiple Contracts are awarded. However, the Department reserves the right to negotiate all terms with vendors individually. See also ITN section 4.4, Negotiations. However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
82	Attachment C – Service Level Agreements, SLA-B1	2	The Respondent respectfully requests the following changes to the financial consequence for this SLA:	See ITN section 4.4, Negotiations.

Question Number	Section	Page Number	Question	Answer
			$500 ~~$5,000~~ per connectivity issue incidence ~~$5,000 per quarter hour if the failover is not successful and~~ that results in downtime of longer than 500 second	However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
83	Attachment C – Service Level Agreements, SLA-B3	3	Respondent respectfully requests reducing the financial consequence from $1000 / day for the SLA Compliance Report to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
84	Attachment C – Service Level Agreements, SLA-B4	3	Respondent respectfully requests reducing the financial consequence from $1000 / day for the Escalation Activity Report to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
85	Attachment C – Service Level Agreements, SLA-B5	3	Respondent respectfully requests reducing the financial consequence from $1000 / day for the Zero Usage Report to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
86	Attachment C – Service Level Agreements, SLA-B6	3	Respondent respectfully requests reducing the financial consequence from $1000 / day for the Escalation Procedure Development and Updates to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
87	Attachment C – Service Level Agreements, SLA-B7	3	If there is a customer impacting outage as a result of any planned maintenance, those notifications will be provided by Respondent under the unplanned maintenance notification process. As such, Respondent requests that SLA-B7 Notification, Planned Maintenance be removed in its entirety?	Please see Section 14 of Addendum No. 2.

Question Number	Section	Page Number	Question	Answer
88	Attachment C – Service Level Agreements, SLA-B7	3	If SLA-B7 is not removed, Respondent respectfully requests reducing the financial consequence from $2500 / day for Planned Maintenance to $500 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
89	Attachment C – Service Level Agreements, SLA-B8	4	Respondent respectfully requests reducing the financial consequence from $2500 / day for Emergency Maintenance to $500 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
90	Attachment C – Service Level Agreements, SLA-B9	4	Respondent respectfully requests reducing the financial consequence from $2500 / day for Unplanned Maintenance to $500 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
91	Attachment C – Service Level Agreements, SLA-B10	5	Will the State agree to revise SL-B10 to remove the existing Performance Metric and replace it with the following: "The SLA clock stops for incumbent Contractors when all End-users are identified as either migrated, ~~or~~ no longer receiving services from the Contractor, or for non-State agencies having selected another contract vehicle. The SLA clock stops for non-incumbent Contractors when all End-users identified as purchasing services from the non-incumbent Contractor are migrated or for non-State agencies having selected another contract vehicle."	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
92	Attachment C – Service Level Agreements, SLA-D17	8	Respondent respectfully requests SLA-D17 be removed in its entirety because most tasks in the checklist have individual SLAs already assigned.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and replies must be submitted as if the current Contract terms apply.

Question Number	Section	Page Number	Question	Answer
93	Attachment C – Service Level Agreements, SLA-F1	8	The Respondent respectfully requests the removal of this SLA due to the ambiguity of 'complete and accurate'.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
94	Attachment C – Service Level Agreements, SLA-F1	8	Respondent respectfully requests reducing the financial consequence from $1000 / day for delayed invoices to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
95	Attachment C – Service Level Agreements, SLA-F2	8	The Respondent respectfully requests the removal of this SLA. The financial consequence could far exceed most credits and the Respondent's standard business practice it to apply credits within two (2) billing cycles.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
96	Attachment C – Service Level Agreements, SLA-G1	9	Please confirm the fees cited as previous in the following Performance Metric should be for the current quarter: "An electronic Cost Recovery Payment will be provided within forty-five (45) days after the end of the calendar quarter to cover the fees collected for the previous quarter, in accordance with SOW subsection 6.2"	This is correctly stated in Attachment C, SLA-G1. For example, the Cost Recovery Payment for the calendar quarter January through March is due by May 15th, which is within forty-five (45) days after the end of the calendar quarter.
97	Attachment C – Service Level Agreements, SLA-G2	9	The Respondent respectfully requests the following change to this requirement: A Direct-Billed Accounts Monthly Report will be provided no later than the 30th ~~15th~~ of the month on all direct-billed accounts, in accordance with SOW subsection 6.4	Please see Section 14 of Addendum No. 2.

Question Number	Section	Page Number	Question	Answer
98	Attachment C – Service Level Agreements, SLA-G2	9	Respondent respectfully requests reducing the financial consequence from $1000 / day for delayed invoices to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
99	Attachment C – Service Level Agreements, SLA-G3	9	The Respondent respectfully requests the following change to this requirement: A Direct-Billed Accounts Quarterly Report will be provided no later than the 30th ~~15th~~ of the month on all direct-billed accounts, in accordance with SOW subsection 6.5	Please see Section 14 of Addendum No. 2
100	Attachment C – Service Level Agreements, SLA-G3	9	Respondent respectfully requests reducing the financial consequence from $1000 / day for delayed invoices to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.

Department of MANAGEMENT SERVICES
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850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

Addendum No. 3 to the following Invitation to Negotiate (ITN):

Mobile Communication Services

DMS-20/21-006

Date: March 29, 2021

To: Prospective Respondents to ITN No.: DMS-20/21-006

From: Caitlen Boles, Procurement Officer

Subject: Timeline Update

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1. ITN No: DMS-20/21-006, subsection 1.8, Timeline of Events, the table is hereby amended as follows:

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
ITN posted on the VBS.		October 7, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	October 28, 2020
Department's anticipated posting of answers to Respondent's questions on the VBS.		November 16, 2020
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	November 30, 2020
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073	3:00 PM	November 30, 2020

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		December 4, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 ~~to April 12, 2021~~ **April 29, 2021**
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/170310357 **You can also dial in using your phone.** United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 **Access Code:** 170-310-357 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 170 310 357 Or dial directly: 170310357@67.217.95.2 or 67.217.95.2##170310357 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/170310357	10:00 AM	~~April 19, 2021~~ **May 3, 2021**
Anticipated date to post Notice of Intent to Award on the VBS.		~~April 26, 2021~~ **May 10, 2021**

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Anticipated Contract Execution.		May 2021

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax to 850-922-6312, or by email to agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

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850-488-2786

Ron DeSantis, Governor

Addendum No. 4 to the following Invitation to Negotiate (ITN):

Mobile Communication Services

DMS-19/20-006

Date: April 27, 2021

To: Prospective Respondents to ITN No.: DMS-19/20-006

From: Caitlen Boles, Procurement Officer

Subject: Timeline Update

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1. ITN No: DMS-19/20-006, subsection 1.8, Timeline of Events, the table is hereby amended as follows:

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
ITN posted on the VBS.		October 7, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	October 28, 2020
Department's anticipated posting of answers to Respondent's questions on the VBS.		November 16, 2020
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	November 30, 2020
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073	3:00 PM	November 30, 2020

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		December 4, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to ~~April 29, 2021~~ **May 26, 2021**
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/170310357 **You can also dial in using your phone.** United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 **Access Code:** 170-310-357 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 170 310 357 Or dial directly: 170310357@67.217.95.2 or 67.217.95.2##170310357 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/170310357	10:00 AM	~~May 3, 2021~~ **May 27, 2021**
Anticipated date to post Notice of Intent to Award on the VBS.		~~May 10, 2021~~ **June 1, 2021**

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Anticipated Contract Execution.		~~May 2021~~ **June 2021**

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax to 850-922-6312, or by email to agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

Attachment G – Additional Terms and Conditions

1. **Restrictions.** Except as specifically provided in the Statement of Work (SOW) or for State inter-agency transactions, the Department and Customer agrees not to (i) resell any aspect of the service, or (ii) bundle any aspect of the service with any product or device not directly provided to the Department or Customer by Contractor, whether for profit or otherwise. The Department or Customer has no proprietary or ownership rights to a specific number, IP addresses not provided by the Department, or e-mail address assigned to the Department, Customer or Customer's device as part of a service or product. The Department or Customer and its End Users will not use the service or products to send any harassing, threatening, obscene, fraudulent, unlawful, abusive or unsolicited commercial text, e-mail or other messages, or in such a way as to create damage, harm or risk to Contractor's business, reputation, employees, subscribers, facilities, third parties or to the public generally. The Department, Customer and its End Users will not use the services or products in a manner that (a) accesses the accounts of others without authority; (b) tampers with, reprograms, alters, or otherwise modifies the services or products to circumvent any of Contractor's policies (e.g., privacy, network management policies); (c) violates intellectual property rights; (d) conflicts with applicable laws; or (e) is not in accordance with this Contract. If Contractor suspects any violation of the foregoing, Contractor may suspend the suspected violator's service. If Contractor confirms any violation of the foregoing, Contractor may deactivate the violator's service with prior written notice in accordance with Contract Section 3.4, Payment Invoicing.

   1.1 Security. Customer will protect usernames and passwords for the Customer's billing account in the Contractor's system for the purchase and use of services and devices (master accounts). Customer will promptly notify Contractor of any unauthorized use of Customer's master account or other security breach of master account information or credentials, or any fraudulent use of the master account, where Customer has knowledge. Customer is responsible for all master account usage. Customer will cooperate with Contractor in investigating all unauthorized use and suspected unlawful or fraudulent use associated with its master Accounts.

2. **DISCLAIMER OF WARRANTIES.**
CONTRACTOR, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, "**CONTRACTOR PARTIES**") MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND PRODUCTS, EXCEPT FOR ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED BY THE MANUFACTURER WITH THE PRODUCTS. ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, OR BY ANY OF CONTRACTOR'S AGENTS (EXCEPT FOR THE "T-MOBILE LIMITED WARRANTY"), ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY CONTRACTOR PARTIES. CONTRACTOR PARTIES DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON THEIR BEHALF AND CUSTOMER WILL NOT RELY ON ANY SUCH STATEMENT. CONTRACTOR PARTIES DO NOT WARRANT THAT THE INFORMATION, SERVICES OR PRODUCTS WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE. CONTRACTOR PARTIES DO NOT GUARANTEE THAT CUSTOMER'S

COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT CUSTOMER COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR. CUSTOMER IS RESPONSIBLE FOR MAINTAINING VIRUS AND OTHER INTERNET SECURITY PROTECTIONS WHEN ACCESSING THE INTERNET, SERVICES AND THIRD PARTY PRODUCTS AND SERVICES.

3. PRIVACY

Contractor receives limited personal information necessary to allow Contractor to manage the relationship with Customer under Customer's master account, such as the business contact information of the employee Customer designates to manage the master account. Contractor also generates personal information through operation of the services provided, for example details of calling history and call locations, which are considered Customer Proprietary Network Information ("**CPNI**") under FCC rules (47 USC §222), and other important information related to use of data services, which is not CPNI. In accordance with Section 9, Data Security, of the Contract, Contractor will collect, use, disclose, or otherwise process such information, and will protect the security, integrity, and confidentiality of such information, in accordance with Contract Section 9, Data Security, and its privacy policy at www.t-mobile.com/privacy, as amended from time to time.

4. ACCOUNT ACCESS AUTHORIZATION

Customer authorizes Contractor's authorized support staff to access Customer's master accounts to perform maintenance, service, or security functions where warranted by Contractor business or security procedures, even in the absence of a direct request from the Customer. For example, such access includes but is not limited to: change of address where Contractor receives notice of such a change from the US Postal Service, or the security passwords where we detect a password compromise.

5. TECHNOLOGY EVOLUTION

5.1 In the normal course of technology evolution and enhancement, Contractor continually updates and upgrades its services, products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Contractor will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Contract to the contrary, Contractor reserves the right, in its sole discretion, after providing the notice set forth in subsection 5.2 below, to: (a) migrate Customer to a replacement technology; or (b) discontinue any service, product, network standard, or technology without either party being in breach of the Contract or incurring early termination liability relating to the discontinuance of the affected service, product, network standard, or technology. This section does not govern any process contemplated within SOW section 1.4, End User Price Lists and Vendor's Device List.

5.2 If Contractor takes any action set forth in subsection 5.1 above, Contractor will provide advance notice reasonably designed to inform Customer (if affected) of such pending action. The form of Contractor's notice may include providing written notice to any address (a) listed in the Contract for Customer, (b) Contractor uses for billing, or (c) set forth in a Purchase Order. Customer agrees that such notice is reasonable and sufficient notice of Contractor's pending action.

6. TAXES, SURCHARGES AND FEES

6.1 To the extent authorized by Florida law, Contractor will invoice Customer's master account for any taxes or government-sanctioned surcharges and fees that the Contractor is required to collect by law and pay to public entities. Contractor may also invoice Customer a Federal Universal Service Fund (FUSF) surcharge to recover the costs of Contractor's contribution to the FUSF incurred in provisioning the Services to Customer. The FUSF surcharge rate varies by quarter.

6.2 Tax Situs. Customer will provide accurate information to Contractor regarding Customer's place(s) of primary use ("PPU") of the services and products purchased under this Contract. Customer will notify Contractor of any changes to its PPUs, which should reflect Customer's street address representative of where Customer's use of the service or products primarily occurs. In the absence of such information, Contractor, in its sole discretion, will use the best information available to determine the correct situs for Taxes and Fees and charges applicable to the services and products purchased by Customer under this Contract. If Customer provides Contractor with an address (such as a PO box) that is not a recognized street address, does not identify the applicable taxing jurisdictions or does not reflect the service area associated with its master account numbers, Customer may be assigned a default location in the State of Florida for Taxes, Fees and surcharge calculation, which may result in a higher or lower charge for certain Taxes and Fees and surcharges.

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AMENDMENT NO.: 1
CONTRACT NO.: DMS-19/20-006B
CONTRACT TITLE: MOBILE COMMUNICATION SERVICES

This Amendment No. 1 ("Amendment") to Contract No.: DMS-19/20-006B, Mobile Communications Services (the "Contract"), is by and between the State of Florida, Department of Management Services (the "Department"), and T-Mobile USA (the "Contractor"), collectively referred to herein as the "Parties."

WHEREAS, the Parties entered into the Contract in accordance with Chapters 282 and 287, Florida Statutes (F.S.), effective August 4, 2021, for mobile communication services;

WHEREAS, the Parties desire to renew the Contract pursuant to Contract Section 1.2, Renewal, the Contract may be renewed up to five (5) years;

WHEREAS, statutory requirements require the Department to obtain certifications from the Contractor when the Contract is renewed or extended; and

WHEREAS, the Parties wish to amend the terms and conditions of the Contract as set forth herein.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Pursuant to Contract Section 1.2, Renewals, the Contract is hereby renewed for five (5) years commencing on August 4, 2026, and ending on August 3, 2031.

2. Contract Section 5.3, Diversity Reporting, is hereby deleted in its entirety and replaced as follows:

Section 5.3 Supplier Development

Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

Reporting Certified Business Enterprises. Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include

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the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

3. Contract Section 6.5, Scrutinized Companies – Termination by the Department, is hereby deleted in its entirety and replaced as follows:

Section 6.5 Scrutinized Companies

In accordance with the requirements of section 287.135, F.S., the Contractor certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

The Contractor further certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Terrorism Sectors List") and, to the extent that it is not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

The State Board of Administration maintains the "Scrutinized List of Prohibited Companies" under the quarterly reports section at the following link:
https://www.sbafla.com/fsb/PerformanceReports.aspx.

4. Contract Section 6.7, E-Verify, is hereby deleted in its entirety and replaced as follows:

Section 6.7 E-Verify

The Contractor shall comply with section 448.095, F.S., including the obligation to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the Contractor. By executing this contract, the Contractor certifies it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.

Pursuant to section 448.095(5)(c)1., F.S., the Customer shall terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Customer has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Customer shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

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5. Contract Section 19.11, Foreign Country of Concern, is added as follows:

   Section 19.11 Foreign Country of Concern

   If the Contract grants the Contractor access to an individual's personal identifying information, the Contractor certifies it is not prohibited from entering into the Contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843, and attached hereto. Where applicable, execution of this attestation must be completed to enter into this contract and prior to any amendment or renewal of this Contract.

6. Contract Section 19.12, Use of Coercion for Labor or Services by a Non-Governmental Entity Contractor, is added as follows:

   19.12 Use of Coercion for Labor or Services by a Non-Governmental Entity

   The Contractor has provided to the Department an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in section 787.06, F.S. ("Coerced Labor Affidavit"). The Contract, as amended, may be terminated if the Coerced Labor Affidavit is false.

7. Contract Section 19.13, Provision of Commodities Produced by Forced Labor; Denial or Revocation of the Right to Transact Business with Agencies, is added as follows:

   19.13, Provision of Commodities Produced by Forced Labor; Denial or Revocation of the Right to Transact Business with Agencies

   The Contractor, having provided to the Department a certification signed by Senior Management in accordance with the requirements of section 287.1346, F.S. ("Forced Labor Certification"), must notify the Department within 30 days after gaining actual knowledge that the Contractor has provided to an agency a commodity produced, in whole or in part, by Forced Labor.

   The Contractor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor's ability to respond to the competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the Forced Labor Vendor List in accordance with section 287.1346, F.S.

   The Contract, as amended, may be terminated if its Forced Labor Certification is false or if the Contractor is placed on the Forced Labor Vendor List in accordance with section 287.1346, F.S.

8. The following forms are incorporated into the Contract pursuant to statutory certification requirements:

   PUR 1355 Foreign Country of Concern Attestation
   PUR 2024 Use of Coercion for Labor or Services
   PUR 2023 Provision of Commodities Produced by Forced Labor

9. This Amendment is hereby made part of the Contract. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract shall remain in full force and effect. This Amendment sets forth the understanding between the Parties with regard to the subject matter thereof. To the extent any of the terms in this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

10. This Amendment is effective on the last date of execution.

SO AGREED by the Parties' authorized representatives on the dates noted below:

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Tom Berger
4810BB6123514E1...

Tom Berger, Interim Secretary

6/11/2026 | 3:06 PM EDT

Date

T-MOBILE USA

DocuSigned by:
8F686CC0343743C...

Signature

David Bezzant, Vice President

Print Name and Title

6/11/2026 | 2:54 PM EDT

Date

DocuSigned by:
B690B61B18D2433...

Reviewed by: TMUS Legal Dept.

6/11/2026 | 2:37 PM EDT

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FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

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

T-Mobile USA is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: David Bezzant

Title: Vice President

Signature: DocuSigned by: 8F686CC9343743C...

Date: 6/11/2026 | 2:54 PM EDT

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PUR 2024: Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

Entity Name: T-Mobile USA

Representative/Officer's Printed Name: David Bezzant

Representative/Officer's Title: Vice President

Signature: DocuSigned by: 8F686CC9343743C... Date: 6/11/2026 | 2:54 PM EDT

PUR 2023: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.,** when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

As defined in section 287.1346(c), Florida Statutes, "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions.

I certify that to the best of my knowledge, the commodities the entity named below is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name: T-Mobile USA

Senior Management's Printed Name: David Bezzant

Senior Management Member's Title: Vice President

Signature: DocuSigned by: 8F686CC9343743C... Date: 6/11/2026 | 2:54 PM EDT

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** G.6

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX APPROVING MULTIPLE MASTER SERVICES AGREEMENTS FOR CITYWIDE SURVEYING AND MAPPING SERVICES

Presenter: **Virginia Smith, MMC,CP,ACP, Land Management Administrator**

Attachments:

1. RESOLUTION
2. DRAFT MASTER SERVICE AGREEMENT
3. NOTICE OF INTENT TO AWARD
4. PROJECT BID OVERVIEW

Background:

The Planning Division is responsible for land surveys for citywide projects and second party survey plat reviews for development throughout the City of Palm Coast. To help improve the City's development review performance measures and to provide additional surveying professional resources, the City advertised RFSQ-ED-26-61 Citywide Surveying and Mapping in accordance with the City's Purchasing Policy. The Notice of Intent to Award and Project Bid Overview are attached. The City received ten responsive and responsible bids.

Staff evaluated all of the bids and recommends City Council approve a Master Services Agreement with the top six bidders for the Citywide surveying and mapping services. Having multiple agreements will assist with producing timely surveys and second party survey plat reviews for all land projects. The length of the Master Services Agreements term will be three years and allows for two- one (1) year renewals. The top six bidders are as follows: Alliant Engineering, Inc., CPH Inc., England-Thims & Miller Inc., George Young Inc., JBrown Professional Group, Inc., and Kimley Horn.

City staff will obtain these services on an as-needed basis using budgeted funds appropriated by City Council for land projects and second party survey plat reviews for development. The Fiscal Year 2027 Budget includes funds within the departments for these services.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING MULTIPLE MASTER SERVICES AGREEMENTS FOR CITYWIDE SURVEYING AND MAPPING SERVICES

RESOLUTION 2026-___
CITYWIDE SURVEYING AND MAPPING SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER SERVICES AGREEMENTS FOR CITYWIDE SURVEYING AND MAPPING SERVICES WITH MULTIPLE VENDORS: PROVIDING LEGISLATIVE AND ADMINISTRATIVE FINDINGS; PROVIDING FOR FUTURE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to enter master service agreements with multiple vendors for citywide surveying and mapping services; and

WHEREAS, the City Council of the City of Palm Coast desires to approve the agreements for the above-mentioned project for the City of Palm Coast.

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

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

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Services Agreements with multiple vendors for surveying and mapping services, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendments for changes totaling less than $100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Services Agreement on behalf of the City for any other changes that may be necessary.

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to

invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachments: Exhibit "A" MSA Agreements (6)

MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20____ ("Effective Date"), between ETM Surveying & Mapping whose primary place of business is 14775 Old St. Augustine Road, Jacksonville, FL 32258 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **CITY-WIDE SURVEYING AND MAPPING SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-26-61 (RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.70; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

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

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of three (3) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. **Termination By SUPPLIER**. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. **Cooperation**. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. **Survivability**. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY

to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

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

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

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

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

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

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

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all

obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

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

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.087, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

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

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

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

F. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

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

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

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

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of

such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	Scott A. Graham, PSM
City of Palm Coast	ETM Surveying & Mapping
160 Lake Avenue	14775 Old St. Augustine Road
Palm Coast, Florida 32164	Jacksonville, FL 32258

20. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. **PUBLIC RECORDS LAW.**

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

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

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

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

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST	**SUPPLIER**
By: _____	By: _____ (Authorized Signatory)
Print Name: Michael McGlothlin	Print Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

Exhibits
A - Work Order Template Form
B - Insurance Requirements

Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # N/A

Contract Resolution # _____ Work Order Resolution # N/A

TOTAL COST: $_____

1. INCORPORATION BY REFERENCE The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. METHOD OF COMPENSATION (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. PRICING (chose one): ____ ATTACHED _____ INCLUDED IN CONTRACT
4. SCHEDULE (chose one):_____ AS NEEDED BASIS ____ SHALL BE COMPLETED BY - ____/____/20____
5. DESCRIPTION OF SERVICES (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. OTHER ATTACHMENTS TO THIS WORK ORDER: _____No _____ Yes If yes, identify:_____
7. ORG CODE OBJ CODE PROJECT CODE VENDOR #
8. TIME IS OF THE ESSENCE: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. CONFLICT. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the date below written for execution by the CITY for the purposes stated herein.

DRAFT

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: City Manager or Designee
Date: _____	Date: _____
Email: _____	

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

ETM Surveying & Mapping, Inc.
Name of Proposer

Scott A. Graham, PSM | Vice President
Name and Titles of Authorized Representative(s)


Signature(s)

9/24/2026
Printed Date

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

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

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

A true and correct copy of **ETM Surveying & Mapping, Inc.** *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: **Scott A. Graham, PSM**

Title: **Vice President**

Date: **9/24/2026**

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this **24th** day of **September**, 20**26** by **Scott A. Graham, PSM** [name of officer or agent, title of officer or agent] of **ETM Surveying & Mapping, Inc.** [name of contractor company acknowledging], a **Florida** [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced **N/A** [type of identification] as identification.

Notary Public

[NOTARY SEAL]

SHAINA ADAMS
MY COMMISSION # HH 684868
EXPIRES: September 16, 2027

Shaina Adams
Name typed, printed or stamped

My Commission Expires: 9-16-2027

Company ID Number:571783 Client Company ID Number:1574963

Employer England Thims & Miller Inc	
Name (Please Type or Print) Jeff Krueger	Title Director, HR
Signature Electronically Signed	Date September 01, 2020
E-Verify Employer Agent Paylocity Corporation	
Name (Please Type or Print) Jessica Walter	Title
Signature Electronically Signed	Date September 01, 2020
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date September 01, 2020

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

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

ETM Surveying & Mapping, Inc. **is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true**

Printed Name: Scott A. Graham, PSM

Title: Vice President

Signature: _____ **Date:** 9/24/2026

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Duval

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

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

Date: 9/24/2026 Signed:

Entity: ETM Surveying & Mapping, Inc. Name: Scott A. Graham, PSM

Title: Vice President

Sworn to (or affirmed) and subscribed before me this 24th day of September, 2026, by Scott A. Graham, PSM.

Notary Signature

Shaina Adams
PRINT, TYPE OR STAMP NAME OF NOTARY

[NOTARY SEAL]

SHAINA ADAMS
MY COMMISSION # HH 684868
EXPIRES: September 16, 2027

Personally known ✓

OR Produced Identification _____

Type of Identification Produced N/A

MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20____ ("Effective Date"), between Alliant Engineering, Inc. whose primary place of business is 10475 Fortune Parkway, Suite 101, Jacksonville, FL 32256 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **CITY-WIDE SURVEYING AND MAPPING SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-26-61 (RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.70; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

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

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of three (3) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. **Termination By SUPPLIER**. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. **Cooperation**. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. **Survivability**. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY

to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

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

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

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

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

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

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

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all

obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

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

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.087, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

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

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

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

F. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

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

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

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

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of

such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	Clayton Walley
City of Palm Coast	Alliant Engineering, Inc.
160 Lake Avenue	10475 Fortune Parkway, Suite 101
Palm Coast, Florida 32164	Jacksonville, FL 32256

20. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. **PUBLIC RECORDS LAW.**

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

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

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

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

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST	**ALLIANT ENGINEERING, INC.**
By: _____	By: _____ (Authorized Signatory)
Print Name: Michael McGlothlin	Print Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

Exhibits
A - Work Order Template Form
B - Insurance Requirements

Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # N/A

Contract Resolution # _____ Work Order Resolution # N/A

TOTAL COST: $_____

1. INCORPORATION BY REFERENCE The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. METHOD OF COMPENSATION (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. PRICING (chose one): ____ ATTACHED _____ INCLUDED IN CONTRACT
4. SCHEDULE (chose one):_____ AS NEEDED BASIS ____ SHALL BE COMPLETED BY - ____/____/20____
5. DESCRIPTION OF SERVICES (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. OTHER ATTACHMENTS TO THIS WORK ORDER: _____No _____ Yes If yes, identify:_____
7. ORG CODE OBJ CODE PROJECT CODE VENDOR #
8. TIME IS OF THE ESSENCE: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. CONFLICT. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the date below written for execution by the CITY for the purposes stated herein.

DRAFT

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: City Manager or Designee
Date: _____	Date: _____
Email: _____	

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: Clayton Walley

Title: Principal / VP FL Land Survey

Date: 9-15-2026

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 15 day of September, 2026 by Clayton Walley [name of officer or agent, title of officer or agent] of Alliant Engineering, Inc. [name of contractor company acknowledging], a Minnesota [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

Notary Public

[NOTARY SEAL]

Notary Public State of Florida
Katherine Liguori
My Commission HH 520857
Expires 8/20/2028

Katherine Liguori
Name typed, printed or stamped

My Commission Expires: 8-20-2026

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

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

Alliant Engineering, Inc. **is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true**

Printed Name: Clayton Walley

Title: Principal/VP PL Land Survey

Signature: [signature]

Date: 9-15-2026

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Duval

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

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

Date: 9-15-2026 Signed:

Entity: Alliant Engineering, Inc. Name: Clayton Walley

Title: Principal/VP PL Land Survey

Sworn to (or affirmed) and subscribed before me this 15 day of September, 2026 by Clayton Walley

Notary Public State of Florida
Katherine Liguori
My Commission HH 520857
Expires 8/20/2028

Notary Signature

Katherine Liguori
PRINT, TYPE OR STAMP NAME OF NOTARY

[NOTARY SEAL]

Personally known ✓

OR Produced Identification_____

Type of Identification Produced_____

MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20____ ("Effective Date"), between CPH Consulting, LLC whose primary place of business is 520 Palm Coast Parkway SW, Suite 200, Palm Coast, FL 32137 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **CITY-WIDE SURVEYING AND MAPPING SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-26-61 (RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.70; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

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

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of three (3) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. **Termination By SUPPLIER**. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. **Cooperation**. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. **Survivability**. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY

to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

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

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

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

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

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

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

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all

obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

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

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.087, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

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

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

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

F. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

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

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

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

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of

such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	Thomas Galloway, Director of Surveying and Mapping
City of Palm Coast	CPH Consulting, LLC
160 Lake Avenue	520 Palm Coast Parkway SW, Suite 200
Palm Coast, Florida 32164	Palm Coast, FL 32137

20. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. **PUBLIC RECORDS LAW.**

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

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

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

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

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST	**CPH CONSULTING, LLC**
By: _____	By: _____ (Authorized Signatory)
Print Name: Michael McGlothlin	Print Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

Exhibits
A - Work Order Template Form
B - Insurance Requirements

Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # N/A

Contract Resolution # _____ Work Order Resolution # N/A

TOTAL COST: $_____

1. INCORPORATION BY REFERENCE The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. METHOD OF COMPENSATION (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. PRICING (chose one): ____ ATTACHED _____ INCLUDED IN CONTRACT
4. SCHEDULE (chose one):_____ AS NEEDED BASIS ____ SHALL BE COMPLETED BY - ____/____/20____
5. DESCRIPTION OF SERVICES (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. OTHER ATTACHMENTS TO THIS WORK ORDER: _____No _____ Yes If yes, identify:_____
7. ORG CODE OBJ CODE PROJECT CODE VENDOR #
8. TIME IS OF THE ESSENCE: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. CONFLICT. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the date below written for execution by the CITY for the purposes stated herein.

DRAFT

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: City Manager or Designee
Date: _____	Date: _____
Email: _____	

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

CPH Consulting, LLC
Name of Proposer

Thomas Galloway, PSM | Director of Survey and Mapping
Name and Titles of Authorized Representative(s)


Signature(s)

September 11, 2026
Printed Date

520 Palm Coast Pkwy SW,
Suite 200
Palm Coast, FL 32137
Phone: 386.445.6569
Fax: 386.447.8991

CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: Thomas Galloway, PSM

Title: Director of Survey and Mapping

Date: September 11, 2026

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 11 day of September, 2026 by Thomas Galloway, PSM [name of officer or agent, title of officer or agent] of CPH Consulting, LLC [name of contractor company acknowledging], a Delaware [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A [type of identification] as identification.

Notary Public

[NOTARY SEAL]

Jennifer Houwers
Name typed, printed or stamped

JENNIFER E. HOUWERS
MY COMMISSION # HH435121
EXPIRES: August 20, 2027

My Commission Expires: 8/20/27

E-Verify

Company ID Number: 348305

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	CPH Consulting LLC
Company Facility Address	500 West Fulton Street Sanford, FL 32771
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	592068806
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

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

CPH Consulting, LLC **is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true**

Printed Name: Thomas Galloway, PSM

Title: Director of Survey and Mapping

Signature:  **Date:** September 11, 2026

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Orange

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

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

Date: September 11, 2026 Signed: Thomas J. Galloway

Entity: CPH Consulting, LLC Name: Thomas Galloway, PSM

Title: Director of Survey and Mapping

Sworn to (or affirmed) and subscribed before me this 11th day of September, 2026, by Thomas Galloway, PSM

Notary Signature

Jennifer Houwers
PRINT, TYPE OR STAMP NAME OF NOTARY

[NOTARY SEAL]

JENNIFER E. HOUWERS
MY COMMISSION # HH435121
EXPIRES: August 20, 2027

Personally known X

OR Produced Identification N/A

Type of Identification Produced N/A

MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20____ ("Effective Date"), between George F. Young, Inc. whose primary place of business is 830 Central Avenue, Suite 500, St. Petersburg, FL 33701 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **CITY-WIDE SURVEYING AND MAPPING SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-26-61 (RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.70; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

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

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of three (3) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. **Termination By SUPPLIER**. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. **Cooperation**. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. **Survivability**. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY

to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

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

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

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

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

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

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

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all

obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

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

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.087, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

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

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

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

F. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

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

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

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

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of

such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	Richard Sawyer, PSM, CH
City of Palm Coast	George F. Young, Inc.
160 Lake Avenue	830 Central Avenue, Suite 500
Palm Coast, Florida 32164	St. Petersburg, FL 33701

20. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. **PUBLIC RECORDS LAW.**

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

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

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

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

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST	**SUPPLIER**
By: _____	By: _____ (Authorized Signatory)
Print Name: Michael McGlothlin	Print Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

Exhibits
A - Work Order Template Form
B - Insurance Requirements

Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # N/A

Contract Resolution # _____ Work Order Resolution # N/A

TOTAL COST: $_____

1. INCORPORATION BY REFERENCE The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. METHOD OF COMPENSATION (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. PRICING (chose one): ____ ATTACHED _____ INCLUDED IN CONTRACT
4. SCHEDULE (chose one):_____ AS NEEDED BASIS ____ SHALL BE COMPLETED BY - ____/____/20____
5. DESCRIPTION OF SERVICES (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. OTHER ATTACHMENTS TO THIS WORK ORDER: _____No _____ Yes If yes, identify:_____
7. ORG CODE OBJ CODE PROJECT CODE VENDOR #
8. TIME IS OF THE ESSENCE: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. CONFLICT. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the date below written for execution by the CITY for the purposes stated herein.

DRAFT

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: City Manager or Designee
Date: _____	Date: _____
Email: _____	

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

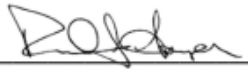
1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

George F. Young, Inc.
Name of Proposer

Richard Sawyer, PSM, CH North Florida Operations Leader
Name and Titles of Authorized Representative(s)


Signature(s)

9/18/2026
Printed Date

GEORGE F YOUNG
an SSR company

1.877.439.1919 info@georgefyoung.com www.georgefyoung.com

CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: Richard Sawyer, PSM, CH

Title: North Florida Operations Leader

Date: 9/18/2026

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 23 day of September, 2026 by Richard Sawyer, PSM, CH North Florida Operations Leader [name of officer or agent, title of officer or agent] of George F. Young, Inc. [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

Tanya Gerrard
Notary Public

[NOTARY SEAL]

Tanya Gerrard
Name typed, printed or stamped

TANYA GERRARD
Notary Public - State of Florida
Commission # HH 486691
My Comm. Expires 02-04-2028
Bonded Through
American Association Of Notaries

My Commission Expires: 2/4/28

Company ID Number: 368208

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

Employer George F. Young, Inc. **William Kent**	
Name (Please Type or Print) ***Electronically Signed***	Title **10/28/2010**
Signature	Date
Department of Homeland Security – Verification Division **USCIS Verification Division**	
Name (Please Type or Print) **Electronically Signed**	Title **10/28/2010**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**George F. Young, Inc.**
Company Facility Address:	**299 Dr. Martin Luther King Jr. St. North**
	Saint Petersburg, FL 33701
Company Alternate Address:	
County or Parish:	**PINELLAS**
Employer Identification Number:	**59071157**

Company ID Number: 368208

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	100 to 499
Number of Sites Verified for:	1

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

- FLORIDA 1 site(s)

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

Name:	**Julie A Schroeder**		
Telephone Number:	**(727) 822 - 4317 ext. 235**	Fax Number:	**(727) 822 - 2919**
E-mail Address:	**jschroeder@georgefyoung.com**		
Name:	**William Kent**		
Telephone Number:	**(727) 822 - 4317 ext. 238**	Fax Number:	**(727) 822 - 2919**
E-mail Address:	**bkent@georgefyoung.com**		

FORM 7 – PUR 1355

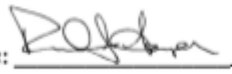
FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

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

George F. Young, Inc. **is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true**

Printed Name: Richard Sawyer, PSM, CH

Title: North Florida Operations Leader

Signature: 

Date: 9/18/2026

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Pinellas

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

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

Date: 9/23/2026 Signed: _____

Entity: George F. Young, Inc. Name: Richard Sawyer, PSM, CH

Title: North Florida Operations Leader

Sworn to (or affirmed) and subscribed before me this 23rd day of September, 2026 by _____.

Notary Signature

Tanya Gerrard

PRINT, TYPE OR STAMP NAME OF NOTARY

Tanya Gerrard

[NOTARY SEAL]

TANYA GERRARD
Notary Public - State of Florida
Commission # HH 488691
My Comm. Expires 02-04-2028
Bonded Through
American Association Of Notaries

Personally known ✓

OR Produced Identification _____

Type of Identification Produced _____

MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20____ ("Effective Date"), between JBrown Professional Group, Inc. whose primary place of business is 3530 NW 43rd Street, Gainesville, FL 32606 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **CITY-WIDE SURVEYING AND MAPPING SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-26-61 (RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.70; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

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

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of three (3) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. **Termination By SUPPLIER**. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. **Cooperation**. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. **Survivability**. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY

to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

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

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

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

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

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

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

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all

obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

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

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.087, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

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

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

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

F. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

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

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

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

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of

such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	Anthony J. Brown, Jr., PE
City of Palm Coast	JBrown Professional Group, Inc.
160 Lake Avenue	3530 NW 43rd Street
Palm Coast, Florida 32164	Gainesville, FL 32606

20. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. **PUBLIC RECORDS LAW.**

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

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

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

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

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

JBROWN PROFESSIONAL GROUP, INC.

By: _____
(Authorized Signatory)

Print Name: _____

Title: _____

Date: _____

Exhibits
A - Work Order Template Form
B - Insurance Requirements

Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # N/A

Contract Resolution # _____ Work Order Resolution # N/A

TOTAL COST: $_____

1. INCORPORATION BY REFERENCE The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. METHOD OF COMPENSATION (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. PRICING (chose one): ____ ATTACHED _____ INCLUDED IN CONTRACT
4. SCHEDULE (chose one):_____ AS NEEDED BASIS ____ SHALL BE COMPLETED BY - ____/____/20____
5. DESCRIPTION OF SERVICES (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. OTHER ATTACHMENTS TO THIS WORK ORDER: _____No _____ Yes If yes, identify:_____
7. ORG CODE OBJ CODE PROJECT CODE VENDOR #
8. TIME IS OF THE ESSENCE: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. CONFLICT. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the date below written for execution by the CITY for the purposes stated herein.

DRAFT

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: City Manager or Designee
Date: _____	Date: _____
Email: _____	

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

Gainesville
3530 NW 43rd Street
Gainesville, FL 32606
St. Augustine
4420 US-1 S, Suite 1
St. Augustine, FL 32086
jbpro.com
(844) Go-JBPro
contact@jbpro.com

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

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

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

A true and correct copy of JBrown Professional Group, Inc. dba JBPro *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

AJ Brown Jr.

Print Name: Anthony J. Brown, Jr., PE

Title: President

Date: 9/18/2026

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 18th day of September, 20 26 by Anthony J. Brown Jr. [name of officer or agent, title of officer or agent] of _____ [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

Camryn Figueroa
Notary Public

CAMRYN FIGUEROA
Notary Public
State of Florida
Comm# HH662301
Expires 12/11/2028
[NOTARY SEAL]

Camryn Figueroa
Name typed, printed or stamped

My Commission Expires: 12/11/2028

An official website of the United States government Here's how you know

E-Verify Menu

My Company Account

My Company Profile

Company Information

Company Name
JBrown Professional Group Inc

Doing Business As (DBA) Name

Company ID
721058

Enrollment Date
Oct 28, 2013

Employer Identification Number (EIN)
463710755

Unique Entity Identifier (UEI)

DUNS Number
--

Total Number of Employees
20 to 99

NAICS Code
541

Sector
Professional, Scientific, and Technical Services

Subsector
Professional, Scientific, and Technical Services

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

3530 NW 43rd Street
Gainesville, FL 32606

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

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

JBrown Professional Group, Inc, dba JBPro **is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true**

Printed Name: Anthony J. Brown, Jr., PE

Title: President

Signature:  **Date:** 9/18/2026

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Alachua

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

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

Date: 9/18/2026 Signed: AJ Brown Jr.

Entity: JBrown Professional Group, Inc. dba JBPro Name: Anthony J. Brown, Jr., PE

Title: President

Sworn to (or affirmed) and subscribed before me this 18th day of September, 2026, by Camryn Figueroa

Camryn Figueroa
Notary Signature

Camryn Figueroa
PRINT, TYPE OR STAMP NAME OF NOTARY

[NOTARY SEAL]

CAMRYN FIGUEROA
Notary Public
State of Florida
Comm# HH662301
Expires 12/11/2028

Personally known ✓

OR Produced Identification _____

Type of Identification Produced _____

MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20____ ("Effective Date"), between Kimley-Horn and Associates, Inc. whose primary place of business is ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **CITY-WIDE SURVEYING AND MAPPING SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-26-61 (RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.70; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

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

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of three (3) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. **Termination By SUPPLIER**. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. **Cooperation**. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. **Survivability**. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY

to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

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

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

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

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

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

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

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all

obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

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

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.087, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

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

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

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

F. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

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

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

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

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of

such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	Brian Ashby, Vice President
City of Palm Coast	Kimley-Horn and Associates, Inc.
160 Lake Avenue	6876 Marwick Lane, Ste 350
Palm Coast, Florida 32164	Orlando, FL 32827

20. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. **PUBLIC RECORDS LAW.**

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

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

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

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

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST	**KIMLEY-HORN AND ASSOCIATES, INC.**
By: _____	By: _____ (Authorized Signatory)
Print Name: Michael McGlothlin	Print Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

Exhibits
A - Work Order Template Form
B - Insurance Requirements

Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # N/A

Contract Resolution # _____ Work Order Resolution # N/A

TOTAL COST: $_____

1. INCORPORATION BY REFERENCE The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. METHOD OF COMPENSATION (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. PRICING (chose one): ____ ATTACHED _____ INCLUDED IN CONTRACT
4. SCHEDULE (chose one):_____ AS NEEDED BASIS ____ SHALL BE COMPLETED BY - ____/____/20____
5. DESCRIPTION OF SERVICES (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. OTHER ATTACHMENTS TO THIS WORK ORDER: _____No _____ Yes If yes, identify:_____
7. ORG CODE OBJ CODE PROJECT CODE VENDOR #
8. TIME IS OF THE ESSENCE: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. CONFLICT. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the date below written for execution by the CITY for the purposes stated herein.

DRAFT

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: City Manager or Designee
Date: _____	Date: _____
Email: _____	

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Kimley-Horn and Associates, Inc.
Name of Proposer

Brian Ashby, Vice President
Name and Titles of Authorized Representative(s)


Signature(s)

September 23, 2026
Printed Date

Kimley»Horn

CONTRACT E-VERIFY AFFIDAVIT

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

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

A true and correct copy of Kimley-Horn and Associates, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Brian Ashby

Title: Vice President

Date: September 23, 2026

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 23 day of September, 2026 by Brian Ashby, PE, VP [name of officer or agent, title of officer or agent] of Kimley-Horn and Associates, Inc. [name of contractor company acknowledging], a NC [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

Notary Public

[NOTARY SEAL]

Kohlman Fritz

Name typed, printed or stamped

KOHLMAN FRITZ
Commission # HH 720057
Expires September 15, 2029

My Commission Expires: September 15, 2029

Kimley-Horn and Associates, Inc. Profile ACTIVE

Company Information

Company Name
Kimley-Horn and Associates, Inc.

Doing Business As (DBA) Name

Company ID
2023677

Enrollment Date
Nov 16, 2022

Employer Identification Number (EIN)
560885615

Unique Entity Identifier (UEI)
DS7JWCWDLQU7

DUNS Number
061099131

Total Number of Employees
5,000 to 9,999

NAICS Code
541

Sector
Professional, Scientific, and Technical Services

Subsector
Professional, Scientific, and Technical Services

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

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

Kimley-Horn and Associates, Inc. **is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true**

Printed Name: Brian Ashby

Title: Vice President

Signature: 

Date: September 23, 2026

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Palm Beach

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

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

Date: September 23, 2026 Signed: [signature]

Entity: Kimley-Horn and Associates, Inc. Name: Brian Ashby

Title: Vice President

Sworn to (or affirmed) and subscribed before me this 23 day of September, 2026, by Brian Ashby, PE, VP.

Notary Signature

[signature]

PRINT, TYPE OR STAMP NAME OF NOTARY

[NOTARY SEAL]

KOHLMAN FRITZ
Commission # HH 720057
Expires September 15, 2029

Personally known ✓

OR Produced Identification_____

Type of Identification Produced_____

city of PALM COAST

Finance Department
Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: City-Wide Surveying and Mapping Services - RFSQ-CD-26-61

Date: 10/9/2026

Appeal Deadline: Appeals must be Filed by 5:00 PM on 10/14/2026

Firm	Final Ranking
England-Thims & Miller, Inc.	1
CPH, Inc.	2
George F. Young, Inc.	3
Kimley-Horn & Associates	4
Alliant Engineering, Inc.	5
JBrown Professional Group, Inc.	6

The intent of the City of Palm Coast is to award City-Wide Surveying and Mapping Services to England-Thims & Miller, Inc., CPH, Inc., George F. Young, Inc., Kimley-Horn & Associates, Alliant Engineering, Inc. and JBrown Professional Group, Inc.

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director

For questions regarding this Notice of Intent to Award please contact: Shannon Nolan, Procurement Coordinator, at sknolan@palmcoastgov.com.

Bid protests shall be resolved in accordance with Section 2-29, Code of Ordinances, City of Palm Coast, Florida.

A proposer may protest the results of this intended award of this Bid within three (3) business days from the posting of this recommendation to award. The proposer must file a written protest explaining in detail the nature of the protest and the grounds upon which it is based.

Failure to file a written protest to the City Manager, Mike McGlothlin (MMcGlothlin@palmcoastgov.com) shall constitute a waiver of the protest proceedings.

RFSQ-CD-26-61 - City-Wide Surveying and Mapping Services

Project Overview

Project Details	
Reference ID	RFSQ-CD-26-61
Project Name	City-Wide Surveying and Mapping Services
Project Owner	Shannon Nolan
Project Type	RFSQ
Department	Procurement
Budget	$0.00 - $0.00
Project Description	This Request for Statement of Qualifications is issued for the purpose of securing City Wide Surveying and Mapping Services
Open Date	Aug 19, 2026 8:00 AM EDT
Intent to Bid Due	Sep 24, 2026 2:00 PM EDT
Close Date	Sep 24, 2026 2:00 PM EDT

Highest Scoring Supplier	Score
England-Thims & Miller, Inc.	**92.2 pts**

Seal status

Requested Information	Unsealed on	Unsealed by
Proposal	Sep 24, 2026 2:02 PM EDT	Shannon Nolan
Required Forms	Sep 24, 2026 2:02 PM EDT	Shannon Nolan

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Carmelo Morales	Sep 29, 2026 8:55 AM EDT	No
Damaris Ramirez	Oct 01, 2026 12:07 PM EDT	No
Dennis Leap	Oct 01, 2026 10:30 AM EDT	No
Shannon Nolan	Sep 24, 2026 2:35 PM EDT	No
Michael Hanson	Sep 29, 2026 9:15 AM EDT	No
Richard Kehoe	Sep 28, 2026 7:12 AM EDT	No

Project Criteria

Criteria	Points	Description
Required Forms	Pass/Fail	Completed as requested
Proposal	Pass/Fail	Admin Review
Project Understanding and Proposal	20 pts	Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Experience with Similar Projects	50 pts	Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets

		Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Project Innovation	10 pts	Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Project Team	20 pts	Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Total	**100 pts**	

Scoring Summary

Active Submissions

	Total	Required Forms	Proposal	Project Understanding and Proposal	Experience with Similar Projects
Supplier	**/ 100 pts**	**Pass/Fail**	**Pass/Fail**	**/ 20 pts**	**/ 50 pts**
England-Thims & Miller, Inc.	92.2 pts	Pass	Pass	18.8 pts	46.6 pts
CPH, Inc.	88.8 pts	Pass	Pass	18.2 pts	44.6 pts
George F. Young, Inc.	88 pts	Pass	Pass	18.2 pts	44.2 pts
Kimley-Horn	85.2 pts	Pass	Pass	17.2 pts	43.4 pts
Alliant Engineering, Inc.	82.6 pts	Pass	Pass	16.4 pts	42.2 pts

	Total	Required Forms	Proposal	Project Understanding and Proposal	Experience with Similar Projects
Supplier	**/ 100 pts**	**Pass/Fail**	**Pass/Fail**	**/ 20 pts**	**/ 50 pts**
JBrown Professional Group Inc.	80 pts	Pass	Pass	16.6 pts	41.2 pts
SurvTech Solutions, Inc.	70.2 pts	Pass	Pass	14.2 pts	35.8 pts
Luck Grove Telecom, Inc.	67.6 pts	Pass	Pass	14.8 pts	33.8 pts
Arc Surveying & Mapping, Inc.	65 pts	Pass	Pass	13.8 pts	31.8 pts
Florida Technical Consultants	53.8 pts	Pass	Pass	11.6 pts	27 pts

	Project Innovation	Project Team
Supplier	**/ 10 pts**	**/ 20 pts**
England-Thims & Miller, Inc.	8.4 pts	18.4 pts
CPH, Inc.	8 pts	18 pts
George F. Young, Inc.	7.8 pts	17.8 pts
Kimley-Horn	7.6 pts	17 pts
Alliant Engineering, Inc.	7 pts	17 pts
JBrown Professional Group Inc.	7 pts	15.2 pts
SurvTech Solutions, Inc.	6.2 pts	14 pts
Luck Grove Telecom, Inc.	6.8 pts	12.2 pts

	Project Innovation	Project Team
Supplier	**/ 10 pts**	**/ 20 pts**
Arc Surveying & Mapping, Inc.	6.6 pts	12.8 pts
Florida Technical Consultants	5.6 pts	9.6 pts

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** G.7

Department	PUBLIC WORKS	**Amount**	OVER $100K
Division	STREETS MAINTENANCE	**Org/Account #**	10015011-052000

Subject: RESOLUTION 2026-XX APPROVING MASTER PRICE AGREEMENTS WITH FLAGLER POWER EQUIPMENT AND FLEET KLEEN, INC., (DBA ST. JOHNS SALES & SERVICE) FOR MOWER PARTS AND HANDHELD OUTDOOR EQUIPMENT

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

Attachments:

1. Resolution
2. Master Price Agreements (2)
3. Notice of Intent to Award
4. Project Overview

Background:
Council Priority:
D. Sustainable Environment & Infrastructure

In accordance with the City's Purchasing Policy, City staff advertised and solicited bid ITB-PW-26-67. Two bids were received and found to be responsive and responsible. Therefore, City staff recommends entering into price agreements with both Flagler Power Equipment and Fleet Kleen (DBA St. Johns Sales and Service) for the purchase of mower parts and handheld outdoor equipment. In support of this recommendation, the notice of intent to award and project bid overview is attached. The agreement allows for the purchase of these items that are required for the day-to-day maintenance of the City's equipment, and landscape, on an as needed basis.

Source of Funds Worksheet
Original Budget: $198,000.00
Total Expended/Encumbered to Date: $79,775.97
Pending Work Orders.Contracts: $0.00
Current (WO/Contract): $40,000.00
Balance: $78,224.03

Recommended Action:
RESOLUTION 2026-XX APPROVING MASTER PRICE AGREEMENTS WITH FLAGLER POWER EQUIPMENT AND FLEET KLEEN, INC., (DBA ST. JOHNS SALES & SERVICE) FOR MOWER PARTS AND HANDHELD OUTDOOR EQUIPMENT

RESOLUTION 2026-___
MOWER PARTS AND HANDHELD OUTDOOR EQUIPMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER PRICE AGREEMENTS WITH FLAGLER POWER EQUIPMENT AND FLEET KLEEN, INC., (DBA ST. JOHNS SALES & SERVICE) FOR MOWER PARTS AND HANDHELD OUTDOOR EQUIPMENT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE, FINALIZE AND EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Flagler Power Equipment and Fleet Kleen, Inc., (DBA St. Johns Sales & Service) desire to provide various mower parts and handheld outdoor equipment to the City of Palm Coast on an as-needed basis; and

WHEREAS, the City Council of the City of Palm Coast desires to approve a Master Price Agreement to purchase the above-mentioned materials on an as-needed basis.

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

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

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Price Agreements with Flagler Power Equipment and Fleet Kleen Inc. for the purchase of the above referenced items, as attached hereto and incorporated herein by reference as Exhibit “A” and Exhibit “B.”

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

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

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachments:
Exhibit “A” MPA with Flagler Power Equipment
Exhibit “B” MPA with Fleet Kleen Inc. (DBA St. Johns Sales & Service)

MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT ("Agreement") made and entered into this _____ day of _____, 20 __ ("Effective Date"), between FLAGLER POWER EQUIPMENT whose primary place of business is 20 Enterprise Drive, Bunnell, Florida 32110 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY").

WITNESSETH:

WHEREAS, CITY desires to procure certain goods ("Goods") as set forth in Exhibit "A" Product/Price List, attached hereto and made a part hereof, from time to time from a competent and qualified supplier and has conducted a formal Invitation to Bid #ITB-PW-26-67 entitled Mower Parts & Handheld Outdoor Equipment ("ITB") requesting bids/quotes for the Goods; and

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

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

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

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

3. COMPENSATION.

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

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

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

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

4. TERM AND TERMINATION.

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

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

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

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

C. Termination.

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

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

5. INDEMNIFICATION AND INSURANCE.

A. Indemnification/Sovereign Immunity.

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

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

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

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

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

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

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

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

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

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

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

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

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

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

a. The Contractor's political opinions, speech, or affiliations;
b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
c. The Contractor's lawful ownership of a firearm;
d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or

human trafficking;
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

13. CONTRACT DOCUMENTS. The ITB and all submissions prepared by SUPPLIER in response to the ITB are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

14. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

15. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. Any amendments to this Agreement must be in writing signed by both parties. In the event of a conflict between this Agreement and a Purchase Order or any other writing, this Agreement controls over such inconsistent or additional terms.

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

A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
B. All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verity System during the term of the contract is a condition of the contract with the City of Palm Coast.

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

17. INDEPENDENT CONTRACTOR. The relationship of the parties established by this Agreement and all Purchase Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any

manner, whatsoever. Persons employed by the SUPPLIER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:
The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:
John G. Reynolds, Owner
Flagler Power Equipment
20 Enterprise Drive
Bunnell, FL 32110

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

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

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

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

20. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the services of any subcontractors or other professional associates in connection with performance of this Agreement or any Purchase Order , SUPPLIER must first secure CITY'S prior express written approval. If subcontractors or other professional associates are required, SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates.

21. **UCC.** In addition to any rights or remedies contained in this Purchase Order, each party shall have rights, duties, and remedies available through the Uniform Commercial Code.

22. **WARRANTY.** SUPPLIER warrants that all Goods supplied are new, of good quality, and free from defects in title, workmanship, material, and in design, and are in full compliance with the specifications.In addition, SUPPLIER warrants that all work or services, if any, shall be performed in a good and competent workmanlike manner. The Goods and services hereunder are covered by the most favorable commercial warranties given any customer for such Goods and/or services, and the rights and remedies provided therein are in addition to and do not limit those available to CITY by any other clause of this Agreement. A copy of this warranty and all applicable manufacturer's warranties shall be furnished with the delivery of the Goods and, services if any. The equipment manufacturer's warranty must apply at a minimum, and must be honored by SUPPLIER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

By:_____

Print Name: Michael McGlothlin

Title: City Manager

Date:_____

FLAGLER POWER EQUIPMENT

By:_____
Authorized Signatory

Print: _____

Title:_____

Date: _____

Exhibits:
A: Product/Price List
B: Insurance Requirements

Exhibit A
PRODUCT/PRICE LIST

(See attached)

Price Schedule

ITB-PW-26-67 Price Agreement for Mower Parts

This bid will be grouped by manufacturer. Each line item in a grouping **MUST** be bid in order for the grouping to be considered. Not every grouping needs to be bid, but vendors may bid every grouping if they so desire. Only these parts will be considered **(the City will not consider "Equal or Better" parts)**. Estimated quantities are for bidding purposes only and do not guarantee the actual quantities that will be purchased as a result of this bid. **NOTE: A**

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Stihl	0000 350 6202	Fuel Pump	10	$0.00	0.00%	$0.00	$0.00
Stihl	1123 640 2074	Chain Sprocket 325 7T	10	$0.00	0.00%	$0.00	$0.00
Stihl	1137 120 1600	Air Filter	10	$0.00	0.00%	$0.00	$0.00
Stihl	3003 008 6821	20" 325 1.6 MM Bar	20	$0.00	0.00%	$0.00	$0.00
Stihl	3005 008 4717	325 063 18 Rollomati	20	$0.00	0.00%	$0.00	$0.00
Stihl	3613 005 0055	63PM 55	100	$0.00	0.00%	$0.00	$0.00
Stihl	3623 005 0084	33RS 84 Aggressive	100	$0.00	0.00%	$0.00	$0.00
Stihl	3636 005 0050	63 PM3 50	100	$0.00	0.00%	$0.00	$0.00
Stihl	3639 005 0068	26RS 68	100	$0.00	0.00%	$0.00	$0.00
Stihl	3639 005 0081	26 RS 81 Aggressive	50	$0.00	0.00%	$0.00	$0.00
Stihl	3639 005 0081	26RS 81	50	$0.00	0.00%	$0.00	$0.00
Stihl	3689 005 0068	26RM3 68	50	$0.00	0.00%	$0.00	$0.00
Stihl	4002 710 2189	Stihl Poly Cut Head	6	$0.00	0.00%	$0.00	$0.00
Stihl	4002 710 2189	Polycut 20 3	10	$0.00	0.00%	$0.00	$0.00
Stihl	4128 160 2001	Clutch Assembly	20	$0.00	0.00%	$0.00	$0.00
Stihl	4134 190 0601	Rewind Spring	6	$0.00	0.00%	$0.00	$0.00
Stihl	4137 182 1001	Throttle Trigger	10	$0.00	0.00%	$0.00	$0.00
Stihl	4137 640 0100	Gearhead	6	$0.00	0.00%	$0.00	$0.00
Stihl	414 0200 0332	FS KM Line Attachment	10	$0.00	0.00%	$0.00	$0.00
Stihl	4147 120 0605	Carburetor	7	$0.00	0.00%	$0.00	$0.00
Stihl	4147 710 7122	Drive Tube Assembly	10	$0.00	0.00%	$0.00	$0.00
Stihl	4147 711 3201	Drive Shaft	10	$0.00	0.00%	$0.00	$0.00
Stihl	4180 120 0611	Carburetor FS90/100/1	8	$0.00	0.00%	$0.00	$0.00
Stihl	4229 120 1800	Air Filter	40	$0.00	0.00%	$0.00	$0.00
Stihl	4230 740 5005	HLKM Hedgetrimmer Attachment	6	$0.00	0.00%	$0.00	$0.00
Stihl	4237 120 1800	Filter	10	$0.00	0.00%	$0.00	$0.00
Stihl	4282 120 0607	Carburetor C1Q S184	14	$0.00	0.00%	$0.00	$0.00
Stihl	4282 701 1800	Backplate	8	$0.00	0.00%	$0.00	$0.00
Stihl	FS240R	TRIMMER	2	$0.00	0.00%	$0.00	$0.00
Stihl	BR700	BACKPACK BLOWER	2	$0.00	0.00%	$0.00	$0.00
Stihl	BR800X	MAGNUM BACKPACK BLOWER	2	$0.00	0.00%	$0.00	$0.00
Stihl	HT250	POLE PRUNER	2	$0.00	0.00%	$0.00	$0.00
Stihl	FC91	EDGER	2	$0.00	0.00%	$0.00	$0.00
Stihl	BG86CE	HANDHELD BLOWER	2	$0.00	0.00%	$0.00	$0.00
Stihl	MS201TCM	CHAIN SAW	2	$0.00	0.00%	$0.00	$0.00
Stihl	FS131R	TRIMMER	2	$0.00	0.00%	$0.00	$0.00
Stihl	HL91K	HEDGE TRIMMER	2	$0.00	0.00%	$0.00	$0.00
Stihl	FS94R	TRIMMER	2	$0.00	0.00%	$0.00	$0.00
Stihl	MS291	CHAIN SAW	2	$0.00	0.00%	$0.00	$0.00
Stihl	MS251	CHAIN SAW	2	$0.00	0.00%	$0.00	$0.00
Stihl	MS250	CHAIN SAW	2	$0.00	0.00%	$0.00	$0.00
Stihl	HT132	POLE PRUNER	2	$0.00	0.00%	$0.00	$0.00
Stihl	HT131	POLE PRUNER	2	$0.00	0.00%	$0.00	$0.00
Stihl	HT94K	HEDGE TRIMMER	2	$0.00	0.00%	$0.00	$0.00
Stihl	MS194T	CHAIN SAW	2	$0.00	0.00%	$0.00	$0.00
							$0.00

Lastec	029889	Nylon Washer	200	$9.00	25.00%	$6.75	$1,350.00
Lastec	042898	Spacer-Yoke	80	$4.51	25.00%	$3.38	$270.40
Lastec	043245	Shaft, Center Blade Spindle	20	$139.06	25.00%	$104.30	$2,086.00
Lastec	045296	Pulley 5" OD Idler, Flat	10	$40.13	25.00%	$30.10	$301.00
Lastec	048898	Anti Scalp Disc	21	$25.46	25.00%	$19.10	$401.10
Lastec	054560	041864 Hub Kit	23	$95.05	25.00%	$71.29	$1,639.67
Lastec	062115	Bushing	77	$5.86	25.00%	$4.40	$338.80
Lastec	062135	Tire Rim Assembly	100	$86.05	25.00%	$64.54	$6,454.00
Lastec	063243	Bushing Kit	32	$19.06	25.00%	$14.30	$457.60
Lastec	F05011-89	Blade Washer	130	$2.40	25.00%	$1.80	$234.00
Lastec	P103	P08066 Bearing	22	$19.20	25.00%	$14.40	$316.80
Lastec	P109	Bushing	68	$4.18	25.00%	$3.14	$213.52
Lastec	P11035	Bearing	70	$19.56	25.00%	$14.67	$1,026.90
							$15,089.79

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Gravely	00181711	Belt, HB 131.00 EL AMD	1	$113.69	35.00%	$73.26	$73.26
Gravely	03790000	Slinger-Bearing	1	$11.81	27.00%	$8.53	$8.53
Gravely	06441100	Washer-FL-STL .5	1	$3.90	50.00%	$1.95	$1.95
Gravely	817-711C	Belt Cover	1	$194.94	20.00%	$155.95	$155.95
Gravely	820-320C	Heat Shield - Bed Front	1	$24.75	20.00%	$19.25	$19.25
							$258.94

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Scag	484195	Grease Cap	12	$4.76	20.00%	$3.81	$45.72
Scag	04021-20	Nut, 1.0 14 UNS JAM E	6	$6.64	20.00%	$5.31	$31.86
Scag	483966	Cutter Deck Belt	20	$104.34	20.00%	$83.47	$1,669.40
Scag	425209	Reinf, Bearing	2	$10.02	20.00%	$8.02	$16.04
Scag	461661	Electic Clutch	2	$517.84	20.00%	$414.27	$828.54
							$2,591.56

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
J.D.	63607	Bolt Kit	4	$0.00	0.00%	$0.00	$0.00
J.D.	342009	Bearing, 1 1/2"	1	$0.00	0.00%	$0.00	$0.00
J.D.	940103	Bearing, Pb Sd	1	$0.00	0.00%	$0.00	$0.00
J.D.	3161212	Plow Bolt	12	$0.00	0.00%	$0.00	$0.00
J.D.	50054451	Front SK	1	$0.00	0.00%	$0.00	$0.00
J.D.	50054452	Rear SKI	1	$0.00	0.00%	$0.00	$0.00
J.D.	50054453	Front SK	1	$0.00	0.00%	$0.00	$0.00
J.D.	50054454	Rear SKI	1	$0.00	0.00%	$0.00	$0.00
J.D.	50054545	Blade	4	$0.00	0.00%	$0.00	$0.00
J.D.	50054546	Blade	2	$0.00	0.00%	$0.00	$0.00
J.D.	500776631	BDD, 22.25""Para	8	$0.00	0.00%	$0.00	$0.00
J.D.	19M7179	Cap Scew	3	$0.00	0.00%	$0.00	$0.00
J.D.	19M7797	Screw	1	$0.00	0.00%	$0.00	$0.00
J.D.	19M7807	Screw	7	$0.00	0.00%	$0.00	$0.00
J.D.	19M7863	Screw	1	$0.00	0.00%	$0.00	$0.00
J.D.	37M7458	Screw	1	$0.00	0.00%	$0.00	$0.00
J.D.	37M7475	Screw	1	$0.00	0.00%	$0.00	$0.00
J.D.	AL36529	Switch	1	$0.00	0.00%	$0.00	$0.00
J.D.	AM118802	Switch	4	$0.00	0.00%	$0.00	$0.00
J.D.	AM123508	Filler Cap	1	$0.00	0.00%	$0.00	$0.00
J.D.	AM125824	Switch	1	$0.00	0.00%	$0.00	$0.00
J.D.	AM131841	Key Key	12	$0.00	0.00%	$0.00	$0.00
J.D.	AM136612	Fuel Pump	1	$0.00	0.00%	$0.00	$0.00
J.D.	AM137565	Fender	2	$0.00	0.00%	$0.00	$0.00
J.D.	AM138587	Push Pull Cable	1	$0.00	0.00%	$0.00	$0.00
J.D.	AM141529	Boot Kit	1	$0.00	0.00%	$0.00	$0.00
J.D.	AM148260	Cable	6	$0.00	0.00%	$0.00	$0.00
J.D.	AM878297	Solenoid	1	$0.00	0.00%	$0.00	$0.00
J.D.	AT264419	O-Ring	1	$0.00	0.00%	$0.00	$0.00
J.D.	CRRE545572	Core Charge	1	$0.00	0.00%	$0.00	$0.00
J.D.	JD7692	Ball Bearing	1	$0.00	0.00%	$0.00	$0.00

J.D.	LVA19221	Seat	2	$0.00	0.00%	$0.00	$0.00
J.D.	LVU800991	Seal	1	$0.00	0.00%	$0.00	$0.00
J.D.	M134332	Pin Fastner	1	$0.00	0.00%	$0.00	$0.00
J.D.	M134332	Snap Ring	1	$0.00	0.00%	$0.00	$0.00
J.D.	M146683	Spring	2	$0.00	0.00%	$0.00	$0.00
J.D.	M149638	Bushing	2	$0.00	0.00%	$0.00	$0.00
J.D.	M153764	Fender	1	$0.00	0.00%	$0.00	$0.00
J.D.	M155037	Synchronous Belt	2	$0.00	0.00%	$0.00	$0.00
J.D.	M156455	Grommet	1	$0.00	0.00%	$0.00	$0.00
J.D.	M158994	Gearshift Level	1	$0.00	0.00%	$0.00	$0.00
J.D.	M161799	Fuel Filter	1	$0.00	0.00%	$0.00	$0.00
J.D.	M162003	Nut	12	$0.00	0.00%	$0.00	$0.00
J.D.	M165168	Bar	2	$0.00	0.00%	$0.00	$0.00
J.D.	M168149	Seal	1	$0.00	0.00%	$0.00	$0.00
J.D.	M169164	Wheel Bolt	12	$0.00	0.00%	$0.00	$0.00
J.D.	M170531	Torsion Spring	1	$0.00	0.00%	$0.00	$0.00
J.D.	M172473	Belt	2	$0.00	0.00%	$0.00	$0.00
J.D.	M176218	Lever	1	$0.00	0.00%	$0.00	$0.00
J.D.	M177136	Lever	1	$0.00	0.00%	$0.00	$0.00
J.D.	M805834	Gasket	1	$0.00	0.00%	$0.00	$0.00
J.D.	M805835	Gasket	1	$0.00	0.00%	$0.00	$0.00
J.D.	M807519	Gasket	1	$0.00	0.00%	$0.00	$0.00
J.D.	M809526	Switch	1	$0.00	0.00%	$0.00	$0.00
J.D.	M809668	Assembly	1	$0.00	0.00%	$0.00	$0.00
J.D.	M809866	Seal	1	$0.00	0.00%	$0.00	$0.00
J.D.	M811034	Thermostat	1	$0.00	0.00%	$0.00	$0.00
J.D.	M812137	Gasket	1	$0.00	0.00%	$0.00	$0.00
J.D.	M85516	Lock Nut	3	$0.00	0.00%	$0.00	$0.00
J.D.	MIA880695	Water Pump	1	$0.00	0.00%	$0.00	$0.00
J.D.	MIU14343	Voltage Regulator	2	$0.00	0.00%	$0.00	$0.00
J.D.	MIU802421	Filter Element	12	$0.00	0.00%	$0.00	$0.00
J.D.	R528333	V-Belt	1	$0.00	0.00%	$0.00	$0.00
J.D.	R533334	Gasket	1	$0.00	0.00%	$0.00	$0.00
J.D.	RE195491	Air Filter	2	$0.00	0.00%	$0.00	$0.00
J.D.	RE198488	Air Filter	2	$0.00	0.00%	$0.00	$0.00
J.D.	RE253519	Filter Element	1	$0.00	0.00%	$0.00	$0.00
J.D.	RE504836	Oil Filter	1	$0.00	0.00%	$0.00	$0.00
J.D.	RE526915	Thermostat	1	$0.00	0.00%	$0.00	$0.00
J.D.	RE545572	Water Pump	1	$0.00	0.00%	$0.00	$0.00
J.D.	RE55107	Filter Element	1	$0.00	0.00%	$0.00	$0.00
J.D.	RE55108	Filter Element	1	$0.00	0.00%	$0.00	$0.00
J.D.	SJ11792	Hydraulic Filter	1	$0.00	0.00%	$0.00	$0.00
J.D.	SU20768	Air Filter	1	$0.00	0.00%	$0.00	$0.00
J.D.	T150016	Spacer	1	$0.00	0.00%	$0.00	$0.00
J.D.	TCA12032	Push Pull Cable	2	$0.00	0.00%	$0.00	$0.00
J.D.	TCA12080	Universal Joint	2	$0.00	0.00%	$0.00	$0.00
J.D.	TCA14413	Isolater	2	$0.00	0.00%	$0.00	$0.00
J.D.	TCA14765	Tank	1	$0.00	0.00%	$0.00	$0.00
J.D.	TCA24042	Exhaust Pipe	1	$0.00	0.00%	$0.00	$0.00
J.D.	TCU15371	Bulb	20	$0.00	0.00%	$0.00	$0.00
J.D.	TCU15372	Grommet	6	$0.00	0.00%	$0.00	$0.00
J.D.	TCU17053	Plate	1	$0.00	0.00%	$0.00	$0.00
JD	MIU803127	FUEL FILTER	60	$0.00	0.00%	$0.00	$0.00
							$0.00

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Toro	117-0390	Hydro Filter	6	$0.00	0.00%	$0.00	$0.00
Toro	109-8076	Idler Pulley	2	$0.00	0.00%	$0.00	$0.00
Toro	117-2221	Ignition Switch	2	$0.00	0.00%	$0.00	$0.00
Toro	116-0124	Pto Switch	4	$0.00	0.00%	$0.00	$0.00
Toro	116-1620	Clutch	1	$0.00	0.00%	$0.00	$0.00
Toro	114-5430	ROLLER REBUILT KIT	12	$0.00	0.00%	$0.00	$0.00
Toro	108-4022	SHAFT	6	$0.00	0.00%	$0.00	$0.00
Toro	108-4023	SHAFT	6	$0.00	0.00%	$0.00	$0.00
Toro	117-5100	SHAFT	6	$0.00	0.00%	$0.00	$0.00
Toro	29-4820	ROLLER	12	$0.00	0.00%	$0.00	$0.00

Toro	68-6840	ROLLER	10	$0.00	0.00%	$0.00	$0.00
Toro	109-8076	PULLEY	10	$0.00	0.00%	$0.00	$0.00
Toro	104-3554	SPINDLE	6	$0.00	0.00%	$0.00	$0.00
Toro	132-9421	PULLEY	10	$0.00	0.00%	$0.00	$0.00
Toro	68-6710	ROLLER	12	$0.00	0.00%	$0.00	$0.00
Toro	130-2736-01	FORK-CASTER	6	$0.00	0.00%	$0.00	$0.00
							$0.00

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Exmark	116-9981	Anti-Scalp Roller	4	$62.49	25.00%	$46.51	$186.04
Exmark	116-4667	126-7685 Idler Pulley	2	$74.99	25.00%	$54.99	$109.98
Exmark	116-4665	126-9187 Idler Pulley	2	$69.99	25.00%	$52.69	$105.38
Exmark	116-3344	Spindle Housing	1	$188.74	25.00%	$138.40	$138.40
Exmark	116-1620	Clutch	1	$429.99	25.00%	$315.32	$315.32
							$855.12

Exhibit B
INSURANCE REQUIREMENTS

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. The Certificate of Insurance shall provide that the CITY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by the CITY or the CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

1.2. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.3. Until such time as the insurance is no longer required to be maintained by the SUPPLIER, the SUPPLIER shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by the CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

1.4. Neither approval by the CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve the SUPPLIER of the SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of the SUPPLIER to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

2.2. In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

2.3. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the SUPPLIER shall, as soon as the SUPPLIER has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to the CITY the SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE.

3.1. Without limiting any of the other obligations or liability of the SUPPLIER, the SUPPLIER shall, at the SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.1.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.1.3. Business Auto Policy.

The SUPPLIER'S insurance shall cover the SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by the SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful bidder awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Bidder shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

FLAGLER POWER EQUIPMENT
Name of Bidder

JOHN REYNOLDS - OWNER
Name and Titles of Authorized Representative(s)

Signature(s)

9/6/26
Printed Date

FLAGLER POWER EQUIPMENT

September 6, 2026

I certify that Flagler Power Equipment does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes,

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

Signed

Printed name John Reynolds

Title Owner

Date Sept 6, 2026

The foregoing instrument was acknowledged before me by means of _physical presence or _online notarization this 8th day of September, 2026 by _John Reynolds____ (name of officer or agent, title of the officer or agent) of _Flagler Power Equipment_ (name of contractor company acknowledging) a __Florida__(state or place of incorporation) corporation, on of behalf of the corporation. He/she is personally known to me or has produced __Driver's license__ as identification

Nikki Rodriguez notary public

Nikki Rodriguez printed name

Notary Seal

NIKKI RODRIGUEZ
Notary Public - State of Florida
Commission # HH 825983
My Comm. Expires Aug 6, 2030
Bonded through National Notary Assn.

8/6/2030 commission expires

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: JOHN REYNOLDS

Title: OWNER

Date: 9/6/26

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 8th day of September 2026 by John Reynolds [name of officer or agent, title of officer or agent] of Flagler Power Equipment [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced Driver's License [type of identification] as identification.

Nikki Rodriguez
Notary Public

[NOTARY SEAL]

NIKKI RODRIGUEZ
Notary Public - State of Florida
Commission # HH 825983
My Comm. Expires Aug 6, 2030
Bonded through National Notary Assn.

Nikki Rodriguez
Name typed, printed or stamped

My Commission Expires: 8/6/2030

An official website of the United States government Here's how you know

E-Verify

Menu

Dashboard

User Profile

Edit

Name

REBECCA REYNOLDS

Email Address

jorebinc@aol.com

Phone Number

(386) 446-2424

1 Linked User Account

Manage and access your linked user accounts. Have additional user accounts? Use the 'Link User Account' button to link an existing user account to your user profile.

+ Link User Account

User ID	Status	User Role	Company
RREY6298	ACTIVE	Program Administrator	FLAGLER POWER EQUIPMENT

Rows Per Page 10

1

1 Existing User Account Found

There are user accounts that have the same email address as your Login.gov account.

After linking a user account, it will be accessible in the User Accounts table above. If an existing user account does not appear below, use the "Link User Account" button.

User ID	Status	User Role	Link or Hide Account
RREY1497	DEACTIVATED	Program A	Reset Password Hide

Rows Per Page 10

1

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION

(PUR 1355)

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

EAGLER Power Equipment is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: Sam Reynolds

Title: owner

Signature: [signature]

Date: 9/6/26

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of FLORIDA

County of FLAGLER

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

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

Date: 9/8/2026 Signed: JGR

Entity: FLAGLER POWER EQ Name: John Reynolds

Title: owner

Sworn to (or affirmed) and subscribed before me this 8th day of September 2026, by John Reynolds.

Nikki Rodriguez
Notary Signature

Nikki Rodriguez
PRINT, TYPE OR STAMP NAME OF NOTARY

[NOTARY SEAL]

NIKKI RODRIGUEZ
Notary Public - State of Florida
Commission # HH 825983
My Comm. Expires Aug 6, 2030
Bonded through National Notary Assn.

Personally known_____

OR Produced Identification ✓

Type of Identification Produced Driver's License

MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT ("Agreement") made and entered into this _____ day of _____, 20 __ ("Effective Date"), between FLEET KLEEN, INC. DBA ST. JOHNS SALES AND SERVICE whose primary place of business is 1146 SR 206 E St. Augustine, FL 32086 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY").

WITNESSETH:

WHEREAS, CITY desires to procure certain goods ("Goods") as set forth in Exhibit "A" Product/Price List, attached hereto and made a part hereof, from time to time from a competent and qualified supplier and has conducted a formal Invitation to Bid #ITB-PW-26-67 entitled Mower Parts & Handheld Outdoor Equipment ("ITB") requesting bids/quotes for the Goods; and

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

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

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

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

3. COMPENSATION.

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

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

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

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

4. TERM AND TERMINATION.

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

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

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

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

C. Termination.

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

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

5. INDEMNIFICATION AND INSURANCE.

A. Indemnification/Sovereign Immunity.

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

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

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

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

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

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

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

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

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

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

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

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

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

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

a. The Contractor's political opinions, speech, or affiliations;
b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
c. The Contractor's lawful ownership of a firearm;
d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or

human trafficking;
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

13. CONTRACT DOCUMENTS. The ITB and all submissions prepared by SUPPLIER in response to the ITB are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

14. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

15. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. Any amendments to this Agreement must be in writing signed by both parties. In the event of a conflict between this Agreement and a Purchase Order or any other writing, this Agreement controls over such inconsistent or additional terms.

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

A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
B. All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verity System during the term of the contract is a condition of the contract with the City of Palm Coast.

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

17. INDEPENDENT CONTRACTOR. The relationship of the parties established by this Agreement and all Purchase Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any

manner, whatsoever. Persons employed by the SUPPLIER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:
The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:
Charles Yancey, Owner
St. Johns Sales & Service
1146 State Rd. 206 E
St. Augustine, FL 32086

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

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

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

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

20. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the services of any subcontractors or other professional associates in connection with performance of this Agreement or any Purchase Order , SUPPLIER must first secure CITY'S prior express written approval. If subcontractors or other professional associates are required, SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates.

21. **UCC.** In addition to any rights or remedies contained in this Purchase Order, each party shall have rights, duties, and remedies available through the Uniform Commercial Code.

22. **WARRANTY.** SUPPLIER warrants that all Goods supplied are new, of good quality, and free from defects in title, workmanship, material, and in design, and are in full compliance with the specifications.In addition, SUPPLIER warrants that all work or services, if any, shall be performed in a good and competent workmanlike manner. The Goods and services hereunder are covered by the most favorable commercial warranties given any customer for such Goods and/or services, and the rights and remedies provided therein are in addition to and do not limit those available to CITY by any other clause of this Agreement. A copy of this warranty and all applicable manufacturer's warranties shall be furnished with the delivery of the Goods and, services if any. The equipment manufacturer's warranty must apply at a minimum, and must be honored by SUPPLIER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

By:_____

Print Name: Michael McGlothlin

Title: City Manager

Date:_____

FLEET KLEEN, INC. DBA ST. JOHNS SALES & SERVICE

By:_____
Authorized Signatory

Print: _____

Title:_____

Date: _____

Exhibits:
A: Product/Price List
B: Insurance Requirements

Exhibit A
PRODUCT/PRICE LIST

(See attached)

Price Schedule

ITB-PW-26-27- Price Agreement - City of Palm Coast

This bid will be grouped by manufacturer. Each line item in a grouping **MUST** be bid in order for the grouping to be considered. Not every grouping needs to be bid, but vendors may bid every grouping if they so desire. Only these parts will be considered **(the City will not consider "Equal or Better" parts)**. Estimated quantities are for bidding purposes only and do not guarantee the actual quantities that will be purchased as a result of this bid. **NOTE: A FORMULA is located in Column H (Yellow Highlighted) that will multiply the estimated quantity by the unit price to City to determine the total. DO NOT MAKE ENTRIES TO COLUMN H.** In addition, please provide a percentage discount from manfactorer's list price for items not listed. The bid will be awarded based on the grand total of the groupings and may therefore be awarded to more than one vendor.

Mfg.Mfg.Mf	Part No.Part No.Part No.	DescriptionDescriptionDescription	Est. Qty.Est.	Mfg. List	Discount %Discount	Price to	TotalTotalTotal
Stihl	MSA 190 T-12"	AP STIHL BATTERY SERIES	1	$399.99	21.00%	$315.99	$315.99
Stihl	HTA 140	AP STIHL BATTERY SERIES	1	$739.99	21.00%	$584.59	$584.59
Stihl	FSA 110 R	AP STIHL BATTERY SERIES	1	$359.99	21.00%	$268.59	$268.59
Stihl	GTA 40 UNIT	AS BATTERY SERIES	1	$299.99	21.00%	$236.99	$236.99
Stihl	KM91R	TRIMMER	2	$439.99	21.00%	$347.59	$695.18
Stihl	KM131R	TRIMMER	2	$539.99	21.00%	$426.59	$853.18
Stihl	FS91R	TRIMMER	2	$389.99	21.00%	$308.09	$616.18
Stihl	FS94R	TRIMMER	2	$439.99	21.00%	$347.59	$695.18
Stihl	FS131R	TRIMMER	2	$569.99	21.00%	$450.29	$900.58
Stihl	FS251R	TRIMMER	2	$729.99	21.00%	$576.69	$1,153.38
Stihl	BG-56C-E	BACKPACK BLOWER	2	$249.99	21.00%	$197.49	$394.98
Stihl	BG86	BACKPACK BLOWER	2	$339.99	21.00%	$268.59	$537.18
Stihl	SH-86C-E	BACKPACK BLOWER	2	$419.99	21.00%	$331.79	$663.58
Stihl	BR-430	BACKPACK BLOWER	2	$459.99	21.00%	$363.39	$726.78
Stihl	BR-450	BACKPACK BLOWER	2	$549.99	21.00%	$434.49	$868.98
Stihl	BR-600	BACKPACK BLOWER	2	$549.99	21.00%	$434.49	$868.98
Stihl	BR700	BACKPACK BLOWER	2	$729.99	21.00%	$576.69	$1,153.38
Stihl	BR800X	MAGNUM BACKPACK BLOWER	2	$649.99	21.00%	$513.49	$1,026.98
Stihl	FC91	EDGER	2	$429.99	21.00%	$339.69	$679.38
Stihl	FC96	EDGER	2	$599.99	21.00%	$473.99	$947.98
Stihl	MM56 C-E	MINI-CULTIVATORS	2	$529.99	21.00%	$418.69	$837.38
Stihl	BT45-EAD Earth Auger Drill	EARTH DRILLS	2	$639.99	21.00%	$505.59	$1,011.18
Stihl	MS151T C-E-12"	CHAIN SAW	2	$779.99	21.00%	$616.19	$1,232.38
Stihl	MS172 C-E-16"	CHAIN SAW	2	$249.99	21.00%	$197.49	$394.98
Stihl	MS182 Z-16"	CHAIN SAW	2	$269.99	21.00%	$213.29	$426.58
Stihl	MS1 94 T PS3-14"	CHAIN SAW	2	$509.99	21.00%	$402.89	$805.78
Stihl	MS201 T C-M-14"	CHAIN SAW	2	$969.99	21.00%	$766.29	$1,532.58
Stihl	MS250-18"	CHAIN SAW	2	$429.99	21.00%	$339.69	$679.38
Stihl	MS251 Wood Boss-18"	CHAIN SAW	2	$429.99	21.00%	$339.69	$679.38
Stihl	MS261 26RM3-18"	CHAIN SAW	2	$769.99	21.00%	$608.29	$1,216.58
Stihl	MS271 Farm Boss-20"	CHAIN SAW	2	$569.99	21.00%	$450.29	$900.58
Stihl	MS291-20"	CHAIN SAW	2	$649.99	21.00%	$513.49	$1,026.98
Stihl	MS391-20"	CHAIN SAW	2	$849.99	21.00%	$671.49	$1,342.98
Stihl	MS462-28"	CHAIN SAW	2	$1,629.99	21.00%	$1,287.69	$2,575.38
Stihl	MS661 Magnum-32"	CHAIN SAW	2	$1,909.99	21.00%	$1,508.89	$3,017.78
Stihl	MS881 Magnum-41"	CHAIN SAW	2	$2,699.99	21.00%	$2,132.99	$4,265.98
Stihl	HT105 - 12"	POLE PRUNER	2	$839.99	21.00%	$663.59	$1,327.18
Stihl	HT135 - 14"	POLE PRUNER	2	$799.99	21.00%	$631.99	$1,263.98
Stihl	HT250 - 14"	POLE PRUNER	2	$879.99	21.00%	$695.19	$1,390.38
Stihl	HS82T-24"	HEDGE TRIMMER	2	$729.99	21.00%	$576.69	$1,153.38
Stihl	HL91K	HEDGE TRIMMER	2	$609.99	21.00%	$481.89	$963.78
Stihl	HL94K	HEDGE TRIMMER	2	$679.99	21.00%	$537.19	$1,074.38
Stihl	HL94K 145	HEDGE TRIMMER	2	$699.99	21.00%	$552.99	$1,105.98

STIHL **$44,412.98**

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Lastec		NO BID					$0.00
							$0.00

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Gravely		NO BID					$0.00
							$0.00

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Scag		NO BID					$0.00
							$0.00

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
J.D.		NO BID					$0.00
							$0.00

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Toro	22215	30" TURF MASTER	1	$2,799.00	19.00%	$2,270.00	$2,270.00
Toro	72910	60" ZMASTER 5000 - SIDE DISCHARGE	1	$15,699.00	19.00%	$12,733.00	$12,733.00
Toro	72912	72" ZMASTER 5000 TWEELS SIDE DISCHARGE	1	$17,899.00	19.00%	$14,518.00	$14,518.00
Toro	72924	60" ZMASTER 5000 RD TWEELS	1	$18,699.00	19.00%	$15,167.00	$15,167.00
Toro	72922	72" ZMASTER 5000 RD TWEELS	1	$18,799.00	19.00%	$15,248.00	$15,248.00
						TORO	**$59,936.00**

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Exmark		NO BID					$0.00
							$0.00

Exhibit B
INSURANCE REQUIREMENTS

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. The Certificate of Insurance shall provide that the CITY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by the CITY or the CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

1.2. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.3. Until such time as the insurance is no longer required to be maintained by the SUPPLIER, the SUPPLIER shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by the CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

1.4. Neither approval by the CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve the SUPPLIER of the SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of the SUPPLIER to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

2.2. In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

2.3. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the SUPPLIER shall, as soon as the SUPPLIER has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to the CITY the SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE.

3.1. Without limiting any of the other obligations or liability of the SUPPLIER, the SUPPLIER shall, at the SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.1.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.1.3. Business Auto Policy.

The SUPPLIER'S insurance shall cover the SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by the SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful bidder awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Bidder shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

St. John's Sales & Service
Name of Bidder

Charles Yancey Managing Member
Name and Titles of Authorized Representative(s)

Signature(s)

9.9.2026
Printed Date

CONTRACTOR E-VERIFY AFFIDAVIT

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

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

A true and correct copy of St. Johns Sales & Service [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: CHARLES YANCEY
Title: managing Member / owner
Date: 9.9.2026

STATE OF FLORIDA

COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of September, 2026 by Charles Yancey [name of officer or agent, title of officer or agent] of St Johns Sales & Service [name of contractor company acknowledging], a managing member [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced Driver License [type of identification] as identification.

Hailey Roda
Notary Public

[NOTARY SEAL]

Name typed, printed or stamped

My Commission Expires: 5-12-2029

HAILEY RODA
Notary Public
State of Florida
Comm# HH676061
Expires 5/12/2029

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
Ancient City Endeavors

Company ID
3079429

Employer Identification Number (EIN)
923407025

DUNS Number

NAICS Code
444

Doing Business As (DBA) Name
St. Johns Sales and Service

Enrollment Date
Sep 09, 2026

Unique Entity Identifier (UEI)

Total Number of Employees
5 to 9

Sector
Retail Trade

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION

(PUR 1355)

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

St. John's Sales & Service is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: Charles Yancey

Title: owner - managing member

Signature: Charles Yancey

Date: 9.9.2026

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of FL

County of Saint Johns

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

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

Date: 9.9.2026 Signed: Charles Yancey

Entity: Saint John's Sales & Service Name: Charles Yancey

Title: Managing Member

Sworn to (or affirmed) and subscribed before me this 9 day of September, 202 6, by Charles Yancey.

Notary Signature

Hailey Roda

PRINT, TYPE OR STAMP NAME OF NOTARY

[NOTARY SEAL]

HAILEY RODA
Notary Public
State of Florida
Comm# HH676061
Expires 5/12/2029

Personally known_____

OR Produced Identification X

Type of Identification Produced Driver License

city of PALM COAST

Finance Department
Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-PW-26-67 - **Mower Parts and Handheld Outdoor Equipment**

Date: 10/2/2026

Appeal Deadline: Appeals must be filed by 5:00 PM on 10/7/2026

Firm	Bid Group 1 - Stihl
St. Johns Sales and Service St. Augustine, FL	**$44,412.98**
Flagler Power Equipment Bunnell, FL	No Bid

Firm	Bid Group 2 - Lastec
Flagler Power Equipment Bunnell, FL	**$15,089.79**
St. Johns Sales and Service St. Augustine, FL	No Bid

Firm	Bid Group 3 - Gravely
Flagler Power Equipment Bunnell, FL	**$258.94**
St. Johns Sales and Service St. Augustine, FL	No Bid

Firm	Bid Group 4 - Scag
Flagler Power Equipment Bunnell, FL	**$2,591.56**
St. Johns Sales and Service St. Augustine, FL	No Bid

Firm	Bid Group 5 – John Deere
Flagler Power Equipment Bunnell, FL	No Bid
St. Johns Sales and Service St. Augustine, FL	No Bid

Firm	Bid Group 6 - Toro
St. Johns Sales and Service St. Augustine, FL	**$59,936.00**
Flagler Power Equipment Bunnell, FL	No Bid

Firm	Bid Group 7 - Exmark
Flagler Power Equipment Bunnell, FL	**$855.12**
St. Johns Sales and Service St. Augustine, FL	No Bid

The intent of the City of Palm Coast is to award ITB-PW-26-67 to:

Flagler Power Equipment – Groups 2, 3, 4 and 7

St. Johns Sales and Service – Groups 1 and 6

Non-Award – Group 5, as both submitters were a No-Bid

Cc: Contract Coordinator, Project Manager, Budget and Procurement Manager, Financial Services Director, Department Director.

For questions regarding this Notice of Intent to Award please contact: Shannon Nolan, Procurement Coordinator, at sknolan@palmcoastgov.com.

Bid protests shall be resolved in accordance with Section 2-29, Code of Ordinances, City of Palm Coast, Florida.

A proposer may protest the results of this intended award of this Bid within three (3) business days from the posting of this recommendation to award. The proposer must file a written protest explaining in detail the nature of the protest and the grounds upon which it is based.

Failure to file a written protest to the City Manager, Mike McGlothlin (MMcGlothlin@palmcoastgov.com) shall constitute a waiver of the protest proceedings.

ITB-PW-26-67 - MOWER PARTS AND HANDHELD OUTDOOR EQUIPMENT

Project Overview

Project Details	
Reference ID	ITB-PW-26-67
Project Name	MOWER PARTS AND HANDHELD OUTDOOR EQUIPMENT
Project Owner	Shannon Nolan
Project Type	ITB
Department	Procurement
Budget	$0.00 - $0.00
Project Description	This Invitation to Bid is issued for the purpose of establishing a Price Agreement Contract with vendor(s) capable of providing parts for the City’s mowing and handheld outdoor power equipment.
Open Date	Aug 26, 2026 8:00 AM EDT
Intent to Bid Due	Sep 09, 2026 2:00 PM EDT
Close Date	Sep 10, 2026 2:00 PM EDT

Seal status

Requested Information	Unsealed on	Unsealed by
Price Schedule Form	Sep 10, 2026 2:12 PM EDT	Shannon Nolan
Price Schedule Detail Spreadsheet	Sep 10, 2026 2:12 PM EDT	Shannon Nolan
References	Sep 10, 2026 2:12 PM EDT	Shannon Nolan
Forms 1 - 8	Sep 10, 2026 2:12 PM EDT	Shannon Nolan
Addendum 1 (signed and dated)	Sep 10, 2026 2:12 PM EDT	Shannon Nolan

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Kevin Nelson	Sep 17, 2026 8:47 AM EDT	No
Marvin CALDERON	Sep 10, 2026 2:45 PM EDT	No
Jeff Gearst	Sep 14, 2026 6:45 AM EDT	No
Shannon Nolan	Sep 10, 2026 2:13 PM EDT	No

Project Criteria

Criteria	Description
Admin Review	Verify all documents are submitted and completed as required.
Group 1 - Stihl Pricing	Entry for Bid Submission
Group 2 - Lastec Pricing	Entry from Bid Submission
Group 3 - Gravely Pricing	Entry from Bid Submission
Group 4 - Scag Pricing	Entry from Bid Submission
Group 5 - John Deere Pricing	Entry from Bid Submission
Group 6 - Toro Pricing	Entry from Bid Submission
Group 7 - Exmark Pricing	Entry from Bid Submission
Technical Review	Verify references, check data sheets, determine if vendor is responsible

Technical Price review	Verify if prices seem reasonable (Pass) or un-reasonable (Fail)

Scoring Summary

Active Submissions

	Admin Review	Group 1 - Stihl Pricing	Group 2 - Lastec Pricing	Group 3 - Gravely Pricing
Supplier	**Pass/Fail**			
Flagler Power Equipment	Pass	($0)	($15,089.79)	($258.94)
St. John's Sales & Service	Pass	($44,412.98)	($0)	($0)

	Group 4 - Scag Pricing	Group 5 - John Deere Pricing	Group 6 - Toro Pricing	Group 7 - Exmark Pricing	Technical Review
Supplier					**Pass/Fail**
Flagler Power Equipment	($2,591.56)	($0)	($0)	($855.12)	Pass
St. John's Sales & Service	($0)	($0)	($59,936.00)	($0)	Pass

	Technical Price review
Supplier	**Pass/Fail**
Flagler Power Equipment	Pass
St. John's Sales & Service	Pass

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026

Agenda Item:
G.8

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX APPROVING AN INTERLOCAL AGREEMENT FOR COLD WEATHER SHELTER SERVICES

Presenter: **Jose Papa, AICP, Senior Planner**

Attachments:

1. Resolution
2. Interlocal Agreement

Background:

On September 9, 2020, the City of Palm Coast, Flagler County, the Cities of Bunnell and Flagler Beach entered into an Interlocal Agreement (ILA) to provide shelter services for the homeless during certain nights (when the temperature is predicted to fall below 40 degrees).

Flagler County has proposed updating the ILA, the proposed updates are as follows:

1. Reference to the Church on the Rock has been removed given that it has been sold. A generic reference to the facility providing the services has been inserted in its place.

2. Reference to those living without heat has been added to account for those who have homes but may need to use the Cold Weather Shelter regardless.

3. The cost for services has increased from $1,000 per night to $1,500 per night, with each jurisdiction being responsible for 25% of the per night cost, or $375 per night.

The cap on number of days charged has been removed to account for the fact that the Cold Weather Shelter may be needed more than 24 nights a year. Last year (2025), the shelter was open for 23 days. Nonetheless, each party's responsibility is capped at 25% of the total cost of the Cold Weather Shelter services.

The agreement will allocate $1,500 (the "Sheltering Fee") for each night the Cold Weather Shelter is open. The Sheltering Fee is intended to cover the costs of utilizing the shelter space, security, utilities, meals, and other costs of providing the services. Each party to the agreement will pay 25% or $375 per night.

The non-profit currently operating the shelter, the Flagler County Family Assistance Center, Inc. doing business as The Sheltering Tree, will continue to operate and administer the shelter. A recent history of the shelter usage is provided below:

FY2025-26
• Activated 22 nights @ $1000/night
• Total grant invoice = $22,000 divided by 4 = $5,500 cost to ea. Jurisdiction
• Total shelter bed nights* = 520
• Average people/night = 24/night

FY2024-25
• Activated 23 nights @ $1000/night
• Total grant invoice = $23,000 divided by 4 = $5,750 cost to ea. Jurisdiction
• Total shelter bed nights = 497
• Average people/night = 22/night

FY2023-24
• Activated 13 nights @ $1000/night
• Total grant invoice = $13,000 divided by 4 = $3,250 cost to ea. Jurisdiction
• Total shelter bed nights = 127
• Average people/night = 10/night

This is a legislative item.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING AN INTERLOCAL AGREEMENT FOR COLD WEATHER SHELTER SERVICES

RESOLUTION 2026 –___
INTERLOCAL AGREEMENT REGARDING
COLD WEATHER SHELTER SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, APPROVING AN INTERLOCAL AGREEMENT AMONG FLAGLER COUNTY, THE CITY OF BUNNELL, THE CITY OF FLAGLER BEACH, REGARDING THE PROVISION OF COLD WEATHER SHELTER SERVICES FOR THE HOMELESS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Flagler County, the City of Bunnell and the City of Flagler Beach have recognized the need for Cold Weather Shelter Services for the Homeless; and

WHEREAS, by definition, homelessness is a problem that traverses jurisdictional boundaries and therefore, the most effective solutions will involve intergovernmental coordination; and

WHEREAS, Flagler County lacks a permanent shelter for the homeless and as such, has no permanent facility to provide sheltering services to the homeless or those living in homes with Flagler County that lack heat when the temperature is predicted to drop below forty degrees Fahrenheit, referred to hereafter as "Cold Weather Shelter Services"; and

WHEREAS, on September 9, 2020, the County, Bunnell, Flagler Beach, and Palm Coast (hereinafter collectively referred to as the "Parties") entered into an interlocal agreement for the purpose of establishing a joint effort to provide Cold Weather Shelter Services for the residents of Flagler County (the "First ILA"); and

WHEREAS, since the Parties entered into the First ILA, attendance by those using the Cold Weather Shelter Services has roughly doubled with no corresponding change in the cost charged to the Parties, resulting in the County assuming responsibility for more than its pro rata share of the cost of same; and

WHEREAS, as the use of Cold Weather Shelter Services is anticipated to continue to grow, the Parties are desirous of entering into a new interlocal agreement, intended to replace the First ILA in its entirety, so as to account for this increased use and the prior agreement of the Parties to share in the cost of Cold Weather Shelter Services equally.

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

SECTION 1. APPROVAL OF AGREEMENT. The City Council hereby approves the terms and conditions of an Interlocal Agreement for "Cold Weather Shelter Services" with Flagler County, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" ILA for the Provision of Cold Weather Shelter Services

INTERLOCAL AGREEMENT AMONG FLAGLER COUNTY, THE CITY OF BUNNELL, THE CITY OF FLAGLER BEACH, AND THE CITY OF PALM COAST, REGARDING THE PROVISION OF COLD WEATHER SHELTER SERVICES FOR THE HOMELESS

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into between the Board of County Commissioners of Flagler County ("County"), a political subdivision of the State of Florida, the City of Bunnell, a Florida municipal corporation ("Bunnell"), the City of Flagler Beach, a Florida municipal corporation ("Flagler Beach"), and the City of Palm Coast, a Florida municipal corporation ("Palm Coast").

WHEREAS, Section 163.01, *Florida Statutes,* known as the "Florida Interlocal Cooperation Act of 1969," (hereinafter, the "Act") authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, the Act permits agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, by definition, homelessness is a public concern that traverses jurisdictional boundaries and therefore, the most effective solutions will involve intergovernmental coordination; and

WHEREAS, Flagler County lacks a permanent shelter for the homeless and, as such, has no permanent facility to provide sheltering services to the homeless or those living in homes within Flagler County that lack heat when the temperature is predicted to drop below forty degrees Fahrenheit, referred to hereinafter as "Cold Weather Shelter Services"; and

WHEREAS, on September 9, 2020, the County, Bunnell, Flagler Beach, and Palm Coast (hereinafter collectively referred to as the "Parties") entered into an interlocal agreement for the purpose of establishing a joint effort to provide Cold Weather Shelter Services for the residents of Flagler County (the "First ILA"); and

WHEREAS, since the Parties entered into the First ILA, attendance by those using the Cold Weather Shelter Services has roughly doubled with no corresponding change in the cost charged to the Parties, resulting in the County assuming responsibility for more than its pro rata share of the cost of same; and

WHEREAS, as the use of Cold Weather Shelter Services is anticipated to continue to grow, the Parties are desirous of entering into a new interlocal agreement, intended to replace the First ILA in its entirety, so as to account for this increased use and the prior

agreement of the Parties to share in the cost of Cold Weather Shelter Services equally.

NOW THEREFORE, in consideration of the above matters and the mutual covenants, promises and representations herein, the Parties hereto agree to create this Agreement to facilitate the sheltering of the homeless on cold nights:

A. COLD WEATHER SHELTER SERVICES

1. On nights in which the temperature is predicted to drop below forty degrees Fahrenheit, the County will provide a bus to pick up homeless individuals and those living in homes within Flagler County that lack heat who wish to avail themselves of the Cold Weather Shelter Services. These individuals will be transported to the facility providing the Cold Weather Shelter Services (the "Shelter"). Following such nights, the County will provide the same bus service to drop the individuals off. The Parties to this Agreement will coordinate to determine the best bus route and timing with the goal of reaching as many homeless individuals as practicable.

2. The County will pay the Shelter $1,500.00 (the "Sheltering Fee") for each night in which the Shelter administers the Cold Weather Shelter Services. The Sheltering Fee will cover the costs of utilizing the Shelter space, security, utilities, meals, and other costs of providing the Cold Weather Shelter Services. The Parties acknowledge that the County's commitment to pay the Shelter for the Cold Weather Shelter Services is unpredictable and, as such, agree that they will each be individually responsible for twenty-five percent (25%) of the Sheltering Fee, or $375 per night, the Cold Weather Shelter Services are provided by the Shelter.

3. On or before April 30th of each year, the County shall furnish invoices to Bunnell, Flagler Beach, and Palm Coast for twenty-five percent (25%) each of the total annual cost paid to the Shelter for the Cold Weather Shelter Services.

B. MISCELLANEOUS

1. The Parties agree to maintain, at no cost to the other Parties, adequate liability insurance covering their respective employees, officers, or agents and their activities against exposure to judgments that are within the limits of the waiver of sovereign immunity established by the State of Florida.

2. The Parties agree that each will be responsible for the negligent acts of its own employees, officers, or agents to the extent permitted by and subject to the monetary limitations identified in Chapter 768, *Florida Statutes.* This section shall not be construed as waiving any party's right of sovereign immunity pursuant to Section 768.28,

Florida Statutes, or any other provision of law, or as waiving any other defense or limitation which any of the Parties may have against any claim or cause of action by any person not a party to this Agreement. No rights are granted to third parties by this Agreement.

3. All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

Flagler County:	Flagler County Board of County Commissioners Attn: County Administrator 1769 East Moody Blvd, Building 2 Bunnell, Florida 32110
Bunnell:	City of Bunnell Attn: City Manager 2400 Commerce Parkway Bunnell, FL 32110
Flagler Beach:	City of Flagler Beach Attn: City Manager 105 S. 2nd Street Flagler Beach, FL 32136
Palm Coast:	City of Palm Coast Attn: City Manager 160 Lake Avenue Palm Coast, FL 32164

4. This Agreement may be modified or revised at any time by a written instrument duly authorized by the governing bodies of the Parties hereto.

5. This Agreement shall become effective upon execution by the Parties hereto and its filing with the Clerk of the Circuit Court in accordance with Section 163.01(11), *Florida Statutes.*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year below written.

[Signatures on following pages.]

APPROVED this ____ day of _____, 2026, by the Flagler County Board of County Commissioners.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

_____
Leann Pennington, Chair

_____
Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

_____
Sarah E. Spector, Assistant County Attorney

APPROVED this ____ day of _____, 2026, by the City of Bunnell, Florida.

CITY OF BUNNELL, FLORIDA

ATTEST:

_____
Catherine D. Robinson, Mayor

_____
Kristen Bates, City Clerk

APPROVED AS TO FORM:

_____
Paul Waters, City Attorney

APPROVED this ____ day of _____, 2026, by the City of Flagler Beach, Florida.

CITY OF FLAGLER BEACH, FLORIDA

ATTEST:

_____
Patti King, Mayor

_____
Penny Overstreet, City Clerk

APPROVED AS TO FORM:

_____
Drew Smith, City Attorney

APPROVED this ____ day of _____, 2026, by the City of Palm Coast, Florida.

CITY OF PALM COAST, FLORIDA

ATTEST:

_____
Mike Norris, Mayor

_____
Kaley Cook, City Clerk

APPROVED AS TO FORM:

_____
Marcus Duffy, City Attorney

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** G.9

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX APPROVING CITY ARCHITECT-LANDSCAPE DESIGN REVIEW MASTER SERVICES AGREEMENTS

Presenter: **Phong Nguyen, PTP, Interim Director of Community Development**

Attachments:

1. Resolution
2. Notice of Intent to Award
3. Project Overview
4. Draft Master Service Agreements

Background:

The City of Palm Coast needs a landscape architect review (or peer review) for an independent evaluation of landscape and irrigation plans to ensure compliance with Florida Building Code and Florida Fire Prevention Code, as applicable. The consultant(s) will serve as the City Landscape Architect and provide landscape design review assistance to Planning Division staff throughout the design review process for all development projects requiring design review and approval. The consultant will review and evaluate landscape design components of proposed residential, commercial, industrial, institutional, and mixed-use development projects to ensure development proposals align with the goals and policies of the City's General Plan, Zoning Code, Specific Plans, and applicable Design Guidelines.

In accordance with the City of Palm Coast's purchasing policies and procurement procedures, City staff formally advertised and solicited competitive bids for the Architect-Landscape Design Review Services Project. The solicitation resulted in the receipt of eight bids, which were responsive and responsible. An evaluation team staff reviewed all submissions. Following the evaluation process, staff recommends City Council approve the execution of a Master Service Agreement with the top six bidders to perform the independent architectural design review. These bidders are Kimley-Horn, Dix.Hite, Miller Legg, Cotleur & Hearing and Metric Engineering.

City staff will obtain these services on an as-needed basis using budgeted funds appropriated by City Council for land projects and plat reviews for development. The Fiscal Year 2027 Budget includes funds within the departments for these services.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING CITY ARCHITECT-LANDSCAPE DESIGN REVIEW MASTER SERVICES AGREEMENTS

RESOLUTION 2026-___
LANDSCAPE DESIGN REVIEW SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER SERVICES AGREEMENTS FOR CITY LANDSCAPE ARCHITECT-LANDSCAPE DESIGN REVIEW SERVICES WITH MULTIPLE VENDORS: PROVIDING LEGISLATIVE AND ADMINISTRATIVE FINDINGS; PROVIDING FOR FUTURE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to enter master service agreements with multiple vendors for city landscape architect-landscape design review services; and

WHEREAS, the City Council of the City of Palm Coast desires to approve the agreements for the above-mentioned project for the City of Palm Coast.

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

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

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Services Agreements with multiple vendors for city landscape architect-landscape design review services, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendments for changes totaling less than $100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Services Agreement on behalf of the City for any other changes that may be necessary.

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to

invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" MSA (5)

MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20____ ("Effective Date"), between COTLEUR & HEARING. whose primary place of business is 1934 Commerce Lane Suite 1, Jupiter, Florida 33458 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **CITY LANDSCAPE ARCHITECT-LANDSCAPE DESIGN REVIEW** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-26-65 (RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.70; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

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

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of 1 (one) year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for four (4) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. **Termination By SUPPLIER**. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. **Cooperation**. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. **Survivability**. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY

to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

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

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

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

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

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

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

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all

obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

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

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.087, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

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

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

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

F. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

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

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

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

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of

such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	Aaron Wilbur
City of Palm Coast	Cotleur & Hearing
160 Lake Avenue	1934 Commerce Lane Suite 1
Palm Coast, Florida 32164	Jupiter, Florida 33458

20. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. **PUBLIC RECORDS LAW.**

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

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

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

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

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST	**COTLEUR & HEARING**
By: _____	By: _____ (Authorized Signatory)
Print Name: Michael McGlothlin	Print Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

Exhibits
A - Work Order Template Form
B - Insurance Requirements

Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # N/A

Contract Resolution # _____ Work Order Resolution # N/A

TOTAL COST: $_____

1. INCORPORATION BY REFERENCE The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. METHOD OF COMPENSATION (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. PRICING (chose one): ____ ATTACHED _____ INCLUDED IN CONTRACT
4. SCHEDULE (chose one):_____ AS NEEDED BASIS ____ SHALL BE COMPLETED BY - ____/____/20____
5. DESCRIPTION OF SERVICES (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. OTHER ATTACHMENTS TO THIS WORK ORDER: _____No _____ Yes If yes, identify:_____
7. ORG CODE OBJ CODE PROJECT CODE VENDOR #
8. TIME IS OF THE ESSENCE: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. CONFLICT. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the date below written for execution by the CITY for the purposes stated herein.

DRAFT

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: City Manager or Designee
Date: _____	Date: _____
Email: _____	

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

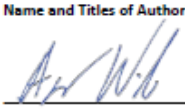
1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Cotleur & Hearing
Name of Proposer

Aaron Wilbur Co-President/Partner
Name and Titles of Authorized Representative(s)


Signature(s)

09/16/2026
Printed Date

Cotleur & Hearing
LAND PLANNING + LANDSCAPE ARCHITECTURE
JUPITER + ORLANDO ● EST. 1991
CELEBRATING 35 YEARS

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Cotleur & Hearing does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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

A true and correct copy of Cotleur & Hearing proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Aaron Wilbur

Title: Co-President/Partner

Date: 09/16/2016

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 18th day of September, 2026 by Aaron Wilbur [name of officer or agent, title of officer or agent] of Cotleur + Hearing [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

Notary Public

[NOTARY SEAL]

DONNA MARIA CESARO PENGUE
Notary Public - State of Florida
Commission # HH 369990
My Comm. Expires Apr 21, 2027
Bonded through National Notary Assn.

Name typed, printed or stamped

My Commission Expires: _____

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

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

Cotleur & Hearing is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true

Printed Name: Aaron Wilbur

Title: Co-President/Partner

Signature: 

Date: 09/16/2026

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Palm Beach

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

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

Date: 09/16/2026 Signed: A. Wilbur

Entity: Cotleur & Hearing Name: Aaron Wilbur

Title: Co-President/Partner

Sworn to (or affirmed) and subscribed before me this 18 day of September 2026, by Aaron Wilbur.

Donna M Cesaro Pengue
Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

[NOTARY SEAL]

DONNA MARIA CESARO PENGUE
Notary Public - State of Florida
Commission # HH 369990
My Comm. Expires Apr 21, 2027
Bonded through National Notary Assn.

Personally known ✓

OR Produced Identification_____

Type of Identification Produced_____

MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20____ ("Effective Date"), between KIMLEY-HORN AND ASSOCIATES, INC. whose primary place of business is 12740 Gran Bay Parkway, Suite 2350, Jacksonville, Florida 32258 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **CITY LANDSCAPE ARCHITECT-LANDSCAPE DESIGN REVIEW** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-26-65 (RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.70; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

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

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of 1 (one) year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for four (4) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. **Termination By SUPPLIER**. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. **Cooperation**. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. **Survivability**. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY

to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

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

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

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

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

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

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

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all

obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

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

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.087, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

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

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

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

F. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

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

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

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

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of

such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	Mark Shelton
City of Palm Coast	Kimley-Horn and Associates, Inc.
160 Lake Avenue	12740 Gran Bay Parkway, Suite 2350
Palm Coast, Florida 32164	Jacksonville, Florida 32258

20. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. **PUBLIC RECORDS LAW.**

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

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

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

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

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST	**KIMLEY-HORN AND ASSOCIATES, INC.**
By: _____	By: _____ (Authorized Signatory)
Print Name: Michael McGlothlin	Print Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

Exhibits
A - Work Order Template Form
B - Insurance Requirements

Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # N/A

Contract Resolution # _____ Work Order Resolution # N/A

TOTAL COST: $_____

1. INCORPORATION BY REFERENCE The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. METHOD OF COMPENSATION (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. PRICING (chose one): ____ ATTACHED _____ INCLUDED IN CONTRACT
4. SCHEDULE (chose one):_____ AS NEEDED BASIS ____ SHALL BE COMPLETED BY - ____/____/20____
5. DESCRIPTION OF SERVICES (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. OTHER ATTACHMENTS TO THIS WORK ORDER: _____No _____ Yes If yes, identify:_____
7. ORG CODE OBJ CODE PROJECT CODE VENDOR #
8. TIME IS OF THE ESSENCE: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. CONFLICT. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the date below written for execution by the CITY for the purposes stated herein.

DRAFT

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: City Manager or Designee
Date: _____	Date: _____
Email: _____	

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Kimley-Horn and Associates, Inc.
Name of Proposer

Mark Shelton, AICP, Vice President
Name and Titles of Authorized Representative(s)


Signature(s)

9/24/2026
Printed Date

Kimley»Horn

September 24, 2026

Financial Services Department, Procurement Office
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

RE: ***Contractor E-Verify Affidavit Relating to the Request for Statement of Qualifications for City Landscape Architect-Landscape Design Review, RFSQ-CD-26-65***

I hereby certify that Kimley-Horn and Associates, Inc. (Kimley-Horn) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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

A true and correct copy of Kimley-Horn's proof of registration in the E-Verify system is attached to this Affidavit.

Signature: _____

Print Name: Mark Shelton, AICP
Title: Vice President
Date: 9/24/2026

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24th day of SEPT, 2026 by MARK SHELTON [name of officer or agent, title of officer or agent] of KIMLEY-HORN AND ASSOCIATES, INC. [name of contractor company acknowledging], a LLC [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

_____
Notary Public

[NOTARY SEAL]

DENISE HENKES
MY COMMISSION # HH 784486
EXPIRES: July 27, 2030

DENISE HENKES
Name typed, printed or stamped

My Commission Expires: JUL 27 2030

Respectfully submitted,

Mark Shelton, AICP
Vice President

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

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

Kimley-Horn and Associates, Inc. **is not owned by the government of a Foreign Country of Concern, is not organized under the laws of** nor has its **Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true**

Printed Name: Mark Shelton, AICP

Title: Vice President

Signature: _____ **Date:** 9/24/2026

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Duval

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

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

Date: 9/24/2026 Signed:

Entity: Kimley-Horn and Associates, Inc. Name: Mark Shelton, AICP

Title: Vice President

Sworn to (or affirmed) and subscribed before me this 24th day of SEPT, 202 6, by MARK SHELTON.

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

[NOTARY SEAL]

DENISE HENKES
MY COMMISSION # HH 784486
EXPIRES: July 27, 2030

Personally known X

OR Produced Identification_____

Type of Identification Produced_____

MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20____ ("Effective Date"), between DIX.HITE + PARTNERS, INC. whose primary place of business is 150 W. Jessup Avenue, Longwood, Florida 32750 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **CITY LANDSCAPE ARCHITECT-LANDSCAPE DESIGN REVIEW** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-26-65 (RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.70; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

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

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of 1 (one) year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for four (4) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. **Termination By SUPPLIER**. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. **Cooperation**. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. **Survivability**. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY

to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

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

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

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

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

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

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

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all

obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

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

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.087, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

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

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

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

F. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

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

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

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

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of

such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	Kody Smith
City of Palm Coast	Dix.Hite + Partners, Inc.
160 Lake Avenue	150 W. Jessup Avenue
Palm Coast, Florida 32164	Longwood, Florida 32750

20. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. **PUBLIC RECORDS LAW.**

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

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

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

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

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST	**DIX.HITE + PARTNERS, INC.**
By: _____	By: _____ (Authorized Signatory)
Print Name: Michael McGlothlin	Print Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

Exhibits
A - Work Order Template Form
B - Insurance Requirements

Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # N/A

Contract Resolution # _____ Work Order Resolution # N/A

TOTAL COST: $_____

1. INCORPORATION BY REFERENCE The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. METHOD OF COMPENSATION (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. PRICING (chose one): ____ ATTACHED _____ INCLUDED IN CONTRACT
4. SCHEDULE (chose one):_____ AS NEEDED BASIS ____ SHALL BE COMPLETED BY - ____/____/20____
5. DESCRIPTION OF SERVICES (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. OTHER ATTACHMENTS TO THIS WORK ORDER: _____No _____ Yes If yes, identify:_____
7. ORG CODE OBJ CODE PROJECT CODE VENDOR #
8. TIME IS OF THE ESSENCE: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. CONFLICT. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the date below written for execution by the CITY for the purposes stated herein.

DRAFT

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: City Manager or Designee
Date: _____	Date: _____
Email: _____	

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Dix. Hite + Partners
Name of Proposer

Kody Smith, CEO/President
Name and Title(s) of Authorized Representative(s)

Signature(s)

10/6/26
Printed Date

I hereby certify that **Dix.Hite + Partners** does not employ, contract with, or subcontract with an unauthorized alien as that term is defined in 8 U.S.C. 1324a(h)(3), and is otherwise in full compliance with, Section 448.095, Florida Statutes.

All new employees working under this subcontract have had their work authorization status verified through the federal work authorization program commonly known as E-Verify, https://everify.uscis.gov/emp, or any subsequent replacement program.

A true and correct copy of **Dix.Hite + Partners** proof of registration in the E-Verify system is attached to this Affidavit.

Name of Project: **RFSQ-CD-26-65 CITY LANDSCAPE ARCHITECT-LANDSCAPE DESIGN REVIEW**

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on October 5, 2026 in Longwood (city), Florida (state).

Signature of Authorized Officer or Agent

Marissa Cavarlis Director of People and Org. Strategy

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 5 DAY OF OCTOBER, 2026

PAULA ZUL
MY COMMISSION # HH 827549
EXPIRES: August 25, 2030

NOTARY PUBLIC

My Commission Expires: 08/25/2030

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: Kody Smith
Title: CEO/President
Date: 10/16/26

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 1st day of October, 2026 by Kody Smith [name of officer or agent, title of officer or agent] of Dix. Hite + Partners, Inc. [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A [type of identification] as identification.

Danna E Rivera
Notary Public

[NOTARY SEAL]

Danna E Rivera
Name typed, printed or stamped

DANNA E. RIVERA
MY COMMISSION # HH 403906
EXPIRES: May 29, 2027

My Commission Expires: 5/29/27

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

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

Dix. Hite + Partners **is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true**

Printed Name: Kacky Smith

Title: CEO / President

Signature: 

Date: 10/6/26

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Seminole

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

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

Date: 10/6/26

Signed:

Entity: Dix. Hite + Partners

Name: Kody Smith

Title: CEO / President

Sworn to (or affirmed) and subscribed before me this 1st day of October, 202 6, by Kody Smith.

DANNA E. RIVERA
MY COMMISSION # HH 403906
EXPIRES: May 29, 2027

Danna E. Rivera
Notary Signature

Danna E. Rivera
PRINT, TYPE OR STAMP NAME OF NOTARY

[NOTARY SEAL]

Personally known ✓

OR Produced Identification N/A

Type of Identification Produced N/A

MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20____ ("Effective Date"), between METRIC ENGINEERING, LLC whose primary place of business is 525 Technology Park, Ste. 153 Lake Mary, Florida 32746 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **CITY LANDSCAPE ARCHITECT-LANDSCAPE DESIGN REVIEW** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-26-65 (RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.70; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

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

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of 1 (one) year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for four (4) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. **Termination By SUPPLIER**. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. **Cooperation**. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. **Survivability**. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY

to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

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

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

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

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

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

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

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all

obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

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

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.087, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

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

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

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

F. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

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

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

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

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of

such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	Robert Linares, PE
City of Palm Coast	Metric Engineering, LLC
160 Lake Avenue	525 Technology Park, Ste. 153
Palm Coast, Florida 32164	Lake Mary, Florida 32746

20. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. **PUBLIC RECORDS LAW.**

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

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

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

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

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST	**METRIC ENGINEERING, LLC**
By: _____	By: _____ (Authorized Signatory)
Print Name: Michael McGlothlin	Print Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

Exhibits
A - Work Order Template Form
B - Insurance Requirements

Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # N/A

Contract Resolution # _____ Work Order Resolution # N/A

TOTAL COST: $_____

1. INCORPORATION BY REFERENCE The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. METHOD OF COMPENSATION (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. PRICING (chose one): ____ ATTACHED _____ INCLUDED IN CONTRACT
4. SCHEDULE (chose one):_____ AS NEEDED BASIS ____ SHALL BE COMPLETED BY - ____/____/20____
5. DESCRIPTION OF SERVICES (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. OTHER ATTACHMENTS TO THIS WORK ORDER: _____No _____ Yes If yes, identify:_____
7. ORG CODE OBJ CODE PROJECT CODE VENDOR #
8. TIME IS OF THE ESSENCE: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. CONFLICT. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the date below written for execution by the CITY for the purposes stated herein.

DRAFT

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: City Manager or Designee
Date: _____	Date: _____
Email: _____	

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Metric Engineering LLC

Name of Proposer

Robert Linares, PE - Executive Vice President

Name and Title of Authorized Representative(s)



Signature(s)

10/06/2026

Printed Date

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Metric Engineering LLC does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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

A true and correct copy of Metric Engineering LLC proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Robert Linares, PE
Title: Executive Vice President
Date: 10/06/2026

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or x online notarization this 6th day of October 2026 by Robert Linares, PE, Executive Vice President of Metric Engineering LLC, a Florida [state or place of incorporation] corporation, on behalf of the corporation. **He**/she is personally known to me or has produced N/A [type of identification] as identification.

[NOTARY SEAL]

KRISTINE KUREK MELANSON
Notary Public - State of Florida
Commission # HH 502660
My Comm. Expires Mar 11, 2028
Bonded through National Notary Assn.

Notary Public

Kristine K. Melanson
Name typed, printed or stamped

My Commission Expires: 03/11/2028

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

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

Metric Engineering LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true

Printed Name: Robert Linares, PE

Title: Executive Vice President

Signature: 

Date: 10/06/2026

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Seminole

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

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

Date: 10/06/2026

Signed: _____

Entity: Metric Engineering LLC

Name: Robert Linares, PE

Title: Executive Vice President

Sworn to (or affirmed) and subscribed before me this 6th day of October, 2026, by Robert Linares, PE.

_____
Notary Signature

KRISTINE KUREK MELANSON
Notary Public - State of Florida
Commission # HH 502660
My Comm. Expires Mar 11, 2028
Bonded through National Notary Assn.

Kristine K. Melanson
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known X

OR Produced Identification _____

Type of Identification Produced _____

MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20____ ("Effective Date"), between MILLER LEGG & ASSOCIATES, INC. whose primary place of business is 13680 NW 5th Street, Suite 200 Sunrise, Florida 33325 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **CITY LANDSCAPE ARCHITECT-LANDSCAPE DESIGN REVIEW** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-26-65 (RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.70; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

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

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of 1 (one) year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for four (4) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. **Termination By SUPPLIER**. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. **Cooperation**. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. **Survivability**. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY

to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

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

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

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

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

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

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

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all

obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

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

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.087, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

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

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

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

F. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

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

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

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

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of

such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	Michael Kroll
City of Palm Coast	Miller Legg & Associates, Inc.
160 Lake Avenue	13680 NW 5th Street, Suite 200
Palm Coast, Florida 32164	Sunrise, Florida 33325

20. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. **PUBLIC RECORDS LAW.**

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

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

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

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

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST	**MILLER LEGG & ASSOCIATES, INC.**
By: _____	By: _____ (Authorized Signatory)
Print Name: Michael McGlothlin	Print Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

Exhibits
A - Work Order Template Form
B - Insurance Requirements

Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # N/A

Contract Resolution # _____ Work Order Resolution # N/A

TOTAL COST: $_____

1. INCORPORATION BY REFERENCE The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. METHOD OF COMPENSATION (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. PRICING (chose one): ____ ATTACHED _____ INCLUDED IN CONTRACT
4. SCHEDULE (chose one):_____ AS NEEDED BASIS ____ SHALL BE COMPLETED BY - ____/____/20____
5. DESCRIPTION OF SERVICES (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. OTHER ATTACHMENTS TO THIS WORK ORDER: _____No _____ Yes If yes, identify:_____
7. ORG CODE OBJ CODE PROJECT CODE VENDOR #
8. TIME IS OF THE ESSENCE: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. CONFLICT. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the date below written for execution by the CITY for the purposes stated herein.

DRAFT

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: City Manager or Designee
Date: _____	Date: _____
Email: _____	

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Miller Legg & Associates, Inc.

Name of Proposer

Michael Kroll, RLA, FASLA - President

Name and Titles of Authorized Representative(s)



Signature(s)

October 5, 2026

Printed Date

MILLER LEGG
AN HFW COMPANY

CONTRACTOR E-VERIFY AFFIDAVIT

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

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

A true and correct copy of **Miller Legg & Associates, Inc.** [*insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: **Michael Kroll, RLA, FASLA**

Title: **President**

STATE OF FLORIDA

COUNTY OF **Boward**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization this **5th** day of **October**, 2026 by **Michael Kroll, RLA, FASLA - President** [name of officer or agent, title of officer or agent] of **Miller Legg & Associates, Inc.** [name of contractor company acknowledging], a **Florida** [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced **Personally known** [type of identification] as identification.

Notary Public

[NOTARY SEAL]

Donna DeLucia
Comm.: HH 377169
Expires: March 22, 2027
Notary Public - State of Florida

Donna DeLucia
Name typed, printed or stamped

My Commission Expires: **March 22, 2027**

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

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

Miller Legg & Associates, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true

Printed Name: Michael Kroll, RLA, FASLA

Title: President

Signature: _____ Date: October 5, 2026

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Broward

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

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

Date: October 5, 2026 Signed: _____

Entity: Miller Legg & Associates, Inc. Name: Michael Kroll, RLA, FASLA

Title: President

Sworn to (or affirmed) and subscribed before me this 5th day of October, 2026, by Donna DeLucia.

Notary Signature

Donna DeLucia

PRINT, TYPE OR STAMP NAME OF NOTARY

[NOTARY SEAL]

Donna DeLucia
Comm.: HH 377169
Expires: March 22, 2027
Notary Public - State of Florida

Personally known X

OR Produced Identification _____

Type of Identification Produced _____

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026

Agenda Item:
G.10

Department	UTILITY	**Amount**	$420,000.00
Division	WASTEWATER COLLECTION	**Org/Account #**	54029082-063030-82019

Subject: RESOLUTION 2026-XX APPROVING A HAZARD MITIGATION GRANT PROGRAM PEP PANEL REPLACEMENTS CONTRACT AGREEMENT

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

Attachments:

1. Resolution
2. Grant Agreement

Background:

Following the Presidential Disaster Declaration for Hurricane Nicole (FEMA-4680-DR-FL), the Federal Emergency Management Agency (FEMA), through the Florida Division of Emergency Management (FDEM), made Hazard Mitigation Grant Program (HMGP) funding available for projects that reduce long-term risks to public infrastructure. The City submitted its application in October 2023 for improvements to its Pretreatment Effluent Pumping (PEP) system.

The PEP system is a critical component of the City's wastewater collection infrastructure. The grant application identifies approximately 12,000 PEP systems with older control panels, some up to 30 years old. Many lack dedicated generator connections, requiring Utility personnel to make temporary electrical connections during prolonged power outages. These conditions present electrical safety concerns and increase the potential for sanitary sewer overflows and related public health and environmental impacts.

The proposed project will purchase and install up to 500 replacement PEP electrical control panels at selected locations throughout the City. The upgraded panels are intended to include dedicated generator receptacles and transfer-switch capabilities to support safer, more efficient connection of temporary generators during electrical outages.

The eligible panel replacement project budget is $400,000, consisting of a 75% federal share ($300,000) and a 25% City share ($100,000). An additional $20,000 in federally funded Subrecipient Management Costs (SRMC) is identified for eligible grant administration activities. The total grant-related budget is therefore $420,000, including up to $320,000 in federal funding. The City remains responsible for its matching share and any costs not eligible for reimbursement.

Federal share – panel replacement project (75%)	$300,000
City share – panel replacement project (25%)	**$100,000**
Subtotal – panel replacement project	$400,000
Additional federally funded management costs (SRMC)	$20,000
Total grant-related budget	$420,000

The stated grant agreement period is March 3, 2026, through February 29, 2028, unless amended or terminated earlier. The grant is administered on a reimbursement basis for allowable costs and completed deliverables. Project activities will be subject to approved milestones, reporting, procurement, environmental review, and other applicable state and federal grant requirements.

Council approval is requested to accept the grant funding, approve the new agreement with FDEM, authorize execution of necessary documents, and permit the Utility Department to proceed with the approved scope subject to City policies and grant conditions.

Source of Funds Worksheet
Original Budget: $1,200,000.00
Total Expended/Encumbered to Date: $25,673.23
Pending Work Orders.Contracts**:**
Current (WO/Contract): $420,000.00
Balance: $754,326.77

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING A HAZARD MITIGATION GRANT PROGRAM PEP PANEL REPLACEMENTS CONTRACT AGREEMENT

RESOLUTION 2026-___
HAZARD MITIGATION GRANT PROGRAM
PEP PANEL REPLACEMENTS CONTRACT AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A CONTRACT GRANT AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT, A PASS-THROUGH ENTITY TO THE FEDERAL EMERGENCY MANGEMENT AGENCY FOR PEP PANEL REPLACEMENTS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast seeks to improve the reliability and disaster resilience of its Pretreatment Effluent Pumping (PEP) system through replacement of up to 500 electrical control panels; and

WHEREAS, the City submitted an application in 2023 for assistance under the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP), administered through the Florida Division of Emergency Management (FDEM); and

WHEREAS, the proposed project budget is $420,000, consisting of $300,000 in federal funding and a $100,000 City matching share, together with an additional $20,000 in federally funded eligible Subrecipient Management Costs, for a total grant-related budget of $420,000; and

WHEREAS, the City Council finds that approval of FDEM Grant Agreement No. 4680-036-R serves a public purpose by supporting continuity of wastewater services during emergencies;

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

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

SECTION 2. APPROVAL OF GRANT AGREEMENT. The City Council hereby approves FDEM Hazard Mitigation Grant Program Agreement No. 4680-036-R, substantially in the form attached as Exhibit "A," and accepts the associated grant funding subject to the terms and conditions of the agreement and applicable law.

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

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

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

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

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Grant Agreement

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Palm Coast
PROJECT #:	4680-036-R
PROJECT TITLE:	City of Palm Coast, PEP Panels, Infrastructure Retrofit
HMGP CONTRACT #:	H1362
SM CONTRACT #: (if applicable)	
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)
Garann Hopkins **Utility Compliance Coordinator** **2 Utility Drive** **Palm Coast, Florida 32137**

Enclosed is your copy of the proposed contract(s)/modification(s) between **City of Palm Coast** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (448) 229-6410 or email me at **Jazmine.Martinez@yagroup.com**.

Agreement Number: **H1362**

Project Number: **4680-036-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Palm Coast
Sub-Recipient's unique entity identifier (UEI/FEIN):	F9CQUN83HKB6 / 593614294
Federal Award Identification Number (FAIN):	FEMA-DR-4680-FL
Federal Award Date:	March 3, 2026
Subaward Period of Performance Start and End Date:	March 3, 2026 through February 29, 2028
Amount of Federal Funds Obligated by this Agreement:	$320,000.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$320,000.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$320,000.00
Federal award project description (see FFATA):	Infrastructure Retrofit
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Jazmine.Martinez@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Palm Coast, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Jazmine Martinez
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 448-229-6410
Email: Jazmine.Martinez@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Garann Hopkins
   Utility Compliance Coordinator
   2 Utility Drive
   Palm Coast, Florida 32137
   Telephone: 386-986-2511
   Email: ghopkins@palmcoastgov.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 3, 2026 and shall end on February 29, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$320,000.00** .

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated

at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will

not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF PALM COAST

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$320,000.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Retrofitting of existing buildings and facilities for shelters
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protective measures to the wastewater system of multiple residential properties located in Palm Coast, Flagler County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4680-036-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Palm Coast, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes utility mitigation action to the wastewater system of multiple residential properties located in Palm Coast, Florida, 32164.

The proposed scope of work shall provide protection by purchasing and installing up to 500 Pretreatment Effluent Pumping (PEP) panels, which are electrical panels to control the pumping of wastewater from the buried tanks installed at residential properties in the City of Palm Coast. The new panels shall be equipped with a receptacle outside and an Automatic Transfer Switch (ATS) to hook up available portable generators, already owned by the city, during electrical outages. Currently, the existing PEP panels do not have receptacles to be hooked up into to provide temporary power to the pumps, and the city personnel are subject to do hard wire connections to the pumps during storm events, as well as to prevent costly wastewater spills and sanitary sewer overflows (SSO) by allowing the pumps to run as needed through electrical outages.

All project components shall be protected against a 500-year flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards, as applicable. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name/Station	Location	Coordinates
1)	Sec S: Seminole Woods Subdivision	NW	(29.418781, -81.209648)
		NE	(29.441882, -81.171171)
		SW	(29.413472, -81.205330)
		SE	(29.415107, -81.160524)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The project shall protect the structure from high windstorms which shall allow the function of the structures to continue following a severe wind event.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD), as applicable.

d) Certified Letter of Completion:

   1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

   2. Certifying Compliance with all applicable codes.

e) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

f) Verification letter or documentation showing that the PEP pumps and electrical components are supporting a critical action and are protected to the 500-year (0.2% annual chance) flood elevation.

g) Verification of compliance that all construction activities, staging activities, and storage were not located in or impact any adjacent wetlands.

h) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

   The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

   The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

   Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

   Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

   Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices, which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) <u>Deliverables:</u>

Mitigation Activities consist of providing protection and implementing measures to improve the wastewater system of multiple residential properties, located in Palm Coast, Florida, 32164.

All project components shall be protected against a 500-year flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7

standards, as applicable. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.

D) Environmental:

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions. Consultation with the Floodplain manager is required to ensure the project is in compliance with local floodplain ordinances/regulations.

5) The Pretreatment Effluent Pumping (PEP) pumps and electrical components are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State and FEMA documenting compliance with this condition.

6) Construction activities, staging activities, and storage shall not be located in or impact any adjacent wetlands. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

7) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the impact to the budget.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

9) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

10) Special Conditions required on implementation of project:

    a) **EO 11988 CONDITION:** The PEP pumps and electrical components are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State and FEMA documenting compliance with this

condition. **Source of condition: Executive Order 11988 Floodplains, Monitoring Required: No**

b) EO 11990 CONDITION: Construction activities, staging activities, and storage shall not be located in or impact any adjacent wetlands. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition: Executive Order 11990 Wetlands, Monitoring Required: No**

11) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4680-036-R**. It is funded under HMGP, FEMA-4680-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4680.

FEMA awarded this project on March 03, 2026; and the Period of Performance for this project shall end on **February 29, 2028**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	2	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	2	Months
Permitting:	1	Months
Construction / Installation:	10	Months
Local Inspections / Compliance:	2	Months
State Final Inspection / Compliance:	2	Months
Closeout Compliance:	2	Months
Total Period of Performance:	**23**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$345,000.00	$258,750.00	$86,250.00
Labor:	$55,000.00	$41,250.00	$13,750.00
Fees:	$0.00	$0.00	$0.00
Initial Agreement Amount:	**$400,000.00**	**$300,000.00**	**$100,000.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$400,000.00**	**$300,000.00**	**$100,000.00**
****SRMC**			
SRMC:	$20,000.00	$20,000.00	
SRMC-Pre-Award:	$0.00	$0.00	
SRMC Total:	**$20,000.00**	**$20,000.00**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated $0.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

******* Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $20,000.00 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$300,000.00	(75.00%)
Non-Federal Share:	$100,000.00	(25.00%)
Total Project Cost:	**$400,000.00**	**(100.00%)**
SRMC (100% Federal)	$20,000.00	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Palm Coast

REMIT ADDRESS: 160 Lake Avenue

CITY: Palm Coast STATE: Florida ZIP CODE: 32164

PROJECT TYPE: Infrastructure Retrofit PROJECT #: 4680-036-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1362

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75.00%	Obligated Local Non-Federal 25.00%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Palm Coast PAYMENT #:

PROJECT TYPE: Infrastructure Retrofit PROJECT #: 4680-036-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1362

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF PALM COAST

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Palm Coast **PROJECT #:** 4680-036-R

PROJECT TYPE: Infrastructure Retrofit **CONTRACT #:** H1362

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____

Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Palm Coast
Sub-Recipient's Name

H1362
DEM Contract Number

4680-036-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4680-036-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 320,000.00

OBLIGATION/ACTION DATE: March 3, 2026

SUBAWARD DATE (if applicable):

UEID/SAM#: F9CQUN83HKB6

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes utility mitigation action to the wastewater system of multiple residential properties located in Palm Coast, Florida, 32164.

The proposed scope of work shall provide protection by purchasing and installing up to 500 Pretreatment Effluent Pumping (PEP) panels, which are electrical panels to control the pumping of wastewater from the buried tanks installed at residential properties in the City of Palm Coast. The new panels shall be equipped with a receptacle outside and an Automatic Transfer Switch (ATS) to hook up available portable generators, already owned by the city, during electrical outages. Currently, the existing PEP panels do not have receptacles to be hooked up into to provide temporary power to the pumps, and the city personnel are subject to do hard wire connections to the pumps during storm events, as well as to prevent costly wastewater spills and sanitary sewer overflows (SSO) by allowing the pumps to run as needed through electrical outages.

All project components shall be protected against a 500-year flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards, as applicable. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name/Station	Location	Coordinates
1)	Sec S: Seminole Woods Subdivision	NW	(29.418781, -81.209648)
		NE	(29.441882, -81.171171)
		SW	(29.413472, -81.205330)
		SE	(29.415107, -81.160524)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in

accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

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

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

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor’s Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor’s Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026

Agenda Item:
G.11

Department	UTILITY	**Amount**	$547,792.87
Division	WASTEWATER COLLECTION	**Org/Account #**	54029083-063030-85005

Subject: RESOLUTION 2026-XX APPROVING A FDEM HAZARD MITIGATION GRANT AGREEMENT H1398 FOR CITYWIDE WASTEWATER MANHOLE COVER RETROFITS

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

Attachments:

1. Resolution
2. Grant Agreement

Background:

The City of Palm Coast applied for funding through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP), administered by the Florida Division of Emergency Management (FDEM), following the federal disaster declaration associated with Hurricane Idalia. FDEM has provided Federally Funded Subaward and Grant Agreement H1398, Project 4734-110-R, for the Citywide Manhole Covers Infrastructure Retrofit project.

The approved scope provides for retrofitting 262 existing manhole covers in the City's wastewater collection system. These improvements are intended to reduce stormwater inflow and infiltration during severe weather, help prevent sanitary sewer overflows, limit emergency pumping and tanker-truck operations, and improve continuity of wastewater service. The City will procure a qualified, licensed contractor and administer the work in accordance with the grant agreement and applicable procurement requirements.

Construction project cost	$541,030.00
Federal construction share (75%)	$405,772.50
City construction match (25%)	**$135,257.50**
Federal sub-recipient management costs	$6,762.87 (100% federal)
Total project and management funding	**$547,792.87**

The grant is structured as a cost-reimbursement agreement. The City must provide the required non-federal match and comply with grant reporting, procurement, documentation, and reimbursement requirements.

The grant period of performance runs from March 9, 2026, through September 30, 2029. Attachment provides the approved scope, budget, schedule, and deliverables. The schedule of work for the project is estimated at 42 months.

Council approval is requested to accept the grant funding, approve the new agreement with FDEM, authorize execution of necessary documents, and permit the Utility Department to proceed with the approved scope subject to City policies and grant conditions.

Source of Funds Worksheet
Original Budget: $1,500,000.00
Total Expended/Encumbered to Date: $35,579.14
Pending Work Orders.Contracts**:**
Current (WO/Contract): $547,792.87
Balance: $916,627.99

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING A FDEM HAZARD MITIGATION GRANT AGREEMENT H1398 FOR CITYWIDE WASTEWATER MANHOLE COVER RETROFITS

RESOLUTION 2026-___
HAZARD MITIGATION GRANT PROGRAM MANHOLE COVER INFRASTRUCTURE RETROFIT CONTRACT AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT H1398 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR WASTEWATER MANHOLE COVER RETROFITS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast seeks to improve the resilience of its wastewater collection system by reducing stormwater inflow and infiltration and the risk of sanitary sewer overflows during significant storm events; and

WHEREAS, the City applied for funding under the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP), administered by the Florida Division of Emergency Management (FDEM), to retrofit 262 existing wastewater manhole covers; and

WHEREAS, FDEM has provided Federally Funded Subaward and Grant Agreement H1398, Project 4734-110-R, with an approved construction project cost of $541,030.00, consisting of a federal construction share of $405,772.50 and a required City match of $135,257.50; and

WHEREAS, the Agreement additionally includes $6,762.87 in federally funded sub-recipient management costs, bringing the total federal award to $412,535.37; and

WHEREAS, the City Council finds that approval of the Agreement supports the protection and reliability of the City's wastewater infrastructure.

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

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

SECTION 2. APPROVAL OF GRANT AGREEMENT. The City Council hereby approves Federally Funded Subaward and Grant Agreement H1398 between the City of Palm Coast and the Florida Division of Emergency Management, for FEMA Project 4734-110-R.

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

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

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

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

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” – Grant Agreement

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Palm Coast
PROJECT #:	4734-110-R
PROJECT TITLE:	City of Palm Coast, Citywide Manhole Covers, Infrastructure Retrofit
CONTRACT #:	H1398
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Garann Hopkins Utility Compliance Coordinator 2 Utility Drive Palm Coast, Florida 32137

Enclosed is your copy of the proposed contract/modification between **City of Palm Coast** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy by Official Representative
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affivadit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (770) 668-8231 or email me at Samara.Burke@yagroup.com.

Agreement Number: **H1398**

Project Number: **4734-110-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Palm Coast
Sub-Recipient's unique entity identifier (UEI/FEIN):	F9CQUN83HKB6 / 593614294
Federal Award Identification Number (FAIN):	FEMA-DR-4734-FL
Federal Award Date:	March 9, 2026
Subaward Period of Performance Start and End Date:	March 9, 2026 – September 30, 2029
Amount of Federal Funds Obligated by this Agreement:	$412,535.37
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$412,535.37
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$412,535.37
Federal award project description (see FFATA):	Infrastructure Retrofit
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Samara.Burke@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Palm Coast, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Samara Burke
Project Manager/Grant Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 770-668-8231
Email: Samara.Burke@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-528-4216
Email: Kathleen.Marshall@em.myflorida.com

i. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Garann Hopkins
Utility Compliance Coordinator
2 Utility Drive
Palm Coast, Florida 32137
Telephone: 386-986-2511
Email: ghopkins@palmcoastgov.com

ii. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 9, 2026, and shall end on September 30, 2029, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$412,535.37**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

a. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

b. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are

completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be

construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any

goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment

provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and

entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

m. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

n. The Subrecipient acknowledges that compliance with this Section (26) is material to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF PALM COAST

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Jared W. Perdue, P.E.

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$412,535.37**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Retrofitting of existing buildings and facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protective measures to two hundred sixty-two (262) manhole sites located in Palm Coast, Flagler County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4734-110-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Palm Coast, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes utility mitigation action to two hundred sixty-two (262) manhole sites located in Palm Coast, Florida, 32137 and 32164.

The proposed scope of work shall provide protection by retrofitting two hundred sixty-two (262) manhole covers for the existing wastewater collection system. Retrofit activities include upgrading the existing manhole covers with high-density polyethylene (HDPE) lids to reduce inflow and infiltration into the wastewater collection system, and to help prevent sanitary sewer overflows. During past storm events, the City of Palm Coast has suffered damage costs associated with pumping and tank trucking to prevent overflow from the sewage system due to heavy rain and power outages. Project shall address the inflow, and infiltration impacts at the wastewater collection system and reduce risk of loss of service to homes in the surrounding community.

All project components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind based on location requirements per ASCE 7 standards effective at the time of permitting. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Location:

ID#	Location	Coordinates	
1)	Palm Coast, Florida, 32137 & 32164	NW	(29.552468, -81.239286)
		SW	(29.527292, -81.219829)
		NE	(29.556993, -81.225236)
		SE	(29.536496, -81.207555)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The project shall protect the structure from high windstorms which shall allow the function of the structures to continue following a severe wind event.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD), as applicable.

d) Certified Letter of Completion:

   1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

   2. Certifying Compliance with all applicable codes.

e) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

f) Verification letter or documentation showing construction activities, staging activities, and storage were not located in or impacted any adjacent wetlands.

g) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

   The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

   The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

   Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

   Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

   Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

   Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual

increments will be applied to larger awards, allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separately from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices, which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) <u>Deliverables:</u>

Mitigation Activities consist of providing protection and implementing measures to improve two hundred sixty-two (262) manhole sites located in Palm Coast, Florida, 32137 and 32164.

All project components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind based on location requirements per ASCE 7 standards effective at the time of permitting. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.

D) Environmental:

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
4) Construction activities, staging activities, and storage shall not be located in or impact any adjacent wetlands. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions. Consultation with the Floodplain manager is required to ensure the project is in compliance with local floodplain ordinances/regulations.

6) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the impact to the budget.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is on the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

9) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

10) Special Conditions required for the implementation of project:

    a) **EO 11990 CONDITION: Construction** activities, staging activities, and storage shall not be located in or impact any adjacent wetlands. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11990 – Wetlands **Monitoring Required: No**

11) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4734-110-R**. It is funded under HMGP, FEMA-4734-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4734.

FEMA awarded this project on March 9, 2026; the Period of Performance for this project shall end on **September 30, 2029**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	4	Months
Construction Plan/Technical Specifications:	4	Months
Bidding / Local Procurement:	4	Months
Permitting:	5	Months
Construction / Installation:	12	Months
Local Inspections / Compliance:	5	Months
State Final Inspection / Compliance:	4	Months
Closeout Compliance:	4	Months
Total Period of Performance:	**42**	**Months**

BUDGET

Line-Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$239,730.00	$179,797.50	$59,932.50
Labor:	$301,300.00	$225,975.00	$75,325.00
Fees:	$0.00	$0.00	$0.00
Initial Agreement Amount:	**$541,030.00**	**$405,772.50**	**$135,257.50**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$541,030.00**	**$405,772.50**	**$135,257.50**
****SRMC**			
SRMC:	$6,762.87	$6,762.87	
SRMC Total:	**$6,762.87**	**$6,762.87**	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

**** ***Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $6,762.87 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$405,772.50	(75.00%)
Non-Federal Share:	$135,257.50	(25.00%)
Total Project Cost:	**$541,030.00**	**(100.00%)**
SRMC (100% Federal)	$6,762.87	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Palm Coast

REMIT ADDRESS: 160 Lake Avenue

CITY: Palm Coast STATE: Florida ZIP CODE: 32164

PROJECT TYPE: Infrastructure Retrofit PROJECT #: 4734-110-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1398

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75.00%	Obligated Local Non-Federal 25.00%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL: $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT: $ _____ DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Palm Coast PAYMENT #:

PROJECT TYPE: Infrastructure Retrofit PROJECT #: 4734-110-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1398

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents __% completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF PALM COAST

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Palm Coast **PROJECT #:** **4734-110-R**

PROJECT TYPE: Infrastructure Retrofit **CONTRACT #:** **H1398**

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):

Contract Execution Date: Contract Expiration Date:

Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):

Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: *Reviewer:* *Project Manager*

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Palm Coast
Sub-Recipient's Name

H1398
DEM Contract Number

4734-110-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4734-110-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 412,535.37

OBLIGATION/ACTION DATE: March 9, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: F9CQUN83HKB6

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes utility mitigation action to two hundred sixty-two (262) manhole sites located in Palm Coast, Florida, 32137 and 32164.

The proposed scope of work shall provide protection by retrofitting two hundred sixty-two (262) manhole covers for the existing wastewater collection system. Retrofit activities include upgrading the existing manhole covers with high-density polyethylene (HDPE) lids to reduce inflow and infiltration into the wastewater collection system, and to help prevent sanitary sewer overflows. During past storm events, the City of Palm Coast has suffered damage costs associated with pumping and tank trucking to prevent overflow from the sewage system due to heavy rain and power outages. Project shall address the inflow, and infiltration impacts at the wastewater collection system and reduce risk of loss of service to homes in the surrounding community.

All project components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind based on location requirements per ASCE 7 standards effective at the time of permitting. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Location:

ID#	Location	Coordinates	
1)	Palm Coast, Florida, 32137 & 32164	NW	(29.552468, -81.239286)
		SW	(29.527292, -81.219829)
		NE	(29.556993, -81.225236)
		SE	(29.536496, -81.207555)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

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

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

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

As used in this subsection, the term:

- "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #:		
Total Contract Amount:		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** G.12

Department	UTILITY	**Amount**	$269,000.00
Division	WASTEWATER COLLECTION	**Org/Account #**	54019083-034000

Subject: RESOLUTION 2026-XX APPROVING PIGGYBACKING THE CITY OF ORLANDO CONTRACT IFB23-0211 WITH US SUBMERGENT TECHNOLOGIES, LLC FOR STRUCTURAL CLEANING SERVICES AT WASTEWATER TREATMENT FACILITY NO. 1

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

Attachments:

1. Resolution
2. Quote
3. City of Orlando Contract
4. Executed Contract Amendment

Background:

Council Priority:

D. Sustainable Environment and Infrastructure

Consistent with the City Council's priority to improve infrastructure and restore capacity. Staff is requesting approval for U.S. Submergent Technologies to remove sand, grit, and debris from critical process equipment that has accumulated since last cleaned in 2023. During periods of high flow due to rain events, tropical storms, and hurricanes, the screening and grit removal systems at the headwork's are unable to remove 100% this material in the incoming streamflow. This material will settle in the biological tanks, clarifiers and over time reduce valuable capacity. U.S. Submergent Technologies, LLC utilizes specialized screening equipment that allows the material to be removed from the tanks and screened while keeping the biological tanks and clarifiers in operation and not disturbing the plant process.

City Staff is recommending piggybacking the City of Orlando contract IFB23-0211 with U.S. Submergent Technologies, LLC for Structure Cleaning Services at Wastewater Treatment Facility No. 1. Piggybacking existing competitive bid contracts are advantageous since the pricing is generally better and the city does not incur the expense and delay of soliciting a bid. This contract is valid until June 10, 2027.

Since the underlying contract is an agreement on a per unit price base, city staff are requesting approval based on available approved budgeted funds appropriated by City Council. The Fiscal Year 2027 budget includes available funding in the City's Wastewater Treatment Operations funding. City Staff estimate that the city will expend approximately $269,000.00 under this piggyback contract.

Source of Funds Worksheet
Original Budget: $1,216,750.00
Total Expended/Encumbered to Date: $95,000.00
Pending Work Orders.Contracts:
Current (WO/Contract): $269,000.00
Balance: $852,750.00

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING PIGGYBACKING THE CITY OF ORLANDO CONTRACT IFB23-0211 WITH US SUBMERGENT TECHNOLOGIES, LLC FOR STRUCTURAL CLEANING SERVICES AT WASTEWATER TREATMENT FACILITY NO. 1

RESOLUTION 2026-___
STRUCTURAL CLEANING SERVICES AT
WASTEWATER TREATMENT FACILITY NO. 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF PIGGYBACKING THE CITY OF ORLANDO CONTRACT IFB23-0211 WITH US SUBMERGENT TECHNOLOGIES, LLC FOR STRUCTURAL CLEANING SERVICES AT WASTEWATER TREATMENT FACILITY NO. 1; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, US Submergent Technologies, LLC has agreed to provide structural cleaning services at the City of Palm Coast Wastewater Treatment Facility No. 1; and

WHEREAS, the City of Palm Coast desires to approve piggybacking the City of Orlando contract with US Submergent Technologies, LLC has agreed to provide structural cleaning services at the City of Palm Coast Wastewater Treatment Facility No. 1.

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

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

SECTION 2. APPROVAL OF PIGGYBCK. The City Council of the City of Palm Coast hereby approves the terms and conditions of piggybacking the contract between The City of Olando and US Submergent Technologies, LLC to provide structural cleaning services as attached hereto and incorporated herein by reference herein by reference as Exhibit “A.”

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

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

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

SECTION 5. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

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

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

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” Contract IFB23-0211

Docusign Envelope ID: 27B658DC-EE39-84AC-83B3-8C94A16B2175

city of PALM COAST

Finance Department
Procurement Office

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

US Submergent Technologies
ATTN: Denver Stutler Jr.
2201 Cantu Ct, Ste 220
Sarasota, Florida 34232

RE: Engagement Letter Authorizing Piggyback

Reservoir Environmental Cleaning Services
Contract Name

City of Orlando, IFB23-0211
Contract Reference

Dear Denver,

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

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

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

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

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

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date:_____

SUPPLIER

Signed by:
By: _____
4E8D6F168C23469...
(Authorized Signatory)

Print Name: Denver Stutler Jr.

Title: CEO

Date: Oct 15, 2026 | 4:57 PM EDT

Docusign Envelope ID: 27B658DC-EE39-84AC-83B3-8C94A16B2175

ENGAGEMENT LETTER ADDENDUM

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

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

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

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

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

In Process

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

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

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

Docusign Envelope ID: 27B658DC-EE39-84AC-83B3-8C94A16B2175

3. **Scrutinized Companies**

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

4. **Public Records.**

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

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

In Process

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

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

9. **Governing Law**

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

Docusign Envelope ID: 27B658DC-EE39-84AC-83B3-8C94A16B2175

10. **Sovereign Immunity**

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

11. **Taxes**

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

CITY OF PALM COAST

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

SUPPLIER

Signed by:

By: _____ (Authorized Corporate Officer)

4E8D6E198C93499...

Print Name: Denver Stutler Jr.

Title: CEO

Date: Oct 15, 2026 | 4:57 PM EDT

In Process

U.S. SUBMERGENT TECHNOLOGIES

Restoring Capacity of Wet Infrastructure

COST ESTIMATE

Date
September 30, 2026

Expires
November 16, 2026

US Submergent Technologies
2201 Cantu Ct, Ste 220
Sarasota, FL 34232

Jacob Cederholm
jcederholm@ussubmergent.com
+19049821719

Prepared for

City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Patrick Henderson
Wastewater Utility Systems Manager
phenderson@palmcoastgov.com
(386) 986-2360

On behalf of U.S. Submergent Technologies (USST), we are pleased to provide this cost estimate for your consideration to remove the accumulated material(s) from the **Ox Ditch(es);Clarifier(s)**. The following pricing schedule includes the costs of providing a complete operation of removing and disposing of the estimated volumes of material to be removed.

General Scope of Work:

USST will reach and remove material from agreed-upon structures utilizing a combination of vacuum, pumping, jetting and/or reaching components using patented and appropriate equipment, as well as a trained and capable service crew. USST will provide mobilization and demobilization to and from the project site and to disposal facility. USST will clean work area(s) to pre-project conditions upon completion of project.

An itemized pricing schedule follows.

Pricing based on: **Piggyback**

Payment Terms: **Net-30 on receipt of Invoice**

Products & Services

Products & Services	Quantity	Unit	Unit price	Price
Mob/Demob, Non-Emergency	1	Lump Sum	$6,500.00	$6,500.00
Time, Labor & Equipment (Vac Only)	30	Per Day	$4,250.00	$127,500.00
Downhole Pump	30	Per Day	$2,500.00	$75,000.00
49' Boom	30	Per Day	$2,000.00	$60,000.00

One-time subtotal	$269,000.00

Total	**$269,000.00**
Total Contract Value	**$269,000.00**

Project Assumptions and Additional Conditions:

The pricing schedule summarizes the estimated quantities and standard unit costs based on our understanding of existing conditions, our interpretation of the RFP scope and/or specifications that have been made available to us. **This cost estimate assumes that all removed material will be discharged at the Owner's designated on-site location.**

- Rates are based on a Monday through Friday (8:00 AM – 4:00 PM) workday. If Weekend work and/or second/third shift work is authorized, overtime rates will be charged.
- A signed Cost Estimate and/or Purchase Order is required prior to project commencement. Upon acceptance of this signed Cost Estimate and/or Purchase Order, USST will schedule the project on a mutually agreed date with a minimum of 5-days lead time.

USST production rates are based on physical access to the structure, distribution of accumulated materials, as well as the type and quantity of materials to be removed.

- USST will maintain daily performance/production records.
- All waste (actual quantities) will be manifested, transported and disposed of in accordance with all applicable Local, State and Federal regulations.

Unit costs will be billed on actual quantities of time, labor and equipment required to complete the scope.

- If applicable, a Demurrage Rate will be charged at $950 per hour rounded to the nearest half-hour.
- Where applicable, it is the Client’s responsibility for payment of unforeseen fees, taxes, or unexpected administrative costs which USST may incur during execution.

USST shall provide all labor, materials and equipment, unless otherwise discussed, to complete the agreed-upon services.

USST shall perform its services with the standard of care, diligence and skill ordinarily exercised by firms providing similar services and in accordance with accepted and sound professional practices and procedures. USST shall comply with all OSHA-10 standards and all applicable Local, State and/or Federal health and safety regulations.

USST is not responsible for damage to landscape, landscape restoration, damage to aeration systems, or underground utilities not clearly marked and made aware of prior to project start.

USST reserves the right to reject any order based on differences in interpretation of the specification, or for any reason, at the time the order is tendered.

General Terms and Conditions:

- Client shall provide unrestricted access to the facility worksite. Unrestricted access includes ensuring height clearance without obstruction in and around structure(s), and, removing and/or unbolting any hatches or panels required for access or ventilation.
- Client is responsible for Onsite material management.
- Client is responsible for providing and managing sufficient area to offload material that is recovered during cleaning operations.
- The Cost Estimate does not include hydro- and/or grit-blasting of the structure(s).

Jacob Cederholm, *North Florida Account Manager*
D: (904) 982-1719

Should you have any questions or concerns about this cost estimate, please do not hesitate to contact me directly by email or phone.

Project Acceptance

Client Signature

Signature _____ **Date** _____

Printed name _____

Executed 08.01.2023
Term 3 years plus 2
1 year renewals

Mayor
Buddy Dyer

Chief Procurement Officer
David Billingsley, CPSM, C.P.M.

INVITATION FOR BID (IFB)

IFB23-0211

RESERVOIR ENVIRONMENTAL CLEANING SERVICES

CITY OF ORLANDO

The City of Orlando Procurement and Contracts Division has implemented an electronic bidding system to streamline solicitation responses.

CITY OF ORLANDO PROCUREMENT AND CONTRACTS SITE

ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED FOR THIS SOLICITATION - ALL OTHER RESPONSES SHALL BE CONSIDERED NON-RESPONSIVE

City of Orlando

INVITATION FOR BID (IFB)

IFB23-0211

RESERVOIR ENVIRONMENTAL CLEANING SERVICES

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2. GENERAL INFORMATION
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8. VIRTUAL BID OPENING

Attachments:

A - IFB_Attachments_A_-_I_RECS 23-0211

B - IFB_Bid Price Form_23-0211

1. INTRODUCTION

1.1. Summary

The intent for Structure Cleaning Services is for the procurement of emergency and non-emergency sediment and debris removal and disposal services on an as-needed basis. It is the City of Orlando's (City) intent to award contracts to multiple Contractors if possible, so Bidders that cannot provide all of the additional features may bid on only those pay items that they have the proper equipment to provide. The use of a closed loop system that pumps the solids to a sealed, pressurized debris collection container which decants the liquid back into the pipeline or structure without emitting significant noise and odor is safer and more efficient for large diameter structures. The Contractor will be responsible for proper removal, hauling, and disposal of sediment and debris collected from various structures anywhere in the City as required for each project assignment. The City will not incur a disposal fee in the event sediment and debris are left onsite. Supporting documentation to include hauler manifest and dump ticket will be provided with the invoice. The City reserves the right to require the Contractor to respond to emergencies within a two-hour time frame.

1.2. Contact Information

Direct all questions and inquiries to the following:

Javarie McDonald
Purchasing Agent II
400 S Orange Avenue
Procurement and Contract Division 4th Floor
Orlando, FL 32801
Email: javarie.mcdonald@orlando.gov
Phone: (407) 246-2364

Department:
Procurement and Contracts Division

1.3. Timeline

Note: All time references in this solicitation are to City of Orlando local time on the date specified.

Issue Date	March 3, 2023
Cut-off date for Questions by Bidder	March 10, 2023, 5:00pm

Bid Due Date and Time	April 4, 2023, 2:00pm JOIN THE VIRTUAL BID OPENING. Online: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmFlMjUxZDUtMTU3OS00ZTc0LTk0MDAtZTg5NTI2YmFjMzZl%40thread.v2/0?context=%7b%22Tid%22%3a%227594da9b-294b-4acf-913b-d159ae921564%22%2c%22Oid%22%3a%22e3e91c6c-aa8e-4cf4-9514-0ee59fcbec65%22%7d Call into the virtual meeting by dialing this phone number: +1 321-247-7568 Once dialed-in and prompted, enter the Conference ID: 280 261 905 108

2. GENERAL INFORMATION

2.1. SOLICITATION INFORMATION

The City's Procurement and Contracts Division is the official source to obtain information relating to City of Orlando procurements. It is incumbent on the Bidder to obtain current bid and award information prior to and after the scheduled opening date of a solicitation. Information is updated as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways, such as:

A. Bid documents are available for download from the VendorLink website:
   - You may access solicitation information by visiting the City's VendorLink website by copying the following link in your web browser: vendorlink.cityoforlando.net

B. You may also contact the Procurement and Contracts Division at (407) 246-2291 or visit us during normal business hours, to obtain award information and other documents at:

City of Orlando

Procurement and Contracts Division

400 South Orange Avenue, Fourth Floor

Orlando, Florida 32801

Please remember, email notification is provided as a courtesy to our Bidders, but it is the Bidder's responsibility to check with the City of Orlando's website at: vendorlink.cityoforlando.net for current bid and other procurement information.

We appreciate your interest in doing business with the City of Orlando.

2.2. CONTRACT TERM

It is the intent of the City to award a Contract for a three (3) year term to begin upon approval and execution by the City. The Contract may, by mutual assent of the parties, be renewed for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

2.3. SCHEDULE

The Timeline Section of this solicitation contains the scheduled calendar of events with important dates and times for this Solicitation. Dates and times are subject to change by the City's Chief Procurement Officer (CPO) or designee, at their sole discretion. If the Procurement and Contracts Division determines that it is necessary to change these dates or times prior to the Bid due date, the change will be announced via an addendum.

2.4. PRE-BID CONFERENCE, IF APPLICABLE

If applicable, the purpose of a Pre-Bid Conference is to review and discuss the solicitation (and any addenda) as published. A representative from the Procurement and Contracts Division and a technical representative from the using department will be present to discuss the solicitation.

3. BID SUBMITTALS

Bidders are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the VendorLink system by the bid due date and time. The City shall not be responsible for any submission delays or failures caused by any occurrence. Bidders are expected to examine this solicitation, specifications, associated drawings, if any, and all instructions. Failure to do so will be at the Bidder's risk.

Each Bidder shall furnish the information required on each bid submittal form and each accompanying sheet thereof on which an entry is made.

The following items must be completed and uploaded as part of your electronic bid submittal. **Failure to complete and return required forms may result in your bid being deemed non-responsive and not considered for award.**

A. **Bid Pricing** - All prices shall be entered online. For instructions on submitting Electronic Bid Pricing (which is required by this solicitation), see **Section 7**.

B. **Attachment A** - Bidder's Questionnaire. This form must be downloaded, completed, and uploaded as a part of the bid package.

C. **Attachment B** - Bidder's Certification Form. This form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.

D. **Attachment C** - Contract and Acceptance Form. This form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.

E. **Attachment D** - Minority/Women-Owned Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the bid package.

F. **Attachment E** - Veteran Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the bid package.

G. **Attachment F** - Conflict of Interest Disclosure Form. This form must be downloaded, completed, and uploaded as a part of the bid package.

H. **Attachment G** - Confidential and/or Proprietary Information Exemption Form. This form must be downloaded, completed, and uploaded as a part of the bid package.

I. **Attachment H** - Addendum Receipt Verification Form. If an Addendum(s) is issued, this form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.

J. **Attachment I** – Certification Regarding Prohibition Against Contracting With Scrutinized Companies. This form must be downloaded, completed, and uploaded as a part of the bid package.

K. Copy of Bidder's current W-9 is to be signed and uploaded as a part of the bid package.

L. Bid Security, if applicable.

M. Proof of insurance - If applicable, please refer to **Section 5 – Insurance Requirements**

4. SCOPE OF WORK

4.1. General

The intent for Structure Cleaning Services is for the procurement of emergency and non-emergency sediment and debris removal and disposal services on an as-needed basis. It is the City of Orlando's (City) intent to award contracts to multiple Contractors if possible, so Bidders that cannot provide all of the additional features may bid on only those pay items that they have the proper equipment to provide. The use of a closed loop system that pumps the solids to a sealed, pressurized debris collection container which decants the liquid back into the pipeline or structure without emitting significant noise and odor is safer and more efficient for large diameter structures. The Contractor will be responsible for proper removal, hauling, and disposal of sediment and debris collected from various structures anywhere in the City as required for each project assignment. The City will not incur a disposal fee in the event sediment and debris are left onsite. Supporting documentation to include hauler manifest and dump ticket will be provided with the invoice. The City reserves the right to require the Contractor to respond to emergencies within a two-hour time frame.

4.2. Scope of Work

A. The Contractor shall furnish all labor (to include personnel certified to enter confined spaces), materials and equipment necessary for properly cleaning various size structures and equipment in confined space entries , and requires the application of reasonable initiative and independent judgement. Types of structures shall include both Sanitary Sewer and Stormwater systems. Structures shall be cleaned using hydraulically-propelled, and/or high velocity water jet sewer cleaning equipment capable of removing sand and/or debris in surcharged conditions. Structures shall be defined as a tank, basin, pond and other types of structures including, but not limited to channels, equalization tanks, clarifiers, aeration basins, oxidation ditches, anoxic tanks, filter media bays, contact basins, digesters, headworks, grit chambers, containment units, thermal process tanks, package plants, reject ponds, lift stations, backwash basins, splitter boxes, baffle boxes, manholes, sumps or sediment traps.

B. Debris shall be defined as sand, silt, solids, rags, sludge, rocks, bricks, loose gaskets, pieces of broken pipe and other foreign objects encountered in structures. The cleaning process shall be able to remove all debris from each structure that is identified by the City. The selection of cleaning equipment and method shall be based on the structure type, amounts of debris anticipated, and the known condition of the structure, and will be subject to the City's approval for the method used and the applicable pay item. All cleaning equipment and devices shall be operated by personnel who are properly trained and qualified in using that type of equipment or device.

C. The Bidder will be required to submit a minimum of three (3) references, within the State of Florida, that demonstrate that they have the necessary equipment, experienced personnel, and are capable of cleaning large diameter structures, utilizing a closed loop

system, in surcharged conditions, per this specification. The Contractor may be required to demonstrate the performance capabilities of the cleaning equipment proposed for use on the project. If the results obtained by the proposed cleaning equipment are not satisfactory, the Contractor may be required to utilize different personnel, equipment and/or attachments, as necessary to meet the requirements.

D. Satisfactory precautions shall be taken to protect structures, equipment and adjacent facilities from damage that might be caused by improper use of the cleaning equipment or method. Any damage resulting from Contractor negligence shall be repaired by Contractor at no cost to and to the satisfaction of the City.

4.3. Equipment

A. All cleaning equipment shall include an extraction device that removes all solids and decants water back into the structure without the release of debris. The cleaning equipment shall have an approximately 49 foot boom crane with telescoping tubes and shall have a downhole system that enables the removal of debris from deep or submerged conditions. The equipment shall have a minimum 15 cubic yard debris tank, capable of being pressurized for debris and water separation. If the site conditions are such that large debris amounts are anticipated, then the equipment shall be capable of operating in conjunction with pressurized roll off containers.

B. The cleaning equipment shall include a debris extraction device that does not release particulate matter into the atmosphere and does not allow the debris being removed to pass downstream from the access point or back into the system being cleaned. The cleaning equipment shall be able to operate without the need of bypass pumping during the cleaning operations.

C. High Velocity Water Jet Cleaning:

1. The jetting equipment must be specifically designed and controlled to thoroughly clean the structure without damage. A working pressure gauge shall be used on the discharge of all high pressure water pumps. The jet nozzles shall be adjustable from an upward angle used to clean loose debris underneath the top of the structure, to a downward angle in order to clean the bottom or sides depending on the structure needs and corrosion conditions. The pressure and flow rate shall also be adjustable and controlled to an appropriate level for the cleaning requirements, so as to prevent further damage to the structure.

2. The primary water pump should be rated at least 140 gpm at 2000 psi and have additional capacity as needed to perform the work. To take full advantage of the Closed-Loop capabilities and increase production, the Closed-Loop system equipment shall have a hose reel and hose that is capable of cleaning at least 1000 LF from one access point.

D. Hydraulically Propelled Cleaning Equipment:

The hydraulically propelled equipment must be specifically designed to remove large amounts of debris and sediment under surcharged conditions. Hydraulically propelled equipment must be capable of properly functioning without the use of additional water.

E. Debris Collection:

1. The debris collection system shall include both vacuum and pumping capability with a sealed containment unit that must be able to safely transport either sanitary sewer or storm system debris to a legal disposal site without leakage or emitting any significant amount of odor. Any damage resulting from Contractor negligence shall be repaired by a licensed contractor or a City of Orlando contractor at no cost to and to the satisfaction of the City. The system must have the capacity to keep up with the cleaning operation and be able to handle a high percentage of solids. The debris collection system shall be capable of capturing 99% of the solids and debris, and decanting only water back into the collection system downstream of the debris collection point or into a discharge point designated and approved by the City.

2. The debris collection system shall have a telescoping boom and tube system that is capable of reaching approximately 49 feet from the center of the debris collection vehicle into the structure for effective placement of the vacuum/pumping tube.

3. Sand and sediment collected during operations must be able to pass the paint filter dry test to be eligible to collect pay items for debris disposal. All sanitary sewage or wastewater treatment plant structures will be eligible for the pay item for Disposal of Sanitary Sewer Solid Waste Material. All stormwater systems or structures will be eligible for the pay item for Disposal of Stormwater System Solid Waste Material.

4.4. Execution

A. All equipment and devices shall be operated by experienced operators so that cleaning process is efficient and effective, and the pipe or structure is not damaged during the cleaning process. The cleaning process shall include a multi-step cleaning procedure until the entire structure is clean and has been approved by the City. The Contractor shall only use biodegradable materials which will not create hazards to health or property or affect stormwater receiving bodies or sewage treatment plant processes.

B. The jetting action from the nozzle will propel the cleaning head to a chosen point (depending on the amount of sediment) to loosen the sludge, sediment and debris. The operator shall retract the nozzle to the access point, where a submersible pump or vacuum suction line will transport the collected solids and water to the debris collection container. The operator will extend the nozzle to further points in the structure and repeat this procedure until the furthest point has been reached and is clean of all sediment and debris. The Contractor is responsible to use whatever means necessary to remove all sediment and debris from the structure or system without damage to the facility. The debris collection system shall separate the solids and return only liquid back into the system or structure.

C. The Contractor shall be responsible for obtaining a water meter and pay all related costs as necessary. All expenses shall be considered incidental to the cleaning of the structure. No fire hydrant shall be obstructed or used when there is a fire in the area.

D. In addition to the requirements herein, the Contractor shall maintain a safe and clean work area so as to comply with Federal, State, and local environmental and anti-pollution laws, ordinances, codes, and regulations when cleaning structures and disposing of waste debris. The Contractor shall also keep the work area and surrounding area free of accumulations of dirt, dust, waste materials, rubbish and debris. Suitable containers for storage of waste materials, debris and rubbish shall be provided by the contractor until time of disposal. It is the sole responsibility of the Contractor to secure a licensed legal disposal site for the disposal of the debris material. Under no circumstances shall sewage or solids removed from a sanitary sewer system be spilled or dumped in streets, ditches, catch basins, or storm drainage systems.

E. The Contractor shall be required to have all materials, water source, equipment, and labor necessary to complete the work on the jobsite prior to beginning the cleaning process and starting the clock regarding payment. Partial days of work will be prorated for payment if a minimum 8 hours of work has not been performed during a day.

4.5. Pollution and Noise Controls

A. Contractor shall minimize noise, vibration and pollution caused by their activities, and control the removal and disposal of solid and hazardous wastes according to the following Performance Criteria:

1. Noise Control shall be in accordance with Federal, State, and City regulations. The equipment noise level shall not exceed 75 Db measured at a distance of 50 feet, during normal operating conditions. The Contractor shall comply with all City Ordinances and regulations dealing with noise abatement.

2. Vibration Control shall be in accordance with Federal, State, and City regulations. It is the Contractor's sole responsibility to prevent damage from vibration to adjacent structures and property.

3. Air Pollution Control shall be in accordance with Federal, State, and City regulations.

4. Fugitive Dust:

a. Do not cause or allow the emissions of from any transport, handling, construction or storage activity to remain visible in the atmosphere beyond the property line of the emission source.

b. Take precautions to minimize dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste.

c. Do not cause or allow particulate matter to exceed 100 mg/m3 when determined as the difference between upwind and downwind samples collected on high volume samples at the property line for a minimum of five hours.

d. Take precautions to prevent visible particulate matter from being deposited upon public roadways as a direct result of construction or hauling operations. Precautions shall include the removal of particulate matter from equipment before movement to paved streets, or the prompt removal of material from paved streets onto which such material has been deposited.

e. The cleaning equipment shall include a debris extraction device that does not release particulate matter into the atmosphere.

B. Solid and Hazardous Waste

Solid and Hazardous Waste Control shall be in accordance with Federal, State, and City regulations. The Contractor is solely responsible for the disposal of any hazardous waste that is generated by the Contractor's operation.

1. Execution: In order to implement these regulations, the Contractor shall use the following procedures and techniques:

a. Dust Control

(1) Cover loads of materials, debris and soil transported from construction sites.

(2) Daily water down and sweep streets which have heavy volumes of construction vehicles carrying debris and excavated materials.

(3) Establish regular cycles and locations for washing trucks which haul soil from the site.

(4) Water down construction sites as needed to suppress dust, during handling of excavation soil or debris or during demolition.

(5) Burning of wastes on site is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.

(6) Use construction equipment which has been designed and equipped to prevent or control air pollution in conformance with the regulations of the EPA, state and local authorities. The Contractor shall have available evidence of such design and equipment shall be maintained and made available for inspection by the City Representative.

(7) Establish and maintain records of the routine maintenance program for internal combustion engine powered vehicles and equipment used on the project. These records shall be held available for inspection by the City.

C. Solid and Hazardous Waste Disposal:

1. Solid wastes may be disposed of in a number of ways, including legal land spreading, controlled incineration, public or private dump sites, either free or for a fee. The method

of disposal is restricted according to the classification of the waste material by the CFR 40 – 190 to 399, and by local requirements.

2. Hazardous wastes are wastes listed in 40 CFR Part 261, Subpart D as hazardous or they are wastes characterized in 40 CFR Part 261, Subpart C as hazardous by exhibiting one of four characteristics: ignitability (i.e., an oxidizer or flash point < 140°F), corrosivity (i.e., Ph < 2 or > 12.5), reactivity, or toxicity.

3. A hazardous waste determination must be made of any waste material. If the material is hazardous, then it must be recycled, treated, stored, or disposed at a Hazardous Waste facility authorized by DEP, EPA or another state. Hazardous Waste cannot be disposed on or in the ground, or in local landfills, septic tanks, or injection wells. Regardless of quantity, the generator of Hazardous Waste is ultimately responsible for the waste, and can be held liable for improper management of Hazardous Waste even though it may have been sent to an authorized Hazardous Waste management facility using a licensed transporter authorized by DEP.

4. Haul routes for transporting sediment and debris solids or hazardous wastes are subject to the approval of the City.

-End of Section-

5. STANDARD TERMS AND CONDITIONS

5.1. COMMUNICATIONS; QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS

A. All communication and contact regarding this solicitation shall be directed to the Purchasing Agent referenced on the cover page of this solicitation.

B. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation).

- Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a Bidder or potential Bidder (or on a Bidder or potential Bidder's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, or any other person or entity providing advice to the City related to this solicitation.
- During the prohibited communication period, all contacts and communications regarding the solicitation by a Bidder, or potential Bidder, including their agents, representatives and others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer.
- Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a Bidder or potential Bidder under the City's Procurement Code.

C. Any questions by a Bidder relative to the interpretation of specifications or the bid process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division ten (10) days prior to the date set for the receipt of bids. Any interpretation made to prospective Bidders with respect to questions submitted prior to the cut-off date for questions to be answered prior to the submittal deadline will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective Bidders no later than five (5) days before the date set for receipt of bids. Oral answers

and written answers not answered in an Addendum issued by the Procurements and Contracts Division will not be binding.

D. Bid openings shall be public, on the date and at the time specified on the bid form, with the total bid amount being read aloud. It is the Bidders responsibility to assure that their bid has been entered online no later than the due date and time of the bid opening. The Bidder's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Bid opening.

5.2. BIDDER QUALIFICATION

Bids will be considered from Bidders who have adequate personnel and equipment and who are so situated as to perform prompt service or provide required goods. The City reserves the right to request information or conduct an inspection of the Bidder's facility and equipment prior to the award of the contract.

Bids will be considered only from Bidders which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

5.3. ALTERATIONS/CHANGES TO BID PRICE FORM(S)

Bidder shall not change or otherwise alter the quantity or unit designations on the Bid Price Form(s). The unit price bid and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price). The unit price shall prevail.

5.4. ADDENDA

It is the Bidder's responsibility to contact the Procurement and Contracts Division prior to submitting a Bid to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the Bid. If you have downloaded this Bid from VendorLink, please ensure that you also download all such Addenda. The failure of a Bidder to submit acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

5.5. UNBALANCED BIDS

As determined by the City's Chief Procurement Officer in the CPO's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup

documentation from the respondent if, in the Chief Procurement Officer's opinion, the prices are, or appear to be, excessively unbalanced.

5.6. WITHDRAWAL OF BIDS

After bid opening, no changes in bid prices or other provisions shall be permitted. Bidders may withdraw or correct a bid prior to the stipulated date and time for the opening of bids.

5.7. SELECTION/REJECTION OF OPTIONS

The City of Orlando reserves the right to select/reject options which are bid, based on price and other considerations as deemed to be in the best interests of the City.

5.8. IRREVOCABLE OFFER

The submission of a bid shall constitute an irrevocable offer to the City by the Bidder for a period of ninety (90) days from the date of bid opening to provide the goods and services set forth in this solicitation upon the terms, conditions, and provisions of this solicitation, at the pricing set forth in the bid.

5.9. QUANTITIES

The quantities for the items listed in this solicitation are estimated annual quantities for bid evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all Bidders that the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation.

5.10. BIDDER'S CERTIFICATION FORM

Each Bidder shall complete the "Bidder's Certification Form" included with this Invitation for Bids. The form should be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a Bidder to include this document with their bid submittal will be cause for rejection of the bid.

5.11. SUBMITTAL OF BIDS

Bids shall be submitted utilizing the bid form(s) provided herein. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount provided by a Bidder for any item are not in agreement, the unit price alone shall be considered as representing the Bidder's intention, and the totals shall be corrected to conform thereto.

5.12. INSPECTION, ACCEPTANCE, AND TITLE

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Bidder.

5.13. EXCEPTIONS TO TERMS AND CONDITIONS

When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's bid document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your bid being declared non-responsive.

5.14. SPECIFICATIONS

A. The specifications shown in the Invitation for Bids are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written specifications that are accurate and nonrestrictive for bidding purposes, they may also reference an item by manufacturer's name and model number. Bidders are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received by the Procurement and Contracts Division at the address on the cover of this solicitation no later than ten (10) days prior to the bid opening.

B. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.

C. In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the Bidder. The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each Bidder clearly states in their bid exactly what he proposes to furnish and forwards with their bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by their bid. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the Bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful contractor after award and before manufacture or shipment may be required to submit

working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

D. Bidders are strongly encouraged to submit equivalent equipment or materials for consideration during the question and answer period. If equivalent equipment or materials is proposed, indicate the manufacturer's name and model number for the equipment and include any literature or other explanation of the equipment's quality or performance with your bid.

E. The equipment bid herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with bid.

F. Bidders may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment bid, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

5.15. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

5.16. PRICES AND TERMS

All prices must be firm for the delivery schedule quoted herein. All prices shall be bid F.O.B. Destination delivered to any City of Orlando Department unless otherwise stipulated in the IFB.

5.17. TAXES

The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8015427957C-9 and is also stipulated on all our Purchase Orders.

5.18. POLITICAL SUBDIVISIONS

Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.

5.19. MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk.

5.20. SAFETY STANDARDS

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

5.21. MARKING

Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the Bidder and must also clearly indicate the City of Orlando Purchase Order Number and/or City Contract Number.

5.22. INVOICING AND PAYMENT

The Contractor shall be paid in accordance with Florida Statutes, upon submission of invoices to: AP_Invoices@orlando.gov or PO Box 4990, Orlando, FL 32802-4990. Invoices are to be billed at the prices stipulated on the purchase order and/or as outlined in this solicitation. All invoices must show the Purchase Order Number and/or City Contract Number.

5.23. DISCOUNTS

Bidders may offer a discount for prompt payment; however, such discounts shall not be considered in determining the lowest net price for bid evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Bidder is requested to offer price discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Accounts Payable Office, whichever is later.

5.24. PROMPT PAYMENT ACT

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

A. Proper Invoice

1. For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor or other invoicing party shall consist of at least all of the following:

a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);

b. the unit pricing, quantity and total amount due in accordance with the contract terms and conditions and applicable discount(s);

c. the full name of the Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;

d. the Purchase Order or contract number as supplied by the City; and

e. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided.

f. Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

B. Dispute Resolution

In the event a dispute occurs between a Contractor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City's Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

5.25. INSPECTION OF PUBLIC RECORDS

Bidders may request copies of the solicitation records in person or by written request to the City Records and Archive Management Services located at 400 South Orange Avenue, 2nd Floor, Orlando, Florida, 32801 or by calling (407) 246-2148. You may also email your request to records@orlando.gov. Pursuant to Florida State Statute Chapter 119.07, sealed bids are exempt from public inspection until such time as the City provides Notice of Intended Action or until thirty (30) days after bid opening, whichever is earlier.

5.26. IRREGULAR BIDS

Submissions made on documents other than the ones furnished by the Procurement and Contracts Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bids may render the bid irregular and may cause rejection. The City's Chief Procurement Officer, however, has the authority to waive minor irregularities.

5.27. CONTINGENT FEES

The Bidder warrants that no City official or employee was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

5.28. EVALUATION OF BID AWARD

The City reserves the right to award the bid to the responsive and responsible Bidder who submits the lowest bid meeting specifications. For purposes of this solicitation, the determination of the responsive and responsible Bidder submitting the lowest bid shall be made after the application of all applicable programs and preferences established by the City, including but not limited to the City's MBE/WBE program and VBE preference. In determining whether a Bidder is responsible, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the Bidder.

5.29. AWARD OR REJECTION OF BIDS

The City's Chief Procurement Officer reserves the right to accept any, all or part of any bids, to waive minor irregularities, or to reject any, all or part of any bids, and to advertise for new bids, as the interest of the City may require. The City's Chief Procurement Officer also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder who investigation shows is not in a position to perform the contract. In determining responsibility, the following other qualifications, in addition to price, may be considered by the City's Chief Procurement Officer:

A. The ability, capacity, and skill of the Bidder to perform the service required.

B. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

C. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

D. The quality of performance of previous contracts or services.

E. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.

F. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

G. The quality, availability, and adaptability of the supplies, or services, to the particular use required.

H. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.

I. Whether the Bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the Bidder's taxes or assessments are delinquent.

J. Such other information as may be relevant or secured.

5.30. AWARDS

As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any or all bids or waive any informality or technicality in bids received.

5.31. MULTIPLE AWARDS

The City reserves the right in its sole discretion after evaluation of all responsive bids, to award the work described herein to more than one responsive and responsible Bidder. In such cases where an award is made to more than one responsive and responsible Bidder, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

5.32. PRICING AND ORDERING

The awarded Bidder shall honor all orders in accordance with the terms and conditions of the solicitation and their pricing and discounts terms as listed in their bid submittal. Unless otherwise specified, the awarded Bidder shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

5.33. RETURN OF PRODUCTS/EQUIPMENT

All items delivered must meet the Specifications herein. Items delivered not as specified will be returned at no expense by the City of Orlando. The City may return, for full credit, any unused items received which fail to meet the City's performance standards. Replacement items meeting Specifications must be submitted within a reasonable time after rejection of the non-conforming items. Unless a different time period is specified, the Contractor is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date. All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the contractor and include reference to an applicable Contractor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Contractor Invoice or Packing List.

5.34. FAMILIARITY WITH SITE WORK AND CONDITIONS

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the Bidder's. Submission of a bid shall constitute acknowledgment by the Bidder that it is familiar with all such conditions. The failure or neglect of a Bidder to familiarize itself with the site of the proposed work, shall in no way relieve it from any obligations with respect to its bid.

5.35. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-yearperiod, whichever is later.

5.36. ASSIGNMENT

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the contract or under any purchase order issued pursuant to the contract, without the prior written consent of the City. The Contractor shall give full attention to the contract, to the faithful execution of the contract, and shall keep the same under its control.

5.37. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

1. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City provided funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

1. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

5.38. APPLICABLE LAW AND APPEALS

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: https://www.municode.com/library/fl/orlando/codes/code_of_ordinances?nodeId=TITIICICO_CH7PRCO or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

5.39. WARRANTY

Bidder warrants that all equipment, materials and workmanship, whether furnished by Bidder or its subcontractor(s), will comply with the City's specifications, drawings and other requirements. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation for Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

5.40. CONTRACT AND ACCEPTANCE FORM

In order to expedite the contracting process after bid opening and preclude delays occasioned by subsequent contract execution, Bidders are requested to sign the Contract and Acceptance Form included with this solicitation and return the form with their bid. In the event that a successful Bidder fails to properly execute the Contract and Acceptance

Form or return said form (or, if necessary, a letter of authorization) with their bid, the City shall notify the Bidder of the City's intent to make an award and the Bidder shall submit such form properly executed (together with a letter of authorization, if necessary, as set forth below) within fifteen (15) calendar days of receipt of notice from the City. Unless such time is extended by the City, the failure of a Bidder to submit a properly executed form (and, where necessary, a letter of authorization) within said time period shall because for cancellation of the intended award by the City in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible Bidder or the City's Chief Procurement Officer may decline to make an award.

Successful Bidders who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security to the City and are subject to suspension and/or debarment by the City. Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

A. If the Contractor is a corporation, the Contract and Acceptance Form shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).

B. If Contractor is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.

C. If the Contractor is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.

D. If Contractor is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Procurement and Contracts Division at (407) 246- 2291 for further clarification.

If a bid is accepted by the City of Orlando, the Contract and Acceptance Form will be executed by the City with respect to the items awarded and returned to the Contractor evidencing the City's acceptance of the bid. No award shall be final, and no Contractor shall have any entitlement to a contract or award, until such time as the City has executed the Contract and Acceptance Form. Upon execution by both parties, the Contract and

Acceptance Form will constitute the formal written contract between the City of Orlando and the Contractor. Any such resulting contract shall be non-exclusive, and the City may procure the goods and services listed in said contract from other sources. Within one (1) week of receipt of the fully executed Contract and Acceptance Form, an awarded Contractor shall provide to the City with any required bonds, indemnities, and insurance certificate(s).

5.41. ACCEPTANCE OF MATERIALS/SERVICES

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using Department of its satisfaction that the Work is completed, in accordance with solicitation specifications. The Work under this Agreement shall remain the property of the Contractor until the City accepts such work. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

5.42. CONTRACT ALTERATIONS

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City's Chief Procurement Officer (CPO) or the CPO's designee.

5.43. INDEMNIFICATION

The awarded Bidder agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

5.44. INSURANCE

A. General Insurance Requirements. Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded Bidder has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.

B. Subcontractors. Unless expressly specified otherwise in this solicitation, a Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of a Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

C. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and their subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than 30 days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than 10 days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the Procurement and Contracts Division at the address set forth for delivery of the bid.

D. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation, Employers' Liability and any Professional Liability Policy shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its

subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

E. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.

F. Types of Coverage to be Provided. Insurance will be provided by the Contractor as may be required by the Special Conditions. If required, the awarded Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

1. Workers Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

   - Workers' compensation: Statutory
   - Employer's Liability: $100,000 each occurrence

2. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

   - Bodily injury and: $1,000,000 combined single

- Property damage: limit each occurrence

3. Commercial General Liability. This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and "Completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

   - Bodily injury and: $1,000,000 combined single
   - Property damage: limit each occurrence

4. Commercial Crime. Prior to performance as a result of award of this bid solicitation, the Contractor shall secure and maintain Commercial Crime Insurance or the equivalent covering all of Contractor's employees engaged in work as specified herein or having access to City buildings.

   - The Commercial Crime Policy, with endorsement CR04010300 covering client's property shall provide a minimum coverage of $300,000 per employee/owner per occurrence and shall remain in effect for the entire contract period and any subsequent renewals. Evidence of required Commercial Crime Insurance shall be submitted to the Procurement and Contracts Division prior to commencing work.
   - It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine, in advance of their bid submission, the availability and cost of this required insurance and related endorsement.

5. Installation Floater. Contractor shall purchase and maintain property insurance for the work at the site, including the value of any City supplied materials and equipment in the amount of the full replacement cost thereof up to the value of the contract. This coverage shall be written on an all risk basis

and shall provide coverage for physical loss or damage to the equipment on site, in transit and while temporarily in storage at the site or off site. Coverage shall also be provided for performance testing, and shall be maintained in effect until final payment is made unless otherwise agreed to in writing by the City. This policy shall include the interest of the City who is deemed to have an insurable interest and shall be listed as a named insured.

6. Professional Liability. The Contractor shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of $1,000,000, with a maximum deductible of $100,000 per claim and in the annual aggregate, or the Contractor shall provide the City with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage), and will thereafter recover the deductible from the insured Contractor. The errors and omissions policy shall be in effect and shall insure the Contractor's performance on City projects.

7. Cyber Liability Coverage. To the extent that the Contractor/Supplier provides software, hardware, software or system development, consulting services, Internet/Application Service Provided services (e.g., outsourced functions such as web-hosting), or any other technology service, Technology Errors & Omissions (or technology professional liability coverage) insurance, including coverage for loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright infringement liability due to the failure of the Contractor's/Supplier's products or services with limits of not less than $10,000,000 per occurrence.

    - If the Contractor/Supplier has access to Confidential Information, Privacy and Network Security (sometimes otherwise known as Cyber Liability) coverage which includes providing protection against liability do (a) system attacks, (b) denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer systems, (e) crisis management and customer notification expenses, (f) privacy regulatory defense and penalties and (g) liability arising from the loss or disclosure of confidential data with coverage limits of not less than $10,000,000.00 per occurrence.

8. Garage Keepers Liability. Garage Liability Insurance in the amount not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage endorsed to include: a. Automobile Service Operations; and b. Garage keepers legal liability.

9. Contractors Pollution Liability Insurance: Contractor shall obtain and maintain in effect during the term of the contract, Contractors Pollution Liability Insurance, written on an occurrence basis, covering the contractors and any subcontractors thereof liability for bodily injury, property damage, and environmental clean up costs resulting from "sudden accidental" or "gradual" pollution events, all arising out of the work or services including the transportation risk to be performed under this contract. Combined single limit per occurrence shall not be less than $1,000,000. Annual aggregate limit shall not be less than $2,000.000.

5.45. EQUIPMENT

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

5.46. LICENSES

Unless otherwise extended by the City, the awarded Bidder will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the contract.

5.47. PUBLIC ENTITY CRIMES

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid with a public entity for the construction or repair of a public building or a public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

5.48. PAYMENT OF SUBCONTRACTORS (FOR CONSTRUCTION PROJECTS ONLY)

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

5.49. AFFILIATED AGENCIES

This solicitation is issued by the City of Orlando on behalf of itself and its affiliated agencies, including but not limited to the Community Redevelopment Agency of the City of Orlando ("CRA"), the Downtown Development Board ("DDB"), and the Downtown South Neighborhood Improvement District ("DSNID") (each an "Affiliated Agency"). Upon the written agreement of the Contractor and an Affiliated Agency (or upon the issuance of a Purchase Order by an Affiliated Entity in circumstances where the City places orders by Purchase Order), Contractor shall provide such goods and/or services as set forth in this solicitation to an Affiliated Agency upon the same pricing, terms, and conditions set forth in the Contract between the City and Contractor, unless otherwise agreed in writing by the Contractor and the Affiliated Agency. Except as may otherwise be expressly provided in the agreement or Purchase Order authorizing the acquisition of the goods or services, (i) the procuring Affiliated Agency shall be solely responsible for all obligations and duties, and shall have all rights of the City, with respect to the goods or services procured by the Affiliated Agency; and (ii) Contractor shall look solely to the procuring Affiliated Agency for payment and the performance of any and all other obligations for goods or services contracted for by a procuring Affiliated Agency. With respect to work performed for an Affiliated Agency, actions may be taken on behalf an Affiliated Agency by the Chief Procurement Officer of the City of Orlando, or their designee(s).

5.50. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with 218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

5.51. TERMINATION FOR CONVENIENCE

The City's Chief Procurement Officer may terminate any contract resulting from this solicitation for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all work properly performed or materials provided prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination.

5.52. TERMINATION FOR DEFAULT

The performance of Work under the contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of the contract. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if

the Contractor fails to perform the Work within the time specified in the contract, or if the Contractor fails to perform any other provisions of the contract. Notwithstanding the preceding, nothing herein shall be deemed to preclude the Chief Procurement Officer in the CPO's sole discretion on a case by case basis from providing the Contractor with written notice and a reasonable opportunity to cure the default prior to termination.

Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Chief Procurement Officer or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Chief Procurement Officer, shall constitute authority for the Chief Procurement Officer to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, or not completed. On all such purchases, the Contractor or their surety, shall reimburse the City, within a reasonable time specified by the Chief Procurement Officer, for any expense incurred in excess of the contract prices.

Such purchases shall be deducted from contract quantities or work. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Chief Procurement Officer. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Chief Procurement Officer that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor. Nothing herein shall be deemed to preclude the City's exercise of any other rights or the City's pursuit of any other remedies that it may have herein or under law or in equity, including but not limited to any right of the City to terminate the contract for convenience.

5.53. AMERICANS WITH DISABILITIES ACT

Notwithstanding any provision of this solicitation to the contrary, persons with disabilities needing a special accommodation to submit a bid or participate in this solicitation should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801, telephone number (407) 246-2291, not later than seven (7) days prior to the submittal date for accommodations related to the submittal, or seven (7) days prior to the date on which any other accommodation is needed.

5.54. PURCHASING CARD PROGRAM

The City of Orlando uses a Visa purchasing card program to streamline our procurement process. In order to expedite payments to suppliers the J.P. Morgan Purchasing Card program and Virtual Card solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing, and payment system.

As one of the City of Orlando's valued suppliers, your business can also achieve cost savings results by accepting the Virtual Card solution.

Identified supplier benefits of this program are:

- Get paid faster – Virtual card payments will be made after invoice approval, ACH will be net 30, and check net 45
- Improve Days Sales Outstanding (DSO)
- Electronic payment that eliminates the cost of processing checks
- Payment within 48 hours
- Improve cash flow
- Increased working capital
- Reduced collection efforts and administrative expenses
- Enhanced corporate relationships
- Enhanced reporting
- Increased sales as a "Preferred Supplier"
- Streamlined reconciliation with remittance details included with electronic payment in email notification
- Lower carrying costs
- Less paper/manual work
- Dedicated supplier portal to view status of receivables

5.55. EMERGENCY SUPPORT

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the citizens of the City are protected from any emergency situation which threatens public health and safety, as determined by the City. Contractor agrees to provide, rent, sell, or lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services acquired before, during and after a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

5.56. SUBCONTRACTORS

The Contractor shall perform all of its obligations and functions under the contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to

ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

5.57. BID PRICES

Unless otherwise specified, Bid Prices must include all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bids. Bid prices shall remain firm for the entire contract period unless otherwise specified or changed by an Amendment. At each renewal period, price increases or decreases may be considered, provided they are reasonable and acceptable to the City. Any Amendment must be in writing and signed by both parties.

5.58. GOVERNING LAW / VENUE

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract.

5.59. FLORIDA PUBLIC RECORDS LAW

To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@ORLANDO.GOV, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

5.60. RECYCLED CONTENT

In support of the Florida's waste management laws, Bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City is requesting that Bidders provide detailed information regarding any known or potential recycled material content in the product that may be extracted and recycled after the product has served its intended purpose, on the Bidder's Questionnaire as provided in this solicitation.

If the specifications contained herein require the use of recovered materials, by submitting a bid or response to this solicitation, a respondent agrees and certifies that it will meet such requirement. Upon the conclusion of any contract resulting from this solicitation requiring the use of recovered materials, the Contractor shall submit to the City's project manager for the work a statement regarding the actual percentage of recovered materials utilized in the completion of the contract.

5.61. LIVING WAGE POLICY

As set forth in City Policy and Procedure 161.3 (for a copy, contact Procurement at 407.246.2291). Covered Service Contractors, as well as their subcontractors (first tier only for non-construction, all tiers for construction), shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project.) "Living wage" means compensation for employment of not less than $15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Unless amended by the parties, the applicable Living Wage rate in effect when the solicitation is issued shall be applicable for the entire term of the resulting contract, including any renewals. Necessary payroll documentation shall be provided to confirm compliance with this provision or the Respondent shall allow the City to audit (at Respondent's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all bid awards for services which involve City expenditures that exceed $100,000.00 per year.

More particularly, this provision shall apply to single and multiple award Contracts for services regardless of the initial value of the award whenever City expenditures exceed $100,000.00 in any one Contract year. As for multiple award Contracts (Contract award which will be divided among several Contractors), at the point when the City has expended $100,000.00 on that Contract in any one-Contract year, regardless of whether such expenditure was to one Contractor or several, then the living wage provision shall apply to all Contractors who are a party to that award. For those Contracts whose initial value was less than $100,000.00 but exceeded $100,000.00 prior to the end of the Contract term, this provision will be applicable to that Contract in the next quarter. To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy.

5.62. ORDER OF PRECEDENCE

This solicitation shall be included and incorporated in the purchase order or contract resulting from this solicitation. The purchase order or contract, including any exhibits attached thereto, contains all the terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of the contract, shall be deemed to exist or to bind either party hereto. Unless otherwise expressly provided in the purchase order or contract, in the event of any conflict between the terms of the contract or purchase order, the City's solicitation, and the Bidder's response, the order of precedence shall be the contract or purchase order, followed by the solicitation, and then the response to the solicitation.

5.63. PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under the contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

5.64. TIME OF COMPLETION

The parties understand and agree that time is of the essence in the performance of the contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at the CPO's discretion, cancel the contract for the convenience of the City. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

5.65. CORRECTION OF WORK

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

5.66. INFORMATION

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to the contract, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents as necessary to perform the Work.

5.67. SAFETY MEASURES

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

5.68. EXTRA WORK

The City, without invalidating the contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written amendment to the contract, and shall be executed under the applicable conditions of the contract. If the Contractor plans to make a claim for an increase in the contract price or an extension in the contract schedule/term, it shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the City's Chief Procurement Officer, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed. No claim for extra work will be considered valid by the City unless first submitted in writing.

5.69. TITLE AND RISK OF LOSS

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

5.70. FEDERAL, STATE, AND LOCAL RULES / APPROVALS

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility.

5.71. MISCELLANEOUS PROVISIONS

By submitting a bid, the Bidder shall be deemed to have certified that the contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the work covered by the contract and is in all respects fair and without collusion or fraud. Bidder further warrants and certifies that they are authorized to enter into the contract and to execute same on behalf of the Contractor as the act of the said Contractor.

The contract, including any Exhibits thereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter

of the contract shall be deemed to exist or to bind either party thereto. If any section, sentence, clause, phrase, provision, or other portion of the contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the contract. The contract is solely for the benefit of the parties to the contract and no causes of action shall accrue upon or by reason thereof to or for the benefit of any third parties.

The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

5.72. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid on, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

A. Any amount if, at the time of bidding on, or entering into, or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

B. One million dollars or more if, at the time of bidding on, or entering into or renewing such contract, the company:

    1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or

    2. Is engaged in business operations in Cuba or Syria."

Section 215.473 of the Florida Statutes defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit."

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this

solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

Accordingly, firms responding to this solicitation shall execute and return with their response an executed copy of the attached, Certification Regarding Prohibition Against Contracting With Scrutinized Companies. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

5.73. FAVORED CUSTOMER CLAUSE

Should the awarded Bidder (also referred to hereinafter as "Contractor"), of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State of Florida, at a lower price than the price listed in this solicitation, the awarded Contractor agrees to extend that same discounted price to the City of Orlando.

5.74. DRUG FREE WORKPLACE

By submitting a bid in response to this Invitation for Bids, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

5.75. NON-DISCRIMINATION

Contractor shall:

A. Implement an employment nondiscrimination policy prohibiting discrimination in the performance of the contract in the hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

B. Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

C. Incorporate the foregoing requirements in all subcontracts related to its contract with the City.

5.76. EMPLOYMENT ELIGIBILITY

Employment Eligibility; E-Verify System. Pursuant to Section 448.095 of the Florida Statutes, prior to Contract execution and at all times during the term of the Contract, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract and, if longer, for any additional audit period provided to the City in the Contract. Pursuant to Section 448.095(2)(c) of the Florida Statutes, the City, Contractor, or a subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Pursuant to Florida Statute, a contract terminated pursuant to subparagraph 1. or subparagraph 2. Of Section 448.095(2)(c) of the Florida Statutes is not a breach of contract and may not be considered as such, and the City shall have no liability to Contractor, a subcontractor, or any entity or person arising from or related to such a termination. If the Contract with Contractor is terminated by the City pursuant to Section 488.095(2)(c), the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated and Contractor shall be liable to the City for any additional costs incurred as a result of the termination of the Contract.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE STANDARD CONDITIONS SHALL HAVE PRECEDENCE.

6. SPECIAL TERMS AND CONDITIONS

6.1. AUTOMATED ORDER ENTRY SYSTEM

Bidders should furnish with their bid submittal details of any automated order entry system available for use by the City.

6.2. CONDITION AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid, unless otherwise specified). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

6.3. AVAILABILITY OF PARTS/SERVICE FACILITIES

The City of Orlando reserves the right to consider the availability of parts and service facilities for the equipment offered. The failure of the Bidder to maintain a sufficient line of parts to service the equipment may be cause for rejection of the bid.

6.4. REPORTING

The Bidder shall report sales and usage data to the City on an annual basis in MS Excel spreadsheet format. The following data at a minimum should be reported for each item included on the Price Form that is procured during the reporting period:

- Contract name and number
- Bidder's name
- Reporting period
- Department/Division/Location name
- Order date
- Item description
- Unit of measure
- Quantity
- Unit price
- Extended price
- Total purchase amount for the quarter

Submission of requested Reports is the responsibility of the Bidder, without prompting or notification by the City. The Bidder will submit by email the completed reports to the Purchasing Agent identified in the Contract. The City shall work with the Bidder to develop

the approved electronic format and content of the Contract Sales Reports to be used by the Bidder.

Failure to provide reports may be grounds for default and /or cancellation of the Contract.

6.5. LOCAL REPRESENTATIVES

Your firm must be able to provide a local representative for service and technical assistance on an "as needed basis."

6.6. RECIPROCAL LOCAL PREFERENCE

In the event the lowest responsive and responsible response to any Invitation for Bids is by a Bidder whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a Bidder whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible Bidder having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the lowest responsive and responsible Bidder has its principal place of business.

6.7. FDEP COMPLIANCE

Contractor shall contact the Orange County Environmental Protection Division at 407.836.1400 for instructions relating to Petroleum Storage Tank Compliance (FDEP local program office) notification requirements prior to the start of installation or removal of any aboveground and/or underground petroleum storage tanks. A 30- day/48-hour notice is required for all tank installations and a 10-day/48-hour notice is required for tank removals.

6.8. INSURANCE REQUIREMENTS

For this Bid, the following types of insurance that are checked are required. For details, please refer to Section 5.44 of the Standard Terms & Conditions.

- Workers Compensation and Employer's Liability
- Comprehensive Automobile Liability
- Commercial General Liability

7. ELECTRONIC BID PRICING FORM(S) INSTRUCTIONS

The City of Orlando Procurement and Contracts Division has implemented an electronic bidding system to streamline solicitation responses.

All responsive Bidders to this solicitation must submit electronic bids. Paper responses will be deemed non-responsive.

7.1. BID PRICE INSTRUCTIONS FOR BIDDERS

A. Once you have logged into your VendorLink account, go to the solicitation in which you want to bid on. Then click on "Submit a Quote/Bid."

B. There are two methods to submit your pricing:

1. **Method "a"** - Download the Excel Quote/Bid Spreadsheet and upload it after completion.
    a. Click on the VendorLink.xls link to open a fillable MS Excel spreadsheet.
    b. Complete the spreadsheet and save. Directions for completing the spreadsheet can be opened by clicking on the Directions.pdf link.
    c. Upload the spreadsheet to VendorLink.
    d. Verify that your uploaded pricing is correct and appears on the Quote/Bid Items Requested section.
2. **Method "b"** – Manually enter item pricing and other required information on the Quote/Bid Items Requested field(s) in VendorLink.

C. Unit prices for each item bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will prevail.

D. Although the City generally awards bids based on a "lump sum" basis to the responsive and responsible Bidder submitting the lowest total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, Bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages may render such bids non-responsive.

8. VIRTUAL BID OPENING

JOIN THE VIRTUAL BID OPENING: Friday, March 31, 2023 TIME: 2:00 PM at the location stated in the Introduction Section.

INSTRUCTIONS:

A. **Select a method to join.**

1. Join a Microsoft Teams Meeting from your calendar, via dial-in number and conference ID, or sign in as a guest on the web. For information on joining a Microsoft Teams Meeting from the app or on the web, visit: https://support.office.com/en-us/article/join-a-teams-meeting-078e9868-f1aa-4414-8bb9-ee88e9236ee4

B. **Choose your device and download Teams.**

1. Go to https://www.microsoft.com/en-us/microsoft-365/microsoft-teams/download-app and download Microsoft Teams. You can use a smart phone, tablet, laptop, or desktop computer to download at no cost.
2. Make sure to allow some extra time for the install before joining your first meeting. If you do not have one of the devices just mentioned, you can also call in to the meeting. If you cannot download the desktop or mobile application, follow the instructions to join a Microsoft Teams Meeting on the web.

C. **Provide live public comment**

1. An opportunity to speak will be provided to all in attendance during the meeting. You will be called by the name, email or phone number listed. When called, unmute your device and state your name and address for the record.

ATTACHMENT A

BIDDER'S QUESTIONNAIRE

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. Discount Payment Terms (if any): n/a %, if paid within n/a days after receipt of invoice.

2. The City of Orlando offers the option to receive payments utilizing the J.P Morgan Visa Virtual Card solution. Which payment option would your company prefer for payment of all invoices? (check one)

   ☐ J.P Morgan Visa Virtual Card solution (payment within 48 hours of invoice)

   ■ ACH – Automated Clearing House (net 30)

   ☐ Check (net 45)

3. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award? ____ Yes X No

4. CONTACT INFORMATION

U.S. Submergent Technologies, LLC
Name of Company

Denver J. Stutler, Jr.
Name of Contact Individual

2201 Cantu Court, Suite 116
Contact Address

Sarasota, FL 34232
Contact City, State, Zip

941-216-0149
Contact Telephone Number

dstutler@usstholdings.com
Contact Email Address

078664751
DUNS Number (Dun & Bradstreet)

5. EXPERIENCE:

   A. Years in business: 12
   B. Years in business under this name: 6
   C. Years performing this type of work: 10

6. LOCAL SERVICE FACILITY, IF APPLICABLE:

A. Name of local service center: U.S. Submergent Technologies, LLC

B. Address of local service center: 2153 Rayburn St., Orlando, FL 32824

C. County local service center is located in: Orange

D. Contact: Mike Cannon Telephone number: 407-244-0410

7. SUBCONTRACTORS-for informational purposes only: If the bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	Type of Work	M/WBE City Certified? (Y or N)	VBE Certified? (Y or N)
None intended to be used			

8. RECYCLED CONTENT:

A. List of items supplied containing recycled material and the percentage of recycled material contained in the items: N/A %

B. Is your product packaged/shipped in material containing recycled content? Yes ___ No X

C. Is your product recyclable after it has reached its intended end use? Yes ___ No X

9. REFERENCES:

Please provide references related to the scope of work.

Reference #1:

Name: Lee County Utilities

Address: 1366 San Souci Dr., Ft Myers, FL 33919

Telephone No.: 239-634-8996 Fax No.: 239-634-8996

Contact: Bobby Dick, Jr.

E-mail: rdickjr@leegov.com

Project/Contract Title: Fiesta Village West Oxidation Ditch

Project Contract Number: B210331TRD

Project/Contract Amount: $333,812.50

Project/Substantial Completion Date or Percent Complete: Dec 2022

Reference #2:

Name: Palm Beach County WUD

Address: 8100 Forest Hill Dr., West Palm Beach, FL 33413

Telephone No.: 561-307-6718 Fax No.: 561-307-6718

Contact: Anthony Deutsch

E-mail: afdeutsch@pbcwater.com

Project/Contract Title: WRWRF Oxidation Ditch 2

Project Contract Number: 20-024/CC Tank Cleaning Services
Project/Contract Amount: 231,573.00
Project/Substantial Completion Date or Percent Complete: Mar 2023

Reference #3:
Name: City of Fort Lauderdale
Address: 949 NW 38th St., Ft. Lauderdale, FL 33309
Telephone No.: 954-828-4122 Fax No.: 954-828-4122
Contact: Justin Murray
E-mail: jmurray@fortlauderdale.gov
Project/Contract Title: GT Lohmeyer WWTP Sludge Tank
Project Contract Number: PP223228
Project/Contract Amount: 95222.35
Project/Substantial Completion Date or Percent Complete: Jul 2022

Reference #4:
Name: Miami Dade Water and Sewer
Address: 6825 SW 87th Ave., Miami, FL 33173
Telephone No.: 305-607-5670 Fax No.: 305-607-5670
Contact: Frank Lozano
E-mail: flozano@miamidade.gov
Project/Contract Title: RTQ-00662 Dewatering and Tank Cleaning Services
Project Contract Number: Reservoir Cleaning Services
Project/Contract Amount: $313,000.00
Project/Substantial Completion Date or Percent Complete: Dec 2020

AUTHORIZED SIGNATORIES

The Bidder represents that the following persons are authorized to sign bids, and/or sign contracts and related documents to which the bidder will be duly bound.

The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the bidder should provide with their bid submittal proof of authorization.

Name	Title	Indicate Principal or Authorized Authority
Denver J. Stutler, Jr.	CEO	Principal

ATTACHMENT B

BIDDER'S CERTIFICATION FORM

I have carefully examined the Invitation for Bids, Instructions to bidders, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid, including all exhibits and attachments completed and submitted with this bid, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

U.S. Submergent Technologies, LLC
NAME OF BUSINESS

BY: _____
SIGNATURE

Denver J. Stutler, Jr., CEO
NAME & TITLE, TYPED OR PRINTED

2201 Cantu Court, Suite 116
MAILING ADDRESS

Sarasota, FL 34232
CITY, STATE, ZIP CODE

(941) 216-0149
TELEPHONE NUMBER

(941) 216-0149
FAX NUMBER

dstutler@usstholdings.com
E-MAIL ADDRESS

State of Florida

County of Sarasota

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 11th day of April, 2023, by Denver Stutler (name of person) as agent (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for U.S. Submergent Technologies (name of entity/party on behalf of whom instrument was executed).

Elizabeth Goldsmith
Signature of Notary Public - State of Florida
Print, Type, or Stamp Notary Name:

ELIZABETH GOLDSMITH
MY COMMISSION #HH150731
EXPIRES: JUL 08, 2025
Bonded through 1st State Insurance

(Affix Notary Stamp or Seal Above)

[X] Personally Known or [ ] Produced Identification
Type of Identification Produced _____

ATTACHMENT C

CONTRACT AND ACCEPTANCE FORM

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

SIGNATURE

Denver J. Stutler, Jr., CEO
NAME & TITLE, TYPED OR PRINTED

U.S. Submergent Technologies, LLC
NAME OF BUSINESS

2201 Cantu Court, Suite 116
MAILING ADDRESS

Sarasota, FL 34232
CITY, STATE, ZIP CODE

PHONE: (941) 216-0149

FAX: (941) 216-0149

E-MAIL: **dstutler@usstholdings.com**

State of Florida
County of Florida Sarasota

Sworn to (or affirmed) and subscribed before me this 11th day of April, 2023, by Denver Stutler,

Elizabeth Goldsmith
Signature of Notary

Notary Public, State of Florida

Personally Known (circle if applicable)

-OR-

Produced Identification :

Type of Identification:

ELIZABETH GOLDSMITH
MY COMMISSION #HH150731
EXPIRES: JUL 08, 2025
Bonded through 1st State Insurance

FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: ✓ Secondary Supplier: _____

This contract is for: All Item Numbers: ✓ or Item Numbers: _____

INITIAL CONTRACT TERM: 6/11/23 to 6/10/26

ACCEPTANCE: (Brian Ferrier per delegation dated 07/31/2023)

CITY OF ORLANDO, FLORIDA

By: Brian Ferrier
~~Chief~~ Procurement ~~Officer~~ Supervisor

~~DAVID BILLINGSLEY, CPSM, C.P.M.~~
Brian Ferrier NIGP-CPP, CPPO
Date: August 1, 2023

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

Assistant City Attorney
ORLANDO, FLORIDA

Date: 8/1, 2023

Delegation of Authority - August 1, 2023

David M Billingsley <DAVID.BILLINGSLEY@orlando.gov>

Mon 7/31/2023 4:25 PM

To:Brian J Ferrier <brian.ferrier@orlando.gov>;Lee R Donate <LEE.DONATE@orlando.gov>;Torry L Connolly <Torry.Connolly@orlando.gov>;J. P. De Guzman <john.deguzman@orlando.gov>;Lenny Koryak <LEONID.KORYAK@orlando.gov>

Cc:Michelle D Mccrimmon <MICHELLE.MCCRIMMON@orlando.gov>

I will be out of the office on Tuesday, August 1, 2023, returning to the office on Wednesday, August 2.

While I am out of the office, Brian Ferrier has delegated authority to sign POs and contracts up to $75,000, POs and contracts between $75,000 and $100,000 with the CFOs approval, and POs and contracts over $100,000 that have been approved by City Council. In addition, Brian has delegated authority during this time to approve RFP Advisory Committees, RFP Advisory Committee minutes, sole source procurements and day-to-day activities.

Thanks,
David

David Billingsley
Chief Procurement Officer
Procurement and Contracts Division
City of Orlando
407.246.2897

CITY OF ORLANDO

Important Update: *City of Orlando's Procurement and Contracts Division has partnered with OpenGov and is excited to announce that* ***on May 1, 2023****, the City began advertising all its new bidding opportunities on OpenGov. To continue to receive solicitation notifications and stay up-to-date on our bidding opportunities, please register for free at our new e-Procurement Portal located here.*

Florida has a very broad public records law. As a result, any written communication created or received by the City of Orlando officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

ATTACHMENT D

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women/Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women/Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 8th Floor
Orlando, Florida 32801
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-Owned Business Enterprise:

Business Name: **Not Applicable**

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

City Code Chapter 57, Articles II and III, govern the City's Minority and Women Business Enterprise Programs. The awarded Bidder may be asked to meet with the City's M/WBE Department after the Notice of Intended Action-Award of Bid has been posted to discuss any potential subcontracting opportunities with City certified M/WBE firms.

ATTACHMENT E

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: Not Applicable

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

ATTACHMENT F

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries.

By submission of this Bid, the Bidder certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Disclosures:

None

Signature

Denver J. Stutler, Jr.

Name

CEO

Title

U.S. Submergent Technologies, L

Name of Company

APRIL 11, 2023

Date

ATTACHMENT G

CONFIDENTIAL AND/OR PROPRIETARY INFORMATION EXEMPTION FORM

In accordance with the Proprietary Information Section of this Solicitation, please list below items, if any, that are to be considered confidential and/or proprietary and which are believed to be exempt from disclosure. If none, please indicate N/A.

Page No.	Section	Applicable Exempting Law	**Detailed Explanation/Justification** with specific language from the Florida Statute that would allow this item to be Confidential/Proprietary
N/A			



Signature

Denver J. Stutler, Jr.

Name

CEO

Title

U.S. Submergent Technologies, I

Name of Company

April 11, 2023

Date

ATTACHMENT H

ADDENDUM RECEIPT VERIFICATION

Bidders must acknowledge each addenda on this form and upload document to the your bid submittal on vendorlink. Failure to acknowledge and upload EACH addenda may result in a non-responsive bid.
The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. 1 Dated 3/31/2023

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Signature

Denver J. Stutler, Jr.
Name

CEO
Title

U.S. Submergent Technologies, I
Name of Company

APRIL 11, 2023
Date

ATTACHMENT I

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Signature

Denver J. Stutler, Jr.
Name

CEO
Title

U.S. Submergent Technologies, I
Name of Company

APRIL 11, 2023
Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
US Submergent Technologies, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see Instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2201 Cantu Ct, Ste 116

6 City, state, and ZIP code
Sarasota, FL 34232

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-		-				

or

Employer identification number
4	5	-	3	8	0	5	2	5	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/4/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF ORLANDO

ADDENDUM

DATE: March 31, 2023

TO: All Prospective Respondents

FROM: Javarie McDonald, Purchasing Agent II
Procurement and Contracts Division

SUBJECT: **IFB23 - 0211, Reservoir Environmental Cleaning Services**
Addendum One (1)

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

A. **THE SOLICITATION DUE DATE IS HEREBY CHANGED**

FROM: April 4, 2023, at 2:00 p.m., Local Time City of Orlando, FL

TO: April 18, 2023, at 2:00 p.m., Local Time City of Orlando, FL

B. **REVISED BID PRICE FORM**

Replace Bid Price Form page one (1) with the revised page included on Attachment "B" of this Addendum.

C. **QUESTIONS RECEIVED AND ANSWERS:**

Question No. One (1):
Because MOT or a water meter are not anticipated to be required on all cleaning projects, would the City consider a markup of 5% on all MOT or water meter invoices required on a project specific basis?

Answer No. One (1):
The City will not consider any markup. MOT is not expected, however "The Contractor shall be responsible for obtaining a water meter and pay all related costs necessary" per section **4.4 EXECUTION "C".**

Question No. Two (2):
In the interest of providing value to the City, would the City consider adding line items for the use of structure assessment capabilities? This would allow for a targeted and more productive cleaning process, thereby saving the City days and money on cleaning. Proposed line items below:

Qty	Unit	Item Description
1	LS	Mobilization and Demobilization (up to 5,000 SF)
1	LS	Mobilization and Demobilization (> 5,001 SF)
1	Per Day	Aerial Access Equipment (e.g. aerial lift, crane)
1,000	Per SF	SediVision® Survey and Data Processing with tank Loss of Capacity computed and mapped (per tank, up to 5,000 SF)
1,000	Per SF	SediVision® Survey and Data Processing with tank Loss of Capacity computed and mapped (per tank, additional footage 5,001 - 16,500 SF)
1,000	Per SF	computed and mapped (per tank, additional footage >16,500 SF)
1,000	Per SF	In-Situ Density Sampling and Lab Analysis (per tank, up to 5,000 SF)
1,000	Per Sample	In-Situ Density Sampling and Lab Analysis (per tank, additional footage 5,001 - 16,500 SF)
1,000	Per Sample	In-Situ Density Sampling and Lab Analysis (per tank, additional footage >16,500 SF)
1,000	Per CF	QA/QC Bid Quantities

Answer No. Two (2):
The City will not consider adding additional line items to the Bid Price Form.

Question No. Three (3):
What are the MBE/WBE requirements, if any, on this solicitation? We operate patented equipment which is not available in the marketplace and will not typically be able to include subcontractors in our operation.

Answer No. Three (3):
The City looks for opportunities to partner with certified firms that establishes goals of 18% MBE, 6% WBE and 2% VBE if applicable. Please see **ATTACHTMENT D** and **ATTACTMENT E**.

Question No. Four (4):
Will the City allow for Price escalations for inflation or cost increases, for example using an annual CPI adjustment?

Answer No. Four (4):
A price increase at each renewal period may be considered, provided they are reasonable and acceptable to the City. Please see section **5.57. BID PRICES**.

Question No. Five (5):
Will the City specify a minimum gallons per minute for line item 4 "Additional Feature – Jetting (As Required)" of 200 GPM?

Answer No. Five (5):
The City will not revise the Bid Price Form.

Question No. Six (6):
To simplify the disposal, pay items, would the City consider revising lines 12 and 14 to exclude transportation costs (making it disposal cost only), and add a line item for transportation only on a per hour or per mile basis?

Answer No. Six (6):
The City will not revise the Bid Price Form.

Question No. Seven (7):
Would the City consider combining Line Items 10 and 11 into a single item for "Additional Feature – Roll Off Truck and Auxiliary Pressure Box Containment System?

Answer No. Seven (7):
The City will not revise the Bid Price Form.

Question No. Eight (8):
To allow for the inclusion of new cleaning equipment available in the marketplace, would the City consider adding a line item "Additional Feature – 75' Knuckle Boom Crane?

Answer No. Eight (8):
The City will not revise the Bid Price Form.

Question No. Nine (9):
Would the City specify a 2,000 GPM requirement for the downhole pump referenced in line 6 to ensure it can effectively accomplish the requested scope?

Answer No. Nine (9):
Please refer section **4.3 Equipment** as it relates to the downhole pump on page 8–9 of the solicitation.

Question No. Ten (10):
Would the City consider including language making this contract available for Cooperative Purchasing by other agencies? For example, the previous contract included: "43. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases, and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

Answer No. Ten (10):
In reference to section **5.50 Purchasing Agreements with other Government Agencies**: At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

Question No. Eleven (11):
Would the City consider changing lines 1 & 2 to say "Mobilization and Demobilization – Non-Emergency Basis/In Service Area" and "Mobilization and Demobilization – Emergency Basis/Out of Service Area"?

Answer No. Eleven (11):
The City will not revise the Bid Price Form.

Question No. Twelve (12):
In order to better meet the needs of the City, would the City have interest in including a line item for "Out-of-Scope Services"?

Answer No. Twelve (12):
The City has revised the Bid Price Form to include the "Out-of-Scope Services" for "Labor Hourly Rate Technician/Service Person" and "Additional Material Cost % above cost". Please refer to **Section B of this Addendum, Revised Bid Price Form.**

D. FINAL COMMENT: Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the specified date referenced in the solicitation will not be given any consideration. Please remember that you are to base your bid on the original solicitation package plus any (and all) subsequent addendum (or addenda) issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL AT THE END OF THE SUBMITTAL.

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

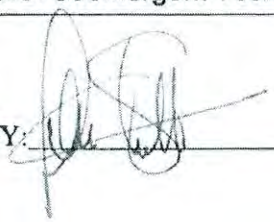
SIGNATURE PAGE

Respondents are asked to acknowledge receipt of this Addendum Number Two (2), by completing the information requested below and submitting this information with the submittal. Failure to do so may subject the Bidder/Proposer to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

U.S. Submergent Technologies, LLC
NAME OF BUSINESS

BY:  APRIL 13, 2023
SIGNATURE/DATE

Denver J. Stutler, Jr., CEO
NAME & TITLE, TYPED OR PRINTED

2201 Cantu Court, Suite 116
MAILING ADDRESS

Sarasota, FL 34232
CITIES, STATE, ZIP CODE

(941) 216-0149 (941) 216-0149
AREA CODE WITH TELEPHONE and FAX NUMBERS

ATTACHMENT "A"

REVISED BID PRICE FORM

******* REVISED BID PRICE FORM *******

You are invited to Bid on the following: IFB23-0211, RESERVOIR ENVIRONMENTAL CLEANING SERVICES

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the work within time limits as agreed for the following bid prices.

The Contractor shall furnish all labor, materials and equipment necessary for properly cleaning various size structures. Types of structures shall include both Sanitary Sewer and Stormwater systems. It is the intent of the City to award multiple contracts for use as an as needed basis.

BID ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE (In Numerals)	EXTENDED PRICE (In Numerals)
1	1	Lump Sum	MOBILIZATION AND DEMOBILIZATION NON-EMERGENCY BASIS	$6,500.00	$6,500.00
2	1	Lump Sum	MOBILIZATION AND DEMOBILIZATION EMERGENCY BASIS	$9,500.00	$9,500.00
3	100	Per Day	BASELINE SERVICE EQUIPMENT AND QUALIFIED CREW (VAC ONLY)	$4,250.00	$425,000.00
4	100	Per Day	ADDITIONAL FEATURE- JETTING (AS REQUIRED)	$1,200.00	$120,000.00
5	100	Per Day	ADDITIONAL FEATURE- 49' KNUCKLE BOOM CRANE WITH TELESCOPING TUBES	$2,000.00	$200,000.00
6	100	Per Day	ADDITIONAL FEATURE- DOWNHOLE PUMPING WET SYSTEM CLEANING	$2,500.00	$250,000.00
7	100	Per Day	ADDITIONAL FEATURE- CONFINED SPACE ENTRY WITH CERTIFIED CREW	$3,000.00	$300,000.00
8	100	Per Day	ADDITIONAL FEATURE- CONFINED SPACE ENTRY WITH CERTIFIED CREW (SUPPLIED AIR REQUIRED)	$4,000.00	$400,000.00
9	100	Per Day	ADDITIONAL FEATURE- HEAVY DEBRIS JETTING (GREATER THAN 500 GPM)	$2,500.00	$250,000.00
10	100	Per Day	ADDITIONAL FEATURE- ONSITE DISPOSAL USING AUXILLARY PRESSURE BOX CONTAINMENT SYSTEM	$1,200.00	$120,000.00
11	100	Per Day	ADDITIONAL FEATURE- OFFSITE DISPOSAL USING AUXILLARY PRESSURE BOX CONTAINMENT SYSTEM	$2,400.00	$240,000.00
12	2500	Per Ton	DISPOSAL OF SANITARY SEWER SOLID WASTE MATERIAL OFFSITE (INCLUDES TRANSPORTATION)	$105.00	$262,500.00
13	2500	Per Hour	DISPOSAL OF SANITARY SEWER SOLID WASTE MATERIAL AT CITY FACILITY AT 5100 L.B. McLEOD RD (INCLUDES TRANSPORTATION)	$35.00	$87,500.00
14	2500	Per Ton	DISPOSAL OF STORMWATER SYSTEM SOLID WASTE MATERIAL (INCLUDES TRANSPORTATION)	$80.00	$200,000.00
15	1	Per Hour	LABOR HOURLY RATE TECHNICIAN / SERVICE PERSON	$150.00	$150.00
16		Percentage	MATERIAL COST (PARTS, COMPONENTS, SUPPLIES, ETC.) – FURISHED BY THE BIDDER WITH PRIOR APPROVAL BY THE CITY'S REPRESENTATIVE BEFORE USE.	15 %	

TOTAL $ 2,871,150.00

Bidder Initials DJS

AMENDMENT NUMBER ONE TO AGREEMENT DATED AUGUST 1, 2023 BETWEEN CITY OF ORLANDO AND US SUBMERGENT TECHNOLOGIES LLC

THIS AMENDMENT TO AGREEMENT is made and entered into this 19th day of May, 2026 by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and US Submergent Technologies LLC, hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into an Agreement ("the Agreement") under the date of August 1, 2023, whereby the latter would perform certain services with respect to reservoir environmental cleaning services; and

WHEREAS, the City and the Contractor desire to amend the scope of services of said Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. TERM OF AGREEMENT

The Term of the Agreement is hereby renewed from June 11, 2026, to June 10, 2027.

II. HUMAN TRAFFICKING AFFIDAVIT

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statues and that Contractor has provided the Human Trafficking Affidavit attached hereto as **Attachment 1**.

III. SCRUTINIZED COMPANY PROHIBITION

Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, and is not engaged in a boycott of Israel. In addition, if this Contract is for a contract for goods or services of one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and is not engaged in

business operations in Cuba or Syria. Contractor shall be required to recertify the aforementioned certifications at each renewal of the Contract, if applicable. The City may terminate the Contract pursuant to Section 287.135(3)(a) of the Florida Statutes if Contractor is found to have submitted a false certification pursuant to this sub-section, is placed on any of these lists by the State of Florida, or engages in business operations in Cuba or Syria.

IV. **ENTITIES OF FOREIGN COUNTRIES OF CONCERN AFFIDAVIT**

Contractor shall, in the form attached hereto as **Attachment 2**, provide the City with an affidavit signed by an officer or other authorized representative of Contractor under penalty of perjury attesting that Contractor is not owned by the government of a foreign country of concern (as defined in Section 287.138(1)(c) of the Florida Statutes), that the government of a foreign country of concern does not have a controlling interest in Contractor, and that Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Additionally, Contractor shall re-execute and provide such an affidavit within a reasonable time after any renewal or extension of this Agreement, if applicable.

V. **E-VERIFY**

Contractor represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so at all times during the term of the contract. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and Contractor must maintain a copy of such affidavit for the duration of the contract. The contract is otherwise subject to the terms, conditions, provisions, and requirements of Section 448.095 of the Florida Statutes.

In all other respects, and except as specifically modified and amended herein and as previously amended, the Agreement shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

****

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT & CONTRACTS DIVISION
City of Orlando, Florida

By: _____
Chief Procurement Officer

David Billingsley, CPSM, C.P.M.
Name, Typed or Printed

Date: May 19, 2026

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

Date: May 11, 2026

_____
ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

****

CONTRACTOR

By: _____
Signature

Denver J. Stutler, Jr., CEO
Name & Title, Typed or Printed

U. S. Submergent Technologies, LLC
Name of Company, Corp., etc.

2201 Cantu Court, Suite 220
Mailing Address
Sarasota, Florida 34232
City, State and Zip

(407) 809-5556
Area Code/Telephone Number

****

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of X physical presence or __ online notarization, this 15th day of May, 2026, by Denver J. Stutler, Jr. (name of person) as CEO (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for U.S. Submergent Technologies, LLC (name of entity/party on behalf of whom instrument was executed).

(SEAL)

WENDY GOMEZ
MY COMMISSION # HH 452241
EXPIRES: November 15, 2027

_____
Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: Wendy Gomez

X Personally Known or __ Produced Identification
Type of Identification Produced _____

ATTACHMENT 1

HUMAN TRAFFICKING AFFIDAVIT

Attachment 1
Human Trafficking Affidavit

Instruction: "Vendor", defined as any person or nongovernmental entity seeking to engage in business with the City of Orlando ("City"), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

A. Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: U.S. Submergent Technologies, LLC

Authorized Signature: _____ Date: 5/1/26

Printed Name: Denver J. Stutler, Jr.

Title: CEO

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of May, 2026, by Denver J. Stutler, Jr., as CEO on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced —N/A— as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: Nov. 18, 2027

ATTACHMENT 2

FOREIGN COUNTRY OF CONCERN ATTESTATION

Attachment 2

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

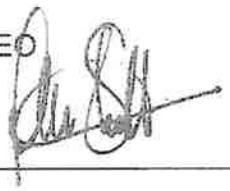
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms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

NAME OF SUPPLIER is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: Denver J. Stutler, Jr.

Title: CEO

Signature: 

Date: 5/01/2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Foundation Risk Partners, Corp. dba Foundation Risk Partners of Florida
780 W. Granada Blvd.
Ormond Beach FL 32174
License#: L100460

CONTACT NAME:
PHONE (A/C, No, Ext): 386-677-4761 FAX (A/C, No): 386-673-5370
E-MAIL ADDRESS: email@HIPFlorida.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B : Key Risk Insurance Company	10885
INSURER C : Technology Insurance Company, Inc.	42376
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
U.S. Submergent Technologies LLC
2201 Cantu Court Suite 220
Sarasota FL 34232
USSUBME-01

COVERAGES **CERTIFICATE NUMBER:** 309527381 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	ECP204618911	2/26/2026	2/26/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X	BAP204618811	2/26/2026	2/26/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	FFX204619011	2/26/2026	2/26/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	TWC4766671	2/26/2026	2/26/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Pollution			ECP204618911	2/26/2026	2/26/2027	Each Pollution Condit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Orlando
400 South Orange Avenue 4th Floor
Orlando FL 32801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026

Agenda Item:
G.13

Department	UTILITY	**Amount**	$850,000.00
Division	WATER DISTRIBUTION, WASTEWATER COLLECTION	**Org/Account #**	54010000-141000

Subject: RESOLUTION 2026-XX APPROVING THE PIGGYBACKING OF VOLUSIA COUNTY CONTRACT NO. 26-B-42LS WITH STALINE WATERWORKS, INC., FOR PVC AND BRASS MATERIALS FOR WATER AND SEWER OPERATIONS

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

Attachments:

1. Resolution
2. Piggyback Contract

Background:
Council Priority:
D. Sustainable Environment and Infrastructure

The City of Palm Coast Utility Department operates and maintains the City's water and wastewater infrastructure. Routine maintenance, emergency repairs, service installations, and related operations require timely access to utility materials, including water and sewer piping, fittings, valves, repair couplings, meter boxes, brass components, and other related supplies.

To support these activities, City staff recommends piggybacking Volusia County Contract No. 26-B-42LS, "Materials for Water and Sewer Operations," awarded to STAline Waterworks, Inc. The agreement was established through Volusia County's competitive Invitation for Bid process and includes specified item pricing and category-based percentage discounts for additional eligible materials.

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

The originating contract term is March 20, 2026, through March 20, 2029, with options for two subsequent one-year renewals subject to the applicable contract terms, mutual agreement, and required approvals. Purchases by the City would be made on an as-needed basis under the approved piggyback agreement, within the contract scope and subject to applicable purchasing requirements. The underlying contract contains provisions for review of certain price adjustments; any applicable adjustments must comply with the agreement.

The Fiscal Year 2027 budget includes funding in multiple Utility Department divisions for purchases of water and wastewater materials. Expenditures will be limited to available budget appropriations and the City's applicable purchasing authorization. No minimum purchase quantity or specific expenditure commitment is proposed by this agenda item.

Using an existing competitively solicited public agency agreement is intended to streamline procurement, provide access to established terms and pricing, and support continuity of essential utility services. The City's piggyback engagement letter and addendum address City-specific contractual requirements; execution remains subject to completion of applicable procurement and legal reviews.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING THE PIGGYBACKING OF VOLUSIA COUNTY CONTRACT NO. 26-B-42LS WITH STALINE WATERWORKS, INC., FOR PVC AND BRASS MATERIALS FOR WATER AND SEWER OPERATIONS

RESOLUTION 2026-___
CONTRACT WITH STALINE WATERWORKS, INC., TO PURCHASE MATERIALS FOR WATER AND SEWER OPERATIONS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF PIGGYBACKING VOLUSIA COUNTY CONTRACT WITH STALINE WATERWORKS, INC. TO PURCHASE WATER AND SEWER MATERIALS, SUPPLIES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast (the "City") requires water and wastewater materials for the maintenance, repair, and operation of its utility infrastructure; and

WHEREAS, Volusia County competitively solicited and awarded Contract No. 26-B-42LS, "Materials for Water and Sewer Operations," to STAline Waterworks, Inc.; and

WHEREAS, the City desires to utilize the scope, pricing, and applicable terms and conditions of that contract through a piggyback arrangement, as supplemented by the City's engagement letter and addendum.

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

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

SECTION 2. APPROVAL OF PIGGYBACK AGREEMENT. The City Council hereby approves the piggybacking of Volusia County Contract No. 26-B-42LS with STAline Waterworks, Inc. for the purchase of materials for water and sewer operations, substantially in accordance with the contract and City piggyback engagement documents attached as Exhibit "A" and incorporated herein by reference.

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

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

SECTION 5. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

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

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

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” Volusia County Contract

Docusign Envelope ID: 7DC9D9E2-42F6-82F1-8138-45A068D346BE

BPO Review

Signed by: Marcus Duffy A9D59FA5D9FD417...

City Legal Review

DS

Affidavit Check

CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Staline Waterworks, Inc.

Bid/Contract Ref # 26-B-42LS

Agency Name: Volusia County, Florida

Contract Type: Piggyback

Contract Value Over $100K

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

Contract Term End Date 03/20/2029

Renewable Y/N Y **If yes # and length of renewals:** 2 one-year renewals

City's Project Manager(s) Chris Driggers

In Process

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Volusia County, Florida agreement for Materials for Water & Sewer Operations as needed.

Approvals:

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

City Finance _____ **Date:**_____

City Attorney _____ **Date:**_____

City Manager _____ **Date:**_____

Vendor Name and Email Curt Hinson curt.hinson@staline.com

Docusign Envelope ID: 7DC9D9E2-42F6-82F1-8138-45A068D346BE

city of PALM COAST

Finance Department
Procurement Office

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

Staline Waterworks, Inc.
Attn: Curt Hinson
9115 Harris Corners Parkway, Suite 350
Charlotte, North Carolina 28269

RE: Engagement Letter Authorizing Piggyback

Materials for Water & Sewer Operations
Contract Name

Volusia County, FL 26-B-42LS
Contract Reference

Dear Curt,

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

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

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

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

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

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date:_____

SUPPLIER

Signed by:
By: Curt Hinson
FD1553C0E19488...
(Authorized Signatory)

Print Name: Curt Hinson

Title: Regional Municipal Sales Manager FL, GA

Date: Sep 4, 2026 | 11:51 AM EDT

Docusign Envelope ID: 7DC9D9E2-42F6-82F1-8138-45A068D346BE

ENGAGEMENT LETTER ADDENDUM

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

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

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

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

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

In Process

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

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

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

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3. **Scrutinized Companies**

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

4. **Public Records.**

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

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

In Process

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

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

9. **Governing Law**

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

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

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

CITY OF PALM COAST

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

SUPPLIER

Signed by:
By: Curt Hinson
FD15338C9F19498...
(Authorized Corporate Officer)

Print Name: Curt Hinson

Title: ~~Regional Municipal Sales Manager~~ FL, GA

Date: Sep 4, 2026 | 11:51 AM EDT

In Process

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FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

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

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

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

In Process

Printed Name: Curt Hinson

Title: Regional Municipal Sales Manager FL, GA

Signature: Signed by: Curt Hinson FD15539C9F19498...

Date: Sep 4, 2026 | 11:51 AM EDT

Docusign Envelope ID: 7DC9D9E2-42F6-82F1-8138-45A068D346BE

E-Verify Affidavit Instructions

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

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

2. Have it signed and notarized.

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

ATTACH NOTARIZED AFFIDAVIT HERE 

In Process

ATTACH PROOF OF REGISTRATION HERE 

Docusign Envelope ID: 7DC9D9E2-42F6-82F1-8138-45A068D346BE

CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

_____

Print Name: _____

Title: _____

Date: _____

In Process

STATE OF FLORIDA

COUNTY OF _____

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

[Notary Seal]

_____

Notary Public

_____

Name typed, printed or stamped

My Commission Expires: _____

Docusign Envelope ID: 7DC9D9E2-42F6-82F1-8138-45A068D346BE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

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

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

Date: _____ Signed: _____

Entity: _____ Name: _____

Title: _____

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

In Process

Notary Signature

_____

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known_____

OR Produced Identification_____

Type of Identification Produced_____

Docusign Envelope ID: 7DC9D9E2-42F6-82F1-8138-45A068D346BE

Master Agreement

NO. 780 12678 - 1

TERM: 2026-03-20 to 2029-03-20

Date Issued: 03/25/2026

Vendor contact:	**County contact:**	**Bill To:**
Name: Curt Hinson	**Name:** DEVAN NORTH	**County of Volusia**
Phone: 727-609-8919 **Ext.:**	**Phone:** 386-943-7027 **Ext.:** 13291	UTILITIES OPERATION
E-mail: curt.hinson@staline.com	**E-mail:** dnorth@volusia.org	3151 E New York Ave., 2nd Floor
		DELAND, FL 32724

Vendor Name:	**Vendor No.** VS14196	**Ship To:**
Staline Waterworks, Inc		UTILITIES OPERATION
9115 Harris Corners Parkway, Suite 350		""PROJECT SITE""
Charlotte, NC 28269		VOLUSIA COUNTY, FL 32724

Solicitation Number:	26-B-42LS	**Purchasing**	LISA SMITH
Award Date:	2026-03-19	**Phone:**	386-822-5788 **Ext:** 15788
Award Authorization:	DIRECTOR	**E-mail:**	mlsmith@volusia.gov
		Payment Terms:	Net 45 Days, FOB Dest, Freight allowed

Document Description:
Materials for Water & Sewer Operations
26-B-42LS

In Process

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	89000	EA	Materials for Water & Sewer Operations in accordance with 26-B-42LS See attached pricing sheet	0.000000

Pam Wilsky

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

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Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to the PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty- five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

E-Verify. By providing any good or service to the County or accepting payment for same, Provider warrants and certifies it has registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees. Provider is subject to and agrees to abide by Sections 446.09 and 446.095, Fla. Stat. Provider shall not enter into a contract with a subcontractor without prior approval from the County; Provider will be required to comply with the provisions of Section 446.095, Fla. Stat.

Emergency Procurement. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318

Federal Grant Funded Purchases. This Agreement and the products/services provided if purchased with Federal grant funds shall be prepared to comply with the requirements of the 2 CFR 200.318-327 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318. Payment Terms for these purchases shall be net 30 days.

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Human Trafficking Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Volusia County, a governmental entity in the State of Florida, you are hereby acknowledging under penalties of perjury that you do not use coercion to employ any person for labor or services. Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deceit; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

In Process

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/ or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

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All yellow shaded boxes must be filled in to be deemed responsive and responsible- all others will be automatically calculated.

Percentage discount shall apply to all items not specifically listed for each category and will be remain firm throughout the term of the agreement.

Vendor: STAline Waterworks, Inc.

Item Description	Estimated Quantity	Price	Unit	Cost Extension
BLUE EXTERIOR POLYETHYLENE (MILLER, FORD)			Percentage Discount:	58.33%
1" x 100' (roll) tubing CTS, 200 PSI, SODR 9, Endot Endo Pure	22	$ 72.08	per roll	$1,585.76
2" x 100' (roll) tubing, CTS, 200 PSI, SODR 9, Endot Endo Pure	10	$ 244.58	per roll	$2,445.80
PURPLE POLYETHYLENE (REUSE)			Percentage Discount:	68.75%
1" x 100' tubing CTS, 200 PSI, SODR 9, Endot Endo Pure	10	$ 72.08	per roll	$720.80
BRASS (FORD METER BOX PRODUCT ONLY)			Percentage Discount:	51.29%
1" male poly adapter, C84-44	50	$ 23.66	per	$1,183.00
2" poly coupling, C44-77	15	$ 106.89	per	$1,603.35
2" coupling, C44-77 G	19	$ 106.89	per	$2,030.91
1" curb stop, B41-444-W	10	$ 103.53	each	$1,035.30
1" corporation stop, CC tread, F1000-4	72	$ 56.04	each	$4,034.88
U-branch assembly, 1" X 3/4" X 7 1/2 " or 1" X 3/4" U-branch GR x U48-43G-7.5 w/grip joint	72	$ 51.05	each	$3,675.60
1" X 6" Brass Nipple	25	$ 13.13	each	$328.25
3/4" X close nipple	110	$ 2.79	each	$306.90
Stainless Steel Wrap Repair Clamp for Schedule 40, C900, C905, and DIP and CI			Percentage Discount:	36.47%
3" X 15" SCH 40 PVC, full circle, Smith/Blair, FD, JCM (for class price)	4	$ 161.66	each	$646.64
8" X 15" PVC C 900, full circle, Smith/Blair, FD, JCM (fit all)	6	$ 251.37	each	$1,508.22
Repair Coupling			Percentage Discount:	43.18%
4" Dresser style, repair coupling, Class pipe or C-900, HYMAX	21	$ 285.05	each	$5,986.05
Stainless Steel Full Circle Wrap			Percentage Discount:	50.59%
3/4" X 6" Redi clamp, 2 bolt type, FD, FSC 3/4" X 6 R	15	$ 45.49	each	$682.35
Sewer Coupling			Percentage Discount:	76.47%
6" repair coupling PVC/PVC, Fernco	20	$ 12.32	each	$246.40
Meter Box			Percentage Discount:	69.18%
Double meter, C1 reader lid, black	600	$ 49.47	each	$29,682.00
Saddles (to use with PVC Class 200, C-900, and DIP. Stainless steel strap, expoy coated body)			Percentage Discount:	47.06%
6" X 1" CC Smith/Blair, JCM or FD 317	10	$ 78.09	each	$780.90
Mega Lugs (1100 & 1200)			Percentage Discount	52.94%
6" 1106	18	$ 36.71	each	$660.78
6" Flange coupling adapter for DIP, JCM, S/B 912 Epoxy coated	6	$ 274.06	each	$1,644.36
Pipe			Percentage Discount:	75.00%
PVC SDR 21, Class 200, PVC blue, ring-tite joint 20' - 6"	2000	$ 8.63	per foot	$17,260.00
PVC, Sch 40, Solvent Weld Joint 20' - 2"	1000	$ 1.40	per foot	$1,400.00
PVC, Sch 80, Solvent Weld joint 20' - 3/4"	200	$ 1.58	per foot	$316.00
PVC Sewer Pipe, ASTM 3034, SDR 35, Ring-tite joint 14' 0" - 4"	130	$ 2.19	per foot	$284.70
PVC, C-900, J-M Pipe, Blue Brute, Class 150, DR 18, Ring-tite joint 20', (Green) - 6"	100	$ 11.07	per foot	$1,107.00
US Ductile Iron Pipe, Push on, Pressure Class 350, Cement lining 18' - 6"	40	$ 40.72	per foot	$1,628.80
Gate valve (Mueller, American or appved equal)			Percentage Discount:	42.78%
6" mj g.v. resilient seat, epoxy coat, AWWA C-509	12	$ 897.24	each	$10,766.88
Valve Boxes, Manhole Ring & Cover			Percentage Discount:	70.59%
Valve box water lid 5 ¼"	10	$ 80.00	each	$800.00
Fire hydrants and extensions			Percentage Discount:	33.89%
36" bury	2	$ 2,975.66	each	$5,951.32
Backflow Preventer Wilkin (no alternate accepted).			Percentage Discount:	85.88%
3/4" backflow preventer, reduce pressure with ball valve, Wilkins 975XL	10	$ 295.29	each	$2,952.90

Total bid cost $103,255.85

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Average percentage discount	57.49%

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INVITATION FOR BID

26-B-42LS

MATERIALS FOR WATER AND SEWER OPERATIONS

County of Volusia

123 W. Indiana Ave.

DeLand, FL 32720

In Process

RELEASE DATE: January 8, 2026

DEADLINE FOR QUESTIONS: January 22, 2026

RESPONSE DEADLINE: February 4, 2026, 3:01 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/volusia

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County of Volusia
INVITATION FOR BID
Materials for Water and Sewer Operations

I. Introduction.....
II. Special Terms and Conditions .....
III. General Terms and Conditions.....
IV. Insurance Requirements .....
V. Scope of Work .....
VI. Vendor Questionnaire.....
VII. Definitions .....

Attachments:

A - Attachment_A_-_Price_Sheet

B - Federal_Contract_Provisions_

C - Required Types & Limits of Insurance, 26-B-42LS

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1. Introduction

1.1. Summary

The purpose of this Invitation to Bid is to solicit competitive sealed bids to furnish Materials for Water and Sewer Operations for the County of Volusia.

1.2. Contact Information

Myra Lisa Smith
Purchasing Analyst II
123 W. Indiana Avenue, Room 302
DeLand, FL 32720
Email: mlsmith@volusia.org
Phone: (386) 822-5788

Department:
Water Resources & Utilities

1.3. Timeline

Release Solicitation Date	January 8, 2026
Question Submission Deadline	January 22, 2026, 11:59pm
Proposal Submission Deadline	February 4, 2026, 3:01pm
Solicitation Opening Date/Time (Non-Mandatory)	February 4, 2026, 3:01pm Microsoft Teams meeting Join on your computer, mobile app or room device https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting Meeting ID: 213 233 692 064 Passcode: gPYNoU Or call in (audio only) +1 386-456-3387,,628672925# United States, Daytona Beach Phone Conference ID: 628 672 925#

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2. Special Terms and Conditions

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2.1. Closing Date and Pre-Solicitation Conference

A. Invitation to Bid (ITB) Closing Date Response must be received through the County's ePocurement Portal before 3:01 pm on Wednesday, February 4, 2026. Responses received after this time will not be considered.

B. No Pre-solicitation Conference will be held.

2.2. Authorized Official

The Solicitation response and all required forms must be submitted/signed by an official authorized to legally bind the Respondent to all Solicitation provisions. A Memorandum of Authority may be submitted to document that the individual is authorized to commit the firm to a contract.

2.3. Definition of Responsive and Responsible for this Solicitation

Each Response shall be evaluated for conformance as responsive and responsible using the following criteria:

A. Proper submittal of ALL documentation as required by this Invitation to Bid (ITB). (Responsive)

B. The greatest benefits to Volusia County as it pertains to: (Responsible)

1. Total Cost; All pricing shall be completed to be deemed responsive and responsible. Award will be based on the total cost of bid items on Attachment A- Price Sheet. Price Sheet shall be uploaded in Vendor Questionnaire 5.1.
2. Delivery; within forty-eight (48) hours from time of order.
3. Past Performance. In order to evaluate past performance, all Respondents are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this Solicitation. The County of Volusia shall not be listed as a reference;
4. All technical specifications associated with this Invitation to Bid (ITB);
5. Any other criteria that may be specific to your Invitation to Bid (ITB), not necessarily everything specified here.

Financial Stability: All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Respondents are reminded that award may not necessarily be made to the lowest Response. Rather, award will be made to the lowest responsive, responsible, Respondent whose Response represents the best overall value to the County when considering all evaluation factors.

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2.4. Local Preference Availability

This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

2.5. Payment Terms

1. The County will remit full payment on all undisputed invoices within twenty (20) business days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
2. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
3. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.
By submitting a Response to the County of Volusia, Florida, the Respondent expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation between the Respondent and the County, including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.6. Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.7. Price Redeterminations

Once each year during the term of the Agreement, including any extension or renewal periods thereof, the awarded Respondent may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Agreement (i.e., the calendar day and month when the Agreement became effective) and only after the Agreement has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

2.8. Basis for Price Redeterminations

The awarded Respondent may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for

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the ECI will be for the quarter in which the Invitation to Bid (ITB) opens. The base index number for the PPI will be for the month the Invitation to Bid (ITB) opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the awarded Respondent's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

2.9. Fuel Price Redetermination

If/when the price of fuel increases by a minimum of ten (10%) percent, the awarded Respondent may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the awarded Respondent shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the awarded Respondent due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the awarded Respondent's operations in connection with the awarded Respondent's performance of the Agreement.

2.10. Materials Price Redetermination

At the anniversary date of the Agreement, the awarded Respondent may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the awarded Respondent shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the awarded Respondent in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the awarded Respondent due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity ""Plastic sewer, stormdrain, and water main pipe - WPU072106038"", as published by the Bureau of Labor Statistics.

2.11. Price Redetermination Calculation

All Price Redeterminations shall be calculated as follows:

Example: awarded Respondent indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Current applicable PPI	$200.50
Base index PPI	-$179.20
PPI increase dollars	$21.30
PPI increase percentage ($21.30 / $179.20 = .1189)	11.9%

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Unit cost of the service is	$100.00
30% of $100.00 is directly attributed to the redetermination category	$30.00
$30.00 × 11.9%	$3.57
New unit price for the product/service is ($100 + $3.57)	$103.57

2.12. Expiration Upon Failure to Agree to Price Redetermination

If the County and the awarded Respondent cannot agree to a price redetermination pursuant to the terms and conditions of this section, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the awarded Respondent's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Respondent.

2.13. Termination

In Process

A. County may terminate this Agreement upon at least thirty (30) days prior written notice to awarded Respondent.

B. Awarded Respondent may terminate this Agreement upon at least one hundred twenty (120) days prior written notice to County.

C. Upon receipt of notice of termination by the County from awarded Respondent or upon delivery of notice of termination from the County to Contractor, awarded Respondent shall:

1. Stop Work under the Agreement on the date and to the extent specified in County's Notice of Termination;

2. Inform County of the extent to which performance is completed;

3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work/Services under the Agreement as is not terminated and with the prior approval of the County; and,

4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the awarded Respondent under the orders and subcontracts so terminated.

D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section

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Termination, the County shall cause payments to be made to awarded Respondent within twenty (20) business days of receipt of invoice. Awarded Respondent shall invoice the County for any sums awarded Respondent claims to be owed by County under this Agreement for Work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within twenty (20) business days.

E. With the approval of the County and to the extent required by the County, the awarded Respondent shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section Termination. In addition, awarded Respondent shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.

F. If awarded Respondent fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the awarded Respondent shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the awarded Respondent's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the awarded Respondent prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.

In Process

G. The right of termination provided to the County and the awarded Respondent herein shall be cumulative of all other remedies available at law.

H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

2.14. New Material

A. Unless otherwise provided for in this specification, the awarded Respondent represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the awarded Respondent believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County’s interest, the awarded Respondent shall so notify the County Procurement Analyst in writing by the deadline for questions in accordance with section Revisions, Addenda, Questions & Answers. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

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2.15. Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the awarded Respondent cannot disclaim consequential or special damages related to the performance of this Agreement. The awarded Respondent shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractor. There are no limitations to this liability. This section does not apply to the extent precluded or prohibited by applicable law.

2.16. Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and awarded Respondent(s) shall comply with the applicable sections of the Federal Contract Provisions as exhibited with this Solicitation.

2.17. Emergency Response Services

In the event goods or services are provided under this Agreement for emergency response for a natural emergency, if Contractor breaches this Agreement during an emergency recovery period Contractor shall pay a $5,000 penalty as well as damages, which may be either actual and consequential damages. As used in this provision, the term “emergency recovery period” means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

In Process

3. General Terms and Conditions

3.1. Submission of Offers

The County of Volusia is requesting proposals for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a proposal to provide this service and/or product(s), please provide the requested information in this solicitation, complete the included forms, and submit these documents with your response through OpenGov Procurement, at https://procurement.opengov.com/portal/volusia, by the date and time posted. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Respondent. Responses received after the posted date and time will not be considered. Additional information may be submitted with the response. No offer may be modified after acceptance. Terms and conditions differing from those in this solicitation may be cause for disqualification of the Response. Failure to provide the required information may result in the Response not being considered.

Responses submitted in OpenGov will remain locked and inaccessible by County purchasing staff until the Submission deadline.

Do not submit confidential information, proprietary information and/or trade secrets.

3.2. Respondent's Responsibility

The Respondent, by submitting a Response, represents that:

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A. The Respondent has read and understands the Solicitation in its entirety and that the Response is made in accordance therewith;

B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;

C. The Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Respondent will rely. If the Respondent receives an award because of its Response, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and,

D. The Respondent will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

E. The Respondent shall examine the drawings, specifications, and other Contract Documents (as applicable) carefully and inform itself thoroughly regarding any and all conditions and requirements, including the construction schedule that may in any manner affect the Work to be performed under the Agreement. Ignorance on the part of the Contractor shall in no way relieve itself of the obligations and responsibilities assumed under the Agreement.

In Process

3.3. Opening

Pursuant to Section 119.071, Florida Statutes, responses and the completed tabulation will be available for inspection within thirty (30) days of Solicitation opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to the County's ePROCUREMENT PORTAL for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Solicitation openings and public meetings may be attended either in person or remotely. Solicitation openings may be accessed remotely as described in the introduction timeline section of this Solicitation.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice

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under The American with Disabilities Act (Title II), atwww.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

3.4. Public Records Law

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE Contractor HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE Contractor'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.

By entering into a Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under a Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a Contract for services with the County is required to:

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A. Keep and maintain public records required by the County to perform the Services and Work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractortransfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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Requests to inspect or copy public records relating to the County's Contract for Services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

3.5. Confidential Information and Infringement

A. Confidential Information and/or Trade Secret do not include the following:

1. Information already known or independently developed the party in possession; or
2. Information in the public domain through no wrongful act of the party in possession; or
3. Information received by the party in possession from a third party who was free to disclose it; or
4. Information regularly disclosed to third parties without restriction on disclosure; or
5. Information required to be disclosed by law or an order of a court of competent jurisdiction.

B. Confidential Information and Infringement. If Contractor is licensing, or developing software (including derivative works) for use by the County, Contractor grants County a perpetual, fully-paid, non-assignable, non-exclusive, royalty-free license to use Contractor's software deliverables developed or licensed under a Contract. Said license includes software owned by Contractor which is furnished under a Contract, for County's internal use with such use to include the right to modify such deliverable(s) and to create derivative works for such internal use including without limitation the right to use such deliverable(s).

C. If Contractor is licensing, providing or developing software, including derivative works for use by the County, Contractor agrees to protect and indemnify and hold harmless the County, its agents, elected officials and employees of the County from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of the Contractorlicensed applications provided under any software owned by Contractor and licensed to County or provided by Contractor for use thereof by the County, infringes or misappropriates

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any third party's United States patent, copyright or any trade secret protected under United States law.

1. In addition to the foregoing indemnification provision, Contractor shall also take the following steps to assure that County can continually use the software which Contractor has directly licensed to County or provided for use thereof by the County in substantially the same manner delivered or subsequently enhanced or modified by:

    a. Promptly replace the allegedly infringing or misappropriated item or items with compatible, functionally equivalent itemswhich are not alleged to be infringing or misappropriated; or

    b. Promptly modify the alleged infringing or misappropriated item or items to eliminate the alleged infringement or misappropriation without impairing County's intended use of the licensed applications and/or sublicensed applications in any manner; or

    c. Promptly procure the right for the County to continue to use the licensed applications and/or sublicensed applications without modification; and

    d. Unless otherwise agreed by the parties, promptly shall mean for the purposes of this section that the events described herein shall occur in no less than sixty (60) days from the date that notice of the claim is received by Contractor unless otherwise agreed by the parties.

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D. In the event that Contractor does not enable the County to use that which Contractor has delivered through accomplishing one or more of the alternatives set forth in above within aforementioned time period set forth herein during the term of a Contract, Contractor shall be in material default of a Contract and subject to Termination.

E. If Contractor is granting a license or develops software for the County under this Contract, it hereby warrants and represents that:

1. Contractor is the sole owner of all right, title, and interest in and to the Contractor licensed software, user manuals and documentation, including all patents, copyrights, copyright rights, trade secrets, trademarks, trade names and all proprietary and intellectual rights and confidential information contained therein, and that it is authorized to enter into a Contract and grant County a perpetual license; and

2. No portion of any licenses or right granted to the County to use Contractor's software pursuant to the terms of the applicable software license contract of Contractor for any Work performed under a Contract violates or is protected by right, title, interest or similar right of any third person or entity.

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3.6. Clarification, Correction of Entry, Minor Irregularities

The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of obvious mistakes. The County reserves the right to waive minor irregularities in Responses, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Respondent an advantage or benefit not enjoyed by other Respondents.

3.7. Revisions, Addenda, Questions & Answers

A. It is incumbent upon each Respondent to carefully examine the specifications, Scope of Work/Service, terms, and conditions of this Solicitation and any attachments/exhibits. The posting of answers through the County's ePROCUREMENT PORTAL is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any section of this Solicitation and any attachments/exhibits shall be directed through the question and answer section of the County's eProcurement Portal.

B. If it becomes necessary for the County to revise or clarify any part of this Solicitation it will be updated on the County's eProcurement Portal by one of the following methods: the posting of answers to questions received; the revision of Solicitation language/documentation. It is each Respondent's responsibility to check the County's eProcurement Portal for any posted answers, and/or Solicitation changes. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this Solicitation and any attachments/exhibits before submitting their Response. By submitting a Response, Respondents acknowledge that they have reviewed all posted answers, and/or Solicitation changes prior to the posted closing date and time.

In Process

C. Each answer issued by the County shall become a material part of this Solicitation. Answers posted by the County, and/or changes made to the Solicitation are authoritative and shall be considered an addendum to the Solicitation.

D. All information in this Solicitation, including information provided through the Question & Answer feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

E. Questions and exceptions shall be submitted before 11:59 pm on Thursday, January 22, 2026. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

3.8. Incurred Expenses

The County has no obligation to make an award as a result of this Solicitation, nor shall the County be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting a Response, or any cost or expense incurred by any Respondent prior to the execution of a Purchase Order or Contract/Agreement.

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3.9. Disadvantaged Businesses

The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged, minority, and/or women-owned firms.

3.10. Local Preference

The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

Effective January 1, 2012, Volusia County adopted a local preference ordinance. A Respondent or prime Contractor which has a documented permanent location at least six (6) months prior to the Solicitation closing as stated in Volusia County Ordinance 2-269.5 in Brevard, Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Solicitation price or quote. A Respondent which is a prime Contractor and is utilizing Subcontractors, and the Solicitation price or quote of the work to be performed by all Subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total Work to be performed through subcontracting, a two percent (2%) preference will apply. In the event that a prime Contractor qualifies for a preference and Subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Responses where the difference of the total Response price or quote exceeds twenty-five thousand dollars ($25,000.00) from the nearest competing Solicitation price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

In Process

This section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Respondents, including primeContractor and Subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Respondent, including prime Contractor and Subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with agencies or organizations that may be identified by the purchasing director. Noncompliance with the requirements of this section will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

3.11. Pricing

Unless otherwise specified prices offered shall:

- remain firm for a period of at least ninety (90) days from the date of Solicitation opening, prior to award being made;
- include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery (for goods);
- include all expenses necessary to provide the Service at the location specified (for Services).

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3.12. Withdrawal of Response

A Response may be withdrawn i) prior to the Solicitation opening via the County's eProcurement Portal or ii) after one hundred twenty (120) days from Solicitation opening. In the second instance ('ii'), this only applies to Respondents notified by the County in letter form that their Response will not be accepted.

3.13. FOB Destination

The FOB point for this Agreement and for all purchases made under it shall be the destination specified by the requesting division, in Volusia County, Florida. Delivery will not be complete until the requesting division has accepted each item. Delivery to a common carrier shall not constitute delivery to Volusia County. All disputes shall be between the Contractor and the carrier.

3.14. Payment Terms

Unless otherwise stated in the Special Terms and Conditions section, the County will remit full payment on all undisputed invoices for goods and services other than Construction Services within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74. For Construction Services the County will remit full payment on all undisputed invoices within twenty (20) to twenty-five (25) days in accordance with F.S.S. 218.735.

3.15. Unusual Costs

In Process

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) Days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

3.16. Additional Terms & Conditions

The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in this Solicitation.

3.17. Taxes

County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85- 8012622393C-9). Certificates are available at www.volusia.org/purchasing. After

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accessing the foregoing website, select, “Doing Business with Volusia County” and “Consumer Certificate of Exemption” from the available menu screens to see a copy of the certificates.

3.18. Discounts

All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement.

3.19. Meets/Minimum Specifications

The specifications listed in the Scope of Work are the minimum required performance specifications for this Solicitation; they are not intended to limit competition nor specify any particular Respondent, but to ensure that the County receives quality services. The Respondent represents that all offers to this Solicitation shall meet or exceed the minimum requirements specified.

3.20. Brand Name or Equal

If items requested by this Solicitation have been identified in the specifications by a Brand Name “OR EQUAL” description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing “equal” products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Respondent clearly indicates in his/her offer that he/she is proposing an “equal” product, the offer shall be considered as offering the same brand name product referenced in the specifications.

In Process

If the Respondent proposes to furnish an “equal” product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Respondent. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To ensure that sufficient information is available the Respondent shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Respondent proposes to furnish and what the County would be binding itself to purchase by making an award.

3.21. Samples

When required, samples of products shall be furnished with Response to the County at no charge. Samples may be tested and will not be returned to the Respondent. The result of any and all testing shall be made available upon written request.

3.22. Silence of Specifications

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type,

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size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

3.23. Change in Scope of Work/Service

A. The County may order changes in the Work/Service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or modification order to the Agreement signed by the appropriate County signatories and the Contractor.

B. If the Contractor believes that any particular Work/Service is not within the scope of Work/Service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County Project Manager in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in Services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or Services similar in nature to those specified within this solicitation for which requirements were not known when the Solicitation was released.

In Process

3.24. Governing Laws/Venue

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without giving effect to the choice of law principles thereof. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorneys' fees relating to any dispute arising under this Agreement.

3.25. Assignment

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written agreement in a form and substance specified by the County in its sole discretion; the County Manager may execute such agreement on behalf of the County. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a

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written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US $500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

3.26. Content of Solicitation/Response

The contents of this Solicitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an Agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or Service requested in this Solicitation shall supersede the requirements as specified in the *General Terms and Conditions* and/or *Special Terms and Conditions* section(s) of this Solicitation.

3.27. Contract/Agreement

The contents of this Solicitation and all provisions of the successful proposal deemed pertinent by the County may be, at the sole discretion of the County, incorporated into an Agreement and become legally binding on the selected Respondent. The content of the Agreement may contain changes as a result of the Solicitation process and the content of the submittal received. The Contract shall, at minimum, include the substantive terms and conditions as outlined in the Solicitation and be subject to review by the County attorney or designee prior to approval and execution for determination of legal form and substantive sufficiency, and may contain those additional terms and conditions that the County deems in its best interest.

In Process

A. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designees are authorized to make changes to any contract.

B. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or modification order, the Respondent should promptly contact the Purchasing Office at 386-736-5935.

3.28. Disclosure of Response Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Solicitation. Selection or rejection of any Response does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

3.29. Limitation of Liability/Indemnification

The Contractor shall indemnify, defend, and hold harmless the County including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-

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elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status and the State of Florida, including its officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or its Subcontractors, agents, employees, or any persons employed or utilized by the Contractor in the performance of the Contractor's obligations or Services under this Agreement. Such obligations or Services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exhaust as to a party or person described in this Agreement.

In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

Indemnification for grant funded projects. For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Contractor shall indemnify, defend and hold harmless the Florida Department of Emergency Management, its employees and/or their contractors (FDEM) and the government of the United States, its employees and/or their contractors (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the FDEM, or US.

In all claims against FDEM or US, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

In Process

3.30. Payment of Subcontractors or Subconsultants

Contractor shall save and hold the County harmless from any and all claims or actions by their Contractor(s) for payment of monies such Contractor claims to be owed by Contractor for Work performed under a Contract. Nothing in a Contract shall create any obligation on the part of the County to pay directly to any Subcontractors any monies due for Work performed under a Contract.

3.31. Infringement Claim

For all licensed software or derivative works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or Service found to be infringing; (ii) to replace any such infringing product or Service with a non-infringing product or Service; or (iii) to modify such infringing product or Service to make it non-infringing. Contractor shall have no obligation under this section if the infringement claim is based upon the use of the system in combination with other hardware

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or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

3.32. Sovereign Immunity

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3.33. Compliance with Federal E-Verify Regulations

Contractor covenants and agrees to the following provisions, as required by law:

A. If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.

B. Contractor and any of Contractor's Subcontractors shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Contractor (or Contractor's Subcontractor) on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.

C. In the event Contractor enters into a subcontract, Contractor shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. Contractor shall provide a copy of such affidavit to the County before the Subcontractor begins any Work associated with the Agreement. If the County has a good faith belief that a Contractor knowingly violated the requirements set forth in this section or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Contractor otherwise complied with this section and applicable law, the County shall promptly notify Contractor and order Contractor to immediately terminate its contract with the Subcontractor. Failure to comply with said order shall constitute a material breach of this Agreement.

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D. If the County has a good faith belief Contractor has knowingly violated, or if Contractor is found to have violated, this Section; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal Contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Contractor acknowledges and understands that if the County terminates this Agreement in accordance with this Section, Contractor shall be ineligible for award of a public contract for at least one (1) year after the date on which the Agreement was terminated.

3.34. Public Entity Crimes

Pursuant to paragraph 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

In Process

By entering into this Agreement, the Contractor represents and warrants that it is not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes. The Contractor further represents and warrants that its Subcontractor and implementer, if any, are not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes.

3.35. Patents, Copyright, and Royalties

The Contractor, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or Services, including use by the County of Volusia. If the Contractor uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

3.36. Use of County Logo

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this Solicitation permits or shall be construed as

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authorizing Respondent to use or display County's Intellectual Property on Respondent's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Respondent in response to this solicitation. The County has the right to redact the County Logo displayed on any Response.

3.37. Training

Unless otherwise specified Contractors may be required, at the convenience of and at no expense to the County, to provide training to County personnel in the operation and maintenance of any item purchased as a result of this Solicitation.

3.38. Acceptance

Products purchased as a result of this Solicitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor.

3.39. Safety Warranty

Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all federal, state, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

In Process

3.40. Safety

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the Work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorneys' fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

3.41. Warranty

The Respondent agrees that, unless otherwise specified, the product and/or Service furnished as a result of this Solicitation and award thereto shall be covered by the most favorable commercial warranty the Respondent gives to any customer for comparable quantities of such products and/or Services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the Solicitation/offer.

3.42. Award of Solicitation

The County reserves the right to award the Agreement to the Respondent(s) that the County deems to offer the lowest/most responsive and responsible Response(s), as detailed in this solicitation. The County is therefore not bound to accept a Response based only on lowest price. In addition, the County has the

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sole discretion and reserves the right to cancel this Solicitation, to reject any/all Responses, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting/rebidding when Responses exceed budget and the County must change the Solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the Solicitation.

3.43. Other Agencies

All Contractors awarded Agreements from this Solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

3.44. County Facilities

County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's Work activities.

3.45. Licenses, Certificates, and Permits

In Process

A. The County reserves the right to require proof that the Respondent is an established business and is abiding by the ordinances, regulations, and laws of their community and the State of Florida, such as but not limited to: business tax receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations Sunbiz at www.sunbiz.org, AND;

B. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.

C. If a license is required, the Respondent shall be licensed to perform the required Work in accordance with the laws of the State of Florida and local ordinances. Respondent shall also verify that his/her Subcontractors are licensed to perform the Work in accordance with the laws of the State of Florida and local ordinances.

D. If applicable, the Respondent shall have a current professional registration certificate from the appropriate governing board. The Respondent must be properly registered at the time of its submittal to practice their profession in the State of Florida.

E. At time of Response, Respondent shall hold the required licensure to be the prime Contractor for all Work to be performed under the resulting Agreement. If Respondent proposes to use a Contractor to perform any Work under the resulting Agreement such Subcontractor shall hold the

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required licensure for all Work to be performed under the resulting Agreement. All licenses and permits required to perform Work under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Respondent's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

3.46. Records & Right to Audit

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractorthat are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

3.47. Claim Notice

In Process

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
Human Resources/Risk Management Division
Address: 125 W. New York Avenue, Suite 141
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

3.48. Waiver of Claims

Once the Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning the Agreement.

3.49. Compliance with Laws and Regulations

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with

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Disabilities Act (ADA),Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the Work, or which in any way affect the conduct of the Work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all Work or Services performed under the Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, professional associates, agents, servants, or employees.

Pursuant to Section 287.05701, Florida Statutes, vendors are hereby notified that:

- The County shall not request documentation of or consider a vendors social, political or ideological interests when determining if the vendor is a responsible vendor: and
- The County may not give preference to a vendor based on the vendors social, political or ideological interests.

3.50. For Internet/Web Services

For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.1 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.1 AA, for online or internet Services or products.

3.51. Scrutinized Companies-FL Statute Section 287.135 and 215.473

Contractormust certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit certification. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar Days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days

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following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

3.52. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(14), Florida Statutes, (2025).

3.53. Drug-Free and Smoke-Free Workplace

The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that its personnel and the personnel of each of its Subcontractors shall adhere to the County's policies on drug-free and smoke-free work place during the term of this Contract while at a County job location.

3.54. Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in federal, state or county law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

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3.55. Right to Require Performance

A. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

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B. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

3.56. Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

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B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable Scope of Work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Modification order pursuant to the terms of the Agreement.

3.57. Contractor's or Consultant's Personnel

During the performance of the Agreement, the Contractor agrees to the following:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor.

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The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

C. The Contractor shall be responsible for ensuring that its employees, agents, and Subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;

D. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all contracts with Subcontractors related to this Contract.;

E. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;

F. The Contractorshall include the provisions of the foregoing paragraphs A, B, C, D, and E, above, in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor;

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G. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;

H. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County.

3.58. County/Contractor/Consultant Relationship

A. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent federal, state, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor’s wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited

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to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

B. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which Work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

C. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

D. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

3.59. Disqualification of Respondents

A. One (1) Response: Only one (1) Response from an individual firm, partnership or corporation under the same or under a different name will be considered. If a Respondent submitted more than one (1) Response for the Work involved, all Responses submitted from such Respondent will be rejected.

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B. Collusion among Respondents: If it is believed that collusion exists among the Respondents, the Responses of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same Work.

3.60. Debarment: Purpose and Intent

The County endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors, consultants, and contractors only. To further this policy, the County asserts its authority to debar certain vendors, consultants, and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the County's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of County vendors, consultants, and contractors, and this policy and the procedures provided for herein shall not supplant or supersede County's authority to reject or otherwise terminate vendors, consultants, or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to debarment may be found at: https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf

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3.61. For purposes of this Solicitation and evaluation of responses hereto the following shall apply:

Unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

3.62. Dispute Resolution

A. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable Scope of Work or Services. Issues shall be escalated to successive management levels as needed.

B. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under this Agreement, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the invoking party, through its applicable project manager, shall promptly bring the disputed matter to the attention of the non-invoking party's project manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

C. Discovery and Negotiation / Recommended Procedures. Upon issuance of a dispute notice, the project managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The project managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the project managers or designated representative within five (5) County work days of issuance of the dispute notice, or such other time as may be mutually allowed by the project managers as being necessary given the scope and complexity of the dispute, the project managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated in Figure 1 below.

D. Formal Dispute Resolution. At any point after issuance of a dispute notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter

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44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorneys' fees for mediation or arbitration of an issue arising under this Agreement.

E. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Special Terms and Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

Figure 1:

County Work Days	Contractor's Representative	County Representative
10	Contractor's Project Manager	County's Project Manager
10	Contractor's Sr. Vice President of Sales	Director of Purchasing and Contracts
20	Contractor's COO or President	Deputy County Manager

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3.63. Authorized Signatory

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed, is authorized to execute contracts/agreements with the County of Volusia, and that submitting a Response via the County's eProcurement Portal shall be the act of and attributable to the Authorized Signatory to bind the company. By submitting this Response electronically, the Authorized Signatory does thereby adopt the electronic or conformed submittal as authorized firm commitment and for use as an official record by the County of Volusia.

3.64. Acknowledgement of Solicitation Tabulation

All responses accepted by the County of Volusia are subject to the County's terms and conditions. Any and all additional terms and conditions submitted by Respondent(s) are rejected and shall have no force and effect. Responses from the Respondent(s) listed on the tabulation are the only Responses received timely as of the closing date and time. All other Responses submitted in response to the solicitation, if any, are rejected as late.

4. Insurance Requirements

4.1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this Solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance

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policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a "named insured", "additional named insured", or "additional insured", the term "County" includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

The policy limits for all required policies in the Required Types and Limits of Insurance Chart shall apply separately from one another and shall not be shared with any other coverage line or reduce the aggregate limit of any other insurance coverage form required.

Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements as stated in the Solicitation and/or Contract Documents.

4.2. Subcontractors/Subconsultants and Independent Contractors/Consultants

All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described in this Solicitation.

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4.3. Claims Made Basis Insurance Policies

All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

4.4. Risk Retention Groups and Pools

Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

4.5. Minimum Required Policies and Limits

Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

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4.6. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis

Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance or self-insurance maintained by the County or any other insurance contractually available for the benefit of the County. Contractors performing construction projects shall utilize ISO Forms CG 20 38 and CG 20 37, or their equivalents to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

4.7. Disposal of Materials

If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

4.8. Workers' Compensation

Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount. Policy shall be endorsed with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law. The PEO shall endorse its workers compensation policy with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County, its employees and insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

4.9. Commercial General Liability Insurance.

The Contractor shall obtain and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain

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an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent contractors, and Subcontractors protecting itself, its employees, agents, Contractor or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as Coverages A and B. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Policy shall include either contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds.

For construction related projects, County shall be added as additional insured to Contractor's policy by both ISO Endorsements CG 20 38 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalents. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38 and CG 20 37, or their equivalents.

For non-construction projects, Contractor shall add County as additional insured by both ISO Endorsements CG 20 10 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalent. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by both ISO Endorsement CG 20 10 and CG 20 37 or their equivalents.

All commercial general liability policies shall be endorsed to provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

4.10. Motor Vehicle Liability

The Contractor shall secure and maintain during the term of the Agreement a motor vehicle liability policy with a combined single limit of no less than the amounts shown in the Required Types and Limits of Insurance Chart for bodily injury and property damage arising from the ownership, maintenance, or use of a motor vehicle. Policy shall be written with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, or with Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned vehicles). The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart. If Motor Vehicle Liability is by endorsement to another policy required in the Required Types and Limits of Insurance Chart, then the limits for Motor Vehicle Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. If

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endorsed to another policy required in the Required Types and Limits of Insurance Chart, Motor Vehicle Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.

4.11. Primary and Excess Coverage

Any insurance required may be provided by primary and excess insurance policies.

4.12. General Insurance Requirements

A. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

B. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of Work or Services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

C. **Waiver of Subrogation**. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including Workers' Compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).

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D. **County Not Liable for Paying Deductibles**. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing Work or Services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

E. **Cancellation Notices**. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

F. **Deductibles and Self-Insured Retentions**.

1. Contractors that maintain and administer a self-insured retention or a large deductible formal program exceeding the insurance requirements listed in the Required Types and Limits of Insurance Chart to fund either program may submit an exception request in accordance with the Solicitation section detailing Revisions, Addenda, Questions & Answers to be considered for this Solicitation. The request must include a summary of the program's design and funding method to manage fund deductibles or self-insured retentions. If

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additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

2. Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered.

3. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

G. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

4.13. Proof of Insurance.

A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all required policies and any changes, endorsements, or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to and any time after the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance or copies of any insurance policies required hereunder are not provided to the County upon request.

C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at

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the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

4.14. Provide Proof of Insurance

Provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct Solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy of the notice with the response.

5. Scope of Work

5.1. Materials for Water & Sewer Operations

Scope of Work

A. All materials shall be "first use", free of dents, cracks, breaks, corrosion, wear, cross threads, and all other defects.

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B. All metal items required shall be American made, and meet all American Water Works Association (AWWA) specifications.

C. Any defective item received shall be returned to Contractor at Contractor's expense.

D. All items shall be purchased in lots of box, package, bag, fill length, roll, etc., where applicable.

E. Contractor shall be able to supply all materials quoted.

F. Contractor shall deliver materials requested to central utility locations (DeBary, Orange City, DeLand, and Spruce Creek) within forty-eight (48) hours from time of order.

G. Delivery charges shall be included in submitted bid prices. Volusia County will only pay shipping charges for special order items or expedited shipping. In such cases, the Contractor shall provide documentation, from third party carrier of delivery charges.

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H. Contractor shall submit pricing for all items on Attachment A - Price Sheet. All yellow shaded boxes must be filled in to be deemed responsive and responsible. Award will be based on the total bid cost. Pricing shall be held until such time as a price redetermination is requested and approved. Contractor shall upload completed Attachment A - Price Sheet in Vendor Questionnaire 5.1.

I. Contractor shall enter a percentage discount for related items not specifically listed on Attachment A - Price Sheet but carried in inventory. The percentage discount shall be applied to pricing that would be paid by the general public.

J. Quantities listed on Attachment A - Price Sheet are estimates only and in no way represent a guarantee of future expenditures by the County.

K. Contractor shall bid on only those brand names specified. Any other brand shall require prior approval from Volusia County, by posing a question in the Question & Answer section of OpenGov in the bid before the deadline. An answer will be posted in the Question & Answer section.

In Process

L. Contractor shall have an on-line ordering system.

6. Vendor Questionnaire

1. Acknowledgements

*1.1. Acknowledgment**

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits, including construction drawings, technical specifications, and permits, if applicable. (By checking yes, vendor agrees to the attached County of Volusia Purchase Order (PO) or Master Agreement (MA) Terms and Conditions, if included with this solicitation.)
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or Contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.

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- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

☐ Yes
☐ No

*Response required

*1.2. Scope of Services Acknowledgement**

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

☐ Yes
☐ No

*Response required

*1.3. Document Upload Format Acknowledgement**

By checking yes, the Respondent acknowledges that all uploaded documents are in one of the following formats:

- Microsoft Word
- Microsoft Excel
- Adobe PDF

In Process

Any other format is not compatible with OpenGov and may render your response unreadable.

☐ Yes
☐ No

*Response required

*1.4. By checking yes, the vendor agrees to comply with the E-Verify requirements as described in this section.**

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractor. Any subcontract entered into by Contractor with any Subcontractor performing Work under this Contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

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☐ Yes
☐ No

*Response required

*1.5. Complete and upload the Federal Contract Provisions. **

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions.

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractor shall comply with the applicable sections of the Federal Contract Provisions attached.

Please download the attached document, complete, and upload.

- Federal_Contract_Provisions...

*Response required

*1.6. Insurance Acknowledgement**

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

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☐ Yes
☐ No

*Response required

*1.7. Drug-Free Workplace**

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

☐ Yes
☐ No

*Response required

*1.8. Name and Title of Authorized Agent of the Respondent**

Respondent acknowledges that the name and title of the signatory (the “Authorized Signatory”), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory and the Respondent. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

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Please provide the Complete Name and Title which shall indicate acknowledgment.

*Response required

*1.9. Conflict of Interest**

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

☐ Yes
☐ No

*Response required

*1.10. Enter explanation of the conflict of interest indicated above.**

If the response to the above question is "Yes", enter an explanation of the conflict. If the response to the above question is "No", enter N/A.

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*Response required

*1.11. Do you or any owner(s), principal(s), or officer(s) of your firm currently serve on any Volusia County board(s) or committee(s)?**

☐ Yes
☐ No

*Response required

1.12. If you indicated YES to Volusia County board/committee question above.

Please list the individual's full name(s) and the board(s) and/or committee(s) on which they serve.

*1.13. Revisions, Addenda, Questions & Answers**

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all

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information in preparing the response to this solicitation. Selecting YES will serve as confirmation of acknowledgement.

☐ Yes
☐ No

*Response required

1.14. Sales Tax Exemption Certificate Document

Please acknowledge receipt of Sales Tax Exemption Certificate Document in the next section.

- Sales_Tax_Exemption_Procedu...

2. Public Entity Crime

*2.1. Public Entity Crime Acknowledgement**

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

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By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

☐ Yes
☐ No

*Response required

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

*3.1. Acknowledgment Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency

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- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

☐ Yes
☐ No

*Response required

*3.2. Enter explanation of the 'No' response to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

*Response required

In Process

4. Scrutinized Companies Certification

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars ($1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of

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one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

*4.1. By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.' **

☐ Yes
☐ No

*Response required

5. Forms/Documentation

*5.1. Attachment A - Price Sheet**

Contractor shall upload completed Attachment A - Price Sheet here.

*Response required

*5.2. Submittal Form **

Please download the below documents, complete, and upload.

- Submittal_Form.pdf

*Response required

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5.3. Memorandum of Authority

If the Authorized Signatory identified in the Section (Name and Title of Authorized Agent of the Respondent) above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

*5.4. W-9**

Please attach current W-9 Form.

*Response required

*5.5. Proof of Insurance **

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response.

*Response required

5.6. Hold Harmless Agreement

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

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- Volusia_Hold_Harmless_Agree...

*5.7. Florida Department of State, Division of Corporations' Detail by Entity Name Report **

Florida Department of State, Division of Corporations' Detail by Entity Name Report

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

*Response required

*5.8. Certification Affidavit by Prime Contractor as Local Business**

Certification Affidavit by Prime Contractor as Local Business

By selecting 'Yes', Respondent acknowledges the local preference requirements and understand these requirements shall remain for the entire term of the agreement. Respondent further understands that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach. Vendor acknowledges that, as the Respondent:

● Vendor has been in business for a minimum of six (6) months prior to the date of this submission

● Vendor acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

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ARTICLE VI. - FINANCE | Code of Ordinances | Volusia County, FL | Municode Library

By Selecting "No" Respondent acknowledges that the firm does not have a local presence as detailed in the ordinance and local preference does not apply.

☐ Yes
☐ No

*Response required

*5.9. Certification Affidavit of Subcontractor as Local Business **

By selecting 'Yes', the Respondent acknowledges the Subcontractor local preference requirements and understand these requirements shall remain for the entire term of the agreement. The Respondent further understands that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

The Respondent certifies to the best of its knowledge and belief, that any Subcontractor/supplier in accordance with a response to this solicitation:

● Subcontractor/supplier has been in business for a minimum of six (6) months prior to the date of this submission

● Subcontractor/supplier acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

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ARTICLE VI. - FINANCE | Code of Ordinances | Volusia County, FL | Municode Library

By Selecting "No" the Respondent acknowledges that the firm does not have Subcontractors that have a local presence as detailed in the ordinance and local preference does not apply.

☐ Yes
☐ No

*Response required

*5.10. Prohibition Against Contingent Fees**

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- Prohibition_Against_Conting...

*Response required

*5.11. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes**

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Download the attached form, complete, and upload completed form.

- Volusia_Human_Trafficking_A...

*Response required

6. Additional Information

*6.1. Delivery and/or availability**

Please provide that your firm will be able to delivery within requested timeframe:

*Response required

*6.2. Do you accept electronic funds transfer (EFT)? **

☐ Yes
☐ No

*Response required

*6.3. If YES to EFT question above, provide percentage: **

If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

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*Response required

6.4. Payment Terms *

Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

*Response required

6.5. Please submit your total number of employees. *

*Response required

6.6. Are you a sole proprietor? *

A sole proprietorship is a type of business where there is no legal distinction between the owner and the business entity. It is owned, managed, and controlled by a single owner.

☐ Yes
☐ No

*Response required

6.7. Price Redetermination - Fuel*

The following information is required in order to be considered for a future price redetermination for fuel.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?

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The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

*Response required

6.8. Which fuel type does your firm use primarily: *

☐ diesel fuel
☐ gasoline
☐ other
*Response required

6.9. Price Redetermination - Materials*

The following information is required in order to be considered for a future price redetermination for materials.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

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*Response required

*6.10. References **

Please download the below documents, complete, and upload.

Please fill out the attached form completely. The County will only contact the references listed on this form. Additional project information may be provided on separate sheets, however, that information will not be used for the evaluation of any response.

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate.

Unless specifically asked by the County, the County of Volusia shall not be listed as a reference. The respondent shall provide examples of similar projects which best illustrates the Contractor's qualification for the scope of services.

- References_Form(492427)_(1)...

*Response required

7. Definitions

As used in this document, the following terms shall have the meanings set forth below:

In Process

7.1. Agreement:

This Solicitation document between the County and the awarded Contractor(s) along with any written addenda and other written documents, which are expressly incorporated by reference. May be used interchangeably with Contract.

7.2. Agreement Administrator:

The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

7.3. Bidder

That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services requested in the Solicitation. Can be used interchangeably with Proposer and Respondent.

7.4. Confidential Information:

Confidential information shall constitute information which is exempt from disclosure pursuant to Chapter 119, Public Records Law, Florida Statutes (2018), Article I, Section 24 of the Florida Constitution ("Florida Public Records Law"), Chapter 812 of the Florida Statutes (2018), and any other Florida statute

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that may provide for an exemption or the confidentiality of certain information (hereinafter "Confidential Information").Confidential Information and/or trade secrets do not include the following: (i) Information already known to or independently developed by the recipient; (ii) Information in the public domain through no wrongful act of the recipient; (iii) Information received by the party in possession from a third party the recipient; or (iv) Information regularly disclosed by the owner of the information to third parties without restriction on disclosure.

7.5. Constitutional Officers:

Shall mean, collectively, the Clerk of the Circuit Court of Volusia County, Volusia County Property Appraiser, Volusia Sheriff's Office, Volusia County Supervisor of Elections, and Volusia County Tax Collector.

7.6. Contract Price:

The total monies payable to the Contractor as consideration for completion of the Work in accordance with the Contract Documents

7.7. Contractor:

That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a Response for the purpose of obtaining business with the County and awarded an Agreement/Contract to provide the product and/or services set forth herein.

7.8. Contractor's Project Manager:

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The Project Manager has responsibility for administering this Agreement for the successful Respondent(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

7.9. Cost of the Work

The sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work.

7.10. County:

Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

7.11. County's Project Manager(s):

The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

7.12. Day:

The word "day" means each calendar day or accumulation of calendar days.

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7.13. Director:

The Director of Purchasing and Contracts for the County of Volusia, Florida.

7.14. Master Agreement:

The payment vehicle through with the successful Respondent(s) may be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time and may have a specific dollar value, which shall not be exceeded annually.

7.15. Person or Persons:

An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

7.16. Preference:

The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

7.17. Protest:

See process at www.volusia.org/purchasing.

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7.18. Purchase Order:

The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the awarded Solicitation, the terms of the Solicitation shall prevail.

7.19. Respondent:

That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services requested in the Solicitation. Can be used interchangeable with Bidder and Proposer.

7.20. Response:

A Contractor's offer to the County in response to an invitation to the Solicitation issued by a purchasing authority. Used interchangeable with Bid or Proposal.

7.21. Solicitation:

This document used to obtain bids or proposals for the purpose of entering into a Contract for certain goods and/or services from the Respondent.

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7.22. Subcontractor:

A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Contract Documents.

7.23. Work or Scope of Work

The construction and services required by the Contract Documents including all labor, materials, equipment and services incidental thereto, provided or to be provided by the Contractor to fulfill the Contractor's obligation to achieve Final Completion of the Project.

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ITB 26-B-42LS

Materials for Water and Sewer Operations
Attachment A-REV 1
Price

All yellow shaded boxes must be filled in to be deemed responsive and responsible- all others will be automatically calculated.

Percentage discount shall apply to all items not specifically listed for each category and will be remain firm throughout the term of the agreement.

Vendor: STAline Waterworks, Inc.

Item Description	Estimated Quantity	Price	Unit	Cost Extension
BLUE EXTERIOR POLYETHYLENE (MILLER, FORD)			Percentage Discount:	58.33%
1" x 100' (roll) tubing CTS, 200 PSI, SODR 9, Endot Endo Pure	22	$ 72.08	per roll	$1,585.76
2" x 100' (roll) tubing, CTS, 200 PSI, SODR 9, Endot Endo Pure	10	$ 244.58	per roll	$2,445.80
PURPLE POLYETHYLENE (REUSE)			Percentage Discount:	68.75%
1" x 100' tubing CTS, 200 PSI, SODR 9, Endot Endo Pure	10	$ 72.08	per roll	$720.80
BRASS (FORD METER BOX PRODUCT ONLY)			Percentage Discount:	51.29%
1" male poly adapter, C84-44	50	$ 23.66	per	$1,183.00
2" poly coupling, C44-77	15	$ 106.89	per	$1,603.35
2" coupling, C44-77 G	19	$ 106.89	per	$2,030.91
1" curb stop, B41-444-W	10	$ 103.53	each	$1,035.30
1" corporation stop, CC tread, F1000-4	72	$ 56.04	each	$4,034.88
U-branch assembly, 1" X 3/4" X 7 1/2 " or 1" X 3/4" U-branch GR x U48-43G-7.5 w/grip joint	72	$ 51.05	each	$3,675.60
1" X 6" Brass Nipple	25	$ 13.13	each	$328.25
3/4" X close nipple	110	$ 2.79	each	$306.90
Stainless Steel Wrap Repair Clamp for Schedule 40, C900, C905, and DIP and CI			Percentage Discount:	36.47%
3" X 15" SCH 40 PVC, full circle, Smith/Blair, FD, JCM (for class price)	4	$ 161.66	each	$646.64
8" X 15" PVC C 900, full circle, Smith/Blair, FD, JCM (fit all)	6	$ 251.37	each	$1,508.22
Repair Coupling			Percentage Discount:	43.18%
4" Dresser style, repair coupling, Class pipe or C-900, HYMAX	21	$ 285.05	each	$5,986.05
Stainless Steel Full Circle Wrap			Percentage Discount:	50.59%
3/4" X 6" Redi clamp, 2 bolt type, FD, FSC 3/4" X 6 R	15	$ 45.49	each	$682.35
Sewer Coupling			Percentage Discount:	76.47%
6" repair coupling PVC/PVC, Fernco	20	$ 12.32	each	$246.40
Meter Box			Percentage Discount:	69.18%
Double meter, C1 reader lid, black	600	$ 49.47	each	$29,682.00
Saddles (to use with PVC Class 200, C-900, and DIP. Stainless steel strap, expoy coated body)			Percentage Discount:	47.06%
6" X 1" CC Smith/Blair, JCM or FD 317	10	$ 78.09	each	$780.90
Mega Lugs (1100 & 1200)			Percentage Discount	52.94%
6" 1106	18	$ 36.71	each	$660.78
6" Flange coupling adapter for DIP, JCM, S/B 912 Epoxy coated	6	$ 274.06	each	$1,644.36
Pipe			Percentage Discount:	75.00%
PVC SDR 21, Class 200, PVC blue, ring-tite joint 20' - 6"	2000	$ 8.63	per foot	$17,260.00
PVC, Sch 40, Solvent Weld Joint 20' - 2"	1000	$ 1.40	per foot	$1,400.00
PVC, Sch 80, Solvent Weld joint 20' - 3/4"	200	$ 1.58	per foot	$316.00
PVC Sewer Pipe, ASTM 3034, SDR 35, Ring-tite joint 14' 0" - 4"	130	$ 2.19	per foot	$284.70
PVC, C-900, J-M Pipe, Blue Brute, Class 150, DR 18, Ring-tite joint 20', (Green) - 6"	100	$ 11.07	per foot	$1,107.00
US Ductile Iron Pipe, Push on, Pressure Class 350, Cement lining 18' - 6"	40	$ 40.72	per foot	$1,628.80
Gate valve (Mueller, American or appved equal)			Percentage Discount:	42.78%
6" mj g.v. resilient seat, epoxy coat, AWWA C-509	12	$ 897.24	each	$10,766.88
Valve Boxes, Manhole Ring & Cover			Percentage Discount:	70.59%
Valve box water lid 5 ¼"	10	$ 80.00	each	$800.00
Fire hydrants and extensions			Percentage Discount:	33.89%
36" bury	2	$ 2,975.66	each	$5,951.32
Backflow Preventer Wilkin (no alternate accepted).			Percentage Discount:	85.88%
3/4" backflow preventer, reduce pressure with ball valve, Wilkins 975XL	10	$ 295.29	each	$2,952.90

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Total bid cost	$103,255.85
Average percentage discount	57.49%

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Company ID Number: 408279 **Client Company ID Number:**

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the STAline Waterworks Inc (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

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

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References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: https://e-verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

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

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.

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2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system**:**

a. Notice of E-Verify Participation

b. Notice of Right to Work

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

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

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

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

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

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

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

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

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of

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the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated

verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

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

16. The Employer acknowledges that the information it receives from SSA through its Web Services

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

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

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

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

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

In Process

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

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and

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coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify**,** including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.

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

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.

12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other

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published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

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15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

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

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests

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information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

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

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

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

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

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's

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responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

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

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

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

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

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

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

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Verify verification of all existing employees within 180 days after the election.

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

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

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

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

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

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

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

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

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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

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

D. RESPONSIBILITIES OF SSA

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

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

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

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

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

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

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

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

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

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

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

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

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

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

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requirements.

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

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

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security

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Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

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

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

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

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

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

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

a. Scanning and uploading the document, or

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

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

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

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

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ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

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c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its

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development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

In Process

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

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6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.

12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

In Process

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.

5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support

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the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.

2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

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4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.

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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI
MODIFICATION AND TERMINATION

A. MODIFICATION

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

In Process

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

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

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

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

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

ARTICLE VII

PARTIES

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

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

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

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

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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

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Company ID Number: 408279 **Client Company ID Number:**

E-Verify Employer Agent. STAline Waterworks Inc (Employer) hereby designates and appoints Kronos (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

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Company ID Number: 408279 **Client Company ID Number:**

Approved by:

Employer STAline Waterworks Inc	
Name (Please Type or Print) Victoria J. Pharr	Title
Signature Victoria J. Pharr	Date 10/26/2023
E-Verify Employer Agent Kronos	
Name (Please Type or Print) Richard Buono	Title
Signature Richard Buono XXX-XX-XXXX	Date 10/26/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

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CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: Jason Painter

Title: CFO

Date: 9/4/26

In Process

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 4 day of September, 20 26 by Jason Painter, CFO *[name of officer or agent, title of officer or agent]* of STAline Waterworks, Inc. *[name of contractor company acknowledging]*, a DE *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced personally known *[type of identification]* as identification.

[Notary Seal]

DENISE KEMP
Notary Public-State of Florida
Commission # HH 813218
My Commission Expires
July 28, 2030

Denise Kemp
Notary Public

Denise Kemp
Name typed, printed or stamped

My Commission Expires: 7/28/30

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AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Volusia

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

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

Date: 9/4/26

Signed: _____

Entity: STAline Waterworks, Inc.

Name: Jason Painter

Title: CFO

In Process

Sworn to (or affirmed) and subscribed before me this 4 day of September, 2026, by Jason Painter, CFO.

DENISE KEMP
Notary Public-State of Florida
Commission # HH 813218
My Commission Expires
July 28, 2030

Notary Signature

Denise Kemp

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known X

OR Produced Identification _____

Type of Identification Produced _____

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** G.14

Department STORMWATER AND ENGINEERING **Division** CONSTRUCTION MGT AND ENGINEERING	**Amount** **Org/Account #** 2106 Fund

Subject: RESOLUTION 2026-XX APPROVING THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM PROJECT AGREEMENT (FL-PC-26-40) FOR THE DESIGN OF ST. JOE WATERWAY TRAIL PHASE I

Presenter: **Eric Gebo, Architect**

Attachments:

1. Resolution
2. Florida Inland Navigation District Project Agreement

Background:

The City would like to continue to provide affordable and enjoyable options for cultural, educational, recreation and leisure-time opportunities by moving forward with the design of St. Joe Waterway Trail Phase I.

The estimated total design cost for phase I, is $840,000 of which $420,000 was requested through FIND as part of their grant program. The City's current grant application has been reviewed by FIND and the City has been awarded $420,000 for the St. Joe Waterway Trail Phase I Project.

This agenda item is to request approval to execute a FIND waterways assistance grant program project agreement (FL-FB-26-40) for St. Joe Waterway Trail Phase I Project.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM PROJECT AGREEMENT (FL-FB-26-40) FOR THE DESIGN OF ST. JOE WATERWAY TRAIL PHASE I

RESOLUTION 2026-___
FLORIDA INLAND NAVIGATION DISTRICT PROJECT AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM (WAP) PROJECT AGREEMENT (FL-PC-26-40) FOR THE PHASE 1 DESIGN OF ST. JOE WATERWAY TRAIL PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to design St. Joe Waterway Trail Phase I; and

WHEREAS, the City of Palm Coast has applied for a grant to help defray the design costs for the above-mentioned project; and

WHEREAS, the Waterways Assistance Program (WAP) grant by the Florida Inland Navigation District (FIND) has awarded a grant to the City of Palm Coast for a 50% match of the estimated project design cost.

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

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

SECTION 2. APPROVAL OF PROJECT AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Project agreement (FL-PC-26-40) for the design of St. Joe Waterway Trail Phase I project.

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

SECTION 4. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are

severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

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

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

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” Project Agreement (Fl-PC-26-40)

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. FL-FB-26-40

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of Palm Coast, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT -** Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the St. Joe Waterway Trail Ph I. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2028 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2029. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2028, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $420,000.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this AGREEMENT unless previously

delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #25-50) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 25-45 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit H, Assistance Project Schedule. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of

payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS -** The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #25-40 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit H, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION -** The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public of DISTRICT member counties without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** – FOR LAND-BASED DEVELOPMENT PROJECTS ONLY. The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for which the PROJECT was intended for a minimum period of thirty-five (35) years from the

completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit I) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated useful life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of Palm Coast
Attention: Stormwater and Engineering Department
160 Lake Avenue
Palm Coast, FL 32164

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement

from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

30. **COUNTERPARTS AND ELECTRONIC SIGNATURES** - This document may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same CONTRACT/AGREEMENT. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed CONTRACT/AGREEMENT upon request.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

City of Palm Coast

By:_____
Title: _____

Date: _____

EXHIBIT A

Waterway Assistance Program FY2026

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	St. Joe Waterway Trail - Phase 1
Applicant:	City of Palm Coast

Project Elements *(Please list the MAJOR project elements and provide general costs for each one.)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Project Design	$ 840,000	$ 420,000	$ 420,000

****TOTALS =**	$ 840,000	$ 420,000	$ 420,000

EXHIBIT B 2026
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.007 Application Form (Repealed)
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.010 Project Agreement (Repealed)
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) “EXECUTIVE DIRECTOR” means the Executive Director of the Florida Inland Navigation District.

(10) “LIAISON AGENT” means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) “LOCAL GOVERNMENTS” means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) “MARITIME MANAGEMENT PLAN” means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) “MATCHING FUNDS” means those funds provided by the local sponsor to the project.

(14) “MEMBER COUNTY” means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) “NAVIGATION RELATED DISTRICTS” means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) “PRE-AGREEMENT COSTS” means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) “PROGRAM” means the Florida Inland Navigation District Waterways Assistance Program.

(18) “PROGRAM FUNDS” means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) “PROJECT” means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) “PROJECT AGREEMENT” means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) “PROJECT MAINTENANCE” means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) “PROJECT MANAGER” means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) “PROJECT PERIOD” means the approved time during which costs may be incurred and charged to the funded project.

(24) “PROJECT SPONSOR” means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) “PUBLIC BUILDING” means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) “PUBLIC MARINA” means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) “PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS” means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District’s waterways to serve the infrastructure needs of the District’s waterway users.

(28) “WATERWAYS” means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways. Solely for the purpose of navigation channel dredging, man-made canals shall be considered eligible waterways provided they are owned by or dedicated to a governmental entity and connect to the Atlantic Intracoastal Waterway.

(29) “WATERWAY RELATED ENVIRONMENTAL EDUCATION” means an interdisciplinary holistic process by which the

learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21, 1-26-26.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing FIND Form No. 25-15 Waterways Assistance Program Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-17820, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to ninety (90) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and

work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversly impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as boat ramp, marina or pier) will be prioritized according to the associated use. Dredging of a canal or channel not associated with another use (such as a boat ramp, marina or pier) that does not provide access to at least one publicly accessible launching, mooring or docking facility will be prioritized as "other waterway related project".

In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.

Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21, 5-14-25, 1-26-26.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference in Rule 66B-2.005, F.A.C. and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet and shall include a detailed cost estimate submitted on FIND Form No. 25-20, Waterways Assistance Program Project Cost Estimate, (effective date 1-1-25), hereby incorporated by reference and available at: https://flrules.org/Gateway/reference.asp?No=Ref-17821, and available from the District office. In addition, all applicants shall submit a complete and detailed FIND form No. 25-25 Waterways Assistance Program Project Timeline (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17822, and available from the District office.

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 25-30, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-18021, and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form 25-35 Attorney's Certification of Title (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17824, and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Prior to submitting the application to the District office, applicants shall obtain the local FIND Commissioner's initials on FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist 25-10 Waterways Assistance Program Applicant Checklist (effective date 1-1-25), hereby incorporated by reference and available at https://flrules.org/Gateway/reference.asp?No=Ref-17825, and from the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on FIND Form No. 25-10. Upon receipt in the District office, staff will review the

applications for completeness of the informational requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail or email. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using FIND Form 25-15 Waterways Assistance Program Application and Evaluation Worksheets. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application.

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14, 5-14-25.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites

and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding except that a county with a population under 250,000 according to the Florida Office of Economic and Demographic Research shall be eligible for 50% funding for navigation dredging projects. In addition, navigation dredging projects in man-made canals shall require the following:

a. the local government sponsor shall have an approved placement facility for storage, processing and/or disposal of dredged material;

b. the local government sponsor shall establish a long term dredge material management plan for the public man-made canals in its jurisdiction; and

c. the local government sponsor shall provide at least fifty percent (50%) of the required matching funds through general taxes or special assessment of the benefitted properties.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection,

b. Design, permitting, planning, engineering or surveying costs for completed construction project,

c. Restoration of sites disturbed during the construction of an approved project,

d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. Any change in such dedication shall require the prior approval of the District. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not

address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24, 1-26-26.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the project sponsor of a request for extension to the District no later than July of fiscal year two of the approved project. This request will then be considered by the District Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year. For projects in the categories of: (i) acquisition of public commercial/industrial waterway access; (ii) acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities; (iii) acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities; (iv) public fishing and viewing piers; (v) and public waterfront parks and boardwalks and associated improvements; the project agreement shall include a provision that in the event the project sponsor initiates, applies for, adopts, approves, or otherwise implements any new or expanded restrictions on public boating access in proximity to the project ("Public Boating Restrictions') during the project period, or for a period of tweny (20) years following completion of the project, without the prior written consent of the District, the project sponsor shall immediately refund the full assistance amount awarded under the agreement. Public Boating Restrictions under this rule shall include, but are not limited to, restrictions or limitations on operating, anchoring, vessel size or type, public access, mooring, or other navigational uses not previously in effect as of the date of the agreement. The distance from the project that Public Boating

Restrictions shall require a refund will be determined on a case-by-case basis taking into account the nature of the project and the distance from the channel of the Intracoastal Waterway.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on FIND Form 25-40, Assistance Program Project Quarterly Status Report, (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18986 and available from the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) FIND Form No. 25-45 Project Completion Certificate (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18987 and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21, 1-26-26.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Payment

Reimbursement Request Form and required supporting documents submitted on FIND Form No. 25-50 Payment Reimbursement Form (effective date 1-1-26), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-18988 and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11, 1-26-26.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the

District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02 Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18990 and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to $20,000 per project, not to exceed $60,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24, 5-14-25, 1-26-26.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels as defined in section 823.11, Florida Statute, within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 Small-Scale Derelict Vessel Removal Program Application (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18991 and available from the District office, and FIND Form No. 01-06 Small-Scale Derelict Vessel Removal Program – Project Cost Estimate (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18992 and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal

for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24, 1-26-26.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway

collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor:_____

Project Title:_____ Project #:_____

Source of Matching Funds: _____
_____

Amount of Matching Funds: _____
_____

I hereby certify that the above referenced project Sponsor, as of October 01, 20__, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT D

FLORIDA INLAND NAVIGTION DISTRICT

PAYMENT REIMBURSEMENT REQUEST FORM

Project Number and Project Name:	
Project Sponsor (Grantee):	
Reimbursement Request # (or final):	
Grant Amount	
Previous Total Payments	
Previous Total Retainage Held by FIND	
Available Balance	$ 0.00
Funds Requested for this Payment	
10% FIND Retainage (Unless Final)	
Check Amount	$ 0.00
Grant Amount	$ 0.00
All Payments + All FIND Paid Retainage	$ 0.00
Remaining Balance	$ 0.00

Notes for clarification of this Reimbursement Request:

SCHEDULE OF EXPENDITURES (Should correspond to Project Agreement Exhibit A)

Expense Description	Vendor Name	Check No.	Invoice #	Total Cost	Applicant Cost	FIND Cost

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20_____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT F

FLORIDA INLAND NAVIGTION DISTRICT

ASSISTANCE PROGRAM PROJECT QUARTERLY STATUS REPORT

Submitted by:	
Email:	

Project Number:	
Project Name:	
Project Sponsor (Grantee):	

1st Quarter (October to December)	Date Submitted:		5ŵẑŜ December 30th
Project Issues:			
2nd Quarter (January to March)	Date Submitted:		Due March 30th
Project Issues:			
3rd Quarter (April to June)	Date Submitted:		Due June 30th
Project Issues:			
4th Quarter (July to September)	Date Submitted:		Due September 30th
Project Issues:			

Percentage of total project completion:		Anticipated Project Completion Date:	

Please name the file attachment as follows:

Project #, Project Name, (1st, 2nd, 3rd, 4th) Quarter Report, Year
Example: DA-MI-25-499 Marine t l·ℕ⁀ Docks 4th Quarter Report 2026

FIND Form No. 25-40, 66B-2 (Effective Date: MπMπHC)

EXHIBIT G

FLORIDA INLAND NAVIGATION DISTRICT

ACH Authorization FORM

CREDIT/DEBIT AUTHORIZATION FORM

I (we) hereby authorize the Florida Inland Navigation District to initiate entries to my (our) checking /savings account at the financial institution listed below, and if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until the Florida Inland Navigation District is notified by me (us) in writing to cancel it in such time to afford the District and the financial institution a reasonable opportunity to act on it.

Project Number:	
Project Name:	

Financial Institution Information

Bank Name:			
Branch Address:			
		FL	
	City	State	Zip

Organization/Business/Agency Information

Name of Organization:			
Organization Address:			
	City	State	Zip

Name of Signer:			
Signature:		Date:	
Contact Phone #:			
Email Address:			

Financial Institution Routing Number:	

Checking/Savings Account Number:	

Federal Tax Identification Number:	

EXHIBIT H
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2026- Project Agreement Executed, Project Initiates.

DECEMBER 30, 2026- First Quarterly Report Due· Use Quarterly Status Report Form Exhibit F: https://aicw.org/grant_and_assistance_programs/waterway_assistance_programs_wap/index.php

MARCH 30, 2027- Second Quarterly Report Due.

JUNE 30, 2027- Third Quarterly Report Due.

SEPTEMBER 30, 2027- Fourth Quarterly Report Due.

DECEMBER 30, 2027- Fifth Quarterly Report Due.

MARCH 30, 2028- Sixth Quarterly Report Due.

JUNE 30, 2028- Seventh Quarterly Report Due.

NOTE: If the project <u>will not</u> be completed and all close out paperwork submitted by September 30, 2028, a request for a 1-year extension of the completion date of the project should be submitted with the June 2028 quarterly report.

SEPTEMBER 1-30, 2028- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 25-45 (Effective Date: 1-1-26), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.
6. ACH Authorization Form, Exhibit G, must be included in the closeout package for reimbursement processing.

SEPTEMBER 30, 2028 - End of Grant. All work must be completed and closeout paperwork submitted. October 2028- finish processing closeout paperwork, perform project inspection and submit final ACH reimbursement request and coordinates check presentation with sponsor.

***<u>NOTE</u>: ANY MODIFICATIONS** <u>to the PROJECT shall require advance notice and prior written approval of the District</u>. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit H may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT I

https://aicw.org/resources/logos.php



City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** .1

Department FINANCE **Division** FINANCE	**Amount** $11,000,000.00 **Org/Account #**

Subject: RESOLUTION 2026-XX AUTHORIZING A TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026 BANK LOAN FROM WELLS FARGO BANK NOT TO EXCEED $11,000,000 FOR THE PURPOSE OF ACQUIRING CERTAIN REAL PROPERTY LOCATED WITHIN THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA

Presenter: Helena Alves, CGFO,CIA,MBA, Director of Finance

Attachments:

1. Resolution
2. Taxable Non Ad Valorem Revenue Note Series 2026 Presentation

Background:

As financial advisor, HilltopSecurities assisted the City with a request for bank loan proposals (the “RFP”) to provide funding, along with other available funds of the City, for the acquisition of certain real property located within the State Road 100 Corridor Community Redevelopment Area and paying costs of issuance.

By the due date for the RFP on September 17, 2026, the City received a total of three (3) responses from the following lenders; SouthState Bank, Truist Bank, and Wells Fargo Bank.

Based upon the three (3) proposals received, Wells Fargo Bank is being recommended for the proposed loan. This is based upon the lowest proposed current taxable variable interest rate and the ability to prepay amounts drawn on the loan without penalty prior to maturity (with a 15-day notice).

Recommended Action:
APPROVE RESOLUTION 2026-XX AUTHORIZING A TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026 BANK LOAN FROM WELLS FARGO BANK NOT TO EXCEED $11,000,000 FOR THE PURPOSE OF ACQUIRING CERTAIN REAL PROPERTY LOCATED WITHIN THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA

RESOLUTION NO. 2026-___
SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE PAYMENT BY THE AGENCY TO THE CITY OF TAX INCREMENT REVENUES DERIVED FROM THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA IN AMOUNTS SUFFICIENT TO PAY DEBT SERVICE ON THE CITY'S TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026; APPROVING THE PLEDGE OF SUCH TAX INCREMENT REVENUES TO THE CITY; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast, Florida (the "City") created the State Road 100 Corridor Community Redevelopment Agency (the "Agency") pursuant to Part III, Chapter 163, Florida Statutes (the "Redevelopment Act"), as a legal entity separate, distinct, and independent from the City Council, to carry out community redevelopment within the State Road 100 Corridor Community Redevelopment Area (the "Redevelopment Area") in accordance with the State Road 100 Corridor Community Redevelopment Plan (as amended from time to time, including by the amendment approved on October 6, 2026, the "Redevelopment Plan"); and

WHEREAS, the City is acquiring certain real property located within the Redevelopment Area (the "Project"), in furtherance of the redevelopment purposes of the Redevelopment Plan; and

WHEREAS, the City has determined to finance the Project by obtaining a taxable non-revolving line of credit (the "Loan") from Wells Fargo Bank, National Association (the "Bank") pursuant to a Taxable Non-Revolving Credit Agreement between the City and the Bank (the "Loan Agreement"), as authorized by a resolution adopted by the City Council on October 20, 2026 (the "City Resolution"), and the City's obligation to repay the Loan will be evidenced by the City's Taxable Non-Ad Valorem Revenue Note, Series 2026 (the "Series 2026 Note"); and

WHEREAS, the Series 2026 Note will be payable from non-ad valorem revenues of the City budgeted, appropriated and deposited in accordance with the Loan Agreement, and the City has requested that the Agency pay to the City, from tax increment revenues deposited in the redevelopment trust fund (the "Redevelopment Trust Fund") established for the Redevelopment Area (the "Increment Revenues"), amounts sufficient to pay the principal of and interest on the Series 2026 Note and the other amounts payable by the City under the Loan Agreement; and

WHEREAS, the Redevelopment Plan, as amended, authorizes the use of Increment Revenues for the acquisition of the Project and for the payment of indebtedness incurred by the City to finance the Project, and Section 163.387(6)(c), Florida Statutes, authorizes the Agency to expend moneys in the redevelopment trust fund for the acquisition of real property in the redevelopment area and for the repayment of principal and interest on loans, advances, bonds, and any other form of indebtedness; and

WHEREAS, the obligation of the Agency under the Interlocal Agreement (as hereinafter defined) to pay Increment Revenues to the City over a period of years constitutes a "bond" within the meaning of Section 163.340(14), Florida Statutes, and a redevelopment revenue bond payable from and secured by Increment Revenues under Section 163.385, Florida Statutes, the issuance of which the City Council, as the governing body, has authorized by the City Resolution; and

WHEREAS, the City provided notice of its intent to approve the Series 2026 Note and the Interlocal Agreement by registered mail to each taxing authority which levies ad valorem taxes on taxable real property contained within the Redevelopment Area, at least 15 days before such action, pursuant to Section 163.346, Florida Statutes; and

WHEREAS, the Agency desires to enter into an interlocal agreement with the City providing for the payment to the City of amounts due on the Series 2026 Note from the Increment Revenues and the pledge of the Increment Revenues to the City (the "Interlocal Agreement"), the substantially final form of which is attached hereto as Exhibit A.

BE IT RESOLVED BY THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. AUTHORITY; FINDINGS. This Resolution is adopted pursuant to the Redevelopment Act, including Sections 163.385 and 163.387, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, and other applicable provisions of law. The recitals set forth above are incorporated herein as findings of the Agency. The Agency finds that the Interlocal Agreement, the Project and the expenditures contemplated thereby serve public purposes and are appropriate and necessary undertakings in furtherance of redeveloping the Redevelopment Area pursuant to the Redevelopment Plan.

SECTION 2. APPROVAL OF INTERLOCAL AGREEMENT. The form of the Interlocal Agreement, attached hereto as Exhibit A, is hereby approved. The Interlocal Agreement, with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Chair prior to the execution thereof, which necessity and/or desirability and approval shall be presumed by the Agency's execution of the Interlocal Agreement, shall be executed in the name of the Agency by the Chair and attested by the Secretary.

SECTION 3. OBLIGATION TO REPAY CITY.

(A) The City's issuance of the Series 2026 Note is hereby acknowledged by the Agency, and the Agency hereby confirms, consents to and accepts the terms thereof and as set forth in the City Resolution, the Loan Agreement and the Series 2026 Note.

(B) The Agency hereby covenants to fund, pay, reimburse and repay the City the amounts due under the Series 2026 Note, the City Resolution and the Loan Agreement, including payment of the principal of and interest on the Series 2026 Note. The Agency hereby pledges the Increment Revenues to the City and shall pay the amounts due hereunder from Increment Revenues or from any other funds of the Agency legally available for such purpose. To the extent that the Increment Revenues are insufficient to fully pay the principal of and interest on the Series 2026 Note all in accordance with the City Resolution and Loan Agreement, and the City has budgeted, appropriated and used any Non-Ad Valorem Revenues for the payment thereof in accordance with the terms of the Loan Agreement (an "Advance"), the Agency shall repay such Advance and pay interest on such Advance at the same interest rate due on the Series 2026 Note. The obligations of the Agency described in this Section are cumulative and shall continue until amounts due hereunder and under the City Resolution and Loan Agreement are fully paid by the Agency.

(C) The obligation to transfer the Increment Revenues to the City to pay the amounts due on the Series 2026 Note shall survive the date on which the Series 2026 Note is no longer due and owing under the Loan Agreement.

(D) Any Increment Revenues received by the Agency in excess of the amount necessary to pay the City the amounts set forth above may be retained by the Agency and used for any lawful purpose of the Agency.

(E) In order to secure its indebtedness to the City for the Series 2026 Note, the Agency hereby pledges the Increment Revenues to the City; provided, however, such pledge is junior and subordinate to the lien on the Increment Revenues securing the Agency's Redevelopment Refunding Revenue Note, Series 2014, issued pursuant to Agency Resolution No. 2014-2, as provided in the Interlocal Agreement.

(F) The Agency is presently entitled to receive the Increment Revenues to be deposited in the Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such Increment Revenues, and the Agency will diligently enforce the obligation of any Taxing Authority to appropriate its proportionate share of the Increment Revenues and will not take, or consent to or adversely permit, any action which will impair or adversely affect the obligation of each such Taxing Authority to appropriate its proportionate share of such Increment Revenues, impair or adversely affect in any manner the deposit of such Increment Revenues in the Redevelopment Trust Fund, or the pledge of such Increment Revenues hereby to the extent as described herein. The Agency and the City shall be unconditionally and irrevocably obligated so long as the Series 2026 Note is outstanding, and until the payment in full by the Agency of its indebtedness to the City for the Series 2026 Note, to take all lawful action necessary or required in order to ensure that each such Taxing Authority shall appropriate its proportionate share of the Increment Revenues as now or later required by law, and to make or cause to be made any deposits of Increment Revenues or other funds required by this Agreement.

(G) The obligations of the Agency arising under the Interlocal Agreement and this Resolution shall not constitute a general obligation or indebtedness of the Agency or a pledge of the faith and credit of the Agency, and the Agency has no taxing power. Such obligation shall mature not later than the date permitted by Section 163.385(1)(a), Florida Statutes.

SECTION 4. BUDGET. The Agency shall include in its annual budget for each fiscal year, by amendment if necessary, commencing with the fiscal year ending September 30, 2027, amounts of Increment Revenues sufficient to make the payments required under the Interlocal Agreement.

SECTION 5. FURTHER ACTIONS. The Chair, the Vice-Chair, the Executive Director, the Secretary, the Agency Attorney, and all other officers, employees and agents of the Agency are hereby authorized to take all such actions and to execute and deliver all such certificates and other documents as may be necessary or desirable to carry out the intent of this Resolution and the Interlocal Agreement.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of October, 2026.

STATE ROAD 100 CORRIDOR
COMMUNITY REDEVELOPMENT AGENCY

_____
Chair

ATTEST:

_____
Secretary

EXHIBIT A

FORM OF INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is made and entered into as of October 29, 2026 (herein, the "Agreement"), by and between the STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, a community redevelopment agency and a public instrumentality, duly created pursuant to the Community Redevelopment Act of 1969, Part III, Chapter 163, Florida Statutes, as amended (hereinafter referred to as the "Agency"), and the CITY OF PALM COAST, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as the "City");

W I T N E S S E T H:

WHEREAS, the City Council of the City (the "City Council") created the Agency pursuant to Part III, Chapter 163, Florida Statutes (the "Redevelopment Act"), as a legal entity separate, distinct, and independent from the City Council, to carry out community redevelopment within the State Road 100 Corridor Community Redevelopment Area (the "Redevelopment Area") in accordance with the State Road 100 Corridor Community Redevelopment Plan (as amended from time to time, including by the amendment approved on October 6, 2026, the "Redevelopment Plan"); and

WHEREAS, City [Resolution] [Ordinance] No. [_____] established the boundaries of the State Road 100 Community Redevelopment Area (as may be amended from time to time, the "Redevelopment Area") and approved the [State Road 100 Community Redevelopment Plan] (as amended from time to time, including by the amendment approved on October 6, 2026, the "Redevelopment Plan"), pursuant to the Redevelopment Act; and

WHEREAS, City Ordinance No. 2004-13, as amended and supplemented from time to time, established a community redevelopment trust fund the "Redevelopment Trust Fund") for the purpose of carrying out redevelopment in the Redevelopment Area pursuant to the Redevelopment Plan; and

WHEREAS, the City is acquiring certain real property located within the Redevelopment Area, as more particularly described in the Resolution (as hereinafter defined) (the "Project"), in furtherance of the redevelopment purposes of the Redevelopment Plan; and

WHEREAS, the City has determined to finance the Project by obtaining a taxable non-revolving line of credit (the "Loan") from Wells Fargo Bank, National Association (together with its successors and assigns, the "Bank") pursuant to a Taxable Non-Revolving Loan Agreement between the City and the Bank (the "Loan Agreement"), as authorized by a resolution adopted by the City Council on October 20, 2026 (the "Resolution"); and

WHEREAS, the City's obligation to repay the Loan is evidenced by the City's Taxable Non-Ad Valorem Revenue Note, Series 2026 (the "Series 2026 Note"), which matures on October

1, 2029, and which is payable from Non-Ad Valorem Revenues of the City budgeted, appropriated and deposited in accordance with the Loan Agreement; and

WHEREAS, the Redevelopment Plan, as amended on October 6, 2026, authorizes the use of tax increment revenues deposited in the Redevelopment Trust Fund with respect to the Redevelopment Area (the "Increment Revenues") for the acquisition of the Project and for the payment of indebtedness incurred by the City to finance the Project; and

WHEREAS, the City and the Agency desire to enter into this Agreement to memorialize the terms by which the Agency shall pay and/or reimburse the City for obligations incurred with respect to the Project by paying to the City, from Increment Revenues, amounts equal to the principal of and interest on the Series 2026 Note and all other amounts due and owing by the City under the Loan Agreement (as hereinafter defined); and

WHEREAS, the City provided notice of its intent to approve this Agreement and thereby authorize the Agency's pledge of the Increment Revenues to the City for payment of the Series 2026 Note, by registered mail, to each taxing authority which levies ad valorem taxes on taxable real property contained within the Redevelopment Area, at least 15 days before such action, pursuant to Section 163.346 of the Redevelopment Act; and

WHEREAS, the City and the Agency hereby determine that this Agreement, the issuance of the Series 2026 Note, the Project and the expenditures contemplated hereunder serve public purposes and are appropriate and necessary undertakings in furtherance of redeveloping the Redevelopment Area pursuant to the Redevelopment Plan; and

WHEREAS, the Increment Revenues are pledged to the payment of the Agency's Redevelopment Refunding Revenue Note, Series 2014 (the "Series 2014 Note") pursuant to Agency Resolution No. 2014-2 adopted on January 21, 2014 (the "2014 Note Resolution"), and, except with regard to the Series 2014 Note and the Agency's obligations pursuant to this Agreement, the Increment Revenues are not subject to any other pledge or lien.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into the terms of this Agreement.

2. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. In addition, the following terms shall have the following meanings:

"Fiscal Year" means the period commencing on October 1 of each year and ending on the succeeding September 30.

"Obligations" means the Series 2026 Note.

"Taxing Authority" means each public body required to appropriate and deposit increment revenues into the Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes.

3. Authority. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, the Redevelopment Act, including Sections 163.385 and 163.387 thereof, Chapter 166, Florida Statutes, and other applicable provisions of law. The obligation of the Agency under this Agreement to pay Increment Revenues to the City constitutes a "bond" within the meaning of Section 163.340(14), Florida Statutes, and a redevelopment revenue bond of the Agency payable from and secured by the Increment Revenues under Section 163.385, Florida Statutes, the issuance of which has been authorized by the City Council, as the governing body, by the Resolution, and approved by the governing body of the Agency by resolution adopted on October 20, 2026.

4. Obligation to Repay City.

A. The City's execution and delivery of the Loan Agreement and issuance of the Series 2026 Note are hereby acknowledged by the Agency, and the Agency hereby confirms, consents to and accepts the terms thereof and as set forth in the Resolution, the Loan Agreement and the Series 2026 Note.

B. The Agency hereby covenants to fund, pay, reimburse and repay the City the amounts due with respect to the Obligations, including the principal of and interest on the Series 2026 Note and all fees and other amounts payable by the City under the Loan Agreement. The Agency shall pay the amounts due hereunder from Increment Revenues or from any other funds of the Agency legally available for such purpose. To the extent that the Increment Revenues are insufficient to pay such amounts in full, and the City has budgeted, appropriated and used Non-Ad Valorem Revenues or other funds of the City for the payment thereof in accordance with the Loan Agreement (each, a "City Payment"), the Agency shall repay each City Payment, together with interest thereon from the date of such City Payment until repaid at the same interest rate borne by the Series 2026 Note. The Agency acknowledges that the entire principal amount of the Series 2026 Note is due on October 1, 2029, and that the City expects to pay such principal from the Increment Revenues or other funds of the City; any such principal paid by the City from Non-Ad Valorem Revenues or other funds of the City shall constitute a City Payment. The obligations of the Agency described in this Section are cumulative and shall continue until all amounts due hereunder are fully paid by the Agency.

C. The obligation to transfer the Increment Revenues to the City to pay the amounts due hereunder shall survive the date on which the Series 2026 Note is no longer due and owing under the Loan Agreement, until all City Payments, together with interest thereon, have been repaid to the City.

D. Any Increment Revenues received by the Agency in excess of the amount necessary to pay the City the amounts set forth above may be retained by the Agency and used for any lawful purpose of the Agency.

E. In order to secure its indebtedness to the City hereunder, the Agency hereby pledges to the City the Increment Revenues, which pledge shall be junior, inferior and subordinate in all respects to the lien on and pledge of the Increment Revenues securing the Series 2014 Note and any other note or debt obligation issued by the Agency to a lender or creditor other than the City (collectively, the "Senior Agency Notes"). The City has not pledged, and nothing herein shall be construed as a pledge by the City of, the Increment Revenues or any amounts received by the City hereunder to the payment of the Series 2026 Note or to the Bank, except to the extent the City deposits amounts received hereunder in the debt service fund established under the Loan Agreement, in which case such amounts shall be pledged as provided in the Loan Agreement.

F. The Agency is presently entitled to receive the Increment Revenues to be deposited in the Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such Increment Revenues, and the Agency will diligently enforce the obligation of each Taxing Authority to appropriate its proportionate share of the Increment Revenues and will not take, or consent to or permit, any action which will impair or adversely affect the obligation of each such Taxing Authority to appropriate its proportionate share of such Increment Revenues, impair or adversely affect in any manner the deposit of such Increment Revenues in the Redevelopment Trust Fund, or impair the pledge of such Increment Revenues made hereby. The Agency and the City shall be unconditionally and irrevocably obligated, so long as any amounts remain payable by the Agency hereunder, to take all lawful action necessary or required in order to ensure that each such Taxing Authority shall appropriate its proportionate share of the Increment Revenues as now or later required by law, and to make or cause to be made any deposits of Increment Revenues or other funds required by this Agreement.

G. The Agency shall include in its annual budget for each Fiscal Year amounts sufficient to make the payments required hereunder. To the extent any moneys remain in the Redevelopment Trust Fund at the end of any fiscal year while amounts remain payable by the Agency hereunder, the Agency shall, to the extent permitted by Section 163.387(7), Florida Statutes, apply such moneys to, or place them in escrow for, the payment of its obligations hereunder.

H. The City and the Agency acknowledge that the obligation of the Taxing Authorities to deposit increment revenues in the Redevelopment Trust Fund, and the Agency's ability to pledge Increment Revenues, are subject to the time limitations of Sections 163.387(2)(a) and 163.385(1)(a), Florida Statutes, and to the term of the Redevelopment Area.

I. So long as the Senior Agency Notes remain outstanding, the payments required of the Agency hereunder in any Fiscal Year shall be made only from Increment Revenues remaining after the Agency has made all deposits and payments then required under the Senior Agency Notes. Nothing in this Agreement shall be construed to permit any action that would impair the rights of the holder of the Senior Agency Notes.

5. Effective Date; Term; Filing. This Agreement shall take effect upon its execution by the City and the Agency. This Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, as required by Section 163.01(11), Florida Statutes, and shall remain in effect until all amounts payable by the Agency hereunder have been paid in full.

6. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

7. Applicable Provisions of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion in which any such word is used.

9. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

10. City Council Members of the City Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the Series 2026 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any City Council members of the City, as such, of the City, past, present or future, either directly or through the City it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Council members of the City, as such, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such City Council member of the City, as such, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the Series 2026 Note on the part of the City.

11. Board Members of the Agency Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the Series 2026 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any board members of the Agency, as such, of the Agency, past, present or future, either directly or through the Agency it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the board members of the governing board of the Agency, as such, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such board member of the Agency, as such, are waived and released as a condition of, and as a consideration for, the execution of this Agreement.

12. Obligations Limited. By execution of this Agreement, the Agency hereby consents to all the provisions of the Series 2026 Note, the Resolution and the Loan Agreement. The obligation to pay to the City the amounts due hereunder shall not be deemed to constitute a debt of the Agency or a pledge of the faith and credit of the Agency, but such obligation shall be payable solely from the Increment Revenues to be received by the Agency pursuant to the Redevelopment Act and from any other funds of the Agency legally available therefor. The Agency has no taxing power.

13. Amendments. This Agreement may be amended only by a written instrument approved by the City Council and the governing body of the Agency and executed by both parties, and any amendment shall be filed in the same manner as this Agreement.

14. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the Agency. Nothing in this Agreement, expressed or implied, is intended to or shall confer upon the Bank, any holder of the Series 2026 Note, or any other person any right, remedy or claim under or by reason of this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof as of the day and year first written above.

CITY OF PALM COAST, FLORIDA

(SEAL)

_____

Mayor

_____

City Clerk

STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY

_____

Chair

ATTEST:

_____

Secretary

[Signature Page to Interlocal Agreement]


HilltopSecurities
Investment Banking Solutions
CITY OF PALM COAST,
FLORIDA
TAXABLE NON-AD
VALOREM REVENUE
NOTE, SERIES 2026
STRENGTH
MOMENTUM

CITY OF PALM COAST, FLORIDA
TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

OCTOBER 20, 2026

Hilltop Securities Inc.
450 S. Orange Avenue, Suite 225
Orlando, Florida 32801

TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

- As financial advisor, HilltopSecurities assisted the City with a request for bank loan proposals (the "RFP") to provide funding, along with other available funds of the City, for the acquisition of certain acquire certain real property located within the State Road 100 Corridor Community Redevelopment Area and paying costs of issuance
- Taxable variable rate was requested for the borrowing
  - Non-revolving line of credit, taxable variable interest rate for the entire term of the loan
  - Not to exceed $15,000,000 line of credit size requested (final loan size of $11,000,000)
  - Principal due at maturity on October 1, 2029 (~3-years)
- The RFP requested the ability to prepay all or a portion of the loan without penalty
- Security for the loan includes a covenant to budget and appropriate from all legally available non-ad valorem revenues of the City
- By the due date for the RFP on September 17, 2026, the City received a total of three (3) responses from the following lenders:
  - SouthState Bank
  - Truist Bank
  - Wells Fargo Bank

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TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

- Based upon the three (3) proposals received, **Wells Fargo Bank** is being recommended for the proposed loan. This is based upon the lowest proposed current taxable variable interest rate and the ability to prepay amounts drawn on the loan without penalty prior to maturity (with a 15-day notice)
  - Advances shall bear interest at a taxable variable rate per annum equal to Daily Simple SOFR plus 0.56% (subject to adjustment as provided in the credit agreement)
  - The City can make advances on the loan in minimum amounts of $250,000 and no more than one advance per month
  - Unused (undrawn) amounts are subject to an unused fee of 0.24% per annum. If the City reduces the available commitment amount prior to the first anniversary date, the City will owe an early termination fee equal to the remaining unused fee on the reduced amount through the first anniversary (this does not apply to early prepayments)
- The proposed resolution, among other things, authorizes the execution of a credit agreement between the City and Wells Fargo Bank and authorizes the issuance of the Taxable Non-Ad Valorem Revenue Note, Series 2026 to Wells Fargo Bank in an amount not to exceed $11 million

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PRELIMINARY FINANCING SUMMARY*

TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

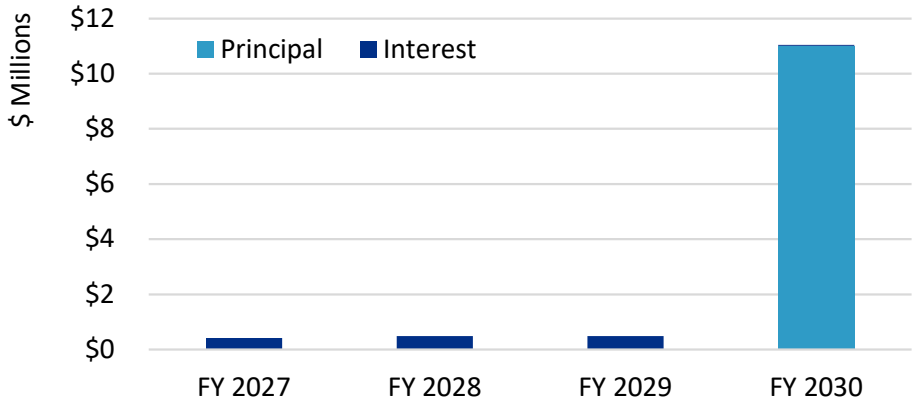
Assumptions

- Closing – October 29, 2026 (anticipated)
- Monthly Interest Payments
- Final Maturity of 10/1/2029
- Project fund deposit of up to $11,000,000
- Assumes no principal payment until final maturity of 10/1/2029

Sources and Uses

SOURCES OF FUNDS	
Principal Amount	$11,000,000
City Contribution	63,000
Total Sources of Funds	**$11,063,000**
USES OF FUNDS	
Project Fund Deposit	$11,000,000
Costs of Issuance	63,000
Total Uses of Funds	**$11,063,000**

Annual Payments through Maturity



Statistics

Final Maturity	10/1/2029
Assumed Variable Interest Rate	4.43%
Total Interest	$1,445,657
Total Debt Service	$12,445,657
Avg. Annual Debt Service	$4,258,970

**Note: Preliminary and subject to change. Assumes full draw of $11 million at closing, assumes a variable rate of 4.43% (based on market conditions of October 8, 2026) through the final maturity, and does not assume any early prepayments on the loan.*

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TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

Date	Action
Tuesday, October 20th	Authorizing Resolution Presented to City Council for Approval
Thursday, October 29th	Closing of the Taxable Non-Ad Valorem Revenue Note, Series 2026

Note: Preliminary and subject to change.

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HilltopSecurities
SM
Investment Banking Solutions

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item: .2**

Department CITY ADMINISTRATION **Division**	**Amount** **Org/Account #**

Subject: **RESOLUTION 2026-XX APPROVING THE ALLOCATION AND EXPENDITURE OF COMMUNITY REDEVELOPMENT TRUST FUNDS IN THE TOTAL AMOUNT OF $3,000,000.00 TO ASSIST IN THE CONSTRUCTION OF A YMCA RECREATIONAL FACILITY AT 1580 CENTRAL AVENUE**

Presenter: **Kyle Berryhill, Fire Chief**

Attachments:

1. Resolution
2. Lease Agreement

Background:

UPDATED BACKGROUND FROM THE OCTOBER 13, 2026, WORKSHOP MEETING:

City Council received a presentation on the item at the October 13, 2026, Workshop Meeting and provided direction. The item has an accompanying City Council Resolution.

ORIGINAL BACKGROUND FROM THE OCTOBER 13, 2026, WORKSHOP MEETING:

At a prior City Council Meeting, City Council directed staff to develop a Lease Agreement with the YMCA, which is attached to the agenda item for consideration.

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING THE ALLOCATION AND EXPENDITURE OF COMMUNITY REDEVELOPMENT TRUST FUNDS IN THE TOTAL AMOUNT OF $3,000,000.00 TO ASSIST IN THE CONSTRUCTION OF A YMCA RECREATIONAL FACILITY AT 1580 CENTRAL AVENUE

RESOLUTION 2026-__

SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY APPROVING THE ALLOCATION AND EXPENDITURE OF COMMUNITY REDEVELOPMENT TRUST FUNDS IN THE TOTAL AMOUNT OF $3,000,000.00 TO ASSIST IN THE CONSTRUCTION OF A YMCA RECREATIONAL FACILITY AT 1580 CENTRAL AVENUE; FINDING CONSISTENCY WITH THE COMMUNITY REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast, Florida, duly created the State Road 100 Corridor Community Redevelopment Agency (the "CRA") pursuant to Chapter 163, Part III, Florida Statutes (the "Act"), and the City Council serves as the governing Board of Commissioners of the CRA; and

WHEREAS, the CITY is the owner in fee simple absolute of certain real property located within the boundaries of the CRA redevelopment area at 1580 Central Avenue, Palm Coast, Florida 32164 (the "Property"); and

WHEREAS, the YMCA has expressed a desire to collaboratively develop and operate a YMCA Recreational Facility on the Property to provide recreation programs and wellness services to the citizens of Palm Coast; and

WHEREAS, Section 163.387, Florida Statutes, authorizes the expenditure of Community Redevelopment Trust Funds to finance or refinance community redevelopment undertakings and projects that assist and foster economic, recreational, and community enhancement within the redevelopment area; and

WHEREAS, the CRA Board finds and determines that contributing Three Million Dollars ($3,000,000.00) from the Community Redevelopment Trust Fund toward the construction of the YMCA Recreational Facility directly furthers the objectives and goals set forth in the SR 100

Corridor Community Redevelopment Plan; and

WHEREAS, the CRA Board desires to approve the allocation and disbursement of said funds in accordance with the multi-year funding schedule set forth herein and in the companion Lease Agreement between the City of Palm Coast and the YMCA, attached hereto and incorporated herein by reference as Exhibit "A" to this resolution; and

WHEREAS, the CRA Board finds that the allocation of these funds serves a legitimate, vital, and important public purpose for the revitalization and general welfare of the community redevelopment area and the City of Palm Coast.

NOW, THEREFORE, BE IT RESOLVED BY THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. RECITALS. The above recitals (whereas clauses) are incorporated herein, and are incorporated herein by reference, and form a material basis for this Resolution.

SECTION 2. FINDINGS OF CONSISTENCY WITH CRA PLAN. The CRA Board hereby finds and determines that providing financial assistance for the construction of the YMCA Recreational Facility located within the CRA at 1580 Central Avenue, Palm Coast, Florida 32164, is consistent with, and directly advances the public purposes and redevelopment goals of, the SR 100 Corridor Community Redevelopment Plan adopted pursuant to Chapter 163, Part III, Florida Statutes.

SECTION 3. APPROVAL AND ALLOCATION OF CRA TRUST FUNDS.. The CRA Board hereby approves the allocation and expenditure of Community Redevelopment Trust Funds in an aggregate total amount not to exceed Three Million Dollars ($3,000,000.00) in accordance with the attached Lease Agreement attached and referenced as Exhibit A.

SECTION 4. AUTHORIZATION OF CRA OFFICERS. The Chair, Vice Chair, Executive Director and proper officers of the CRA are hereby authorized and directed to execute any supporting administrative documents necessary to effectuate the expenditure authorized by

this Resolution.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Resolution.

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

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

DULY PASSED AND ADOPTED by the City Council of City of Palm Coast, Florida, on this 20th day of October 2026

ATTEST:

STATE ROAD 100 CORRIDOR
COMMUNITY REDEVELOPMENT AGENCY

_____
KALEY COOK, SECRETARY

_____
MICHAEL NORRIS, CHAIR

Attachment: Exhibit "A" City of Palm Coast Lease Agreement with the YMCA



AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this____ ____day of_____, 2026, the "Effective Date", by and between the **CITY OF PALM COAST**, a Florida municipal corporation, whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, hereinafter referred to as "**CITY**," and the **VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC**. ("**YMCA**") a Florida non-profit corporation, whose address is 761 E. International Speedway Blvd, Deland, FL 32724. CITY and YMCA shall be collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the YMCA has expressed a desire to provide a YMCA Recreation Facility and its services to the Citizens of City of Palm Coast; and

WHEREAS, the following recitals are true and constitute a material inducement to the CITY to enter into this Lease agreement:

WHEREAS, The CITY is the owner in fee simple absolute of certain property located at 1580 Central Avenue, Palm Coast, Florida 32136; and

WHEREAS, the YMCA desires to collaboratively develop the property in conjunction with CITY into a YMCA Recreational Facility located at 1580 Central Avenue, Palm Coast, Florida 32164.

WHEREAS, the YMCA has expressed a willingness to build and operate a YMCA for the purpose of allowing public use of the facilities and programs in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the City Council of the City of Palm Coast finds and determines that a public purpose would be met by assuring the public of the benefits of healthy and wholesome recreation programs for all ages provided by the YMCA for the benefit of the Palm Coast community; and

WHEREAS, the parties desire to agree to certain terms and conditions relative to the collaborative development of a YMCA on the property; and

WHEREAS, this Agreement serves a legitimate and important public purpose; and

WHEREAS, this Agreement conforms with all applicable provisions of State law and the Charter, codes and ordinances of CITY.

NOW, THEREFORE, in consideration of the premises, mutual covenants, agreement and promises herein contained, the parties hereby covenant and agree as follows:

SECTION 1. RECITALS. The following recitals are true and constitute a material inducement to the CITY to enter into this Lease Agreement: The Parties hereby acknowledge that the YMCA shall be the lessee under the Lease Agreement. The CITY is the owner in fee simple absolute of certain property located at 1580 Central Avenue, Palm Coast Florida, 32164, ("Property") and is more particular described in Exhibit "A," attached hereto and made a part of this Lease Agreement. The CITY is agreeable to leasing the underlying land to the YMCA, and the YMCA hereby agrees to lease said land from the CITY and to construct, own, and operate a YMCA Recreational Facility (along with any future improvements) situated thereon, with such facility to be owned exclusively by the YMCA. The Parties will collaborate together to develop a YMCA Recreation Facility on the Property and any future development proposals or construction must be approved by the CITY. It is intended that CITY will permit the YMCA to operate the YMCA Recreational Facility once it is developed subject to the lease that sets forts all terms and conditions of use and compensation to the CITY in the amount of ONE DOLLAR ($1.00) per year. The City Agrees to contribute two hundred fifty thousand dollars ($250,000.00) from State appropriations toward the construction and development of the YMCA Recreational Facility. In addition, the City agrees to contribute two million dollars ($2,000,000.00) in fiscal year 2027, five hundred thousand dollars ($500,000.00) in fiscal year 2028, and five hundred thousand dollars ($500,000.00) in fiscal year 2029 towards the construction of the YMCA Recreation Center. Each payment will be received by the YMCA on April 1st of the designated fiscal year. The CITY finds that such activities serve a public purpose for the betterment of the citizens of the CITY.

(A) Notwithstanding anything to the contrary contained herein, the CITY's obligations under this Lease Agreement including but not limited to the disbursement of any CITY funding contributions set forth above are expressly contingent and conditional upon the YMCA entering into a binding, fully executed agreement with the Flagler County School District (the "School District"). Pursuant to said agreement, the School District must commit to contribute a minimum financial sum of Three Million Dollars ($3,000,000.00) toward the construction, development, or operation of the YMCA Recreational Facility. In the event the YMCA fails to execute such an agreement and secure the School District's $3,000,000.00 financial commitment within 30 days of the effective date of this Agreement, this Lease Agreement shall automatically terminate, and neither Party shall have any further obligation or liability hereunder.

SECTION 2. TERM OF LEASE. The term of the lease shall be for thirty-five (35) years, commencing on the 1st day of ~~Month~~November 1, 2026, and extending until midnight on ~~Month~~ October 31, 2061, and for any additional period of time during which the property and YMCA Recreational Facility is leased by the YMCA.

SECTION 3. USE OF THE PROPERTY.

(A) CITY agrees that the YMCA shall use the Property exclusively for the construction, operation, and maintenance of a YMCA Recreation Facility. The YMCA Recreation Facility shall mean the approximately 464,000+/- square foot facility and all related improvements, which includes, but is not limited to, an Olympic-size swimming pool, family pool, wellness center, sports gym, locker rooms, childcare area, group exercise rooms, kids zone, and all related amenities. No other use shall be permitted without prior written consent of the City. YMCA shall comply with all federal, state, and local laws, rules and regulations applicable to developing a YMCA Recreational Facility and for the use of the Property. Parties hereto agree to coordinate any special events and/or programs within their operations, subject to the terms and conditions contained herein. The YMCA shall apply for all necessary construction and development permits for the YMCA facility, swimming pool, and all planned amenities within six (6) months of the effective date of this A~~a~~greement, and shall have all such facilities fully constructed, operational, and open to the public within three (3) years of the date of the permit application unless both parties to this agreement mutually agree in writing to extend either above date. Failure to have the YMCA Recreation Facility fully constructed,

operation, and open to the public within the specified three (3) year timeline (or any mutually agreed-upon written extension) ~~to meet these requirements~~ shall constitute a material default under this Lease. In the event of such default, the YMCA shall refund and repay to the City the entire three million two hundred fifty thousand dollars ($3,250,000.00) contributed under this agreement within thirty (30) days of written notice from the City.

(B) The CITY may use the YMCA Recreational Facility or any portion thereof and its parking area at no cost for Official City Activities, provided the City Preschedules the use with the YMCA and it does not conflict with existing YMCA events or prior commitments/programs. Administrative and technical personnel from the YMCA's staff will be made available to the CITY for these activities. Any city requirement in excess of normal staffing and resources of YMCA shall be paid by the CITY.

(C) **FLAGLER COUNTY SCHOOL DISTRICT RIGHTS AND EXCEPTIONS**. The YMCA shall grant the Flagler County School District ("District") perpetual usage rights for Physical Education programming and District-sanctioned sports team practices and competitions pursuant to a separate agreement between the District and the YMCA.

(D) **YOUTH CLUB ACCESS.** The YMCA shall permit youth sports clubs located within the City of Palm Coast to access the facility for practices and sporting events at nominal rates, subject to scheduling availability and prior coordination with the YMCA. For the purpose of this Agreement "nominal" or "nominal rates" shall mean a minimum fee charged exclusively to cover the actual cost for the YMCA to provide the service, limited strictly to direct, out-of-pocket operational expenses incurred (including, but not limited to, incremental staffing for supervision/security, direct utility usage during event hours, and post-event cleaning supplies and labor.) Nominal rates shall strictly exclude commercial markups or standard market rental rates, provided that a reasonable allocation for direct facility wear-and-tear or minor administrative tracking may be included but shall strictly exclude any profits margins, commercial mark-ups, or standard market rental rates.

(E) **SCHEDULE OF OPERATIONS.** The YMCA Management will determine the hours of operation of the Palm Coast YMCA. The same shall be in accordance with nationwide and local YMCA practices and policies.

(F) **CONCESSIONS**. The YMCA may, but shall not be required to, dispense food and/ ~~or~~/or drink on the Premises for consumption by users of the YMCA facilities.

(G) **PARKING.** The YMCA will share a parking lot with the Stage at Town Center. The City will provide notice of 14 calendar days of all scheduled special events at the Stage. Notwithstanding the foregoing, if the parking lot (or any portion thereof) is located within the legal description of the Property leased to the YMCA under this Lease Agreement, the YMCA shall be solely responsible for the operation, management, repair, and all maintenance of the parking lot (or the portion thereof within said legal description) at its sole expense.

(H) **FEES**. The right to set and control fees charged to members and non-members by the YMCA shall remain with the YMCA and shall not be within the control or directive of the CITY.

(I) **COMPATIBILITY.** The YMCA agrees to operate, maintain and promote the operation and maintenance of the facility in a manner consistent with nationwide and local YMCA policies and practices. The YMCA's operation of the facility shall be in accordance with applicable CITY regulations. The YMCA further agrees to comply with the reasonable request of the CITY pertaining to the operation and promotion of the facility in order to provide for the safety of YMCA members and the public. YMCA agrees that its operation of the facility as a YMCA facility will not unreasonably interfere with the use of the contiguous park area by members of the general public or by the CITY. It is the Parties' intention that the operation of the facility will be compatible with the Parks and Recreation programs of the CITY and/ or programs within their operations. Nothing in this Lease Agreement shall prohibit the CITY from providing any and all programming it deems necessary to meet the needs of the Palm Coast community. YMCA agrees that it will not discriminate in its hiring or promotional practices.

(J) **ADDITIONAL TAXES**. The Parties acknowledge that as a YMCA facility, YMCA presently enjoys a tax exempt status, however, to the extent the same may be applicable, YMCA shall pay all taxes, including all personal property taxes, all real property taxes, leasehold improvement and/or leasehold interest taxes, sales taxes which may be assessed against or arise by reason of YMCA's leasing of the Demised Premises or its operation of the facilities as a YMCA facility.

SECTION 4. YMCA ADDITIONS AND IMPROVEMENTS. The YMCA shall not, without first obtaining the written consent of the CITY, through the City Manager, make any alterations, additions or improvements (collectively, "Alterations") in, to or about the Property, except as stated herein. Unless the Alterations affect the Properties common facilities or systems or would otherwise require a building permit, CITY shall not unreasonably withhold or delay its consent to non-structural or non-mechanical Alterations. YMCA may perform minor Alterations that would be considered exclusively cosmetic improvements, having no impact on the structure or the mechanical systems, such as painting, carpet, and/or window coverings, without the prior consent of the CITY. Except as stated herein, all Alterations to the Property shall be subject to review for compliance and written approval by the CITY prior to such Alterations being made.

(A) Prior to making any Alterations, YMCA shall submit to CITY detailed plans and specifications for Alterations. All Alterations shall be accomplished in accordance with the following conditions:

1. For all contemplated Alterations to the components of the building and surrounding site improvements of the Property, YMCA shall obtain written approval from the City Manager.

2. YMCA shall apply for and obtain such permits as may be required under the Land Development Code of the City of Palm Coast, Florida and other governing entities, if applicable. YMCA shall provide performance and payment bonds equal to the value of all contracts for improvements naming the CITY as an insured.

3. YMCA shall do all things necessary to prevent the filing of any liens for work, labor, services or materials performed or supplied or claimed to have been performed or supplied to YMCA, or anyone holding the Property, or any part of them, through or under YMCA. If any claim of lien is filed, YMCA shall have it canceled of record within thirty (30) days after the date of the filing or, if YMCA in good faith determines that the lien should be contested, YMCA shall furnish security to release the claim of lien as a lien against the property and to prevent any foreclosure, pending resolution of the contest.

4. If YMCA does not release the claim of lien, the CITY may, but shall not be obligated to, release the claim of lien either by paying the amount claimed to be due or by procuring the release of claim

of lien by giving security or in such other manner as may be prescribed by law. YMCA shall repay to the CITY all sums disbursed or deposited by the CITY pursuant to the foregoing provisions of this paragraph, including the CITY's cost, expenses and attorneys' fees reasonably incurred in connection therewith as additional rent hereunder on demand. Nothing contained herein shall imply any consent or agreement of the CITY to subject their interests to liability under any mechanics' or other lien law whether or not the performance or the furnishing of such work, labor, services, or materials to YMCA or anyone holding the Property, or any part of them, through or under YMCA has been consented to by the CITY.

SECTION 5. MAINTENANCE AND REPAIRS TO PROPERTY.

(A) YMCA MAINTENANCE RESPONSIBILITY.

1. YMCA shall be responsible for all costs, expenses and obligations related to day-to-day operations, repairs, replacements, and all routine maintenance necessary to develop and maintain the components of the YMCA Recreational Facility, including but not limited to day-to-day, routine maintenance, janitorial and cleaning services, electric, water, and sanitary sewer services, telecommunications services, and maintenance of the surrounding grounds areas within the YMCA Recreational Facility which may arise or become due during the term of this Lease Agreement. Ground maintenance shall include but not be limited to mowing, edging, landscaping and any necessary replacement thereof, irrigation and irrigation system, and tree trimming within the Property. YMCA shall be responsible for the routine maintenance of parking areas, drives and sidewalks, including but not limited to the grass/tree median areas throughout the parking lot area. It shall be the responsibility of the YMCA to notify the CITY of any necessary repairs to the parking areas, drives and sidewalks, as described hereinabove.

2. It shall be the responsibility of the YMCA to keep the Property clean, sanitary, and free from trash and debris. The complete upkeep and maintenance shall be borne by YMCA and YMCA agrees to maintain the Property in accordance with the terms and conditions of this Lease Agreement, continuing service agreements, if any, the City's Land Development Code and consistent with prudent, well-reasoned maintenance procedures and techniques.

3. Notwithstanding any language to the contrary, the Parties agree that the YMCA shall be solely responsible for the routine, ongoing maintenance of the Property to the reasonable standards established by, and to the satisfaction of, the CITY, judged by the standards established in other facilities of similar nature in the local area and as set forth in this Lease Agreement. The CITY shall have reasonable access to the Property during normal operating hours for purposes as set forth herein, and shall timely give YMCA written notice of any maintenance deficiency along with a time period of sixty (60) calendar days from date of notice to correct such deficiency.

SECTION 6. SIGNS. YMCA, at YMCA's expense, shall have the right to place upon the Property such signs or signs as may be necessary to designate the Property. Such signs shall be maintained in good condition and repair at all times by the YMCA, at YMCA's expense, and shall comply with all zoning and sign requirements of the City of Palm Coast. All permits necessary for such signs shall be obtained by YMCA at YMCA's expense.

SECTION 7. **UTILITIES SERVICES.** YMCA shall be responsible for all utility services and shall maintain an individual account with all the various providers. YMCA shall be responsible for arranging access to and all fees associated with telecommunications services, including but not necessarily limited to, telephone service, fire and security system monitoring, facsimile, and internet connection.

SECTION 8. **ASSIGNMENT AND SUBLEASING.** YMCA shall not sell, assign, sublet or in any manner transfer this Lease Agreement or any estate or interest thereunder and shall not sublet the Property or any part thereof, without prior written consent of the CITY in each instance, which consent may be withheld for any reason. The consent by the CITY to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Should YMCA assign or attempt to assign this Lease Agreement or sublet any portion of the Premised without prior written consent of the CITY, this Lease Agreement shall be terminated forthwith, without prior notice to YMCA. No consent to assignment or encumbrance shall constitute a waiver of the provisions of this Section. However, nothing in this Section shall prohibit YMCA from engaging independent vendors, contractors, or concessionaires to provide ordinary goods, services, or programs (including, but not limited to, food/beverage concessions, athletic coaching, or health services) to facility members and the public *within* the YMCA facility, provided

that such arrangements are structured strictly as operational licenses rather than real estate subleases or assignments, grant no permanent or exclusive land rights, and fully comply with all prohibited use restrictions outlined below in section 8 (A).

(A) Prohibited Commercial and Operational Uses: Notwithstanding any other provision of this Lease Agreement to the contrary, neither YMCA nor any permitted vendor, licensee, concessionaire, or other party shall use, or permit the Property, the facility, or any improvements thereon to be used for, any of the following commercial or operational activities:

(1) Regulated Retail & Controlled Substances: Smoke shops, vape shops, tobacco-related retail establishments, dispensaries, or businesses engaged in the retail sale, distribution, or marketing of THC, delta-8, cannabis, or any psychoactive hemp-derived products.

(2) Alcohol & Adult Beverages: Any retail sale or commercial distribution of alcoholic beverages of any kind (including bars, taverns, lounges, and package sales).

(3) Firearms & Weapons: Gun shops, firearm sales, ammunition sales, or indoor/outdoor shooting ranges.

(4) General Compliance Mandate: Any use, operation, or activity that is prohibited or restricted by zoning regulations, local municipal ordinances, Community Development District (CDD) regulations, or any applicable State of Florida or Federal laws and regulations.

SECTION 9. PUBLIC RECORDS COMPLIANCE. YMCA, when acting on behalf of the CITY for rehabilitation and completion of the improvements provided for herein, shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(A) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(B) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D) Meet all requirements for retaining public records and transfer to the CITY, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

SECTION 10 .DEFAULT, REMEDIES, AND ABANDONMENT.

(A) **Events of Default**. The following shall be considered "Events of Default":

Unless otherwise stated herein, YMCA's failure to perform, or YMCA's material violation or material breach of, any of the terms, covenants, or conditions of this Lease Agreement, which said failure, violation or breach shall continue un-remedied by YMCA for a period of sixty (60) days after CITY has delivered written notice thereof to YMCA. YMCA shall take immediate steps to remedy the breach and shall diligently pursue such steps until completed and reasonably accepted by the CITY. No default as set forth under this Section shall be deemed to continue if and so long as YMCA diligently proceeds to cure in good faith or is delayed in or prevented from curing by facts or circumstances beyond YMCA's control. If said failure, violation or breach continues after the expiration of a reasonable time to cure, as provided herein, then the CITY may terminate YMCA's right to possession of the Premises and enter the Premises and remove all persons, furniture and equipment located therein, and may seek any and all other remedies available to the CITY by statute or law.

(B) **Effect of an Event of Default and Remedies of the City**. Upon the occurrence of any Event of Default, as a result thereof and without other action by CITY, CITY shall have the following options:

1. Declare the rights of YMCA under this Lease Agreement terminated, and thereafter recover possession of the Premises and remove all persons, furniture and equipment located therein through legal process;

2. Pursue any other remedies available at law or in equity to City on account of the Event of Default. City agrees to use reasonable efforts to mitigate damages on account of any default by YMCA. All of the remedies herein before given to City and all rights and remedies given to it by law and equity shall be cumulative and concurrent. The taking or recovering of the Demised Premises shall not deprive City of any of its remedies or actions against YMCA for rent or any and all other sums due, nor shall the bringing of any action for rent or for breach or default under any term, condition or covenant, or the resort to any other remedy herein provided for the recovery of rent, be construed as a waiver of the right to obtain possession of the Demised Premises.

3. The Parties hereto agree that for purposes of this Lease Agreement, the determination of the materiality of any violation or default shall be governed by Florida law and shall include the following criteria:

a. The extent to which the injured party will be deprived of the benefit which can reasonably be expected;

b. The extent to which the injured party can be adequately compensated for the part of the benefit of which the injured party will be deprived;

c. The extent to which the breaching party will suffer forfeiture;

d. The likelihood that the breaching party will cure; and

e. The extent to which the behavior of the breaching party comports with the standards of good faith and fair dealing.

(C) Abandonment. If the CITY has actual knowledge YMCA has abandoned the Premises, or the CITY reasonably believes YMCA has been absent from the Premises for a period of thirty (30) consecutive days then the CITY may serve written notice of abandonment upon YMCA, and after ten (10) days have elapsed since service of such notice, then the CITY may declare this Lease Agreement abandoned and shall, in such event, make reasonable efforts to relet the Premises. Damages shall include but shall not be limited ~~toall~~to all actual damages suffered by the CITY until the Premises is relet, including reasonable expenses incurred in reletting or in attempting to relet.

(D) Reversion Upon Vacation. If the YMCA ceases operations and vacates the Premises at any time, all improvements, including the building, swimming pool, and any fixtures, shall immediately revert to the ownership of the CITY at no cost to the CITY. The YMCA shall execute any documents necessary to effectuate such transfer and shall ensure the property is free of liens or encumbrances at the time of reversion.

(E) **City's Right to Cure Mortgage Default.** The CITY shall have the absolute right, but not the obligation, to cure any default by YMCA under any mortgage, deed of trust, or other security instrument encumbering the leasehold interest or Premises. The CITY may exercise this right to cure within thirty (30) days after receiving notice of default, or prior to the expiration of the mortgagee's applicable cure period, whichever is later.

(G) **Condition of Mortgage; Lender Notice Covenant.** Any mortgage, deed of trust, or security instrument placed upon the leasehold interest shall expressly require the mortgagee/lender to deliver a duplicate copy of any notice of default or notice of acceleration directly to the CITY simultaneously with its delivery to YMCA. Any leasehold mortgage that fails to include or provide for this direct notice requirement shall be deemed an unauthorized encumbrance and a material default of this Lease Agreement.

SECTION 11 .LOSS OR DESTRUCTION OF YMCA RECREATIONAL FACILITY. If the YMCA Recreational Facility becomes, as a practical matter, totally untenantable ~~able~~ after a casualty loss such as fire, storm, explosion, earthquake, or other casualty loss, this Lease Agreement shall be at an end from such time, except for the purpose of enforcing rights and obligations that may have then accrued under this Lease Agreement, including but not limited to, the payment of insurance claims, indemnity, and any remaining rental credit. The rental shall then be accounted for between the City and YMCA up to the time of such loss or destruction of the YMCA Recreational Facility, YMCA paying up to such date and the City crediting to YMCA the rents collected beyond such date, if any. Should only a part of the YMCA Recreational Facility be rendered untenantable, the rental minus any rental credit shall abate in the proportion which the injured bears to the whole YMCA Recreational Facility, and such part so damaged shall be restored by the

~~City~~ YMCA , at YMCA's sole cost and expense, as speedily as practicable, after which the full rent minus any rental credit shall recommen~~ced~~ and the Lease Agreement shall continue according to its terms.

SECTION 12 .AS-IS CONDITION. YMCA, being the occupant of the Property pursuant to this Lease, acknowledges that it will accept and occupy the Property under this Lease Agreement in "AS IS" condition as the Property exists on the date of this Lease Agreement, and that CITY shall have no obligation to improve, repair or prepare the Property, prior to the Commencement Date or, except as otherwise expressly set forth in this Lease Agreement, after the Commencement Date, for occupancy by YMCA under this Lease Agreement. YMCA ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE SUITABILITY OF THE PROPERTY FOR THE CONDUCT OF YMCA USES THEREON.

SECTION 13. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party hereto. The obligations of the YMCA shall not be obligations of CITY and the YMCA shall ensure that no liens, of any type or nature whatsoever, are placed upon the property.

SECTION 14. CITY'S RIGHT TO STRICTLY ENFORCE. Any law, usage or custom to the contrary notwithstanding, CITY shall have the right at all times to enforce all terms, conditions and covenants hereof in strict accordance herewith, notwithstanding any conduct or custom on the part of the CITY in refraining from so doing at any time or times. Further, the failure of CITY at any time or times to enforce its rights hereunder strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to any specific term, condition or covenant hereof, or as having in any way or manner modified the same.

SECTION 15. NOTICES.

(A) Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, or (2) upon receipt of

such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall specify by written notice to the other party delivered in accordance with.

YMCA: Volusia/Flagler Family Young Men's Christina Association, Inc.
Attn: Christopher J. Seilkop, President & CEO
Address: 761 E International Speedway Blvd
Deland, FL 32724

CITY: City of Palm Coast
Attn. City Manager
160 Lake Avenue
Palm Coast, Florida 32164

(B) The parties may change the person or notice address for the provisions of this section by providing notice of same as set forth in this Agreement.

SECTION 16. RECORDATION. This lease shall not be recorded by YMCA without the consent of the CITY.

SECTION 17. WASTE. YMCA agrees to commit or suffer no act that would result in damage to or waste of the Property.

SECTION 18. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be affected. To that end, the terms of this Agreement are declared severable.

SECTION 19. PARTIES NOT PARTNERS. It is expressly understood that neither the CITY nor YMCA shall be construed or held to be a partner or associate of the other in the conduct of their respective business. The relationship between the Parties hereto is and shall remain at all times that of Landlord and tenant.

SECTION 20. **INDEMNIFICATION.**

(A) YMCA shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage

to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of YMCA, its agents, servants, officers, officials, employees, or subcontractors.

(B) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statues.

(C) In claims against any person or entity indemnified under this Section by an employee of the YMCA or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the YMCA or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(D) The execution of this Agreement by the YMCA shall obligate the YMCA to comply with the indemnification provision in this Agreement, however, the YMCA must also comply with the provisions of this Agreement relating to insurance coverages.

SECTION 21. INSURANCE. Without limiting any of the other obligations or liabilities of YMCA, YMCA shall provide, pay for, and maintain in force, throughout the term of this Lease Agreement, the insurance coverages set forth in this Section:

(A) COMPREHENSIVE. YMCA shall maintain Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, together with $1,000,000 in Excess (Umbrella) Liability insurance over and above the underlying general liability limits.

(B) ADDITIONAL INSURED. The policy(ies) shall name the CITY as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the CITY thirty (30) days prior written notice, except for nonpayment of premium which, by law, is ten (10) days notice. The insurance shall be evidenced by a certificate in a form acceptable to the CITY, stating the amount of any "deductible" written by an insurance company with a minimum rating of A+, to the CITY and a copy of

the policy or certificate of insurance shall be delivered to the CITY prior to the commencement of this Restated Lease Agreement.

(CB) FAILURE TO PROCURE. In the event YMCA fails to procure the insurance required herein, the CITY may, but shall be under no obligation to, procure insurance in which event YMCA agrees to pay the CITY, in addition to rent, the amount of the premium on the first day of the month following the month in which the CITY notifies YMCA of the amount of the premium due.

SECTION 22. **APPLICABLE LAW.**

(A) This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the law of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

(B) Time is of the essence in the performance of this Agreement.

SECTION 23. NONDISCRIMINATION. The YMCA agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The YMCA, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

SECTION 24. FURTHER DOCUMENTS. Each of the Parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purpose of this Agreement.

SECTION 25. FAILURE TO ENFORCE NOT WAIVER OF RIGHT. Failure by CITY to enforce any provision contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto.

SECTION 26. FORCE MAJEURE. The CITY's obligations hereunder shall be subject to the concept of force majeure. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, civil disobedience, geologic subsidence, electrical failure, malfunctions, and events of a similar nature, the CITY shall be excused from providing continual utility service until the cause or causes thereof have been remedied.

SECTION 27. HEADINGS/CAPTIONS. Section headings and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, or any provision hereto.

SECTION 28. INTERPRETATION. The CITY and the YMCA agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both Parties have contributed to the drafting of this Agreement.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same document.

SECTION 30. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between Parties relating to the subject matter of this Agreement. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the City Council of the CITY and the YMCA and executed by all Parties to this Agreement in a formal Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC	**CITY OF PALM COAST**
By: _____	By:_____
Print:_____	Print:_____
Title: _____	Title:_____
Date:_____	Date:_____

EXHIBIT “A”

EXHIBIT A

Legal Description of Parcel 06-12-31-5825-00000-0200

Lot 20, of the subdivision plat of Town Center at Palm Coast Phase 2, according to the plat thereof, as recorded in Map Book 35, Pages 63 through 68, of the Public Records of Flagler County, Florida



AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this____ day of_____, 2026, the "Effective Date", by and between the **CITY OF PALM COAST**, a Florida municipal corporation, whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, hereinafter referred to as "**CITY**," and the **VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC**. ("**YMCA**") a Florida non-profit corporation, whose address is 761 E. International Speedway Blvd, Deland, FL 32724. CITY and YMCA shall be collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the YMCA has expressed a desire to provide a YMCA Recreation Facility and its services to the Citizens of City of Palm Coast; and

WHEREAS, the following recitals are true and constitute a material inducement to the CITY to enter into this Lease agreement:

WHEREAS, The CITY is the owner in fee simple absolute of certain property located at 1580 Central Avenue, Palm Coast, Florida 32136; and

WHEREAS, the YMCA desires to collaboratively develop the property in conjunction with CITY into a YMCA Recreational Facility located at 1580 Central Avenue, Palm Coast, Florida 32164.

WHEREAS, the YMCA has expressed a willingness to build and operate a YMCA for the purpose of allowing public use of the facilities and programs in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the City Council of the City of Palm Coast finds and determines that a public purpose would be met by assuring the public of the benefits of healthy and wholesome recreation programs for all ages provided by the YMCA for the benefit of the Palm Coast community; and

WHEREAS, the parties desire to agree to certain terms and conditions relative to the collaborative development of a YMCA on the property; and

WHEREAS, this Agreement serves a legitimate and important public purpose; and

WHEREAS, this Agreement conforms with all applicable provisions of State law and the Charter, codes and ordinances of CITY.

NOW, THEREFORE, in consideration of the premises, mutual covenants, agreement and promises herein contained, the parties hereby covenant and agree as follows:

SECTION 1. RECITALS. The following recitals are true and constitute a material inducement to the CITY to enter into this Lease Agreement: The Parties hereby acknowledge that the YMCA shall be the lessee under the Lease Agreement. The CITY is the owner in fee simple absolute of certain property located at 1580 Central Avenue, Palm Coast Florida, 32164, ("Property") and is more particular described in Exhibit "A," attached hereto and made a part of this Lease Agreement. The CITY is agreeable to leasing the underlying land to the YMCA, and the YMCA hereby agrees to lease said land from the CITY and to construct, own, and operate a YMCA Recreational Facility (along with any future improvements) situated thereon, with such facility to be owned exclusively by the YMCA. The Parties will collaborate together to develop a YMCA Recreation Facility on the Property and any future development proposals or construction must be approved by the CITY. It is intended that CITY will permit the YMCA to operate the YMCA Recreational Facility once it is developed subject to the lease that sets forts all terms and conditions of use and compensation to the CITY in the amount of ONE DOLLAR ($1.00) per year. The City Agrees to contribute two hundred fifty thousand dollars ($250,000.00) from State appropriations toward the construction and development of the YMCA Recreational Facility. In addition, the City agrees to contribute two million dollars ($2,000,000.00) in fiscal year 2027, five hundred thousand dollars ($500,000.00) in fiscal year 2028, and five hundred thousand dollars ($500,000.00) in fiscal year 2029 towards the construction of the YMCA Recreation Center. Each payment will be received by the YMCA on April 1st of the designated fiscal year. The CITY finds that such activities serve a public purpose for the betterment of the citizens of the CITY.

(A) Notwithstanding anything to the contrary contained herein, the CITY's obligations under this Lease Agreement including but not limited to the disbursement of any CITY funding contributions set forth above are expressly contingent and conditional upon the YMCA entering into a binding, fully executed agreement with the Flagler County School District (the "School District"). Pursuant to said agreement, the School District must commit to contribute a minimum financial sum of Three Million Dollars ($3,000,000.00) toward the construction, development, or operation of the YMCA Recreational Facility. In the event the YMCA fails to execute such an agreement and secure the School District's $3,000,000.00 financial commitment within 30 days of the effective date of this Agreement, this Lease Agreement shall automatically terminate, and neither Party shall have any further obligation or liability hereunder.

SECTION 2. TERM OF LEASE. The term of the lease shall be for thirty-five (35) years, commencing on the 1st day of November 1, 2026, and extending until midnight on October 31, 2061, and for any additional period of time during which the property and YMCA Recreational Facility is leased by the YMCA.

SECTION 3. USE OF THE PROPERTY.

(A) CITY agrees that the YMCA shall use the Property exclusively for the construction, operation, and maintenance of a YMCA Recreation Facility. The YMCA Recreation Facility shall mean the approximately 46,000+/- square foot facility and all related improvements, which includes, but is not limited to, an Olympic-size swimming pool, family pool, wellness center, sports gym, locker rooms, childcare area, group exercise rooms, kids zone, and all related amenities. No other use shall be permitted without prior written consent of the City. YMCA shall comply with all federal, state, and local laws, rules and regulations applicable to developing a YMCA Recreational Facility and for the use of the Property. Parties hereto agree to coordinate any special events and/or programs within their operations, subject to the terms and conditions contained herein. The YMCA shall apply for all necessary construction and development permits for the YMCA facility, swimming pool, and all planned amenities within six (6) months of the effective date of this Agreement, and shall have all such facilities fully constructed, operational, and open to the public within three (3) years of the date of the permit application unless both parties to this agreement mutually agree in writing to extend either above date. Failure to have the YMCA Recreation Facility fully constructed, operation, and open to the public within the specified three (3) year timeline (or any mutually agreed-upon

written extension) shall constitute a material default under this Lease. In the event of such default, the YMCA shall refund and repay to the City the entire three million two hundred fifty thousand dollars ($3,250,000.00) contributed under this agreement within thirty (30) days of written notice from the City.

(B) The CITY may use the YMCA Recreational Facility or any portion thereof and its parking area at no cost for Official City Activities, provided the City Preschedules the use with the YMCA and it does not conflict with existing YMCA events or prior commitments/programs. Administrative and technical personnel from the YMCA's staff will be made available to the CITY for these activities. Any city requirement in excess of normal staffing and resources of YMCA shall be paid by the CITY.

(C) **FLAGLER COUNTY SCHOOL DISTRICT RIGHTS AND EXCEPTIONS**. The YMCA shall grant the Flagler County School District ("District") perpetual usage rights for Physical Education programming and District-sanctioned sports team practices and competitions pursuant to a separate agreement between the District and the YMCA.

(D) **YOUTH CLUB ACCESS.** The YMCA shall permit youth sports clubs located within the City of Palm Coast to access the facility for practices and sporting events at nominal rates, subject to scheduling availability and prior coordination with the YMCA. For the purpose of this Agreement "nominal" or "nominal rates" shall mean a minimum fee charged exclusively to cover the actual cost for the YMCA to provide the service, limited strictly to direct, out-of-pocket operational expenses incurred (including, but not limited to, incremental staffing for supervision/security, direct utility usage during event hours, and post-event cleaning supplies and labor.) Nominal rates shall strictly exclude commercial markups or standard market rental rates, provided that a reasonable allocation for direct facility wear-and-tear or minor administrative tracking may be included but shall strictly exclude any profits margins, commercial mark-ups, or standard market rental rates.

(E) **SCHEDULE OF OPERATIONS.** The YMCA Management will determine the hours of operation of the Palm Coast YMCA. The same shall be in accordance with nationwide and local YMCA practices and policies.

(F) **CONCESSIONS**. The YMCA may, but shall not be required to, dispense food and/or drink on the Premises for consumption by users of the YMCA facilities.

(G) **PARKING.** The YMCA will share a parking lot with the Stage at Town Center. The City will provide notice of 14 calendar days of all scheduled special events at the Stage. Notwithstanding the foregoing, if the parking lot (or any portion thereof) is located within the legal description of the Property leased to the YMCA under this Lease Agreement, the YMCA shall be solely responsible for the operation, management, repair, and all maintenance of the parking lot (or the portion thereof within said legal description) at its sole expense.

(H) **FEES**. The right to set and control fees charged to members and non-members by the YMCA shall remain with the YMCA and shall not be within the control or directive of the CITY.

(I) **COMPATIBILITY.** The YMCA agrees to operate, maintain and promote the operation and maintenance of the facility in a manner consistent with nationwide and local YMCA policies and practices. The YMCA's operation of the facility shall be in accordance with applicable CITY regulations. The YMCA further agrees to comply with the reasonable request of the CITY pertaining to the operation and promotion of the facility in order to provide for the safety of YMCA members and the public. YMCA agrees that its operation of the facility as a YMCA facility will not unreasonably interfere with the use of the contiguous park area by members of the general public or by the CITY. It is the Parties' intention that the operation of the facility will be compatible with the Parks and Recreation programs of the CITY and/ or programs within their operations. Nothing in this Lease Agreement shall prohibit the CITY from providing any and all programming it deems necessary to meet the needs of the Palm Coast community. YMCA agrees that it will not discriminate in its hiring or promotional practices.

(J) **ADDITIONAL TAXES**. The Parties acknowledge that as a YMCA facility, YMCA presently enjoys a tax exempt status, however, to the extent the same may be applicable, YMCA shall pay all taxes, including all personal property taxes, all real property taxes, leasehold improvement and/or leasehold interest taxes, sales taxes which may be assessed against or arise by reason of YMCA's leasing of the Demised Premises or its operation of the facilities as a YMCA facility.

SECTION 4. YMCA ADDITIONS AND IMPROVEMENTS. The YMCA shall not, without first obtaining the written consent of the CITY, through the City Manager, make any alterations, additions or improvements (collectively, "Alterations") in, to or about the Property, except as stated herein. Unless the Alterations affect the Properties common facilities or systems or would otherwise require a building permit, CITY shall not unreasonably withhold or delay its consent to non-structural or non-mechanical Alterations. YMCA may perform minor Alterations that would be considered exclusively cosmetic improvements, having no impact on the structure or the mechanical systems, such as painting, carpet, and/or window coverings, without the prior consent of the CITY. Except as stated herein, all Alterations to the Property shall be subject to review for compliance and written approval by the CITY prior to such Alterations being made.

(A) Prior to making any Alterations, YMCA shall submit to CITY detailed plans and specifications for Alterations. All Alterations shall be accomplished in accordance with the following conditions:

1. For all contemplated Alterations to the components of the building and surrounding site improvements of the Property, YMCA shall obtain written approval from the City Manager.

2. YMCA shall apply for and obtain such permits as may be required under the Land Development Code of the City of Palm Coast, Florida and other governing entities, if applicable. YMCA shall provide performance and payment bonds equal to the value of all contracts for improvements naming the CITY as an insured.

3. YMCA shall do all things necessary to prevent the filing of any liens for work, labor, services or materials performed or supplied or claimed to have been performed or supplied to YMCA, or anyone holding the Property, or any part of them, through or under YMCA. If any claim of lien is filed, YMCA shall have it canceled of record within thirty (30) days after the date of the filing or, if YMCA in good faith determines that the lien should be contested, YMCA shall furnish security to release the claim of lien as a lien against the property and to prevent any foreclosure, pending resolution of the contest.

4. If YMCA does not release the claim of lien, the CITY may, but shall not be obligated to, release the claim of lien either by paying the amount claimed to be due or by procuring the release of claim

of lien by giving security or in such other manner as may be prescribed by law. YMCA shall repay to the CITY all sums disbursed or deposited by the CITY pursuant to the foregoing provisions of this paragraph, including the CITY's cost, expenses and attorneys' fees reasonably incurred in connection therewith as additional rent hereunder on demand. Nothing contained herein shall imply any consent or agreement of the CITY to subject their interests to liability under any mechanics' or other lien law whether or not the performance or the furnishing of such work, labor, services, or materials to YMCA or anyone holding the Property, or any part of them, through or under YMCA has been consented to by the CITY.

SECTION 5. MAINTENANCE AND REPAIRS TO PROPERTY.

(A) YMCA MAINTENANCE RESPONSIBILITY.

1. YMCA shall be responsible for all costs, expenses and obligations related to day-to-day operations, repairs, replacements, and all routine maintenance necessary to develop and maintain the components of the YMCA Recreational Facility, including but not limited to day-to-day, routine maintenance, janitorial and cleaning services, electric, water, and sanitary sewer services, telecommunications services, and maintenance of the surrounding grounds areas within the YMCA Recreational Facility which may arise or become due during the term of this Lease Agreement. Ground maintenance shall include but not be limited to mowing, edging, landscaping and any necessary replacement thereof, irrigation and irrigation system, and tree trimming within the Property. YMCA shall be responsible for the routine maintenance of parking areas, drives and sidewalks, including but not limited to the grass/tree median areas throughout the parking lot area. It shall be the responsibility of the YMCA to notify the CITY of any necessary repairs to the parking areas, drives and sidewalks, as described hereinabove.

2. It shall be the responsibility of the YMCA to keep the Property clean, sanitary, and free from trash and debris. The complete upkeep and maintenance shall be borne by YMCA and YMCA agrees to maintain the Property in accordance with the terms and conditions of this Lease Agreement, continuing service agreements, if any, the City's Land Development Code and consistent with prudent, well-reasoned maintenance procedures and techniques.

3. Notwithstanding any language to the contrary, the Parties agree that the YMCA shall be solely responsible for the routine, ongoing maintenance of the Property to the reasonable standards established by, and to the satisfaction of, the CITY, judged by the standards established in other facilities of similar nature in the local area and as set forth in this Lease Agreement. The CITY shall have reasonable access to the Property during normal operating hours for purposes as set forth herein, and shall timely give YMCA written notice of any maintenance deficiency along with a time period of sixty (60) calendar days from date of notice to correct such deficiency.

SECTION 6. SIGNS. YMCA, at YMCA's expense, shall have the right to place upon the Property such signs or signs as may be necessary to designate the Property. Such signs shall be maintained in good condition and repair at all times by the YMCA, at YMCA's expense, and shall comply with all zoning and sign requirements of the City of Palm Coast. All permits necessary for such signs shall be obtained by YMCA at YMCA's expense.

SECTION 7. **UTILITIES SERVICES.** YMCA shall be responsible for all utility services and shall maintain an individual account with all the various providers. YMCA shall be responsible for arranging access to and all fees associated with telecommunications services, including but not necessarily limited to, telephone service, fire and security system monitoring, facsimile, and internet connection.

SECTION 8. **ASSIGNMENT AND SUBLEASING.** YMCA shall not sell, assign, sublet or in any manner transfer this Lease Agreement or any estate or interest thereunder and shall not sublet the Property or any part thereof, without prior written consent of the CITY in each instance, which consent may be withheld for any reason. The consent by the CITY to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Should YMCA assign or attempt to assign this Lease Agreement or sublet any portion of the Premised without prior written consent of the CITY, this Lease Agreement shall be terminated forthwith, without prior notice to YMCA. No consent to assignment or encumbrance shall constitute a waiver of the provisions of this Section. However, nothing in this Section shall prohibit YMCA from engaging independent vendors, contractors, or concessionaires to provide ordinary goods, services, or programs (including, but not limited to, food/beverage concessions, athletic coaching, or health services) to facility members and the public *within* the YMCA facility, provided

that such arrangements are structured strictly as operational licenses rather than real estate subleases or assignments, grant no permanent or exclusive land rights, and fully comply with all prohibited use restrictions outlined below in section 8 (A).

(A) Prohibited Commercial and Operational Uses: Notwithstanding any other provision of this Lease Agreement to the contrary, neither YMCA nor any permitted vendor, licensee, concessionaire, or other party shall use, or permit the Property, the facility, or any improvements thereon to be used for, any of the following commercial or operational activities:

(1) Regulated Retail & Controlled Substances: Smoke shops, vape shops, tobacco-related retail establishments, dispensaries, or businesses engaged in the retail sale, distribution, or marketing of THC, delta-8, cannabis, or any psychoactive hemp-derived products.

(2) Alcohol & Adult Beverages: Any retail sale or commercial distribution of alcoholic beverages of any kind (including bars, taverns, lounges, and package sales).

(3) Firearms & Weapons: Gun shops, firearm sales, ammunition sales, or indoor/outdoor shooting ranges.

(4) General Compliance Mandate: Any use, operation, or activity that is prohibited or restricted by zoning regulations, local municipal ordinances, Community Development District (CDD) regulations, or any applicable State of Florida or Federal laws and regulations.

SECTION 9. PUBLIC RECORDS COMPLIANCE. YMCA, when acting on behalf of the CITY for rehabilitation and completion of the improvements provided for herein, shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(A) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(B) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D) Meet all requirements for retaining public records and transfer to the CITY, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

SECTION 10 .DEFAULT, REMEDIES, AND ABANDONMENT.

(A) Events of Default. The following shall be considered "Events of Default":

Unless otherwise stated herein, YMCA's failure to perform, or YMCA's material violation or material breach of, any of the terms, covenants, or conditions of this Lease Agreement, which said failure, violation or breach shall continue un-remedied by YMCA for a period of sixty (60) days after CITY has delivered written notice thereof to YMCA. YMCA shall take immediate steps to remedy the breach and shall diligently pursue such steps until completed and reasonably accepted by the CITY. No default as set forth under this Section shall be deemed to continue if and so long as YMCA diligently proceeds to cure in good faith or is delayed in or prevented from curing by facts or circumstances beyond YMCA's control. If said failure, violation or breach continues after the expiration of a reasonable time to cure, as provided herein, then the CITY may terminate YMCA's right to possession of the Premises and enter the Premises and remove all persons, furniture and equipment located therein, and may seek any and all other remedies available to the CITY by statute or law.

(B) Effect of an Event of Default and Remedies of the City. Upon the occurrence of any Event of Default, as a result thereof and without other action by CITY, CITY shall have the following options:

1. Declare the rights of YMCA under this Lease Agreement terminated, and thereafter recover possession of the Premises and remove all persons, furniture and equipment located therein through legal process;

2. Pursue any other remedies available at law or in equity to City on account of the Event of Default. City agrees to use reasonable efforts to mitigate damages on account of any default by YMCA. All of the remedies herein before given to City and all rights and remedies given to it by law and equity shall be cumulative and concurrent. The taking or recovering of the Demised Premises shall not deprive City of any of its remedies or actions against YMCA for rent or any and all other sums due, nor shall the bringing of any action for rent or for breach or default under any term, condition or covenant, or the resort to any other remedy herein provided for the recovery of rent, be construed as a waiver of the right to obtain possession of the Demised Premises.

3. The Parties hereto agree that for purposes of this Lease Agreement, the determination of the materiality of any violation or default shall be governed by Florida law and shall include the following criteria:

a. The extent to which the injured party will be deprived of the benefit which can reasonably be expected;

b. The extent to which the injured party can be adequately compensated for the part of the benefit of which the injured party will be deprived;

c. The extent to which the breaching party will suffer forfeiture;

d. The likelihood that the breaching party will cure; and

e. The extent to which the behavior of the breaching party comports with the standards of good faith and fair dealing.

(C) Abandonment. If the CITY has actual knowledge YMCA has abandoned the Premises, or the CITY reasonably believes YMCA has been absent from the Premises for a period of thirty (30) consecutive days then the CITY may serve written notice of abandonment upon YMCA, and after ten (10) days have elapsed since service of such notice, then the CITY may declare this Lease Agreement abandoned and shall, in such event, make reasonable efforts to relet the Premises. Damages shall include but shall not be limited to all actual damages suffered by the CITY until the Premises is relet, including reasonable expenses incurred in reletting or in attempting to relet.

(D) Reversion Upon Vacation. If the YMCA ceases operations and vacates the Premises at any time, all improvements, including the building, swimming pool, and any fixtures, shall immediately revert to the ownership of the CITY at no cost to the CITY. The YMCA shall execute any documents necessary to effectuate such transfer and shall ensure the property is free of liens or encumbrances at the time of reversion.

(E) **City's Right to Cure Mortgage Default.** The CITY shall have the absolute right, but not the obligation, to cure any default by YMCA under any mortgage, deed of trust, or other security instrument encumbering the leasehold interest or Premises. The CITY may exercise this right to cure within thirty (30) days after receiving notice of default, or prior to the expiration of the mortgagee's applicable cure period, whichever is later.

(G) **Condition of Mortgage; Lender Notice Covenant.** Any mortgage, deed of trust, or security instrument placed upon the leasehold interest shall expressly require the mortgagee/lender to deliver a duplicate copy of any notice of default or notice of acceleration directly to the CITY simultaneously with its delivery to YMCA. Any leasehold mortgage that fails to include or provide for this direct notice requirement shall be deemed an unauthorized encumbrance and a material default of this Lease Agreement.

SECTION 11 .LOSS OR DESTRUCTION OF YMCA RECREATIONAL FACILITY. If the YMCA Recreational Facility becomes, as a practical matter, totally untenantable after a casualty loss such as fire, storm, explosion, earthquake, or other casualty loss, this Lease Agreement shall be at an end from such time, except for the purpose of enforcing rights and obligations that may have then accrued under this Lease Agreement, including but not limited to, the payment of insurance claims, indemnity, and any remaining rental credit. The rental shall then be accounted for between the City and YMCA up to the time of such loss or destruction of the YMCA Recreational Facility, YMCA paying up to such date and the City crediting to YMCA the rents collected beyond such date, if any. Should only a part of the YMCA Recreational Facility be rendered untenantable, the rental minus any rental credit shall abate in the proportion which the injured bears to the whole YMCA Recreational Facility, and such part so damaged shall be restored by the

YMCA , at YMCA's sole cost and expense, as speedily as practicable, after which the full rent minus any rental credit shall recommence and the Lease Agreement shall continue according to its terms.

SECTION 12 .AS-IS CONDITION. YMCA, being the occupant of the Property pursuant to this Lease, acknowledges that it will accept and occupy the Property under this Lease Agreement in "AS IS" condition as the Property exists on the date of this Lease Agreement, and that CITY shall have no obligation to improve, repair or prepare the Property, prior to the Commencement Date or, except as otherwise expressly set forth in this Lease Agreement, after the Commencement Date, for occupancy by YMCA under this Lease Agreement. YMCA ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE SUITABILITY OF THE PROPERTY FOR THE CONDUCT OF YMCA USES THEREON.

SECTION 13. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party hereto. The obligations of the YMCA shall not be obligations of CITY and the YMCA shall ensure that no liens, of any type or nature whatsoever, are placed upon the property.

SECTION 14. CITY'S RIGHT TO STRICTLY ENFORCE. Any law, usage or custom to the contrary notwithstanding, CITY shall have the right at all times to enforce all terms, conditions and covenants hereof in strict accordance herewith, notwithstanding any conduct or custom on the part of the CITY in refraining from so doing at any time or times. Further, the failure of CITY at any time or times to enforce its rights hereunder strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to any specific term, condition or covenant hereof, or as having in any way or manner modified the same.

SECTION 15. NOTICES.

(A) Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, or (2) upon receipt of

such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall specify by written notice to the other party delivered in accordance with.

YMCA: Volusia/Flagler Family Young Men's
Christina Association, Inc.
Attn: Christopher J. Seilkop, President & CEO
Address: 761 E International Speedway Blvd
Deland, FL 32724

CITY: City of Palm Coast
Attn. City Manager
160 Lake Avenue
Palm Coast, Florida 32164

(B) The parties may change the person or notice address for the provisions of this section by providing notice of same as set forth in this Agreement.

SECTION 16. RECORDATION. This lease shall not be recorded by YMCA without the consent of the CITY.

SECTION 17. WASTE. YMCA agrees to commit or suffer no act that would result in damage to or waste of the Property.

SECTION 18. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be affected. To that end, the terms of this Agreement are declared severable.

SECTION 19. PARTIES NOT PARTNERS. It is expressly understood that neither the CITY nor YMCA shall be construed or held to be a partner or associate of the other in the conduct of their respective business. The relationship between the Parties hereto is and shall remain at all times that of Landlord and tenant.

SECTION 20. **INDEMNIFICATION.**

(A) YMCA shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act,

failure to act, malfeasance, misfeasance, conduct, or misconduct of YMCA, its agents, servants, officers, officials, employees, or subcontractors.

(B) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statues.

(C) In claims against any person or entity indemnified under this Section by an employee of the YMCA or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the YMCA or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(D) The execution of this Agreement by the YMCA shall obligate the YMCA to comply with the indemnification provision in this Agreement, however, the YMCA must also comply with the provisions of this Agreement relating to insurance coverages.

SECTION 21. INSURANCE. Without limiting any of the other obligations or liabilities of YMCA, YMCA shall provide, pay for, and maintain in force, throughout the term of this Lease Agreement, the insurance coverages set forth in this Section:

(A) COMPREHENSIVE. YMCA shall maintain Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, together with $1,000,000 in Excess (Umbrella) Liability insurance over and above the underlying general liability limits.

(B) ADDITIONAL INSURED. The policy(ies) shall name the CITY as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the CITY thirty (30) days prior written notice, except for nonpayment of premium which, by law, is ten (10) days notice. The insurance shall be evidenced by a certificate in a form acceptable to the CITY, stating the amount of any "deductible" written by an insurance company with a minimum rating of A+, to the CITY and a copy of the policy or certificate of insurance shall be delivered to the CITY prior to the commencement of this Restated Lease Agreement.

(C) FAILURE TO PROCURE. In the event YMCA fails to procure the insurance required herein, the CITY may, but shall be under no obligation to, procure insurance in which event YMCA agrees to pay the CITY, in addition to rent, the amount of the premium on the first day of the month following the month in which the CITY notifies YMCA of the amount of the premium due.

SECTION 22. **APPLICABLE LAW.**

(A) This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the law of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

(B) Time is of the essence in the performance of this Agreement.

SECTION 23. NONDISCRIMINATION. The YMCA agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The YMCA, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

SECTION 24. FURTHER DOCUMENTS. Each of the Parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purpose of this Agreement.

SECTION 25. FAILURE TO ENFORCE NOT WAIVER OF RIGHT. Failure by CITY to enforce any provision contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto.

SECTION 26. FORCE MAJEURE. The CITY's obligations hereunder shall be subject to the concept of force majeure. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, civil disobedience, geologic subsidence, electrical failure, malfunctions, and events of a similar nature, the CITY shall be excused from providing continual utility service until the cause or causes thereof have been remedied.

SECTION 27. HEADINGS/CAPTIONS. Section headings and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, or any provision hereto.

SECTION 28. INTERPRETATION. The CITY and the YMCA agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both Parties have contributed to the drafting of this Agreement.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same document.

SECTION 30. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between Parties relating to the subject matter of this Agreement. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the City Council of the CITY and the YMCA and executed by all Parties to this Agreement in a formal Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC	**CITY OF PALM COAST**
By: _____	By:_____
Print:_____	Print:_____
Title: _____	Title:_____
Date:_____	Date:_____

EXHIBIT "A"

EXHIBIT A

Legal Description of Parcel 06-12-31-5825-00000-0200

Lot 20, of the subdivision plat of Town Center at Palm Coast Phase 2, according to the plat thereof, as recorded in Map Book 35, Pages 63 through 68, of the Public Records of Flagler County, Florida



City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** .3

Department STORMWATER AND ENGINEERING **Division** CONSTRUCTION MGT AND ENGINEERING	**Amount** $68,500.00 **Org/Account #** 21066015-063000-61425

Subject: SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY RESOLUTION 2026-XX APPROVING EXPENSES FOR SERVICES TO PREPARE A COMPREHENSIVE MASTER PLAN FOR THE PALM COAST CULTURAL ARTS SITE

Presenter: **Eric Gebo**

Attachments:

1. Resolution
2. Proposal

Background:

City staff would like to seek planning and consulting services to prepare a comprehensive Master Plan for the Palm Coast Cultural Arts site. The intent of the Master Plan is to organize the site to maximize utility, connectivity, and community impact, while balancing the long-term development of the YMCA facility and cultural arts components with the continued operation of existing site elements including the open-air stage and food truck areas.

This item is to approve expenses in the amount of $68,500.00 with Camburas and Theordore Architecture, Planning and Engineering for the above-mentioned services. This consultant is currently contracted by the YMCA and is familiar with this project.

Funds for this project are budgeted out of the Park Impact Fund with a 46.71% transfer from CRA fund.

Source of Funds Worksheet
Original Budget: $68,500.00
Total Expended/Encumbered to Date:
Pending Work Orders.Contracts: $0.00
Current (WO/Contract): $68,500.00
Balance: $0.00

Recommended Action:
ADOPT SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY RESOLUTION 2026-XX APPROVING EXPENSES FOR SERVICES TO PREPARE A COMPREHENSIVE MASTER PLAN FOR THE PALM COAST CULTURAL ARTS SITE

RESOLUTION 2026-___
SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY APPROVING EXPENSES FOR SERVICES TO PREPARE A COMPREHENSIVE MASTER PLAN FOR THE PALM COAST CULTRUAL ARTS SITE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast, Florida, duly created the State Road 100 Corridor Community Redevelopment Agency (the "CRA") pursuant to Chapter 163, Part III, Florida Statutes (the "Act"), and the City Council serves as the governing Board of Commissioners of the CRA; and

WHEREAS, City staff is requesting funding for expenses related services to prepare a Comprehensive Master Plan for the Palm Coast Cultural Arts Site; and

WHEREAS, Section 163.387, Florida Statutes, authorizes the expenditure of Community Redevelopment Trust Funds to finance or refinance community redevelopment undertakings and projects that assist and foster economic, recreational, and community enhancement within the redevelopment area; and

WHEREAS, the CRA Board desires to approve funding for the above-mentioned services to prepare a Comprehensive Master Plan for the Palm Coast Cultural Arts Site; and

WHEREAS, in accordance with Chapter 2, Article 1, Division 3 – Purchase and Contractual Services Sections, 2-26- Approval Requirements- Subsection A, the CRA Board desires to grant authority for the City Manager to enter into or increase any necessary contracts including those that are equal to or exceed $100,000 associated with the expenses related to the above-mentioned services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, ACTING AS THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY BOARD:

SECTION 1. RECITALS. The above recitals (whereas clauses) are incorporated herein, and are incorporated herein by reference, and form a material basis for this Resolution.

SECTION 2. APPROVAL AND ALLOCATION OF CRA TRUST FUNDS. The State Road 100 Corridor Community Redevelopment Agency hereby approves the allocation and expenditure of Community Redevelopment Trust Funds for expenses related services to prepare a Comprehensive Master Plan for the Palm Coast Cultural Arts Site, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of October 2026.

ATTEST	SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY
_____	_____
KALEY COOK, SECRETARY	MICHAEL NORRIS, BOARD CHAIR

Attachment: Exhibit "A" Camburas and Theodore - Proposal

April 20, 2026

EXHIBIT A
CONSTRUCTION WORK LETTER / PROFESSIONAL SERVICES AGREEMENT
Palm Coast Cultural Arts Master Plan

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1. PARTIES
This Work Letter ("Agreement") is entered into between:
Client: [Client Name]
Project: Palm Coast Cultural Arts Master Plan
Consultant: Camburas and Theodore Architecture, Planning, and Engineering ("Consultant")

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2. PROJECT DESCRIPTION
Camburas and Theodore Architecture, Planning, and Engineering shall provide professional planning and consulting services to prepare a comprehensive Master Plan for the Palm Coast Cultural Arts site. The intent of the Master Plan is to organize the site to maximize utility, connectivity, and community impact, while balancing the long-term development of the YMCA facility and cultural arts components with the continued operation of existing site elements including the open-air stage and food truck areas.

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3. SCOPE OF SERVICES
Consultant shall provide services in the following phases:

PHASE I – SITE ANALYSIS AND PROGRAMMING
Consultant shall evaluate existing conditions and establish programmatic requirements to guide the master planning effort, including:

- Review of existing drawings, reports, and available site data
- Incorporation of prior YMCA site design information into overall site analysis
- Site observation, as required
- Coordination meetings with YMCA representatives, City staff, and stakeholders
- Development of programmatic requirements for the YMCA, stage, and future improvements
- Evaluation of parking demand, utility infrastructure, and event logistics
- Identification of site constraints, opportunities, and operational considerations

Phase I Fee: $26,000.00, broken down as follows:

- Existing Conditions Analysis: $5,000.00
- Stakeholder Engagement: $2,500.00
- Programming: $15,000.00
- Needs Assessment: $3,500.00

PHASE II – CONCEPTUAL MASTER PLANNING
Consultant shall develop conceptual planning alternatives and supporting analysis, including:

- Preparation of a minimum of two (2) alternative site layout plans
- Evaluation of relationships between YMCA facilities, stage, and food truck areas
- Design of pedestrian circulation, vehicular access, and service/loading areas
- Zoning and land use review to confirm compliance with applicable regulations
- Development of massing studies integrating stage improvements and building forms

Phase II Fee: $27,500.00, broken down as follows:

- Alternative Plans (2 @ $5,000.00 each): $10,000.00
- Flow and Circulation: $2,500.00
- Zoning and Land Use: $8,500.00
- Massing Study: $6,500.00

PHASE III – FINAL MASTER PLAN DEVELOPMENT

Consultant shall prepare a finalized and coordinated Master Plan, including:

- Refinement of the preferred concept based on stakeholder input
- Development of a phasing strategy to allow continued operation of site elements during construction
- Preparation of illustrative site plans and 3D renderings
- Preparation of an Opinion of Probable Cost for the proposed improvements

Phase III Fee (Lump Sum): $15,000.00

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4. TOTAL COMPENSATION

Total compensation for the Services described herein shall be:
$68,500.00 (Sixty-Eight Thousand Five Hundred Dollars)

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5. DELIVERABLES

Consultant shall provide the following:

- Two (2) conceptual site plan alternatives
- Final Master Plan document, including phasing strategy
- Illustrative site plans and 3D renderings
- Opinion of Probable Cost

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6. SCHEDULE

Services shall commence upon written authorization. Estimated durations are as follows:

- Phase I: Approximately 2–3 weeks
- Phase II: Approximately 3–4 weeks
- Phase III: Approximately 2–3 weeks

Schedule is subject to stakeholder availability and timely receipt of required information.

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7. CLIENT RESPONSIBILITIES

Client shall:

- Provide all available surveys, drawings, and background documentation
- Facilitate access to the site as required
- Coordinate participation of stakeholders in meetings and reviews
- Provide timely review and feedback

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8. ADDITIONAL SERVICES

Services not specifically identified in this Agreement shall be considered Additional Services and shall be performed upon written authorization and billed separately.

9. EXCLUSIONS

The following are specifically excluded:

- Detailed architectural, structural, or MEP design
- Construction documents or permit drawings
- Agency approvals or permitting services
- Survey, geotechnical, or environmental investigations
- Detailed cost estimating beyond conceptual level

10. STANDARD OF CARE

Services shall be performed consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under similar circumstances.

11. AUTHORIZATION

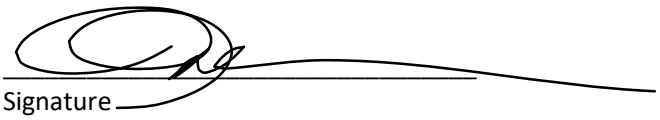
This Agreement shall become effective upon written authorization by the Client.

If this proposal is acceptable, please sign and return. Thank you for considering Camburas and Theodore, Ltd. for this project. I look forward to the opportunity of working together.

Respectfully,

Proposal Prepared By:

Camburas & Theodore, Ltd.



Signature

Peter T. Theodore, Architect, NCARB

Proposal Agreed and Accepted By:

_____

_____

Signature

_____

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** H.1

Department FINANCE **Division** FINANCE	**Amount** $11,000,000.00 **Org/Account #**

Subject: RESOLUTION 2026-XX AUTHORIZING A TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026 BANK LOAN FROM WELLS FARGO BANK NOT TO EXCEED $11,000,000 FOR THE PURPOSE OF ACQUIRING CERTAIN REAL PROPERTY LOCATED WITHIN THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA

Presenter: Helena Alves, CGFO,CIA,MBA, Director of Finance

Attachments:

1. Resolution
2. Taxable Non Ad Valorem Revenue Note Series 2026 Presentation

Background:

As financial advisor, HilltopSecurities assisted the City with a request for bank loan proposals (the “RFP”) to provide funding, along with other available funds of the City, for the acquisition of certain real property located within the State Road 100 Corridor Community Redevelopment Area and paying costs of issuance.

By the due date for the RFP on September 17, 2026, the City received a total of three (3) responses from the following lenders; SouthState Bank, Truist Bank, and Wells Fargo Bank.

Based upon the three (3) proposals received, Wells Fargo Bank is being recommended for the proposed loan. This is based upon the lowest proposed current taxable variable interest rate and the ability to prepay amounts drawn on the loan without penalty prior to maturity (with a 15-day notice).

Recommended Action:
APPROVE SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY RESOLUTION 2026-XX AUTHORIZING A TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026 BANK LOAN FROM WELLS FARGO BANK NOT TO EXCEED $11,000,000 FOR THE PURPOSE OF ACQUIRING CERTAIN REAL PROPERTY LOCATED WITHIN THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA

RESOLUTION 2026-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A TAXABLE NON-REVOLVING CREDIT AGREEMENT WITH WELLS FARGO BANK, NATIONAL ASSOCIATION, OR AN AFFILIATE THEREOF, PROVIDING FOR ADVANCES IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING $11,000,000 TO FINANCE THE ACQUISITION OF CERTAIN REAL PROPERTY WITHIN THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA AND TO PAY COSTS OF ISSUANCE; AUTHORIZING THE ISSUANCE OF A TAXABLE NOTE TO EVIDENCE THE CITY'S OBLIGATION TO REPAY ADVANCES THEREUNDER; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE NOTE; APPROVING THE FORM OF AN INTERLOCAL AGREEMENT WITH THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY PROVIDING FOR THE PAYMENT OF TAX INCREMENT REVENUES TO THE CITY IN AMOUNTS SUFFICIENT TO PAY DEBT SERVICE ON THE NOTE; AUTHORIZING A PRIVATE NEGOTIATED SALE OF THE NOTE WITH THE BANK; MAKING CERTAIN FINDINGS; DELEGATING CERTAIN AUTHORITY; AUTHORIZING OTHER ACTIONS IN CONNECTION THEREWITH; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast, Florida (the "City") is authorized under the Florida Constitution, the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, and the Charter of the City to borrow money and to enter into agreements for municipal purposes; and

WHEREAS, the City Council of the City created the Agency (as hereinafter defined) pursuant to Section 163.357, Florida Statutes, to carry out the community redevelopment purposes of Part III, Chapter 163, Florida Statutes, and the Agency is a legal entity separate, distinct, and independent from the City Council; and

WHEREAS, the City Council further established the boundaries of the State Road 100 Corridor Community Redevelopment Area and approved the Redevelopment Plan (as hereinafter defined); and

WHEREAS, City Ordinance No. 2004-13, as amended and supplemented from time to time, established the Redevelopment Trust Fund (as hereinafter defined) for the purpose of carrying out redevelopment in the State Road 100 Corridor Community Redevelopment Area pursuant to the Redevelopment Plan; and

WHEREAS, the City has determined to acquire certain real property located within the State Road 100 Corridor Community Redevelopment Area, as more particularly described in Section 3 hereof, for redevelopment purposes; and

WHEREAS, the City, with the assistance of Hilltop Securities Inc., its municipal advisor (the "Municipal Advisor"), solicited proposals from financial institutions for a taxable non-revolving line of credit to finance such acquisition, and Wells Fargo Bank, National Association submitted a proposal dated September 17, 2026 which the City has determined to accept; and

WHEREAS, the City Council, by resolution adopted on October 6, 2026, approved an amendment to the Community Redevelopment Plan for the State Road 100 Corridor Community Redevelopment Area to authorize the use of tax increment revenues for the acquisition of such real property and for the payment of indebtedness incurred by the City to finance such acquisition; and

WHEREAS, the City and the Agency desire to enter into the Interlocal Agreement (as hereinafter defined), under which the Agency will pay to the City, from tax increment revenues deposited in the Redevelopment Trust Fund, amounts equal to the principal of and interest on the Note (as hereinafter defined) and the other amounts payable by the City under the Agreement (as hereinafter defined), and will repay the City, with interest, for any such amounts paid by the City from its Non-Ad Valorem Revenues; and

WHEREAS, the City provided notice of its intent to approve the Interlocal Agreement and thereby authorize the issuance by the Agency of a redevelopment revenue bond, by registered mail, to each taxing authority which levies ad valorem taxes on taxable real property contained within the State Road 100 Corridor Community Redevelopment Area, at least 15 days before the adoption of this Resolution, pursuant to Section 163.346, Florida Statutes; and

WHEREAS, the City Council of the City (the "City Council") has determined that it is in the best interest of the City to enter into the Agreement, to issue the Note, and to enter into the Interlocal Agreement, all as hereinafter defined and provided;

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to Section 2(b), Article VIII of the Florida Constitution; the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes; the Community Redevelopment Act of 1969, Part III, Chapter 163, Florida Statutes, including Sections 163.385 and 163.387, Florida Statutes; the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes; the Charter of the City; and other applicable provisions of law (collectively, the "Act").

SECTION 2. DEFINITIONS. The following terms shall have the following meanings unless the context clearly requires otherwise. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

"Advance" means each advance of funds made by the Bank to the City under the Agreement.

"Agency" means the State Road 100 Corridor Community Redevelopment Agency, the community redevelopment agency for the State Road 100 Corridor Community Redevelopment Area, of which the members of the City Council are the members pursuant to Section 163.357, Florida Statutes.

"Agreement" means the Taxable Non-Revolving Credit Agreement between the City and the Bank, in substantially the form attached hereto as Exhibit B, with such changes as are approved in accordance with Section 5 hereof.

"Authorized Officer" means the Mayor, the City Manager, and the Finance Director of the City, and any other officer or employee of the City designated in writing by the City Manager.

"Bank" means Wells Fargo Bank, National Association, and its successors and permitted assigns.

"Charter" means the Charter of the City of Palm Coast, Florida, as amended.

"Closing Date" means the date of execution and delivery of the Agreement and the Note, which shall occur not later than October 30, 2026.

"Increment Revenues" means the tax increment revenues deposited in the Redevelopment Trust Fund with respect to the State Road 100 Corridor Community Redevelopment Area.

"Interlocal Agreement" means the Interlocal Agreement between the City and the Agency, in substantially the form attached hereto as Exhibit C, with such changes as are approved in accordance with Section 8 hereof.

"Maturity Date" means October 1, 2029, or such earlier date as an Authorized Officer may approve.

"Maximum Facility Amount" means $11,000,000, or such lesser amount as an Authorized Officer may approve prior to the Closing Date.

"Non-Ad Valorem Revenues" means all legally available revenues of the City other than ad valorem tax revenues.

"Note" means the City of Palm Coast, Florida Taxable Non-Ad Valorem Revenue Note, Series 2026, or such other designation as an Authorized Officer may approve, issued pursuant to this Resolution and the Agreement to evidence the City's obligation to repay the Advances and interest thereon.

"Project" means the acquisition of the real property described in Section 3(B) hereof, together with related costs.

"Redevelopment Plan" means the Community Redevelopment Plan for the State Road 100 Corridor Community Redevelopment Area, as amended, including by the amendment approved on October 6, 2026.

"Redevelopment Trust Fund" means the community redevelopment trust fund established for the State Road 100 Corridor Community Redevelopment Area pursuant to Section 163.387, Florida Statutes.

Words importing the singular number include the plural number, and vice versa.

SECTION 3. FINDINGS. The City Council hereby finds, determines, and declares as follows:

(A) The City has the power under the Act to acquire real property for municipal and redevelopment purposes, to borrow money for such purposes, and to enter into the Agreement, the Note, and the Interlocal Agreement.

(B) The City has determined to acquire certain real property located within the State Road 100 Corridor Community Redevelopment Area, generally described in Exhibit A hereto. The acquisition of such property serves a valid public and municipal purpose and is consistent with the Redevelopment Plan.

(C) It is necessary and desirable to finance the costs of the Project and the costs of issuance of the Note through the non-revolving line of credit provided under the Agreement, which permits the City to draw funds as needed and to pay interest only on amounts actually advanced.

(D) Section 3(e) of Article VI of the Charter provides: "Unless authorized by the electors of the City at a duly held referendum election, the Council shall not enter into lease purchase contracts or any other unfunded multiyear contracts, the repayment of which: extends in excess of 36 months; or exceeds $15,000,000.00." The obligations of the City under the Agreement and the Note (i) are required by Section 5(B) hereof to be repaid in full on or before the Maturity Date, which is less than 36 months after the Closing Date, and may not be extended, renewed, termed out, or converted to a longer term without further action of the City Council, and (ii) are limited to a principal amount not exceeding $11,000,000. Accordingly, the Agreement and the Note do not require authorization by the electors of the City under Section 3(e) of Article VI of the Charter.

(E) The Non-Ad Valorem Revenues are projected to be sufficient to pay the principal of and interest on the Note and all other amounts payable under the Agreement as the same become due, and to comply with the financial covenants contained in the Agreement.

(F) The Note shall be payable solely from, and secured by a lien on, the Pledged Revenues, as defined in the Agreement, which consist of the Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund established under the Agreement pursuant to the covenant set forth in Section 7 hereof and Section 6.07 of the Agreement, and any proceeds of the Note on deposit in the Project Fund established under the Agreement, together with

investment earnings thereon. Until so deposited, Non-Ad Valorem Revenues shall not be subject to any lien or pledge in favor of the Bank. The Note shall not constitute a general obligation or indebtedness of the City within the meaning of any constitutional, statutory, or charter provision, and neither the Bank nor any holder of the Note shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form on any real or personal property to pay the Note.

(G) Because of the characteristics of the financing, including the draw-down structure of the line of credit, its short term, the need to have funds available for the acquisition of the Project on a timely basis, and the favorable terms offered by the Bank, it is in the best interest of the City that the Note be sold by private negotiation directly with the Bank rather than sold at public sale by competitive bid. The City Council hereby makes this finding to the extent Section 218.385, Florida Statutes, applies to the Note.

(H) Interest on the Note will not be excludable from gross income for federal income tax purposes.

(I) The Agency is authorized under Section 163.387(6)(c), Florida Statutes, to expend moneys in the Redevelopment Trust Fund for the acquisition of real property in the redevelopment area and for the repayment of principal and interest on loans, advances, and other forms of indebtedness. The Redevelopment Plan, as amended, authorizes the use of tax increment revenues for the Project and for the payment of indebtedness incurred to finance the Project.

(J) It is in the best interest of the City and the Agency to enter into the Interlocal Agreement to provide for the Agency's payment to the City of Increment Revenues in amounts sufficient to pay debt service on the Note. Under the Interlocal Agreement, the Agency will pledge the Increment Revenues to the City, on a basis junior and subordinate to the lien securing the Agency's outstanding Redevelopment Refunding Revenue Note, Series 2014 and any other Note or debt obligation issued by the Agency to a lender or creditor other than the City, to secure the Agency's obligations to the City thereunder, and will repay the City, with interest at the rate borne by the Note, for any payment on the Note made by the City from Non-Ad Valorem Revenues or other funds of the City.

(K) The obligation of the City to pay the Note is not conditioned upon, and shall not be affected by, the receipt by the City of any payment from the Agency under the Interlocal Agreement. Tax increment revenues and amounts payable under the Interlocal Agreement are not pledged to the payment of the Note, except to the extent the City deposits amounts received under the Interlocal Agreement in the Debt Service Fund established under the Agreement.

(L) The Interlocal Agreement, the issuance of the Note, the Project and the expenditures contemplated thereby serve public purposes and are appropriate and necessary undertakings in furtherance of redeveloping the State Road 100 Corridor Community Redevelopment Area pursuant to the Redevelopment Plan.

(M) The obligation of the Agency under the Interlocal Agreement to pay Increment Revenues to the City over a period of years constitutes "bonds" within the meaning of Section 163.340(14), Florida Statutes, and a redevelopment revenue bond payable from and secured by the Increment Revenues under Section 163.385, Florida Statutes.

SECTION 4. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase of the Note by the Bank, this Resolution shall be deemed to be and shall constitute a contract between the City and the Bank. The covenants and agreements set forth herein to be performed by the City shall be for the equal benefit, protection, and security of the Bank and any subsequent holder of the Note.

SECTION 5. AUTHORIZATION OF AGREEMENT.

(A) The City is hereby authorized to enter into the Agreement for the purpose of providing funds, together with other legally available funds of the City, to finance the costs of the Project and paying costs of issuance of the Note. The form of the Agreement attached hereto as Exhibit B is hereby approved, and the Mayor or the City Manager is hereby authorized to execute, and the City Clerk to attest, the Agreement on behalf of the City, with such changes, insertions, and omissions as the officer executing the Agreement, upon the advice of the City Attorney and Bond Counsel, may approve as consistent with this Resolution and not materially adverse to the City, such approval to be conclusively evidenced by the execution thereof.

(B) The Agreement shall conform to the following parameters:

(1) The aggregate principal amount of Advances outstanding at any time, and the aggregate principal amount of all Advances made under the Agreement, shall not exceed the Maximum Facility Amount. The Agreement shall be non-revolving, and amounts repaid may not be reborrowed.

(2) All principal of and accrued interest on the Note, and all other amounts payable under the Agreement, shall be due and payable in full not later than the Maturity Date. The Agreement shall not contain any provision permitting or requiring the extension, renewal, term-out, amortization, or conversion of any amount payable thereunder to a date later than the Maturity Date, and any such extension or renewal shall require the approval of the City Council and, if applicable, the electors of the City under Section 3(e) of Article VI of the Charter.

(3) The Closing Date shall occur on or after the date of adoption of this Resolution and not later than October 30, 2026.

(4) Advances shall bear interest at a variable rate per annum equal to Daily Simple SOFR (which shall be deemed to be not less than 0.00%) plus a spread not exceeding 0.56% per annum, subject to adjustment as provided in the Agreement, including upon the occurrence of an Event of Default, and subject to customary benchmark replacement

provisions. Interest shall be payable monthly in arrears. In no event shall the rate of interest on the Note exceed the maximum rate permitted by applicable law.

(5) The City shall pay an undrawn fee on the unadvanced portion of the Maximum Facility Amount at a rate not exceeding 0.24% per annum, payable quarterly in arrears.

(6) Each Advance shall be in a minimum amount of $250,000 and shall be made upon not less than three Business Days' prior written notice, and not more than one Request for Loans (as defined in the Agreement) shall be delivered during any thirty (30) day period.

(7) The City may prepay the Note, in whole or in part, at any time without premium or penalty upon such prior written notice to the Bank as is provided in the Agreement, which shall not exceed 15 days.

(8) Any fee payable upon termination or permanent reduction of the Maximum Facility Amount shall apply only to a termination or reduction occurring within one year after the Closing Date, shall not exceed the product of the undrawn fee rate and the amount of the reduction for the period from the date of termination or reduction through the first anniversary of the Closing Date, subject to exceptions set forth in the Agreement.

(9) The Bank shall not sell, assign, or otherwise transfer the Note or any interest therein except to a commercial bank that is a "qualified institutional buyer," as such term is defined under the federal securities laws, and that has a combined capital and surplus of not less than $5,000,000,000, and that delivers to the City an investor letter in the form provided in the Agreement; and the Bank may grant participations in the Note only to banking institutions, on the terms provided in the Agreement.

(10) The fees and expenses of counsel to the Bank shall not exceed $25,000.

(C) The Agreement may contain such covenants, representations, events of default, remedies, and other provisions customary for financings of this type as the officer executing the Agreement may approve, including, without limitation, an anti-dilution covenant, a waiver of trial by jury, and, to the extent permitted by law, a waiver of sovereign immunity with respect to contract claims arising under the Agreement.

SECTION 6. AUTHORIZATION AND TERMS OF NOTE. The City hereby authorizes the issuance of the Note to evidence its obligation to repay the Advances and interest thereon. The Note shall be dated the Closing Date, shall be issued in a principal amount not exceeding the Maximum Facility Amount, with the principal amount outstanding at any time equal to the aggregate unpaid principal amount of Advances then outstanding, and shall be in substantially the form attached to the Agreement, with such changes as the officer executing the Note may approve consistent with this Resolution. The Note shall be issued as a single fully registered note in physical form, registered in the name of the Bank, and shall not be registered with The Depository Trust Company. The Note shall be executed on behalf of the City with the manual or

facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk, and the official seal of the City shall be affixed thereto or imprinted thereon. In case any officer whose signature appears on the Note shall cease to be such officer before delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes.

SECTION 7. COVENANT TO BUDGET AND APPROPRIATE.

(A) Subject to the provisions of subsection (B) of this Section 7, the City covenants and agrees to budget and appropriate in its annual budget, by amendment if necessary, from Non-Ad Valorem Revenues lawfully available in each fiscal year, and to deposit into the Debt Service Fund established under the Agreement, amounts sufficient to pay the principal of and interest on the Note and all other amounts payable under the Agreement as the same become due, all as and to the extent provided in Section 6.07 of the Agreement, the terms of which are hereby approved and which shall control in the event of any conflict with this Resolution.

(B) Until such amounts are budgeted, appropriated, and deposited in the Debt Service Fund as provided in the Agreement, such covenant to budget and appropriate does not create any lien upon or pledge of the Non-Ad Valorem Revenues. Such covenant is subject in all respects to the payment of obligations secured by a pledge of Non-Ad Valorem Revenues, to the availability of Non-Ad Valorem Revenues after satisfaction of the funding requirements for essential governmental services of the City, and to Section 166.241(2), Florida Statutes.

(C) Nothing in this Resolution, the Agreement, or the Note shall be deemed to create a pledge of or lien on the ad valorem tax revenues of the City, or to permit or constitute a mortgage or lien upon any assets owned by the City, including the Project, other than the lien on the Pledged Revenues provided in the Agreement. Neither the Bank nor any holder of the Note shall have any right to compel the exercise of the ad valorem taxing power of the City for any purpose.

SECTION 8. APPROVAL OF INTERLOCAL AGREEMENT. The form of the Interlocal Agreement attached hereto as Exhibit C, providing for the payment by the Agency to the City, from tax increment revenues deposited in the Redevelopment Trust Fund, of amounts sufficient to pay the principal of and interest on the Note and other amounts payable under the Agreement, and on any obligations issued to refinance the Note, is hereby approved. The Mayor or the City Manager is hereby authorized to execute, and the City Clerk to attest, the Interlocal Agreement on behalf of the City, with such changes, insertions, and omissions as the officer executing the Interlocal Agreement, upon the advice of the City Attorney and Bond Counsel, may approve as consistent with this Resolution, such approval to be conclusively evidenced by the execution thereof. The execution and delivery of the Interlocal Agreement is subject to its approval by the governing body of the Agency. The pledge by the Agency to the City of the Increment Revenues pursuant to the Interlocal Agreement is hereby accepted on behalf of the City. Pursuant to Section 163.385(1)(a), Florida Statutes, the City Council, as the governing body under the Redevelopment Act, hereby authorizes the issuance by the Agency of a redevelopment revenue bond in the form of the obligations of the Agency under the Interlocal Agreement, payable from and secured by the Increment Revenues as provided therein. The City shall apply all amounts received from the

Agency under the Interlocal Agreement to the payment of the Note and other amounts payable under the Agreement or, to the extent such amounts reimburse the City for payments previously made from other Non-Ad Valorem Revenues, as otherwise permitted by the Interlocal Agreement and applicable law. The Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Flagler County as required by Section 163.01, Florida Statutes.

SECTION 9. APPLICATION OF PROCEEDS; LIMITATION ON USE OF INCREMENT REVENUES.

(A) The proceeds of each Advance shall be applied, together with other legally available funds of the City, to pay the costs of the Project and the costs of issuance of the Note, including the fees and expenses of Bond Counsel, the City Attorney, the Municipal Advisor, and counsel to the Bank, in accordance with the Agreement.

(B) Advances shall be applied only to acquire real property located within the boundaries of the State Road 100 Corridor Community Redevelopment Area and to pay related costs of the Project and of issuance of the Note. Increment Revenues may be used under the Interlocal Agreement only for the acquisition of real property located within those boundaries and for the payment of principal of and interest on the Note and other amounts due under the Agreement, in each case to the extent the Advances were applied as provided in this subsection. No Increment Revenues shall be paid, directly or indirectly, toward the purchase price of any real property located outside those boundaries, or toward the repayment of indebtedness incurred to acquire it. To the extent any real property the City acquires in connection with the Project is not located within the boundaries of the State Road 100 Corridor Community Redevelopment Area, the purchase price of that property and the related costs shall be paid solely from lawfully available funds of the City other than Advances and Increment Revenues.

SECTION 10. PRIVATE NEGOTIATED SALE. Based on the findings in Section 3(G) hereof, the private negotiated sale of the Note with the Bank is hereby authorized and approved. Prior to the execution of the Agreement, the City shall receive from the Bank a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, and an Affidavit of Compliance with Anti-Human Trafficking Laws required by Section 787.06, Florida Statutes.

SECTION 11. LIMITED OBLIGATION; NO PERSONAL LIABILITY. The Note and the obligations of the City under the Agreement shall be payable solely as provided herein and in the Agreement. No covenant, stipulation, obligation, or agreement contained in this Resolution, the Agreement, the Note, or the Interlocal Agreement shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future member of the City Council or any officer, agent, or employee of the City in his or her individual capacity, and no such person shall be liable personally on the Note or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 12. FURTHER ACTIONS. The Mayor, the City Manager, the City Clerk, the Finance Director, the City Attorney, and all other officers, employees, and agents of the City are

hereby authorized and directed to take all such actions and to execute and deliver all such certificates, requests for Advances, instruments, and other documents as may be necessary or desirable to carry out the intent of this Resolution and to effect the transactions contemplated by the Agreement, the Note, and the Interlocal Agreement, including, without limitation, any filings required to be made with respect to the Note with the Division of Bond Finance of the State Board of Administration of Florida, and any notice required to be filed under the City's existing continuing disclosure undertakings (which notice shall omit confidential or sensitive information regarding the Bank). The City Manager is further authorized to designate in writing one or more officers or employees of the City to request Advances under the Agreement.

SECTION 13. SEVERABILITY. If any section, paragraph, clause, or provision of this Resolution shall be held by a court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 14. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 15. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of October, 2026.

CITY OF PALM COAST, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

REAL PROPERTY COMPRISING THE PROJECT*

Owner	Number on Map	DRI Land Use	Tract	Phase	Lot	Estimated Net Uusable Acres	Estimated Gross Acres	Tax Parcel ID
		Town Residential	20A			30.60	20.64	05-12-31-0650-000A0-0011
Florida Landmark		Town Residential	20B				51.45	06-12-31-0650-000B0-0010
Florida Landmark	A	Urban Core	7			9.83	15.91	071231-5885-00000-0040
Florida Landmark	B	Urban Core		8	2	0.97	1.75	071231-5885-00000-0020
Florida Landmark	C	Urban Core		8	3	1.55	2.87	071231-5885-00000-0030
Florida Landmark	D	Urban Center		8	1B	7.90	12.73	07-12-31-5885-00000-0010
Florida Landmark	E	Urban Core		2	13	2.60	2.97	061231-5825-00000-0130
Florida Landmark	F	Town Services		5	1	4.94	8.36	051231-5855-00000-0010
Palm Coast Holdings	G	Perimeter Commercial		1	17	1.10	2.83	061231-5815-00000-0170
Palm Coast Holdings	H	Urban Core		2	3	0.30	2.97	06-12-31-5825-00000-0030
Palm Coast Holdings	I	Urban Core		2	4	3.60	8.85	061231-5825-00000-0040
Palm Coast Holdings	J	Urban Core		2	5	0.50	4.19	061231-5825-00000-0050
Palm Coast Holdings	K	Urban Core		2	8	1.10	1.29	061231-5825-00000-0080
Palm Coast Holdings	L	Urban Core		2	24	1.40	3.31	061231-5825-00000-0240
Palm Coast Holdings	M	Urban Core		2	14	2.70	3.92	061231-5825-00000-0140
Palm Coast Holdings	N	Urban Core		2	15	0.80	1.36	061231-5825-00000-0150
Palm Coast Holdings	O	Urban Core		2	16	1.48	2.68	061231-5825-00000-0160
Palm Coast Holdings	P	Urban Core		2	17	2.88	6.33	061231-5825-00000-0170
Palm Coast Holdings	Q	Urban Core		2	18	2.70	5.66	061231-5825-00000-0180
Palm Coast Holdings	R	Perimeter Commercial		1	19	1.60	3.13	061231-5815-00000-0190
Palm Coast Holdings	S	Town Commons				N/A	28.89	04-12-31-1300-00010-0000
Palm Coast Holdings	T	Town Business	15			17.5	66.29	05-12-31-0650-000A0-0018

**No representations is made as to accuracy of the Net Usable or gross acreage figures. Reference is made to that certain Purchase and Sale Agreement [Palm Coast Town Center DRI] between the City and the owners of the real property identified above for maps depicting the location of each parcel within the Town Center DRI.*

EXHIBIT B

FORM OF TAXABLE NON-REVOLVING CREDIT AGREEMENT

TAXABLE NON-REVOLVING CREDIT AGREEMENT

dated as of October 29, 2026,

between

CITY OF PALM COAST, FLORIDA

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

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TAXABLE NON-REVOLVING CREDIT AGREEMENT

THIS TAXABLE NON-REVOLVING CREDIT AGREEMENT, dated as of October 29, 2026 (as amended, modified or restated from time to time, this "*Agreement*"), between CITY OF PALM COAST, FLORIDA, a municipal corporation duly and validly existing under the laws of the State of Florida (the "*City*"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association and its successors and permitted assigns (the "*Lender*").

RECITALS

WHEREAS, pursuant to the Constitution and the laws of the State of Florida, including, particularly, Chapter 166, Part II, Florida Statutes, the Charter of the City, and other applicable provisions of law (collectively, the "*Act*"), and pursuant to a resolution adopted by the City Council of the City of Palm Coast, Florida (the "*City Council*") on October 20, 2026 (as the same may be amended, modified or restated in accordance with the terms thereof and hereof, the "*Resolution*"), the City is authorized to incur indebtedness payable from Non-Ad Valorem Revenues (as defined herein) budgeted, appropriated and deposited in accordance with the provisions of the Resolution and hereof, to pay the costs of the Project (as defined herein) pursuant to the terms and provisions of this Agreement and the promissory note attached hereto; and

WHEREAS, the City wishes to obtain a taxable non-revolving line of credit from the Lender hereunder and the Lender is willing, upon the terms and subject to the conditions set forth herein, to provide such non-revolving line of credit to the City to pay the costs of the Project;

NOW, THEREFORE, in consideration of the foregoing Recitals and other consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lender to extend to the City the non-revolving line of credit, the City and the Lender hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Certain Defined Terms.¶In addition to the terms defined in the recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

"*1933 Act*" means the Securities Act of 1933, as amended.

"*Act*" has the meaning set forth in the recitals hereof.

"*Affiliate*" means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause

the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

"*Agreement*" has the meaning set forth in the introductory paragraph hereof.

"*Anti-Corruption Laws*" means (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended, (b) the U.K. Bribery Act of 2010, as amended, and (c) any other anti-bribery or anti-corruption laws, regulations or ordinances in any jurisdiction in which the City is located or doing business.

"*Anti-Money Laundering Laws*" means applicable laws or regulations in any jurisdiction in which the City is located or doing business that relate to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

"*Applicable Law*" means (a) all applicable common law and principles of equity and (b) all applicable provisions of all (i) constitutions, statutes, rules, regulations and orders of all Governmental Authorities, (ii) Governmental Approvals and (iii) orders, decisions, judgments, writs, injunctions and decrees of all courts (whether at law or in equity) and arbitrators.

"*Applicable Spread*" means fifty-six basis points (0.56%).

"*Authorized Representative*" means those persons who are authorized to deliver Requests for Loans shown on a list of officers provided by the City to the Lender or on any update of any such list provided by the City to the Lender, or any further or different officers of the City so named by any Authorized Representative of the City in a written notice to the Lender. As of the Effective Date, the only Authorized Representatives shall be the Mayor, the City Manager, the Director of Finance, and any other Authorized Officer of the City as defined in the Resolution.

"*Available Commitment*" means, on any date, an initial amount equal to $11,000,000 and thereafter such initial amount adjusted from time to time as follows: (a) downward in an amount equal to all Loans made to the City hereunder; (b) downward in an amount equal to any reduction thereof effected pursuant to Section 2.08 or Section 3.07 hereof; and (c) downward to zero upon the expiration or termination of the Available Commitment in accordance with the terms hereof.

"*Available Tenor*" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate (1, 3 or 6 months), any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 3.06(c)(iv).

"*Bank Agreement*" means any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement, bond purchase agreement, or other agreement or instrument (or any amendment, supplement or other modification thereof) under which, directly or indirectly, any Person or Persons undertake(s) to make or provide funds to make payment of, or to purchase or provide credit enhancement for, bonds or notes of the City secured by or payable from a covenant to budget and appropriate Non-Ad Valorem Revenues.

"*Base Rate*" means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time plus one percent (1.0%), (ii) the Federal Funds Rate in effect at such time plus two percent (2.0%), or (iii) seven percent (7.0%), provided the Base Rate does not exceed the maximum rate prescribed in Section 215.84, Florida Statutes.

"*Benchmark*" means, initially, Daily Simple SOFR; *provided, that* if a Benchmark Transition Event has occurred with respect to Daily Simple SOFR or the then-current Benchmark, then "*Benchmark*" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.06(c)(i).

"*Benchmark Replacement*" means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Lender and the City giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated bilateral or syndicated credit facilities and (b) the related Benchmark Replacement Adjustment; *provided, that*, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Related Documents.

"*Benchmark Replacement Adjustment*" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Lender and approved by the City giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

"*Benchmark Replacement Date*" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; *provided, that* such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "*Benchmark Replacement Date*" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"*Benchmark Transition Event*" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; *provided, that*, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; *provided, that*, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a "*Benchmark Transition Event*" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"*Benchmark Transition Start Date*" means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective certain event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"*Benchmark Unavailability Period*" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Related Document in accordance with Section 3.06(c) and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Related Document in accordance with Section 3.06(c).

"*Bond Counsel*" means Bryant Miller Olive P.A., or any other firm of nationally recognized bond counsel selected by the City.

"*Business Day*" means (a) a day which is not a Saturday, Sunday or legal holiday on which banking institutions in Palm Coast, Florida or New York, New York or the states where the principal corporate office of the Lender is located are authorized by law to close, (b) a day on which the New York Stock Exchange or the Federal Reserve Bank is not closed and (c) with respect to all notices and determinations in connection with, and payments of principal and interest on any Loans, any day that is a Business Day described in clauses (a) and (b) and that is also a U.S. Government Securities Business Day.

"*CBA Debt*" means at any date (without duplication) all of the following to the extent that they are secured by or payable in whole or in part from a covenant to budget and appropriate Non-Ad Valorem Revenues: (A) all obligations of the City for borrowed money or evidenced by bonds, debentures, notes or other similar instruments payable from a covenant to budget and appropriate Non-Ad Valorem Revenues; (B) all obligations of the City to pay the deferred purchase price of Property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business payable from a covenant to budget and appropriate Non-Ad Valorem Revenues; (C) all obligations of the City as lessee under capitalized leases payable from a covenant to budget and appropriate Non-Ad Valorem Revenues; and (D)

all indebtedness of other Persons to the extent guaranteed by the City in whole or in part, or secured by, a covenant to budget and appropriate Non-Ad Valorem Revenues of the City; provided, however, if with respect to any obligation contemplated in (A), (B), or (C) above, the City has covenanted to budget and appropriate sufficient Non-Ad Valorem Revenues to satisfy such obligation but has not secured such obligation with a lien on or pledge of any Non-Ad Valorem Revenues then, and with respect to any obligation contemplated in (D) above, such obligation shall not be considered "CBA Debt" for purposes of this Agreement unless the City has actually used Non-Ad Valorem Revenues to satisfy such obligation during the immediately preceding Fiscal Year or reasonably expects to use Non-Ad Valorem Revenues to satisfy such obligation in the current or immediately succeeding Fiscal Year. After an obligation is considered "CBA Debt" as a result of the proviso set forth in the immediately preceding sentence, it shall continue to be considered "CBA Debt" until the City has not used any Non-Ad Valorem Revenues to satisfy such obligation for two consecutive Fiscal Years. A pledge of specific Non-Ad Valorem Revenues for any obligation of the City is not CBA Debt.

"Change in Law" means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation, Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, ruling, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"*Charter*" means the Charter of the City, as amended.

"*City*" means the City of Palm Coast, Florida, a municipal corporation duly and validly existing under the laws of the State of Florida, and any permitted successor or assign thereof hereunder.

"*City Council*" has the meaning set forth in the recitals hereof.

"*Commitment*" means the obligation of the Lender commencing on the Effective Date to make Loans for the account of the City hereunder in an aggregate principal amount at any one time not to exceed the Available Commitment.

"*Compliance Certificate*" means a certificate substantially in the form of Exhibit C hereto.

"*Conforming Changes*" means, with respect to either the use or administration of Daily Simple SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the

definition of "Business Day," the definition of "U.S. Government Securities Business Day," or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 3.06 and other technical, administrative or operational matters) that the Lender decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Lender decides is reasonably necessary in connection with the administration of this Agreement and the other Related Documents).

"*Daily Simple SOFR*" means, for any day (a "*SOFR Rate Day*"), a rate per annum equal to the greater of (a) SOFR for the day (such day, a "*SOFR Determination Day*") that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website, and (b) the Floor. If by 5:00 p.m. on the second (2nd) U.S. Government Securities Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR Administrator's Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator's Website; *provided, that* any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR with notice to an Authorized Representative of the City.

"*Daily Simple SOFR Index Rate*" means a per annum rate of interest equal to the sum of (a) Daily Simple SOFR plus (b) the Applicable Spread.

"*Debt Service Fund*" means the City of Palm Coast, Florida Taxable Non-Ad Valorem Revenue Note, Series 2026 Debt Service Fund established pursuant to Section 6.07 hereof.

"*Default*" means any event or condition which, with notice, the passage of time or any combination of the foregoing, would constitute an Event of Default.

"*Default Rate*" means, for any day, a rate of interest per annum equal to the lesser of (i) the sum of the Base Rate in effect on such day plus three percent (3.00%) or (ii) the maximum rate prescribed in Section 215.84, Florida Statutes.

"*Effective Date*" means October 29, 2026, subject to the satisfaction or waiver by the Lender of the conditions precedent set forth in Article IV hereof.

"*EMMA*" means Electronic Municipal Market Access as provided by the Municipal Securities Rulemaking Board.

"*Event of Default*" with respect to this Agreement has the meaning set forth in Section 7.01 of this Agreement and, with respect to any Related Document, has the meaning assigned therein.

"*Federal Funds Rate*" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that: (a) if such day is not a Business Day, then the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day; and (b) if no such rate is so published on such next succeeding Business Day, then the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of one-hundredth of one percent) charged to the Lender on such day on such transactions as determined by the Lender. Notwithstanding anything herein to the contrary, if the Federal Funds Rate as determined as provided above would be less than zero percent (0.0%), then the Federal Funds Rate shall be deemed to be zero percent (0.0%).

"*Fiscal Year*" means the twelve-month period from October 1 through the following September 30.

"*Fitch*" means Fitch Ratings, Inc., and any successor rating agency.

"*Floor*" means a rate of interest equal to 0.00%.

"*FRB*" means the Board of Governors of the Federal Reserve System of the United States, together with any successors thereof.

"*Generally Accepted Accounting Principles*" or "*GAAP*" means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the City as promulgated by the Governmental Accounting Standards Board.

"*Governmental Approval*" means an authorization, consent, approval, permit, license, certificate of occupancy or an exemption of, a registration or filing with, or a report to any Governmental Authority.

"*Governmental Authority*" means the government of the United States of America or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of

or pertaining to government or any arbitrator, mediator or other Person with authority to bind the City at law.

"*Indemnitee*" has the meaning set forth in Section 8.01 hereof.

"*Interest Payment Date*" means the first Business Day of each calendar month, commencing December 1, 2026.

"*Law*" means any treaty or any federal, regional, state and local law, statute, rule, ordinance, regulation, code, license, authorization, decision, injunction, interpretation, order or decree of any court or other applicable Governmental Authority.

"*Lender*" means Wells Fargo Bank, National Association, a national banking association, and its successors and assigns.

"*Lender's Office*" means the Lender's address and, as appropriate, the account as set forth in Section 9.05 hereof, or such other address or account of which the Lender may from time to time notify the City.

"*Liabilities*" has the meaning set forth in Section 8.01 hereof.

"*Loans*" has the meaning set forth in Section 2.01 hereof.

"*Margin Stock*" has the meaning ascribed to such term in Regulation U promulgated by the FRB, as now and hereafter from time to time in effect.

"*Material Adverse Effect*" means: (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) of the City; (b) a material impairment of the ability of the City to perform its obligations under any Related Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the City of any Related Document to which it is a party.

"*Maturity Date*" means October 1, 2029.

"*Moody's*" means Moody's Investors Service, Inc. and any successor rating agency.

"*Non-Ad Valorem Revenues*" means all legally available revenues of the City other than ad valorem tax revenues.

"*Note*" has the meaning set forth in Section 2.02 hereof.

"*Noteholder*" means the holder or owner of a Note.

"*Obligations*" means all obligations of the City to pay principal and interest on the Loans, all fees and charges payable hereunder, and all other payment obligations of the City arising

under or in relation to any Related Document, in each case whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired. Any obligations owed by the City other than debt service on the Loans shall be promptly communicated in writing by the Lender to the City.

"*Patriot Act*" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

"*Person*" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"*Pledged Revenues*" means the Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund and any proceeds of the Note on deposit in the Project Fund, together with investment earnings on amounts on deposit in such Funds.

"*Prime Rate*" means on any day, the rate of interest per annum then most recently established by the Lender as its "prime rate." Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Lender to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that the Lender may make various business or other loans at rates of interest having no relationship to such rate. If the Lender ceases to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported. Notwithstanding anything herein to the contrary, if the Prime Rate determined as provided above would be less than zero percent (0.0%), then the Prime Rate shall be deemed to be zero percent (0.0%).

"*Project*" means the acquisition of certain real property located within the State Road 100 Corridor Community Redevelopment Area of the City, as more particularly described in the Resolution, together with costs related thereto.

"*Project Fund*" means the fund of that name established pursuant to Section 6.09 hereof.

"*Property*" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, whether now owned or hereafter acquired.

"*Rating Agency*" means any of Moody's and Fitch, as applicable.

"*Related Documents*" means this Agreement, the Resolution, the Note and any exhibits, schedules, instruments or agreements relating thereto, as the same may be amended, modified or supplemented in accordance with the terms thereof and hereof.

"*Relevant Governmental Body*" means the FRB or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the FRB or the Federal Reserve Bank of New York, or any successor thereto.

"*Request for Loan*" means a certificate substantially in the form attached hereto as Exhibit B, properly completed and signed by an Authorized Representative, as such form may be amended, modified or updated from time to time by the Lender. The last date a Request for Loan can be made by the City is the Business Day prior to the Maturity Date.

"*Resolution*" has the meaning set forth in the recitals hereof.

"*Sanction*" or "*Sanctions*" means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and restrictions and antiterrorism laws imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future statute or Executive Order, (b) the United Nations Security Council, (c) the European Union, (d) the United Kingdom, or (e) any other governmental authority with jurisdiction over the City.

"*Sanctioned Target*" means any target of Sanctions, including: (a) persons on any list of targets identified or designated pursuant to any Sanctions, (b) persons, countries or territories that are the target of any territorial or country-based Sanctions program, (c) persons that are a target of Sanctions due to their ownership or control by any Sanctioned Target(s), or (d) otherwise a target of Sanctions, including vessels and aircraft, that are designated under any Sanctions program.

"*SOFR*" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"*SOFR Administrator*" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"*SOFR Administrator's Website*" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"*SOFR Determination Day*" has the meaning specified in the definition of "*Daily Simple SOFR.*"

"*SOFR Rate Day*" has the meaning specified in the definition of "Daily Simple SOFR."

"*State*" means the State of Florida.

"*Termination Date*" means the earliest of (i) the Maturity Date, (ii) the date on which the Commitment and Available Commitment are otherwise terminated or reduced to zero in accordance with Section 2.08 hereof and (iii) the date the Commitment terminates by its terms in accordance with Section 7.02(a) hereof.

"*Unadjusted Benchmark Replacement*" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"*Unused Fee Rate*" has the meaning set forth in Section 3.01(b) hereof.

"*U.S. Government Securities Business Day*" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

Section 1.02. Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding."

Section 1.03. Construction. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, to the singular include the plural and to the part include the whole. The word "including" shall be deemed to mean "including but not limited to," and "or" has the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The Section headings contained in this Agreement and the table of contents preceding this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. Section, subsection and exhibit references are to this Agreement unless otherwise specified.

Section 1.04. Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP. If, after the Effective Date, there shall occur any change in GAAP from those used in the preparation of the financial statements referred to in Section 6.04 hereof and such change shall result in a change in the method of calculation of any financial covenant, standard or term found in this Agreement including, without limitation, a recharacterization of operating leases to the effect that certain operating leases are to be treated as capital leases, either the City or the Lender may by notice to the other party hereto, require that the Lender and the City negotiate in good faith to amend such covenants, standards, and terms so as equitably to reflect such change in accounting principles, with the desired result being that the criteria for evaluating the financial condition of the City shall be the same as if such change had not been made. No delay by the City or the Lender in requiring such negotiation shall limit their right to so require such a negotiation at any time after such a change in accounting principles. Until any

such covenant, standard, or term is amended in accordance with this Section 1.04, financial covenants shall be computed and determined in accordance with GAAP in effect prior to such change in accounting principles.

Section 1.05. Relation to Other Documents; Acknowledgment of Different Provisions of Related Documents; Incorporation by Reference.¶(a) Nothing in this Agreement shall be deemed to amend, or relieve the City of its obligations under, any Related Document to which it is a party. Conversely, to the extent that the provisions of any Related Document allow the City to take certain actions, or not to take certain actions, with regard for example to permitted liens, transfers of assets, maintenance of financial ratios and similar matters, the City nevertheless shall be fully bound by the provisions of this Agreement.

(b) Except as provided in subsection (c) of this Section 1.05, all references to other documents shall be deemed to include all amendments, modifications and supplements thereto to the extent such amendment, modification or supplement is made in accordance with the provisions of such document and this Agreement.

(c) All provisions of this Agreement making reference to specific Sections of any Related Document shall be deemed to incorporate such Sections into this Agreement by reference as though specifically set forth herein (with such changes and modifications as may be herein provided) and shall continue in full force and effect with respect to this Agreement notwithstanding payment of all amounts due under or secured by the Related Documents, the termination or defeasance thereof or any amendment thereto or any waiver given in connection therewith, so long as this Agreement is in effect and until all Obligations are paid in full. No amendment, modification, consent, waiver or termination with respect to any of such Sections shall be effective as to this Agreement until specifically agreed to in writing by the parties hereto with specific reference to this Agreement.

Section 1.06. Rates.¶The Lender does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Benchmark, any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 3.06(c), will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Benchmark or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Lender and its Affiliates or other related entities may engage in transactions that affect the calculation of the Benchmark, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to the City. The Lender may select information sources or services in its reasonable discretion to ascertain the Benchmark, any component definition thereof or rates referred to in

the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the City or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II

FACILITIES; APPLICATION AND ISSUANCE OF THE LOANS; PAYMENTS

Section 2.01. Non-Revolving Credit Commitment¶Subject to the terms and conditions hereof, the Lender agrees to make a loan or loans (individually a "*Loan*" and collectively, the "*Loans*") in U.S. Dollars to the City from time to time on a non-revolving basis up to the amount of the Available Commitment, subject to any reductions thereof pursuant to the terms hereof, before the Termination Date. The sum of the aggregate principal amount of Loans at any time outstanding shall not exceed the Available Commitment in effect at such time. Loans may be repaid but the principal amount thereof may not be reborrowed.

Section 2.02. Loans Evidenced by a Note¶The Loans shall be evidenced by a promissory note of the City to the Lender in substantially the form set forth in Exhibit A hereto (as amended or supplemented from time to time, the "*Note*") to be issued on the Effective Date, payable to the Lender in an amount equal to the aggregate principal amount borrowed hereunder up to the Available Commitment and otherwise duly completed. All Loans made by the Lender and all payments and repayments made on account of principal thereof may be recorded by the Lender on the schedule attached to the Note, it being understood, however, that failure by the Lender to make any such endorsement shall not affect the obligations of the City hereunder or under the Note in respect of unpaid principal and interest on any Loan.

Section 2.03. Interest on Loans¶ Each Loan made or maintained by the Lender shall bear interest on the unpaid principal amount thereof from the date such Loan is advanced until paid in full at the Daily Simple SOFR Index Rate; provided that upon the occurrence and during the continuance of an Event of Default, the interest rate on the Loans shall increase to the Default Rate.

Section 2.04. Minimum Advance Amount¶Each advance of Loans shall be in an amount not less than $250,000, or any integral multiple of $1,000 in excess thereof.

Section 2.05. Manner of Advancing Loans¶

(a) *Notice to the Lender*. The City shall give notice to the Lender by no later than 11:00 a.m. Eastern time at least three (3) Business Days before the date on which the City requests the Lender to advance a Loan. The City shall give all such notices requesting the advance of a Loan to the Lender (which notice shall be irrevocable once given and, if by telephone, shall be promptly confirmed in writing in a manner acceptable to the Lender), substantially in the form attached

hereto as Request for Loan in Exhibit B or in such other form acceptable to the Lender. The City shall not deliver more than one Request for Loans in any thirty (30) calendar day period. All requests for Loans shall specify the date of the requested advance of a Loan (which shall be a Business Day), the amount of the requested Loan to be advanced and the wire instructions for such Loan; *provided* that with respect to any notices requested by telephone, the Lender shall wire such advance pursuant to the wire instructions on file with the Lender or provided to the Lender pursuant to the most recent Request for Loan delivered to the Lender in writing. The City agrees that the Lender may rely on any notice given by any person the Lender in good faith believes is an Authorized Representative without the necessity of independent investigation, and in the event any such notice by telephone conflicts with any written confirmation such telephonic notice shall govern if the Lender has acted in reliance thereon.

(b) *Disbursement of Loans*. The Lender shall make the proceeds of each new Loan available to the City at the Lender's principal office in New York, New York (or at such other location as the Lender shall designate), by depositing or wire transferring such proceeds as the City and the Lender may agree.

Section 2.06. Repayment of Loans.¶

(a) Interest on Loans shall be paid on each Interest Payment Date and on the Maturity Date.

(b) The outstanding principal amount of the Loans, together with all accrued and unpaid interest thereon and all other Obligations then due, shall be paid in full on the Maturity Date. In furtherance of Section 9.03 hereof, the Maturity Date may not be extended, and the Loans shall not be renewed, termed out, amortized beyond, or converted to a term loan maturing after, the Maturity Date, without the prior approval of the City Council and, if required, the electors of the City pursuant to Section 3(e) of Article VI of the Charter. The Lender acknowledges that the City has entered into this Agreement in reliance on the repayment of all Obligations within thirty-six (36) months after the Effective Date.

Section 2.07. Prepayment of Loans.¶The City may prepay any Loan, in whole or in part, on any Business Day, provided at least fifteen (15) calendar days' written notice is provided by the City to the Lender. Each such notice of optional prepayment may be conditioned on the occurrence or non-occurrence of an event or events described in such written notice or may be revoked by written notice of the same from the City to the Lender. All prepayments of principal shall include accrued interest to the date of prepayment and all other amounts due pursuant to this Agreement. The prepayment of Loans shall not constitute a termination or reduction of the Commitment for purposes of the termination and/or reduction fee set forth in Section 3.08 hereof.

Section 2.08. Commitment Terminations.¶Subject to Section 3.08 hereof, the City shall have the right at any time and from time to time, upon five (5) Business Days' prior written notice to the Lender (or such shorter period of time agreed to by the Lender), to terminate the Commitment

or permanently reduce the Available Commitment prior to the Termination Date without premium or penalty and in whole or in part, any partial reduction to be in an amount not less than $500,000. Any termination of the Commitment pursuant to this Section may not be reinstated.

Section 2.09. Calculation of Interest and Fee¶ Interest on Loans and fees payable hereunder shall be calculated on the basis of a year of 360 days based on the actual number of days elapsed. The City shall make or cause to be made each payment hereunder not later than 3:00 p.m. on the day when due, in lawful money of the United States to the Lender at its Lender's Office as set forth in Section 9.05 hereof in immediately available funds. Payment received by the Lender after the applicable time set forth in this Section shall be considered to have been made on the next succeeding Business Day.

ARTICLE III

THE CITY'S OBLIGATIONS

Section 3.01. Payment Obligations¶(a) Subject to Section 6.07 hereof, the City agrees to make prompt and full payment of all payment obligations owed to the Lender under the Related Documents and to pay any other Obligations owing to the Lender whether now existing or hereafter arising, irrespective of their nature, whether direct or indirect, absolute or contingent, with interest thereon at the rate or rates provided in such Related Documents and under such Obligations.

(b) The City shall pay or cause to be paid to the Lender on the first Business Day of January 2027, for the period commencing on the Effective Date to but not including the first Business Day of January 2027, and in arrears on the first Business Day of each April, July, October and January occurring thereafter to the Termination Date, and on the Termination Date, a non-refundable unused fee (the "*Unused Fee*") in an amount equal to the product of twenty-four basis points (0.24%) per annum (the "*Unused Fee Rate*") and the average daily Available Commitment during the related quarterly period.

The Unused Fee shall be computed on the basis of a 360-day year and actual days elapsed.

(c) The City shall pay within thirty (30) days after demand:

(i) if an Event of Default shall have occurred, all costs and expenses of the Lender in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights under this Agreement, the other Related Documents and such other documents which may be delivered in connection therewith; and

(ii) the reasonable fees and out-of-pocket expenses for counsel or other reasonably required consultants to the Lender in connection with responding to requests from the City for approvals, consents and waivers.

In addition, if at any time any Governmental Authority shall require any documentary stamps or any other tax lawfully imposed on the City or its Property in connection with the execution or delivery of this Agreement or other Related Documents, then, if the City lawfully may pay for such stamps, taxes or fees, the City shall pay, when due and payable, for all such stamps, taxes and fees, including interest and penalties thereon, and the City agrees to save the Lender harmless from and against any and all liabilities with respect to or resulting from any delay of the City in paying, or omission of the City to pay, such stamps, taxes and fees hereunder.

Section 3.02. Default Rate¶¶Upon the occurrence and during the continuance of an Event of Default, the Loans and any other Obligations then due and payable shall bear interest at the Default Rate, which shall be payable by the City to the Lender (or, if applicable, a Noteholder) upon demand therefor and be calculated on the basis of a 360-day year and actual days elapsed.

Section 3.03. Increased Costs Generally. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Lender or any Noteholder; or

(ii) impose on the Lender or any Noteholder any other condition, cost or expense affecting this Agreement;

and the result of any of the foregoing shall be to increase the cost to the Lender or such Noteholder of making or maintaining a Loan (or of maintaining its obligation to make Loans), or to reduce the amount of any sum received or receivable by the Lender or such Noteholder hereunder (whether of principal, interest or any other amount) then, upon written request of the Lender or such Noteholder as set forth in subsection (c) below, the City shall promptly pay to the Lender or such Noteholder, as the case may be, such additional amount or amounts as will compensate the Lender or such Noteholder, as the case may be, for such additional costs incurred or reduction suffered.

(b) *Capital Requirements*. If the Lender or any Noteholder determines that any Change in Law affecting the Lender or such Noteholder or the Lender's or such Noteholder's parent or holding company, if any, regarding capital requirements, has or would have the effect of reducing the rate of return on the Lender's or such Noteholder's capital or the capital of the Lender's or such Noteholder's parent or holding company, if any, as a consequence of this Agreement to a level below that which the Lender or such Noteholder or the Lender's or such Noteholder's parent or holding company could have achieved but for such Change in Law (taking into consideration the Lender's or such Noteholder's policies and the policies of the Lender's or such Noteholder's parent or holding company with respect to capital adequacy), then from time to time upon written request of the Lender or such Noteholder as set forth in subsection (c) below, the City shall promptly pay to the Lender or such Noteholder, as the case may be, such additional amount or amounts as will compensate the Lender or such Noteholder or the Lender's or such Noteholder's parent or holding company for any such reduction suffered.

(c) *Certificates for Reimbursement*. A certificate of the Lender or any Noteholder setting forth the amount or amounts necessary to compensate the Lender or any such Noteholder or the Lender's or any such Noteholder's parent or holding company, as the case may be, as specified in subsection (a) or (b) above and delivered to the City, shall be conclusive absent manifest error. The City shall pay the Lender or any such Noteholder, as the case may be, the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) *Delay in Requests*. Failure or delay on the part of the Lender or any such Noteholder to demand compensation pursuant to this Section shall not constitute a waiver of the Lender's or any such Noteholder's right to demand such compensation.

(e) *Survival.* Without prejudice to the survival of any other agreement of the City hereunder, the agreements and obligations of the City contained in this Section shall survive the termination of this Agreement and the payment in full of the obligations of the City thereunder and hereunder.

Section 3.04. [Reserved]

Section 3.05. Maximum Interest Rate¶ If the amount of interest payable for Loans for any period in accordance with the terms hereof exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the maximum rate permitted by Section 215.84, Florida Statutes (the "Maximum Lawful Rate"), then interest for such period shall be payable in an amount calculated at the Maximum Lawful Rate.

Section 3.06. Daily Simple SOFR Conforming Changes¶ In connection with the use or administration of Daily Simple SOFR, the Lender will have the right to make Conforming Changes from time to time; provided that any Conforming Change that would change the frequency or timing of interest payments, the notice periods applicable to Requests for Loans or prepayments, or the economic terms of the Loans shall require the prior written consent of the City. Any other amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Related Document. The Lender will promptly notify the City in writing of the effectiveness of any Conforming Changes in connection with the use or administration of Daily Simple SOFR.

Section 3.07. Changed Circumstances¶

(a) *Circumstances Affecting Benchmark Availability*. [Subject to clause (c) below, in connection with any request for a Loan or otherwise, if for any reason the Lender shall determine (which determination shall be conclusive and binding absent manifest error) that (i) reasonable and adequate means do not exist for ascertaining Daily Simple SOFR pursuant to the definition thereof or (ii) Daily Simple SOFR does not adequately and fairly reflect the cost to the Lender of making maintaining such Loans, then, in each case the Lender shall promptly give notice thereof to the City. Upon written notice thereof by the Lender to the City, , (A) the City may revoke any pending request for a borrowing of Loans (to the extent of the affected Loans) or, failing that, the City will be deemed to have converted any such request into a request for a borrowing of Loans bearing interest at the Prime Rate minus 2.5% in the amount specified therein and (B) any outstanding affected Loans will be deemed to have been converted into Loans bearing interest at the Prime Rate minus 2.5% immediately. After receipt of such written notice from the Lender, the City may terminate or reduce the Commitment in accordance with the terms hereof without the necessity of paying a termination or reduction fee pursuant to Section 3.08 hereof.]

(b) *Laws Affecting SOFR Availability*. If, after the date hereof, the introduction of, or any change in, any applicable Law or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Lender (or its respective lending offices) with any request or directive (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency, shall make it unlawful or impossible for the Lender (or its respective lending offices) to honor its obligations hereunder to make or maintain any Loan, or to determine or charge interest based upon SOFR or Daily Simple SOFR, the Lender shall promptly give written notice thereof to the City (an "*Illegality Notice*"). Thereafter, until the Lender notifies the City that the circumstances giving rise to such determination no longer exist, any obligation of the Lender to make Loans shall be suspended. Upon receipt of an Illegality Notice, the City shall, if necessary to avoid such illegality, upon demand from the Lender, prepay or, if applicable, convert all Loans to Loans bearing interest at the Prime Rate minus 2.5%. Upon any such prepayment or conversion, the City shall also pay accrued interest on the amount so prepaid or converted.

(c) *Benchmark Replacement Setting*.

(i) *Benchmark Replacement*. Notwithstanding anything to the contrary herein or in any other Related Document, upon the occurrence of a Benchmark Transition Event, the Lender and the City may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Lender has posted such

proposed amendment to the City. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 3.06(c)(i) will occur prior to the applicable Benchmark Transition Start Date.

(ii) *Benchmark Replacement Conforming Changes*. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Lender will have the right to make Conforming Changes from time to time, subject to the proviso in Section 3.05 hereof, and, notwithstanding anything to the contrary herein or in any other Related Document, any other amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Related Document.

(iii) *Notices; Standards for Decisions and Determinations*. The Lender will promptly notify the City in writing of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Lender will promptly notify the City of the removal or reinstatement of any tenor of a Benchmark pursuant to Section 3.06(c)(iv). Any determination, decision or election that may be made by the Lender pursuant to this Section 3.06(c), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party to this Agreement or any other Related Document, except, in each case, as expressly required pursuant to this Section 3.06(c).

(iv) *Unavailability of Tenor of Benchmark*. Notwithstanding anything to the contrary herein or in any other Related Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (1, 3 or 6 months) and either (1) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Lender in its reasonable discretion or (2) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Lender may modify the definition of "*Interest Period*" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (A) above either (1) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (2) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the

Lender may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) [Reserved].

(vi) *Benchmark Unavailability Period*. Upon the City's receipt of notice of the commencement of a Benchmark Unavailability Period, (A) the City may revoke any pending request for a borrowing of Loans to be made during any Benchmark Unavailability Period and, failing that, the City will be deemed to have converted any such request into a request for a borrowing of a Loan bearing interest at the Prime Rate minus 2.5% and (B) any outstanding affected Loans will be deemed to have been converted to Loans bearing interest at the Prime Rate minus 2.5% immediately.

(vii) *Maximum Rate*. Notwithstanding any of the foregoing, such revised rate of interest to be borne by the Loans shall not exceed the maximum rate prescribed in Section 215.84, Florida Statutes.

Section 3.08. Optional Termination or Reduction Fee¶The City shall pay to the Lender a termination or reduction fee in connection with the termination or reduction of all or any portion of the Commitment prior to the first anniversary of the Effective Date, in an amount equal to the product of (A) the Unused Fee Rate in effect on the date of termination or reduction, as applicable, (B) the amount of the Commitment to be terminated or reduced, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such optional termination or reduction, as applicable, to and including the first anniversary of the Effective Date, and the denominator of which is 360, payable on the date that all or any portion of the Commitment is terminated or reduced. Notwithstanding the foregoing, no termination or reduction fee shall be payable in connection with (i) any termination or reduction occurring after the Lender has demanded payment of any additional amount, on account of increased costs, capital adequacy, taxes or a Change in Law pursuant to Section 3.03 hereof , (ii) notice of any circumstance effecting benchmark availability pursuant to Section 3.07(a) hereof, (iii) the payment or prepayment of the principal of any Loan, or (iv) any reduction of the Available Commitment resulting from the making of Loans hereunder.

ARTICLE IV

CONDITIONS PRECEDENT

Section 4.01. Conditions Precedent to Effective Date¶The obligation of the Lender to make the Commitment available hereunder is subject to the conditions precedent that the Lender shall have received, on or before the Effective Date, the items listed below in this Section, each dated and in form and substance as is satisfactory to the Lender.

(a) An executed original or certified copy, as applicable, of the Resolution and this Agreement and the Note.

(b) The following opinions, dated the Effective Date and addressed to the Lender or on which the Lender is otherwise expressly authorized to rely:

(i) from the Bond Counsel, opinions as to the due authorization, execution, delivery and enforceability of the Related Documents and such other customary matters as the Lender may reasonably request;

(c) The following documents and other information:

(i) the audited annual financial statements of the City for the Fiscal Year ended September 30, 2025;

(ii) a certificate dated the Effective Date and executed by an Authorized Representative certifying the names, titles, offices and signatures of the persons authorized to sign, on behalf of the City, the Related Documents and the other documents to be delivered by it hereunder or thereunder;

(iii) a certificate dated the Effective Date and executed by an Authorized Representative certifying (A) that there has been no event or circumstance since September 30, 2025, that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, (B) that the representations and warranties contained in Article V hereof and the other Related Documents are true and correct in all material respects on the Effective Date and (C) that no event has occurred and is continuing, or would result from entry into this Agreement, which would constitute a Default or Event of Default;

(iv) true and correct copies of all Governmental Approvals, if any, necessary for the City to execute, deliver and perform the Related Documents to which it is a party; and

(v) [Reserved].

(d) A written description of all actions, suits or proceedings pending or threatened against the City or any of its Affiliates in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a Material Adverse Effect, if any, and such other statements, certificates, agreements, documents and information with respect thereto as the Lender may reasonably request.

(e) The Lender shall have received reimbursement of the Lender's fees and expenses and any other fees incurred in connection with the transaction contemplated by the Related Documents and Kutak Rock LLP, as counsel to the Lender, shall have received payment of its legal fees and expenses in an amount not to exceed $25,000, plus disbursements, incurred in

connection with the preparation, review, negotiation, execution and delivery of the Related Documents.

(f) All other legal matters pertaining to the execution and delivery of this Agreement and the Related Documents shall be satisfactory to the Lender and its counsel, and the Lender shall have received such other statements, certificates, agreements, documents and information with respect to the City and the other parties to the Related Documents and matters contemplated by this Agreement as the Lender may reasonably request.

(g) The Note shall not be (i) assigned a specific rating by any Rating Agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of official statement, private placement memorandum or other offering document or (iv) placed or offered by a broker-dealer in the capacity of an underwriter or a placement agent.

Section 4.02. Conditions Precedent to Each Loan.¶The obligation of the Lender to make a Loan is subject to the satisfaction of the following conditions precedent on the date of such Loan:

(a) the representations and warranties of the City set forth in Article V of this Agreement shall be true and correct in all material respects on the date of such Loan (except (i) to the extent any such representation or warranty expressly relates to an earlier date or (ii) that the last sentence of Section 5.05 shall refer to the most recent audited financials of the City delivered to the Lender pursuant to Section 4.01(c)(i) or Section 6.04 hereof);

(b) no Default or Event of Default shall have occurred and be continuing on the date of such Loan; and

(c) the Lender shall have received a Request for Loan in the form of Exhibit B hereto as required under, and in strict conformity with, Section 2.05(a) hereof.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The City makes the following representations and warranties to the Lender:

Section 5.01. Existence and Power; Due Authorization.¶The City is a municipal corporation of the State duly and validly existing under the laws of the State and has the power and authority to execute and deliver this Agreement and the other Related Documents and to perform its obligations under this Agreement and the other Related Documents.

Section 5.02. Valid and Binding Obligations.¶This Agreement has been duly executed and delivered by one or more duly authorized officers of the City, and each of the Related Documents to which the City is a party, when executed and delivered by the City, will be a legal, valid and

binding limited obligation of the City enforceable in accordance with its terms, except as such enforceability may be limited by (a) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 5.03. Noncontravention; Compliance with Law¶ The execution, delivery and performance of this Agreement and each of the other Related Documents in accordance with their respective terms do not and will not (i) contravene the City's authorizing legislation, (ii) require any consent or approval of any creditor of the City, (iii) violate any Laws (including, without limitation, Regulations T, U or X of the FRB, or any successor regulations), or (iv) conflict with, result in a breach of or constitute a default under any contract to which the City is a party or by which it or any of its Property may be bound.

Section 5.04. Pending Litigation and Other Proceedings.¶There is no action, suit or proceeding pending in any court, any other governmental authority with jurisdiction over the City or any arbitration in which service of process has been completed against the City or, to the knowledge of the City, any other action, suit or proceeding pending or threatened in any court, any other governmental authority with jurisdiction over the City or any arbitrator, in either case against the City or any of its properties or revenues, or any of the Related Documents to which it is a party, which if determined adversely to the City would adversely affect the rights, security, interests or remedies of the Lender hereunder or under any of the other Related Documents or which is reasonably likely to result in a Material Adverse Effect, except any action, suit or proceeding which has been brought prior to the Effective Date as to which the Lender has received an opinion of counsel satisfactory to the Lender, in form and substance satisfactory to the Lender and the Lender's legal counsel, to the effect that such action, suit or proceeding is without substantial merit.

Section 5.05. Financial Statements¶ The audited financial statements of the City as at September 30, 2025, and the related consolidated statement of activities and changes in net assets and the consolidated statement of cash flows for the Fiscal Year then ended, and accompanying notes thereto, which financial statements, accompanied by the audit report of independent public accountants, heretofore furnished to the Lender, which are consistent in all material respects with the audited financial statements of the City for the Fiscal Year ended September 30, 2025, fairly present the financial condition of the City in all material respects as of such dates and the results of its operations for the periods then ended in conformity with applicable GAAP. Since September 30, 2025, there has been no material adverse change in the financial condition or operations of the City that could reasonably be expected to result in a Material Adverse Effect.

Section 5.06. No Defaults¶No default by the City has occurred and is continuing in the payment of the principal of or premium, if any, or interest on any CBA Debt. No bankruptcy, insolvency or other similar proceedings pertaining to the City are pending or presently contemplated. No Default or Event of Default has occurred and is continuing hereunder. The City is not presently in default under any material agreement to which it is a party which could

reasonably be expected to have a Material Adverse Effect. The City is not in violation of any material term of the authorizing legislation applicable to the City or any material term of any bond indenture or agreement to which it is a party or by which any of its Property is bound which could reasonably be expected to result in a Material Adverse Effect.

Section 5.07. Correct Information.¶The audited financial statements of the City described in Section 5.05 hereof and the other financial statements of the City furnished by the City to the Lender were, at the time the same were so furnished, correct in all material respects.

Section 5.08. Investment Company.¶The City is not an "*investment company*" or a company "*controlled*" by an "*investment company*," as such terms are defined in the Investment Company Act of 1940, as amended.

Section 5.09. Margin Stock.¶The City is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds of the Loans will be used to purchase or carry any such Margin Stock or extend credit to others for the purpose of purchasing or carrying any such Margin Stock.

Section 5.10. [Reserved].¶

Section 5.11. Usury.¶None of the Related Documents provide for any payments that would violate any applicable law regarding permissible maximum rates of interest.

Section 5.12. Security.¶The principal of and interest on the Loans are secured by a covenant to budget and appropriate Non-Ad Valorem Revenues as set forth in Section 6.07 hereof and in the Resolution.

Section 5.13. Pending Legislation and Decisions.¶There is no amendment, or to the knowledge of the City, proposed amendment to the Constitution of the State or any State law or any administrative interpretation of the Constitution of the State or any State law, or any legislation that has passed either house of the legislature of the State, or any judicial decision interpreting any of the foregoing, the effect of which will materially adversely affect the security for this Agreement or any Obligation, the creation, organization, or existence of the City or the titles to office of any officers executing this Agreement or any Related Documents to which the City is a party or the City's ability to repay when due its obligations under this Agreement.

Section 5.14. No Immunity.¶Under existing law, the City is not entitled to raise the defense of sovereign immunity in connection with any legal proceeding to enforce or collect upon this Agreement or the other Related Documents including the payment of the principal of and interest on the Loans or the payment of any other Obligations; provided that the City is entitled to raise the defense of sovereign immunity in connection with actions based on torts.

Section 5.15. Anti-Corruption Laws and Anti-Money Laundering Laws.¶ The City has instituted, maintains and complies with policies, procedures and controls reasonably designed to assure compliance with Anti-Money Laundering Laws and Anti-Corruption Laws and, to the best

of the City's knowledge, after due care and inquiry, no affiliate, officer, director or agent acting on behalf of the City is under investigation for an alleged violation of Anti-Money Laundering Laws or Anti-Corruption Laws by a governmental authority that enforces such laws.

Section 5.16. Sanctions¶(i) The City is not a Sanctioned Target, and (ii) to the best of the City's knowledge, after due care and inquiry, no affiliate, officer, director or agent acting on behalf of the City is under investigation for an alleged violation of Sanction(s) by a governmental authority that enforces Sanctions.

Section 5.17. No Existing Right to Accelerate¶ As of the Effective Date, no CBA Debt of the City is subject to a right of the holder thereof to accelerate such CBA Debt or otherwise to declare it immediately due and payable prior to its stated maturity upon the occurrence of an event of default.

Section 5.18. Charter Limitation¶ The execution, delivery and performance of this Agreement and the Note do not require authorization by the electors of the City under Section 3(e) of Article VI of the Charter, because all Obligations are required to be repaid within thirty-six (36) months after the Effective Date and the principal amount of the Note does not exceed $15,000,000.

ARTICLE VI

COVENANTS OF THE CITY

The City covenants and agrees, until the full and final payment and satisfaction of all of the Obligations, except in any instance in which the Lender specially agrees in writing to any performance or noncompliance, that:

Section 6.01. Existence, Etc¶ The City (a) shall maintain its existence as a municipal corporation duly and validly existing under the laws of the State and (b) shall not liquidate or dissolve.

Section 6.02. Payment of Obligations¶The City shall pay (a) all CBA Debt of the City in accordance with the terms thereof and (b) all taxes, assessments (general or special) and governmental charges of any kind whatsoever, as and when the same respectively come due, that may be at any time lawfully assessed or levied against or with respect to the City, in each case, unless the failure to do so could not reasonably be expected to have a Material Adverse Effect.

Section 6.03. Compliance with Laws¶The City shall comply with all Laws applicable to it and its Property, except where non-compliance could not reasonably be expected to result in a Material Adverse Effect.

Section 6.04. Reports¶The City shall furnish to the Lender in form and detail satisfactory to the Lender:

(a) *Annual Report*. As soon as available, and in any event within two hundred seventy (270) days after the end of the Fiscal Year, the annual audited financial statements of the City together with (1) the opinion of the City's independent accountants and (2) a Compliance Certificate in the form of Exhibit C hereto signed by an Authorized Representative stating that no Event of Default or Default has occurred, or if such Event of Default or Default has occurred, specifying the nature of such Event of Default or Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Event of Default or Default.

(b) *Budget*. As soon as available, and in any event within sixty (60) days after the end of the Fiscal Year, the operating budget of the City.

(c) *Notice of Default or Event of Default*. (i) Promptly upon obtaining knowledge of any Default or Event of Default, or notice thereof, and in any event within five (5) days thereafter, a certificate signed by an Authorized Representative specifying in reasonable detail the nature and period of existence thereof and what action the City has taken or proposes to take with respect thereto; (ii) promptly following a written request of the Lender, a certificate of an Authorized Representative as to the existence or absence, as the case may be, of a Default or an Event of Default under this Agreement; and (iii) promptly upon obtaining knowledge of any "default" or "event of default" as defined under any Bank Agreement, notice specifying in reasonable detail the nature and period of existence thereof and what action the City has taken or proposes to take with respect thereto.

(d) Anti-Dilution Compliance. Prior to the issuance or incurrence of any additional debt secured by all or a portion of the Non-Ad Valorem Revenues, the City shall provide the Lender a written copy of computations demonstrating compliance with Section 6.08 hereof.

(e) *Litigation*. As promptly as practicable, written notice to the Lender of all actions, suits or proceedings pending or threatened against the City in court or before any arbitrator of any kind or before any governmental authority which could reasonably be expected to result in a Material Adverse Effect.

(f) *Other Information*. Such other information regarding the business affairs, financial condition and/or operations of the City as the Lender may from time to time reasonably request.

Section 6.05. Maintenance of Books and Records.¶The City will keep proper books of record and account in which full, true and correct entries will be made in accordance with GAAP. All financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements, except as otherwise specifically prescribed herein. Except as provided in the immediately preceding sentence, in preparing any financial data or statements contemplated

or referred to in this Agreement, subject to applicable GAAP, the City shall not vary or modify the accounting methods or principles from the accounting standards employed in the preparation of its audited financial statements described in Section 5.05 hereof.

Section 6.06. Access to Books and Records.¶To the extent permitted by law, the City will permit any Person designated by the Lender (at the expense of the Lender, unless and until a Default or Event of Default has occurred, at which time such expenses shall be borne by the City) to visit any of the offices of the City to examine the books and financial records (except books and financial records the examination of which by the Lender is prohibited by law or by attorney or client privilege), including minutes of meetings of any relevant governmental committees or agencies, and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the City with its principal officials, all at such reasonable times and as often as the Lender may reasonably request.

Section 6.07. Covenant to Budget and Appropriate.¶(A) Subject to the next paragraph, the City covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available in each fiscal year, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Note and other amounts payable hereunder (including, without limitation, any amounts payable pursuant to Sections 3.01(c) and 3.02 hereof) not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the City to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The City further acknowledges and agrees that the obligation of the City to include the amount of any deficiency in payments under this Agreement and the Note in each of its succeeding annual budgets until such deficiency is paid may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues (except as provided in Section 6.08 hereof), nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Noteholder a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Agreement or the Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the City hereunder shall be payable solely from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues

or to permit or constitute a mortgage or lien upon any assets owned by the City and no Noteholder nor any other person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the City which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of this Agreement, the Resolution or the Note to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. The City is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. Such covenant is further subject to Section 166.241(2), Florida Statutes, which provides that an officer of a municipal government may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Agreement, the Resolution nor the obligations of the City hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the City, but shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues and funding requirements for essential governmental services of the City.

There is hereby created and established the "City of Palm Coast, Florida Taxable Non-Ad Valorem Revenue Note, Series 2026 Debt Service Fund," which fund shall be a trust fund held by the Director of Finance of the City, which shall be held solely for the benefit of the Noteholder. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Agreement shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the City for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The City may at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Noteholder, the Debt Service Fund established hereby. Such depository or depositaries shall perform, at the direction of the City, the duties of the City in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the City and its agents and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars ($50,000,000).

(B) Until applied in accordance with this Agreement, the Non-Ad Valorem Revenues of the City on deposit in the Debt Service Fund and other amounts on deposit from time to time therein, plus any earnings thereon, are pledged to the repayment of the Note. The City does further covenant and represent that it has the power under the Act to irrevocably pledge the

Pledged Revenues to the payment of the principal of and interest on the Note and that the pledge of the Pledged Revenues in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent resolution, ordinance or other proceeding of the City without the written consent of the Noteholder.

Section 6.08. Anti-dilution¶The City may incur additional debt secured by all or a portion of the Non-Ad Valorem Revenues only if the total amount of Non-Ad Valorem Revenues for the prior Fiscal Year was at least 1.50 times the maximum annual debt service of all debt to be paid from Non-Ad Valorem Revenues (collectively, "Debt"), including any Debt payable from one or several specific revenue sources.

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed assuming that interest accrues on such Debt at the current "Bond Buyer 25-Bond Revenue Index" as published in The Bond Buyer (or comparable Index if "Bond Buyer 25-Bond Revenue Index" no longer exists) no more than three weeks prior to any such calculation. In addition, with respect to debt service on any Variable Rate Debt which is subject to a hedge agreement, interest on such Debt during the term of such hedge agreement shall be deemed to be the hedge payments coming due during such period of time but only up to the notional amount of the hedge agreement. For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize over 20 years on an approximately level debt service basis. For purposes of this paragraph, "balloon indebtedness" includes indebtedness if 25% or more of the original principal amount thereof comes due in any one year. For purposes of calculating maximum annual debt service, with respect to debt service on any Debt to which the City elects to receive or is otherwise entitled to receive direct subsidy payments from the United States Department of Treasury, when determining the interest on such Debt for any particular interest payment date the amount of the corresponding subsidy payment shall be deducted from the amount of interest which is due and payable with respect to such Debt on the interest payment date.

With respect to debt service on any Debt which the City has covenanted to budget and appropriate sufficient Non-Ad Valorem Revenue as a secondary source of funds to satisfy such obligation, only that portion of the debt service on such Debt which was paid for from Non-Ad Valorem Revenues in the immediately preceding Fiscal Year shall be considered in calculating maximum annual debt service.

Section 6.09. Use of Proceeds¶The City will use the proceeds of the Loans, together with other legally available funds of the City, to pay the costs of the Project and the costs of issuance of the Note, with Loans deposited, when drawn, into the Project Fund or paid directly to the closing agent for the acquisition of the Project. For the avoidance of doubt, the City will not use any portion of the proceeds of the Loans for the purpose of carrying or purchasing any Margin Stock.

The City covenants and agrees to establish a special fund to be designated "City of Palm Coast, Florida Taxable Non-Ad Valorem Revenue Note, Series 2026 Project Fund" (the "*Project Fund*"). All moneys deposited in the Project Fund shall be and constitute a trust fund created for the purposes stated, and there is hereby created a lien upon such fund in favor of the Noteholder until the moneys thereof shall have been applied in accordance with this Agreement. The designation and establishment of the Project Fund by this Agreement shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain assets of the City for certain purposes and to establish certain priorities for application of such assets as herein provided. Amounts on deposit from time to time in the Project Fund, plus any earnings thereon, are pledged to the repayment of the Note. Costs of the Project will be paid from the Project Fund.

Section 6.10. Immunity from Jurisdiction.¶To the fullest extent permitted by law, the City will not assert any immunity it may have as a public entity under the laws of the State from lawsuits with respect to this Agreement or any other Related Document. Notwithstanding the foregoing, it is understood that the City does not waive its sovereign immunity as provided under Section 768.28, Florida Statutes.

Section 6.11. [Reserved].¶

Section 6.12. [Reserved].¶

Section 6.13. Compliance with Documents.¶ The City agrees that it will perform and comply with each covenant and agreement required to be performed or observed by it in the Resolution, which covenants are hereby incorporated by reference herein for the benefit of the Lender. No amendment to the Resolution that would materially and adversely affect the rights of the Lender shall be effective as to this Agreement without the prior written consent of the Lender.

Section 6.14. Other Agreements.¶ In the event that the City has outstanding or shall incur any CBA Debt the holder of which has the right to accelerate such CBA Debt or otherwise to declare it immediately due and payable prior to its stated maturity upon the occurrence of an event of default, the City shall provide the Lender with a copy of the instrument or agreement granting such right, and, notwithstanding the last paragraph of Section 7.02 hereof, the Lender shall have the same right to declare the Obligations immediately due and payable upon the occurrence of an Event of Default hereunder for so long as such CBA Debt remains outstanding and such right remains in effect.

Section 6.15. Anti-Money Laundering Laws and Anti-Corruption Laws; Sanctions.¶

(a) The City shall not use any of the proceeds of the Loans to fund, finance or facilitate any activities, business or transactions that would be prohibited by Anti-Money Laundering Laws or Anti-Corruption Laws.

(b) The City shall not use any of the proceeds of the Loans to fund, finance or facilitate any activities, business or transactions: (i) that are prohibited by Sanctions, (ii) that would be prohibited by U.S. Sanctions if conducted by a U.S. Person, or (iii) that would be prohibited by Sanctions if conducted by the Lender, or any other party to this Agreement. The City shall notify the Lender in writing not more than one Business Day after first becoming aware of any breach of this Section.

Section 6.16. Source of Repayment and Collateral¶The City shall not fund any repayment of the Loans with proceeds, or provide as collateral any Property, that is directly or indirectly derived from any transaction or activity that is prohibited by Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws, or that could otherwise cause the Lender or any other party to this Agreement to be in violation of Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01. Events of Default¶The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of Law) shall be an "Event of Default" hereunder, unless waived in writing by the Lender:

(a) the City shall fail to pay the principal of or interest on any Loan when due;

(b) the City shall fail to pay any Obligation (other than the obligation to pay the principal of or interest on the Loans) and such failure shall continue for three (3) Business Days;

(c) any representation or warranty made by or on behalf of the City in this Agreement or in any other Related Document or in any certificate or statement delivered hereunder or thereunder shall be incorrect or untrue in any material respect when made or deemed to have been made or delivered;

(d) the City shall default in the due performance or observance of any of the covenants set forth in Sections 6.01, 6.04(a), 6.04(b), 6.07, 6.08 or 6.10 hereof;

(e) the City shall default in the due performance or observance of any other term, covenant or agreement contained in this Agreement or any other Related Document and such default shall remain unremedied for a period of thirty (30) days after the earlier of (i) actual knowledge by an Authorized Representative of the occurrence thereof or (ii) written notice from the Lender of such default and requesting the same to be remedied; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such thirty (30) day period and the City has provided notice to the Lender of such fact, no Event of Default shall be deemed to have occurred or

exist if, and so long as, the City shall commence such performance within such thirty (30) day period and shall diligently and continuously prosecute the same to completion within an additional thirty (30) days after such initial thirty (30) period. The City shall give written notice to the Lender of the need for such additional thirty (30) day period.

(f) the City shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) become insolvent or shall not pay, or be unable to pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its Property, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, marshalling of assets, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (vi) take any action in furtherance of any matter described in parts (i) through (v) above, or (vii) fail to contest in good faith any appointment or proceeding described in Section 7.01(g) of this Agreement;

(g) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for the City or any substantial part of its Property, or a proceeding described in Section 7.01(f)(v) shall be instituted against the City and such proceeding continues undischarged or any such proceeding continues undismissed or unstayed for a period of thirty (30) or more days;

(h) a debt moratorium, debt restructuring, debt adjustment or comparable restriction is imposed on the repayment when due and payable of the principal of or interest on any CBA Debt of the City by the City or any Governmental Authority with appropriate jurisdiction;

(i) any material provision of this Agreement or any other Related Document shall at any time for any reason cease to be valid and binding on the City as a result of any legislative or administrative action by a Governmental Authority with competent jurisdiction or shall be declared in a final non-appealable judgment by any court with competent jurisdiction to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be publicly contested by the City;

(j) dissolution or termination of the existence of the City;

(k) the City shall (i) default on the payment of the principal of or interest on any CBA Debt in an aggregate outstanding principal amount in excess of $5,000,000, beyond the period of grace, if any, provided in the instrument or agreement under which such CBA Debt was created or incurred; or (ii) default in the observance or performance

of any agreement or condition relating to any CBA Debt or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to permit (determined without regard to whether any notice is required) any such CBA Debt in an aggregate outstanding principal amount in excess of $5,000,000 to become immediately due and payable in full as the result of the acceleration, mandatory redemption or mandatory tender of such CBA Debt;

(l) any final, unappealable judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes, which are not covered in full by insurance, with written acknowledgement of such coverage having been provided by the provider of such insurance coverage to the Lender, in an aggregate amount not less than $5,000,000 shall be entered or filed against the City or against any of its Property and remain unpaid, unvacated, unbonded or unstayed for a period of sixty (60) days;

(m) any "event of default" under any Related Document (as defined respectively therein) shall have occurred; or

(n) [Reserved].

Section 7.02. Consequences of an Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Lender may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(a) deliver written notice to the City that the Lender's obligation to advance Loans hereunder has terminated;

(b) either personally or by attorney or agent without bringing any action or proceeding take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Related Documents or to enforce performance or observance of any obligation, agreement or covenant of the City under the Related Documents, whether for specific performance of any agreement or covenant of the City or in aid of the execution of any power granted to the Lender in the Related Documents; and

(c) exercise, or cause to be exercised, any and all remedies as it may have under the Related Documents and as otherwise available at law and in equity.

The Lender acknowledges that acceleration of the Obligations is not an available remedy hereunder or under any Related Documents.

Section 7.03. Remedies Cumulative; Solely for the Benefit of the Lender. To the extent permitted by, and subject to the mandatory requirements of, applicable Law, each and every right, power and remedy herein specifically given to the Lender in the Related Documents shall be cumulative,

concurrent and nonexclusive and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy (whether specifically herein given or otherwise existing) may be exercised from time to time and as often and in such order as may be deemed expedient by the Lender, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

The rights and remedies of the Lender specified herein are for the sole and exclusive benefit, use and protection of the Lender, and the Lender is entitled, but shall have no duty or obligation to the City or any other Person or otherwise, to exercise or to refrain from exercising any right or remedy reserved to the Lender hereunder or under any of the other Related Documents.

Section 7.04. Waivers or Omissions.¶No delay or omission by the Lender in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right, remedy or power or be construed to be a waiver of any default on the part of the Lender or to be acquiescence therein. No express or implied waiver by the Lender of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default.

Section 7.05. Discontinuance of Proceedings.¶In case the Lender shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Related Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Lender shall have the unqualified right so to do and, in such event, the City and the Lender shall be restored to their former positions with respect to the Obligations, the Related Documents and otherwise, and the rights, remedies, recourse and powers of the Lender hereunder shall continue as if the same had never been invoked.

ARTICLE VIII

INDEMNIFICATION

Section 8.01. Indemnification.¶ In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or equity, the City hereby agrees (to the extent permitted by law) to indemnify and hold harmless the Lender and its officers, directors and agents (each, an "*Indemnitee*") from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever (including reasonable attorneys' fees) which an Indemnitee may incur or which may be claimed against an Indemnitee by any Person or entity whatsoever (collectively, the "*Liabilities*") by reason of or in connection with (a) the execution and delivery of, or payment or failure to pay under, any Related Document; and (b) any Loan or the use of the proceeds of any Loan; provided that the City shall not be required to indemnify an Indemnitee for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such

Indemnitee. Nothing under this Section 8.01 is intended to limit the City's payment of the Obligations.

Section 8.02. Survival¶The obligations of the City under this Article VIII shall survive the payment of all Obligations and the termination of this Agreement.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Patriot Act Notice¶The Lender hereby notifies the City that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Lender to identify the City in accordance with the Patriot Act. The City hereby agrees that it shall promptly provide such information upon written request by the Lender.

Section 9.02. Further Assurances¶From time to time upon the request of either party hereto, the other shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as the requesting party may in its reasonable discretion deem necessary or desirable to confirm this Agreement, and the other Related Documents, to carry out the purpose and intent hereof and thereof or to enable the requesting party to enforce any of its rights hereunder or thereunder. At any time, and from time to time, upon request by the Lender, the City will, at the City's expense, correct any defect, error or omission caused by the City which may be discovered in the form or content of any of the Related Documents. Any cost of correction of any defect, error or omission caused by the Lender shall be at the Lender's expense.

Section 9.03. Amendments and Waivers; Enforcement¶The Lender and the City may from time to time enter into agreements amending, modifying or supplementing this Agreement or the other Related Documents or changing the rights of the Lender or the City hereunder or thereunder, and the Lender may from time to time grant waivers or consents to a departure from the due performance of the obligations of the City hereunder or thereunder. Any such agreement, waiver or consent must be in writing and shall be effective only to the extent specifically set forth in such writing. In the case of any such waiver or consent relating to any provision hereof, any Default or Event of Default so waived or consented to shall be deemed to be cured and not continuing, but no such waiver or consent shall extend to any other or subsequent Default or Event of Default or impair any right consequent thereto. Notwithstanding the foregoing, any amendment to the definition of Maturity Date is subject to the limitations set forth in Section 2.06(b) hereof.

Section 9.04. No Implied Waiver; Cumulative Remedies¶No course of dealing and no delay or failure of the Lender in exercising any right, power or privilege under this Agreement or the other Related Documents shall affect any other or future exercise thereof or exercise of any right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege or any

abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies of the Lender under this Agreement are cumulative and not exclusive of any rights or remedies which the Lender would otherwise have under any Related Document, at law or in equity.

Section 9.05. Notices¶All notices, requests, demands, directions and other communications (collectively "*notices*") under the provisions of this Agreement shall be in writing (including facsimile communication), unless otherwise expressly permitted hereunder, and shall be sent by first-class mail or overnight delivery and shall be deemed received as follows: (i) if by first-class mail, five (5) days after mailing; (ii) if by overnight delivery, on the next Business Day; (iii) if by telephone, when given to a person who confirms such receipt; and (iv) if by facsimile, when confirmation of receipt is obtained; provided that each Request for Loan shall be sent via e-mail or by facsimile. All notices shall be sent to the applicable party at the following address or in accordance with the last unrevoked written direction from such party to the other parties hereto:

The City:	City of Palm Coast, Florida 160 Lake Avenue Palm Coast, Florida 32164 Attention: Director of Finance Telephone: (386) 986-3726 Email: HAlves@palmcoastgov.com
The Lender:	Wells Fargo Bank, National Association 100 South Ashley Drive, 10th Floor Tampa, Florida 33602 Attention: Vincent Mattio Telephone: (813) 285-0745 E-mail: vincent.mattio@wellsfargo.com
with a copy to:	Wells Fargo Bank, National Association 704 Tryon Street, 27th Floor Charlotte, North Carolina 28202 Attention: Renee Toneske Telephone: (704) 427-0066 Email: renee.toneske@wellsfargo.com

Lender Wire Instructions:	ABA#: Name: Wells Fargo Bank, N.A. Account #: Account Name: Wells Fargo Bank N.A. Roanoke Wire Account Address: 7711 Plantation Rd., Roanoke, VA 24019 Customer Name: City of Palm Coast, Florida CID # [_____] [Lender to confirm wire instructions] FCN# New (assigned upon booking)
The Lender with respect to a Request for Loan:	Wells Fargo Bank, National Association 100 South Ashley Drive, 10th Floor Tampa, Florida 33602 Attention: Vincent Mattio Telephone: (813) 285-0745 E-mail: vincent.mattio@wellsfargo.com
with a copy to:	Wells Fargo Bank, National Association 704 Tryon Street, 27th Floor Charlotte, North Carolina 28202 Attention: Renee Toneske Telephone: (704) 427-0066 Email: renee.toneske@wellsfargo.com

The Lender may rely on any notice (including telephone communication) purportedly made by or on behalf of the other, and shall have no duty to verify the identity or authority of the Person giving such notice, unless such actions or omissions would amount to gross negligence or intentional misconduct.

Section 9.06. [Reserved].

Section 9.07. No Third-Party Rights. Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the parties hereto and the Noteholders any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto.

Section 9.08. Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 9.09. Governing Law; Waiver of Jury Trial. (a) This Agreement shall be governed by, and construed in accordance with, the laws of the State without giving effect to conflicts of law provisions.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAWS, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE RELATED DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

(c) The covenants and waivers made pursuant to this Section 9.09 shall be irrevocable and unmodifiable, whether in writing or orally, and shall be applicable to any subsequent amendments, renewals, supplements or modifications of this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

Section 9.10. Prior Understandings.¶ This Agreement and the other Related Documents supersede all other prior understandings and agreements, whether written or oral, among the parties hereto relating to the transactions provided for herein and therein.

Section 9.11. Duration.¶All representations and warranties of the City contained herein or made in connection herewith shall survive the making of and shall not be waived by the execution and delivery of this Agreement or the other Related Documents. All covenants and agreements of the City contained herein shall continue in full force and effect from and after the date hereof until the Obligations have been fully discharged.

Section 9.12. Counterparts.¶ This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

Section 9.13. Successors and Assigns.¶

(a) *Successors and Assigns Generally*. This Agreement is a continuing obligation and shall be binding upon the City, its successors, transferees and assigns and shall inure to the benefit of the Noteholders and their respective permitted successors, transferees and assigns. The City may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender. So long as no Event of Default shall have occurred and be continuing, Wells Fargo Bank, National Association may not assign its obligations to make Loans hereunder without the prior written consent of the City. It is understood that the Lender shall initially be the initial Noteholder. The Lender, as the initial Noteholder, and any subsequent Noteholder may, in its sole discretion and in accordance with applicable Law, from time to time assign, sell or transfer in whole, its interest in the Note in accordance with the provisions of paragraph (b) of this Section. The Lender may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (c) of this Section. The Lender may at any time pledge or assign a security interest subject to the restrictions of paragraph (d) of this Section.

(b) *Assignments and Transfers by Noteholder*. Without limitation of the foregoing generality, a Noteholder may at any time assign or transfer to one or more transferees the Note in whole, in a denomination of not less than $250,000, to a Person that is (i) an affiliate of the Lender, (ii) a trust or other custodial arrangement established by the Lender or one of its affiliates, the owners of any beneficial interest in which are limited to "qualified institutional buyers" as defined in Rule 144A promulgated under the 1933 Act, or (iii) a "qualified institutional buyer" as so defined that is a commercial bank having a combined capital and surplus, determined as of the date of any transfer pursuant to this paragraph (b), of not less than $5,000,000,000 (each a "*Transferee*") upon providing written notice of such transfer to the City and the Lender and the Transferee shall have delivered to the City an investment letter substantially in the form of Exhibit D hereto. The Lender, acting solely for this purpose as a non-fiduciary agent of the City, shall maintain a register for the recordation of the names and addresses of the Noteholders and principal amounts of and stated interest on the Loans owing to each Noteholder pursuant to the terms hereof from time to time (the "*Register*"). The entries in the Register shall be conclusive, absent manifest error, and the City and the Noteholders shall treat each Transferee whose name is recorded in the Register pursuant to the terms hereof as a Noteholder for all purposes of this Agreement. The Register shall be available for inspection by the City and any Noteholder (but only to the extent of entries in the Register that are applicable to such Noteholder), at any reasonable time and from time to time upon reasonable prior notice. Notwithstanding anything herein to the contrary, no assignment or transfer of the Note shall in any way affect the obligations of the Lender hereunder.

(c) *Participations*. The Lender shall have the right to grant participations in all or a portion of the Lender's interest in the Notes to a Transferee, this Agreement and the other Related Documents to one or more other banking institutions; provided, however, that (i) no such participation by any such participant shall in any way affect the obligations of the Lender hereunder, (ii) the City shall be required to deal only with the Lender, with respect to any matters under this Agreement and the other Related Documents and no such participant shall be entitled to enforce any provision hereunder against the City, and (iii) no offering document shall be prepared in connection with such participation without the express written consent of the City.

(d) *Certain Pledges*. The Lender may at any time pledge or grant a security interest in all or any portion of its rights under the Loans, this Agreement and the Related Documents to secure obligations of the Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto or constitute a pledge by the City that is not otherwise described in this Agreement or the Resolution.

Section 9.14. Headings¶ Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 9.15. Electronic Signatures¶The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

Section 9.16. No Advisory or Fiduciary Relationship¶ In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof, or of any other Related Document), the City acknowledges and agrees that: (a) (i) the services regarding this Agreement provided by the Lender and any Affiliate thereof are arm's-length commercial transactions between the City, on the one hand, and the Lender and its Affiliates, on the other hand, (ii) the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents; (b) (i) the Lender and its Affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor (municipal, financial or otherwise), agent or fiduciary, for the City, or any other Person and (ii) neither the Lender nor any of its Affiliates has any obligation to the City with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Related Documents; and (c) the Lender and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the City, and neither the Lender nor any of its Affiliates has any obligation to disclose any of such interests to the City.

Section 9.17. EMMA Postings¶ In the event the City files with EMMA this Agreement or any Related Documents or any description of the material terms thereof or notice of any respective agreement to covenants, events of default, remedies, priority rights or other similar terms relating to the City's CBA Debt, either voluntarily or as required pursuant to a continuing disclosure agreement or Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended (the "*Rule*") (each such posting, an "*EMMA Posting*"), the City shall (i) provide the Lender with a copy of each EMMA Posting prior to submitting or posting on EMMA and (ii) not file or permit the filing of any EMMA Posting that includes Confidential Information. Subject

to compliance with the Rule, the City acknowledges and agrees that although the Lender may request review, edit or redactions of such materials prior to filing, the Lender is not responsible for the City's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure agreement or any applicable securities or other Laws, including, but not limited to, those relating to the Rule. Notwithstanding the foregoing, any such redactions requested by the Lender shall not prevent compliance with any continuing disclosure agreement or any applicable securities or other Laws, including, but not limited to, those relating to the Rule. As used herein, "Confidential Information" means any sensitive or Confidential Information regarding the City, the Lender or any Affiliate of the Lender including, without limitation, address and account information, e-mail addresses, telephone numbers, facsimile numbers, names and signatures of officers, employees and signatories of the Lender or any of its affiliates. Upon receipt of the EMMA Posting, the Lender shall promptly notify the City that certain information in such proposed EMMA Posting is Confidential Information and the City will not include such information unless counsel to the City concludes that any portion of the Confidential Information is required to be described under the Rule. The Lender acknowledges that the City may be subject to certain Laws, including without limitation, Florida public records laws that may require the posting or sharing of this Agreement or other Related Documents without redactions.

Section 9.18.Naming Convention¶ The City hereby certifies to the Lender that each of: (a) City of Palm Coast, Florida; and (b) City of Palm Coast are one and the same entity.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:_____
Name: [_____]
Title: [_____]

CITY OF PALM COAST, FLORIDA

By:_____
Name: Mike Norris
Title: Mayor

ATTEST:
By:_____
Name: Kaley Cook
Title: City Clerk

EXHIBIT A

FORM OF NOTE

THIS NOTE IS SUBJECT TO THE TRANSFER RESTRICTIONS SET FORTH IN SECTION 9.13 OF THE HEREINAFTER DEFINED AGREEMENT

CITY OF PALM COAST, FLORIDA
TAXABLE NON-AD VALOREM REVENUE NOTE
SERIES 2026

Dated as of: October 29, 2026

For value received, the City of Palm Coast, Florida (the "*City*") promises to pay to the order of Wells Fargo Bank, National Association, and its successors and assigns (the "*Lender*"), located at 100 South Ashley Drive, 10th Floor, Tampa, Florida, the aggregate unpaid principal amount of all Loans made by the Lender from time to time pursuant to the Taxable Non-Revolving Credit Agreement, dated as of October 29, 2026 (together with any amendments or supplements thereto, the "*Agreement*"), between the City and the Lender, in a principal amount not to exceed $11,000,000, on the dates and in the amounts provided for in the Agreement.

The City promises to pay interest on the unpaid principal amount of all Loans on the dates and at the rates provided for in the Agreement. All payments of principal and interest shall be made to the Lender in lawful money of the United States of America in immediately available funds. All capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Agreement.

This Note is the Note referred to in the Agreement and is entitled to the benefits thereof and of the Related Documents referred to therein. This Note is subject to prepayment, in whole, in accordance with the terms of the Agreement.

The Lender agrees, by acceptance of this Note, that before disposing of this Note it will make a notation on the schedule attached hereto of all Loans evidenced hereby and all principal payments and prepayments made hereunder and of the date to which interest hereon has been paid.

This Note shall not be or constitute a general obligation or indebtedness of the City as "bonds" within the meaning of any constitutional or statutory provision, but shall be a special limited obligation of the City, payable solely from amounts budgeted and appropriated by the City from Non-Ad Valorem Revenues in accordance with the Agreement. No owner or holder of this Note shall ever have the right to compel the exercise of any ad valorem taxing power to pay this Note, or be entitled to payment of such Note from any moneys of the City except from the Non-Ad Valorem Revenues in the manner and to the extent provided in the Agreement and the Resolution.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.

CITY OF PALM COAST, FLORIDA

By:_____
Name: [_____]
Title: Mayor

ATTEST:

By: _____
City Clerk

EXHIBIT B

FORM OF
REQUEST FOR LOAN

[Date]

Wells Fargo Bank, National Association
100 South Ashley Drive, 10th Floor
Tampa, Florida 33602
Attention: Vincent Mattio
Telephone: (813) 285-0745
Email: vincent.mattio@wellsfargo.com

Wells Fargo Bank, National Association
704 Tryon Street, 27th Floor
Charlotte, North Carolina 28202
Attention: Renee Toneske
Telephone: (704) 427-0066
Email: renee.toneske@wellsfargo.com

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the City of Palm Coast, Florida (the "*City*"), refers to that certain Taxable Non-Revolving Credit Agreement dated as of October 29, 2026 (the "*Agreement*") between the City and Wells Fargo Bank, National Association (the "*Lender*"), the terms defined therein being used herein as therein defined, and hereby gives the Lender notice irrevocably, pursuant to Section 2.05(a) of the Agreement, of the Loan specified below:

1. The Business Day of the proposed Loan is _____, 20__.

2. The principal amount of the proposed Loan is $_____.

3. Wire instructions of the City: _____.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Loan, before and after giving effect thereto:

(a) the representations and warranties of the City set forth in Article V of the Agreement shall be true and correct in all material respects on the date the Loan is advanced (except to the extent any such representation or warranty expressly relates to an earlier date); and

(b) no Default or Event of Default shall have occurred and be continuing on the date the Loan is advanced.

The Loan shall be made by the Lender by wire transfer of immediately available funds to the City in accordance with the instructions on file set forth above.

CITY OF PALM COAST, FLORIDA

By:_____
Name: _____
Title: _____

EXHIBIT C

FORM OF COMPLIANCE CERTIFICATE

This Compliance Certificate (this "*Certificate*") is furnished to Wells Fargo Bank, National Association (the "*Lender*") pursuant to that certain Taxable Non-Revolving Credit Agreement dated as of October 29, 2026 (the "*Agreement*"), between City of Palm Coast, Florida (the "*City*") and the Lender. Unless otherwise defined herein, the terms used in this Certificate shall have the meanings assigned thereto in the Agreement.

The undersigned hereby certifies that:

1. I am the Director of Finance of the City;

2. I have reviewed the terms of the Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the City during the accounting period covered by the attached financial statements;

3. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or the occurrence of any event which constitutes a Default or Event of Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate, except as set forth below; and

4. The financial statements required by Section 6.04(a) of the Agreement and being furnished to you concurrently with this Certificate fairly represent the consolidated financial condition of the City in accordance with GAAP (subject to year end adjustments) as of the dates and for the periods covered thereby.

Described below are the exceptions, if any, to paragraph 3 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the City has taken, is taking, or proposes to take with respect to each such condition or event:

_____

_____

_____

_____

The foregoing certifications and the financial statements delivered with this Certificate in support hereof are made and delivered this _____ day of _____, 20__.

CITY OF PALM COAST, FLORIDA:

Name: [_____]
Title: Director of Finance

EXHIBIT D

FORM OF LENDER'S CERTIFICATE

City of Palm Coast, Florida
160 Lake Avenue
Palm Coast, Florida 32164

CITY OF PALM COAST, FLORIDA
TAXABLE NON-AD VALOREM REVENUE NOTE
SERIES 2026

Ladies and Gentlemen:

Wells Fargo Bank, National Association (the "*Lender*") has agreed to make Loans to City of Palm Coast, Florida (the "*City*") evidenced by the above-referenced note (the "*Note*") in an amount not to exceed $11,000,000 which was issued by the City, as set forth in (i) Resolution No. 2026-[___] adopted by the City Council of the City on October 20, 2026 (the "*Resolution*") and (ii) the Taxable Non-Revolving Credit Agreement dated as of October 29, 2026 (the "*Agreement*"), by and between the City and the Lender. All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Resolution or the Agreement, as applicable. The undersigned, an authorized representative of the Lender, hereby represents to you that:

1. The Lender has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other obligations, to be able to evaluate the risks and merits of purchasing of the Note.

2. The Lender has authority to purchase the Note and to execute this letter and any other instruments and documents required to be executed by the Lender in connection with the purchase of the Note.

3. The undersigned is a duly appointed, qualified and acting representative of the Lender and is authorized to cause the Lender to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Lender.

4. The Lender is a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "*1933 Act*") and is able to bear the economic risks of such investment.

5. The Lender understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Note. The Lender has made its own inquiry and analysis with respect to the City, the Project, the Note and the security therefor, and other material factors affecting the security for and payment of the Note.

6. The Lender acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the City, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Project, the Note and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Note.

7. The Lender understands that the Note (i) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any Rating Agency.

The Note will not be assigned a credit rating.

8. The Note is being acquired by the Lender for investment for its own account and not with a present view toward resale or distribution and the Lender currently intends to hold the Note to maturity or earlier redemption; provided, however, that the Lender reserves the right to sell, transfer or redistribute the Note in whole, in a denomination of not less than $250,000, but agrees that any such sale, transfer or distribution by the Lender shall be to a Person:

(a) that is an affiliate of the Lender;

(b) that is a trust or other custodial arrangement established by the Lender or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers; or

(c) that is a qualified institutional buyer that is a commercial bank having a combined capital and surplus, determined as of the date of such sale, transfer or distribution, of $5,000,000,000 or more that executes an investor letter substantially in the form of this letter, a copy of which shall be provided to the City.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By_____
Name_____
Title_____

EXHIBIT C

FORM OF INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is made and entered into as of October 29, 2026 (herein, the "Agreement"), by and between the STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, a community redevelopment agency and a public instrumentality, duly created pursuant to the Community Redevelopment Act of 1969, Part III, Chapter 163, Florida Statutes, as amended (hereinafter referred to as the "Agency"), and the CITY OF PALM COAST, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as the "City");

W I T N E S S E T H:

WHEREAS, the City Council of the City (the "City Council") created the Agency pursuant to Part III, Chapter 163, Florida Statutes (the "Redevelopment Act"), as a legal entity separate, distinct, and independent from the City Council, to carry out community redevelopment within the State Road 100 Corridor Community Redevelopment Area (the "Redevelopment Area") in accordance with the State Road 100 Corridor Community Redevelopment Plan (as amended from time to time, including by the amendment approved on October 6, 2026, the "Redevelopment Plan"); and

WHEREAS, City [Resolution] [Ordinance] No. [_____] established the boundaries of the State Road 100 Community Redevelopment Area (as may be amended from time to time, the "Redevelopment Area") and approved the [State Road 100 Community Redevelopment Plan] (as amended from time to time, including by the amendment approved on October 6, 2026, the "Redevelopment Plan"), pursuant to the Redevelopment Act; and

WHEREAS, City Ordinance No. 2004-13, as amended and supplemented from time to time, established a community redevelopment trust fund the "Redevelopment Trust Fund") for the purpose of carrying out redevelopment in the Redevelopment Area pursuant to the Redevelopment Plan; and

WHEREAS, the City is acquiring certain real property located within the Redevelopment Area, as more particularly described in the Resolution (as hereinafter defined) (the "Project"), in furtherance of the redevelopment purposes of the Redevelopment Plan; and

WHEREAS, the City has determined to finance the Project by obtaining a taxable non-revolving line of credit (the "Loan") from Wells Fargo Bank, National Association (together with its successors and assigns, the "Bank") pursuant to a Taxable Non-Revolving Loan Agreement between the City and the Bank (the "Loan Agreement"), as authorized by a resolution adopted by the City Council on October 20, 2026 (the "Resolution"); and

WHEREAS, the City's obligation to repay the Loan is evidenced by the City's Taxable Non-Ad Valorem Revenue Note, Series 2026 (the "Series 2026 Note"), which matures on October

1, 2029, and which is payable from Non-Ad Valorem Revenues of the City budgeted, appropriated and deposited in accordance with the Loan Agreement; and

WHEREAS, the Redevelopment Plan, as amended on October 6, 2026, authorizes the use of tax increment revenues deposited in the Redevelopment Trust Fund with respect to the Redevelopment Area (the "Increment Revenues") for the acquisition of the Project and for the payment of indebtedness incurred by the City to finance the Project; and

WHEREAS, the City and the Agency desire to enter into this Agreement to memorialize the terms by which the Agency shall pay and/or reimburse the City for obligations incurred with respect to the Project by paying to the City, from Increment Revenues, amounts equal to the principal of and interest on the Series 2026 Note and all other amounts due and owing by the City under the Loan Agreement (as hereinafter defined); and

WHEREAS, the City provided notice of its intent to approve this Agreement and thereby authorize the Agency's pledge of the Increment Revenues to the City for payment of the Series 2026 Note, by registered mail, to each taxing authority which levies ad valorem taxes on taxable real property contained within the Redevelopment Area, at least 15 days before such action, pursuant to Section 163.346 of the Redevelopment Act; and

WHEREAS, the City and the Agency hereby determine that this Agreement, the issuance of the Series 2026 Note, the Project and the expenditures contemplated hereunder serve public purposes and are appropriate and necessary undertakings in furtherance of redeveloping the Redevelopment Area pursuant to the Redevelopment Plan; and

WHEREAS, the Increment Revenues are pledged to the payment of the Agency's Redevelopment Refunding Revenue Note, Series 2014 (the "Series 2014 Note") pursuant to Agency Resolution No. 2014-2 adopted on January 21, 2014 (the "2014 Note Resolution"), and, except with regard to the Series 2014 Note and the Agency's obligations pursuant to this Agreement, the Increment Revenues are not subject to any other pledge or lien.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into the terms of this Agreement.

2. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. In addition, the following terms shall have the following meanings:

"Fiscal Year" means the period commencing on October 1 of each year and ending on the succeeding September 30.

"Obligations" means the Series 2026 Note.

"Taxing Authority" means each public body required to appropriate and deposit increment revenues into the Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes.

3. Authority. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, the Redevelopment Act, including Sections 163.385 and 163.387 thereof, Chapter 166, Florida Statutes, and other applicable provisions of law. The obligation of the Agency under this Agreement to pay Increment Revenues to the City constitutes a "bond" within the meaning of Section 163.340(14), Florida Statutes, and a redevelopment revenue bond of the Agency payable from and secured by the Increment Revenues under Section 163.385, Florida Statutes, the issuance of which has been authorized by the City Council, as the governing body, by the Resolution, and approved by the governing body of the Agency by resolution adopted on October 20, 2026.

4. Obligation to Repay City.

A. The City's execution and delivery of the Loan Agreement and issuance of the Series 2026 Note are hereby acknowledged by the Agency, and the Agency hereby confirms, consents to and accepts the terms thereof and as set forth in the Resolution, the Loan Agreement and the Series 2026 Note.

B. The Agency hereby covenants to fund, pay, reimburse and repay the City the amounts due with respect to the Obligations, including the principal of and interest on the Series 2026 Note and all fees and other amounts payable by the City under the Loan Agreement. The Agency shall pay the amounts due hereunder from Increment Revenues or from any other funds of the Agency legally available for such purpose. To the extent that the Increment Revenues are insufficient to pay such amounts in full, and the City has budgeted, appropriated and used Non-Ad Valorem Revenues or other funds of the City for the payment thereof in accordance with the Loan Agreement (each, a "City Payment"), the Agency shall repay each City Payment, together with interest thereon from the date of such City Payment until repaid at the same interest rate borne by the Series 2026 Note. The Agency acknowledges that the entire principal amount of the Series 2026 Note is due on October 1, 2029, and that the City expects to pay such principal from the Increment Revenues or other funds of the City; any such principal paid by the City from Non-Ad Valorem Revenues or other funds of the City shall constitute a City Payment. The obligations of the Agency described in this Section are cumulative and shall continue until all amounts due hereunder are fully paid by the Agency.

C. The obligation to transfer the Increment Revenues to the City to pay the amounts due hereunder shall survive the date on which the Series 2026 Note is no longer due and owing under the Loan Agreement, until all City Payments, together with interest thereon, have been repaid to the City.

D. Any Increment Revenues received by the Agency in excess of the amount necessary to pay the City the amounts set forth above may be retained by the Agency and used for any lawful purpose of the Agency.

E. In order to secure its indebtedness to the City hereunder, the Agency hereby pledges to the City the Increment Revenues, which pledge shall be junior, inferior and subordinate in all respects to the lien on and pledge of the Increment Revenues securing the Series 2014 Note and any other note or debt obligation issued by the Agency to a lender or creditor other than the City (collectively, the "Senior Agency Notes"). The City has not pledged, and nothing herein shall be construed as a pledge by the City of, the Increment Revenues or any amounts received by the City hereunder to the payment of the Series 2026 Note or to the Bank, except to the extent the City deposits amounts received hereunder in the debt service fund established under the Loan Agreement, in which case such amounts shall be pledged as provided in the Loan Agreement.

F. The Agency is presently entitled to receive the Increment Revenues to be deposited in the Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such Increment Revenues, and the Agency will diligently enforce the obligation of each Taxing Authority to appropriate its proportionate share of the Increment Revenues and will not take, or consent to or permit, any action which will impair or adversely affect the obligation of each such Taxing Authority to appropriate its proportionate share of such Increment Revenues, impair or adversely affect in any manner the deposit of such Increment Revenues in the Redevelopment Trust Fund, or impair the pledge of such Increment Revenues made hereby. The Agency and the City shall be unconditionally and irrevocably obligated, so long as any amounts remain payable by the Agency hereunder, to take all lawful action necessary or required in order to ensure that each such Taxing Authority shall appropriate its proportionate share of the Increment Revenues as now or later required by law, and to make or cause to be made any deposits of Increment Revenues or other funds required by this Agreement.

G. The Agency shall include in its annual budget for each Fiscal Year amounts sufficient to make the payments required hereunder. To the extent any moneys remain in the Redevelopment Trust Fund at the end of any fiscal year while amounts remain payable by the Agency hereunder, the Agency shall, to the extent permitted by Section 163.387(7), Florida Statutes, apply such moneys to, or place them in escrow for, the payment of its obligations hereunder.

H. The City and the Agency acknowledge that the obligation of the Taxing Authorities to deposit increment revenues in the Redevelopment Trust Fund, and the Agency's ability to pledge Increment Revenues, are subject to the time limitations of Sections 163.387(2)(a) and 163.385(1)(a), Florida Statutes, and to the term of the Redevelopment Area.

I. So long as the Senior Agency Notes remain outstanding, the payments required of the Agency hereunder in any Fiscal Year shall be made only from Increment Revenues remaining after the Agency has made all deposits and payments then required under the Senior Agency Notes. Nothing in this Agreement shall be construed to permit any action that would impair the rights of the holder of the Senior Agency Notes.

5. Effective Date; Term; Filing. This Agreement shall take effect upon its execution by the City and the Agency. This Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, as required by Section 163.01(11), Florida Statutes, and shall remain in effect until all amounts payable by the Agency hereunder have been paid in full.

6. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

7. Applicable Provisions of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion in which any such word is used.

9. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

10. City Council Members of the City Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the Series 2026 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any City Council members of the City, as such, of the City, past, present or future, either directly or through the City it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Council members of the City, as such, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such City Council member of the City, as such, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the Series 2026 Note on the part of the City.

11. Board Members of the Agency Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the Series 2026 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any board members of the Agency, as such, of the Agency, past, present or future, either directly or through the Agency it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the board members of the governing board of the Agency, as such, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such board member of the Agency, as such, are waived and released as a condition of, and as a consideration for, the execution of this Agreement.

12. Obligations Limited. By execution of this Agreement, the Agency hereby consents to all the provisions of the Series 2026 Note, the Resolution and the Loan Agreement. The obligation to pay to the City the amounts due hereunder shall not be deemed to constitute a debt of the Agency or a pledge of the faith and credit of the Agency, but such obligation shall be payable solely from the Increment Revenues to be received by the Agency pursuant to the Redevelopment Act and from any other funds of the Agency legally available therefor. The Agency has no taxing power.

13. Amendments. This Agreement may be amended only by a written instrument approved by the City Council and the governing body of the Agency and executed by both parties, and any amendment shall be filed in the same manner as this Agreement.

14. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the Agency. Nothing in this Agreement, expressed or implied, is intended to or shall confer upon the Bank, any holder of the Series 2026 Note, or any other person any right, remedy or claim under or by reason of this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof as of the day and year first written above.

CITY OF PALM COAST, FLORIDA

(SEAL)

_____

Mayor

_____

City Clerk

STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY

_____

Chair

ATTEST:

_____

Secretary

[Signature Page to Interlocal Agreement]


HilltopSecurities
Investment Banking Solutions
CITY OF PALM COAST,
FLORIDA
TAXABLE NON-AD
VALOREM REVENUE
NOTE, SERIES 2026
STRENGTH
MOMENTUM

CITY OF PALM COAST, FLORIDA
TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

OCTOBER 20, 2026

Hilltop Securities Inc.
450 S. Orange Avenue, Suite 225
Orlando, Florida 32801

TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

- As financial advisor, HilltopSecurities assisted the City with a request for bank loan proposals (the "RFP") to provide funding, along with other available funds of the City, for the acquisition of certain acquire certain real property located within the State Road 100 Corridor Community Redevelopment Area and paying costs of issuance
- Taxable variable rate was requested for the borrowing
  - Non-revolving line of credit, taxable variable interest rate for the entire term of the loan
  - Not to exceed $15,000,000 line of credit size requested (final loan size of $11,000,000)
  - Principal due at maturity on October 1, 2029 (~3-years)
- The RFP requested the ability to prepay all or a portion of the loan without penalty
- Security for the loan includes a covenant to budget and appropriate from all legally available non-ad valorem revenues of the City
- By the due date for the RFP on September 17, 2026, the City received a total of three (3) responses from the following lenders:
  - SouthState Bank
  - Truist Bank
  - Wells Fargo Bank

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TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

- Based upon the three (3) proposals received, **Wells Fargo Bank** is being recommended for the proposed loan. This is based upon the lowest proposed current taxable variable interest rate and the ability to prepay amounts drawn on the loan without penalty prior to maturity (with a 15-day notice)
  - Advances shall bear interest at a taxable variable rate per annum equal to Daily Simple SOFR plus 0.56% (subject to adjustment as provided in the credit agreement)
  - The City can make advances on the loan in minimum amounts of $250,000 and no more than one advance per month
  - Unused (undrawn) amounts are subject to an unused fee of 0.24% per annum. If the City reduces the available commitment amount prior to the first anniversary date, the City will owe an early termination fee equal to the remaining unused fee on the reduced amount through the first anniversary (this does not apply to early prepayments)
- The proposed resolution, among other things, authorizes the execution of a credit agreement between the City and Wells Fargo Bank and authorizes the issuance of the Taxable Non-Ad Valorem Revenue Note, Series 2026 to Wells Fargo Bank in an amount not to exceed $11 million

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PRELIMINARY FINANCING SUMMARY*

TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

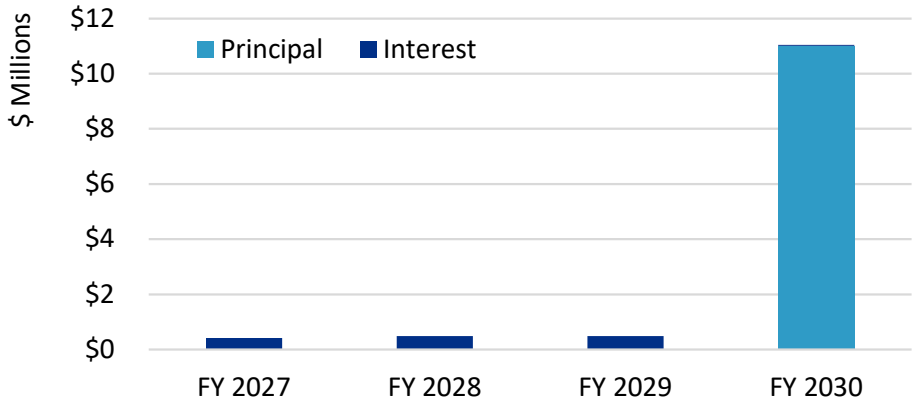
Assumptions

- Closing – October 29, 2026 (anticipated)
- Monthly Interest Payments
- Final Maturity of 10/1/2029
- Project fund deposit of up to $11,000,000
- Assumes no principal payment until final maturity of 10/1/2029

Sources and Uses

SOURCES OF FUNDS	
Principal Amount	$11,000,000
City Contribution	63,000
Total Sources of Funds	**$11,063,000**
USES OF FUNDS	
Project Fund Deposit	$11,000,000
Costs of Issuance	63,000
Total Uses of Funds	**$11,063,000**

Annual Payments through Maturity



Statistics

Final Maturity	10/1/2029
Assumed Variable Interest Rate	4.43%
Total Interest	$1,445,657
Total Debt Service	$12,445,657
Avg. Annual Debt Service	$4,258,970

**Note: Preliminary and subject to change. Assumes full draw of $11 million at closing, assumes a variable rate of 4.43% (based on market conditions of October 8, 2026) through the final maturity, and does not assume any early prepayments on the loan.*

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TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

Date	Action
Tuesday, October 20th	Authorizing Resolution Presented to City Council for Approval
Thursday, October 29th	Closing of the Taxable Non-Ad Valorem Revenue Note, Series 2026

Note: Preliminary and subject to change.

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City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item: H.2**

Department CITY ADMINISTRATION **Division**	**Amount** **Org/Account #**

Subject: **RESOLUTION 2026-XX APPROVING A LEASE AGREEMENT WITH THE VOLUSIA-FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION ("YMCA") FOR PROPERTY LOCATED AT 1580 CENTRAL AVENUE**

Presenter: **Kyle Berryhill, Fire Chief**

Attachments:

1. Resolution
2. Lease Agreement

Background:

UPDATED BACKGROUND FROM THE OCTOBER 13, 2026, WORKSHOP MEETING:

City Council received a presentation on the item at the October 13, 2026, Workshop Meeting and provided direction. The requested changes are attached to the item for consideration.

ORIGINAL BACKGROUND FROM THE OCTOBER 13, 2026, WORKSHOP MEETING:

At a prior City Council Meeting, City Council directed staff to develop a Lease Agreement with the YMCA, which is attached to the agenda item for consideration.

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING A LEASE AGREEMENT WITH THE VOLUSIA-FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION ("YMCA") FOR PROPERTY LOCATED AT 1580 CENTRAL AVENUE

RESOLUTION 2026-__

LEASE AGREEMENT WITH THE YMCA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A LEASE AGREEMENT WITH THE VOLUSIA-FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION ("YMCA") FOR PROPERTY LOCATED AT 1580 CENTRAL AVENUE; PROVIDING FOR CITY FINANCIAL CONTRIBUTIONS AND LEASE TERMS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the YMCA has expressed a desire to provide a YMCA Recreation Facility and its services to the Citizens of the City of Palm Coast; and

WHEREAS, the City of Palm Coast ("CITY") is the owner in fee simple absolute of certain property located at 1580 Central Avenue, Palm Coast, Florida 32164; and

WHEREAS, the YMCA desires to collaboratively develop the property in conjunction with the CITY into a YMCA Recreational Facility located at 1580 Central Avenue, Palm Coast, Florida 32164; and

WHEREAS, the YMCA has expressed a willingness to build and operate a YMCA for the purpose of allowing public use of the facilities and programs in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the City Council of the City of Palm Coast finds and determines that a public purpose would be met by assuring the public of the benefits of healthy and wholesome recreation programs for all ages provided by the YMCA for the benefit of the Palm Coast community; and

WHEREAS, the parties desire to agree to certain terms and conditions relative to the collaborative development of a YMCA on the property; and

WHEREAS, this Agreement serves a legitimate and important public purpose; and

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

SECTION 1. RECITALS. The above recitals (whereas clauses) are incorporated herein, and constitute a material inducement to the CITY to enter into this Lease Agreement.

SECTION 2. APPROVAL OF LEASE AGREEMENT AND TERMS. The City Council of City of Palm Coast hereby approves the terms and conditions of the Lease Agreement with the YMCA, as attached hereto and incorporated herein by reference as Exhibit "A" to this resolution.

SECTION 3. AUTHORIZATION. The City Manager, or designee, is hereby authorized to execute the Lease Agreement along with any necessary supporting or administrative documents to effectuate the intent of this Resolution. Further, the City Manager has the authority to execute amendments to the Master Services Agreement on behalf of the City for any other changes that may be necessary.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Resolution.

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

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

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of City of Palm Coast, Florida, on this 20th day of October 2026

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” Lease Agreement with the YMCA



AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this____ ____day of_____, 2026, the "Effective Date", by and between the **CITY OF PALM COAST**, a Florida municipal corporation, whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, hereinafter referred to as "**CITY**," and the **VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC**. ("**YMCA**") a Florida non-profit corporation, whose address is 761 E. International Speedway Blvd, Deland, FL 32724. CITY and YMCA shall be collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the YMCA has expressed a desire to provide a YMCA Recreation Facility and its services to the Citizens of City of Palm Coast; and

WHEREAS, the following recitals are true and constitute a material inducement to the CITY to enter into this Lease agreement:

WHEREAS, The CITY is the owner in fee simple absolute of certain property located at 1580 Central Avenue, Palm Coast, Florida 32136; and

WHEREAS, the YMCA desires to collaboratively develop the property in conjunction with CITY into a YMCA Recreational Facility located at 1580 Central Avenue, Palm Coast, Florida 32164.

WHEREAS, the YMCA has expressed a willingness to build and operate a YMCA for the purpose of allowing public use of the facilities and programs in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the City Council of the City of Palm Coast finds and determines that a public purpose would be met by assuring the public of the benefits of healthy and wholesome recreation programs for all ages provided by the YMCA for the benefit of the Palm Coast community; and

WHEREAS, the parties desire to agree to certain terms and conditions relative to the collaborative development of a YMCA on the property; and

WHEREAS, this Agreement serves a legitimate and important public purpose; and

WHEREAS, this Agreement conforms with all applicable provisions of State law and the Charter, codes and ordinances of CITY.

NOW, THEREFORE, in consideration of the premises, mutual covenants, agreement and promises herein contained, the parties hereby covenant and agree as follows:

SECTION 1. RECITALS. The following recitals are true and constitute a material inducement to the CITY to enter into this Lease Agreement: The Parties hereby acknowledge that the YMCA shall be the lessee under the Lease Agreement. The CITY is the owner in fee simple absolute of certain property located at 1580 Central Avenue, Palm Coast Florida, 32164, ("Property") and is more particular described in Exhibit "A," attached hereto and made a part of this Lease Agreement. The CITY is agreeable to leasing the underlying land to the YMCA, and the YMCA hereby agrees to lease said land from the CITY and to construct, own, and operate a YMCA Recreational Facility (along with any future improvements) situated thereon, with such facility to be owned exclusively by the YMCA. The Parties will collaborate together to develop a YMCA Recreation Facility on the Property and any future development proposals or construction must be approved by the CITY. It is intended that CITY will permit the YMCA to operate the YMCA Recreational Facility once it is developed subject to the lease that sets forts all terms and conditions of use and compensation to the CITY in the amount of ONE DOLLAR ($1.00) per year. The City Agrees to contribute two hundred fifty thousand dollars ($250,000.00) from State appropriations toward the construction and development of the YMCA Recreational Facility. In addition, the City agrees to contribute two million dollars ($2,000,000.00) in fiscal year 2027, five hundred thousand dollars ($500,000.00) in fiscal year 2028, and five hundred thousand dollars ($500,000.00) in fiscal year 2029 towards the construction of the YMCA Recreation Center. Each payment will be received by the YMCA on April 1st of the designated fiscal year. The CITY finds that such activities serve a public purpose for the betterment of the citizens of the CITY.

(A) Notwithstanding anything to the contrary contained herein, the CITY's obligations under this Lease Agreement including but not limited to the disbursement of any CITY funding contributions set forth above are expressly contingent and conditional upon the YMCA entering into a binding, fully executed agreement with the Flagler County School District (the "School District"). Pursuant to said agreement, the School District must commit to contribute a minimum financial sum of Three Million Dollars ($3,000,000.00) toward the construction, development, or operation of the YMCA Recreational Facility. In the event the YMCA fails to execute such an agreement and secure the School District's $3,000,000.00 financial commitment within 30 days of the effective date of this Agreement, this Lease Agreement shall automatically terminate, and neither Party shall have any further obligation or liability hereunder.

SECTION 2. TERM OF LEASE. The term of the lease shall be for thirty-five (35) years, commencing on the 1st day of ~~Month~~November 1, 2026, and extending until midnight on ~~Month~~ October 31, 2061, and for any additional period of time during which the property and YMCA Recreational Facility is leased by the YMCA.

SECTION 3. USE OF THE PROPERTY.

(A) CITY agrees that the YMCA shall use the Property exclusively for the construction, operation, and maintenance of a YMCA Recreation Facility. The YMCA Recreation Facility shall mean the approximately 464,000+/- square foot facility and all related improvements, which includes, but is not limited to, an Olympic-size swimming pool, family pool, wellness center, sports gym, locker rooms, childcare area, group exercise rooms, kids zone, and all related amenities. No other use shall be permitted without prior written consent of the City. YMCA shall comply with all federal, state, and local laws, rules and regulations applicable to developing a YMCA Recreational Facility and for the use of the Property. Parties hereto agree to coordinate any special events and/or programs within their operations, subject to the terms and conditions contained herein. The YMCA shall apply for all necessary construction and development permits for the YMCA facility, swimming pool, and all planned amenities within six (6) months of the effective date of this A~~a~~greement, and shall have all such facilities fully constructed, operational, and open to the public within three (3) years of the date of the permit application unless both parties to this agreement mutually agree in writing to extend either above date. Failure to have the YMCA Recreation Facility fully constructed,

operation, and open to the public within the specified three (3) year timeline (or any mutually agreed-upon written extension) ~~to meet these requirements~~ shall constitute a material default under this Lease. In the event of such default, the YMCA shall refund and repay to the City the entire three million two hundred fifty thousand dollars ($3,250,000.00) contributed under this agreement within thirty (30) days of written notice from the City.

(B) The CITY may use the YMCA Recreational Facility or any portion thereof and its parking area at no cost for Official City Activities, provided the City Preschedules the use with the YMCA and it does not conflict with existing YMCA events or prior commitments/programs. Administrative and technical personnel from the YMCA's staff will be made available to the CITY for these activities. Any city requirement in excess of normal staffing and resources of YMCA shall be paid by the CITY.

(C) **FLAGLER COUNTY SCHOOL DISTRICT RIGHTS AND EXCEPTIONS**. The YMCA shall grant the Flagler County School District ("District") perpetual usage rights for Physical Education programming and District-sanctioned sports team practices and competitions pursuant to a separate agreement between the District and the YMCA.

(D) **YOUTH CLUB ACCESS.** The YMCA shall permit youth sports clubs located within the City of Palm Coast to access the facility for practices and sporting events at nominal rates, subject to scheduling availability and prior coordination with the YMCA. For the purpose of this Agreement "nominal" or "nominal rates" shall mean a minimum fee charged exclusively to cover the actual cost for the YMCA to provide the service, limited strictly to direct, out-of-pocket operational expenses incurred (including, but not limited to, incremental staffing for supervision/security, direct utility usage during event hours, and post-event cleaning supplies and labor.) Nominal rates shall strictly exclude commercial markups or standard market rental rates, provided that a reasonable allocation for direct facility wear-and-tear or minor administrative tracking may be included but shall strictly exclude any profits margins, commercial mark-ups, or standard market rental rates.

(E) **SCHEDULE OF OPERATIONS.** The YMCA Management will determine the hours of operation of the Palm Coast YMCA. The same shall be in accordance with nationwide and local YMCA practices and policies.

(F) **CONCESSIONS**. The YMCA may, but shall not be required to, dispense food and/ ~~or~~/or drink on the Premises for consumption by users of the YMCA facilities.

(G) **PARKING.** The YMCA will share a parking lot with the Stage at Town Center. The City will provide notice of 14 calendar days of all scheduled special events at the Stage. Notwithstanding the foregoing, if the parking lot (or any portion thereof) is located within the legal description of the Property leased to the YMCA under this Lease Agreement, the YMCA shall be solely responsible for the operation, management, repair, and all maintenance of the parking lot (or the portion thereof within said legal description) at its sole expense.

(H) **FEES**. The right to set and control fees charged to members and non-members by the YMCA shall remain with the YMCA and shall not be within the control or directive of the CITY.

(I) **COMPATIBILITY.** The YMCA agrees to operate, maintain and promote the operation and maintenance of the facility in a manner consistent with nationwide and local YMCA policies and practices. The YMCA's operation of the facility shall be in accordance with applicable CITY regulations. The YMCA further agrees to comply with the reasonable request of the CITY pertaining to the operation and promotion of the facility in order to provide for the safety of YMCA members and the public. YMCA agrees that its operation of the facility as a YMCA facility will not unreasonably interfere with the use of the contiguous park area by members of the general public or by the CITY. It is the Parties' intention that the operation of the facility will be compatible with the Parks and Recreation programs of the CITY and/ or programs within their operations. Nothing in this Lease Agreement shall prohibit the CITY from providing any and all programming it deems necessary to meet the needs of the Palm Coast community. YMCA agrees that it will not discriminate in its hiring or promotional practices.

(J) **ADDITIONAL TAXES**. The Parties acknowledge that as a YMCA facility, YMCA presently enjoys a tax exempt status, however, to the extent the same may be applicable, YMCA shall pay all taxes, including all personal property taxes, all real property taxes, leasehold improvement and/or leasehold interest taxes, sales taxes which may be assessed against or arise by reason of YMCA's leasing of the Demised Premises or its operation of the facilities as a YMCA facility.

SECTION 4. YMCA ADDITIONS AND IMPROVEMENTS. The YMCA shall not, without first obtaining the written consent of the CITY, through the City Manager, make any alterations, additions or improvements (collectively, "Alterations") in, to or about the Property, except as stated herein. Unless the Alterations affect the Properties common facilities or systems or would otherwise require a building permit, CITY shall not unreasonably withhold or delay its consent to non-structural or non-mechanical Alterations. YMCA may perform minor Alterations that would be considered exclusively cosmetic improvements, having no impact on the structure or the mechanical systems, such as painting, carpet, and/or window coverings, without the prior consent of the CITY. Except as stated herein, all Alterations to the Property shall be subject to review for compliance and written approval by the CITY prior to such Alterations being made.

(A) Prior to making any Alterations, YMCA shall submit to CITY detailed plans and specifications for Alterations. All Alterations shall be accomplished in accordance with the following conditions:

1. For all contemplated Alterations to the components of the building and surrounding site improvements of the Property, YMCA shall obtain written approval from the City Manager.

2. YMCA shall apply for and obtain such permits as may be required under the Land Development Code of the City of Palm Coast, Florida and other governing entities, if applicable. YMCA shall provide performance and payment bonds equal to the value of all contracts for improvements naming the CITY as an insured.

3. YMCA shall do all things necessary to prevent the filing of any liens for work, labor, services or materials performed or supplied or claimed to have been performed or supplied to YMCA, or anyone holding the Property, or any part of them, through or under YMCA. If any claim of lien is filed, YMCA shall have it canceled of record within thirty (30) days after the date of the filing or, if YMCA in good faith determines that the lien should be contested, YMCA shall furnish security to release the claim of lien as a lien against the property and to prevent any foreclosure, pending resolution of the contest.

4. If YMCA does not release the claim of lien, the CITY may, but shall not be obligated to, release the claim of lien either by paying the amount claimed to be due or by procuring the release of claim

of lien by giving security or in such other manner as may be prescribed by law. YMCA shall repay to the CITY all sums disbursed or deposited by the CITY pursuant to the foregoing provisions of this paragraph, including the CITY's cost, expenses and attorneys' fees reasonably incurred in connection therewith as additional rent hereunder on demand. Nothing contained herein shall imply any consent or agreement of the CITY to subject their interests to liability under any mechanics' or other lien law whether or not the performance or the furnishing of such work, labor, services, or materials to YMCA or anyone holding the Property, or any part of them, through or under YMCA has been consented to by the CITY.

SECTION 5. MAINTENANCE AND REPAIRS TO PROPERTY.

(A) YMCA MAINTENANCE RESPONSIBILITY.

1. YMCA shall be responsible for all costs, expenses and obligations related to day-to-day operations, repairs, replacements, and all routine maintenance necessary to develop and maintain the components of the YMCA Recreational Facility, including but not limited to day-to-day, routine maintenance, janitorial and cleaning services, electric, water, and sanitary sewer services, telecommunications services, and maintenance of the surrounding grounds areas within the YMCA Recreational Facility which may arise or become due during the term of this Lease Agreement. Ground maintenance shall include but not be limited to mowing, edging, landscaping and any necessary replacement thereof, irrigation and irrigation system, and tree trimming within the Property. YMCA shall be responsible for the routine maintenance of parking areas, drives and sidewalks, including but not limited to the grass/tree median areas throughout the parking lot area. It shall be the responsibility of the YMCA to notify the CITY of any necessary repairs to the parking areas, drives and sidewalks, as described hereinabove.

2. It shall be the responsibility of the YMCA to keep the Property clean, sanitary, and free from trash and debris. The complete upkeep and maintenance shall be borne by YMCA and YMCA agrees to maintain the Property in accordance with the terms and conditions of this Lease Agreement, continuing service agreements, if any, the City's Land Development Code and consistent with prudent, well-reasoned maintenance procedures and techniques.

3. Notwithstanding any language to the contrary, the Parties agree that the YMCA shall be solely responsible for the routine, ongoing maintenance of the Property to the reasonable standards established by, and to the satisfaction of, the CITY, judged by the standards established in other facilities of similar nature in the local area and as set forth in this Lease Agreement. The CITY shall have reasonable access to the Property during normal operating hours for purposes as set forth herein, and shall timely give YMCA written notice of any maintenance deficiency along with a time period of sixty (60) calendar days from date of notice to correct such deficiency.

SECTION 6. SIGNS. YMCA, at YMCA's expense, shall have the right to place upon the Property such signs or signs as may be necessary to designate the Property. Such signs shall be maintained in good condition and repair at all times by the YMCA, at YMCA's expense, and shall comply with all zoning and sign requirements of the City of Palm Coast. All permits necessary for such signs shall be obtained by YMCA at YMCA's expense.

SECTION 7. **UTILITIES SERVICES.** YMCA shall be responsible for all utility services and shall maintain an individual account with all the various providers. YMCA shall be responsible for arranging access to and all fees associated with telecommunications services, including but not necessarily limited to, telephone service, fire and security system monitoring, facsimile, and internet connection.

SECTION 8. **ASSIGNMENT AND SUBLEASING.** YMCA shall not sell, assign, sublet or in any manner transfer this Lease Agreement or any estate or interest thereunder and shall not sublet the Property or any part thereof, without prior written consent of the CITY in each instance, which consent may be withheld for any reason. The consent by the CITY to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Should YMCA assign or attempt to assign this Lease Agreement or sublet any portion of the Premised without prior written consent of the CITY, this Lease Agreement shall be terminated forthwith, without prior notice to YMCA. No consent to assignment or encumbrance shall constitute a waiver of the provisions of this Section. However, nothing in this Section shall prohibit YMCA from engaging independent vendors, contractors, or concessionaires to provide ordinary goods, services, or programs (including, but not limited to, food/beverage concessions, athletic coaching, or health services) to facility members and the public *within* the YMCA facility, provided

that such arrangements are structured strictly as operational licenses rather than real estate subleases or assignments, grant no permanent or exclusive land rights, and fully comply with all prohibited use restrictions outlined below in section 8 (A).

(A) Prohibited Commercial and Operational Uses: Notwithstanding any other provision of this Lease Agreement to the contrary, neither YMCA nor any permitted vendor, licensee, concessionaire, or other party shall use, or permit the Property, the facility, or any improvements thereon to be used for, any of the following commercial or operational activities:

(1) Regulated Retail & Controlled Substances: Smoke shops, vape shops, tobacco-related retail establishments, dispensaries, or businesses engaged in the retail sale, distribution, or marketing of THC, delta-8, cannabis, or any psychoactive hemp-derived products.

(2) Alcohol & Adult Beverages: Any retail sale or commercial distribution of alcoholic beverages of any kind (including bars, taverns, lounges, and package sales).

(3) Firearms & Weapons: Gun shops, firearm sales, ammunition sales, or indoor/outdoor shooting ranges.

(4) General Compliance Mandate: Any use, operation, or activity that is prohibited or restricted by zoning regulations, local municipal ordinances, Community Development District (CDD) regulations, or any applicable State of Florida or Federal laws and regulations.

SECTION 9. PUBLIC RECORDS COMPLIANCE. YMCA, when acting on behalf of the CITY for rehabilitation and completion of the improvements provided for herein, shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(A) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(B) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D) Meet all requirements for retaining public records and transfer to the CITY, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

SECTION 10 .DEFAULT, REMEDIES, AND ABANDONMENT.

(A) **Events of Default**. The following shall be considered "Events of Default":

Unless otherwise stated herein, YMCA's failure to perform, or YMCA's material violation or material breach of, any of the terms, covenants, or conditions of this Lease Agreement, which said failure, violation or breach shall continue un-remedied by YMCA for a period of sixty (60) days after CITY has delivered written notice thereof to YMCA. YMCA shall take immediate steps to remedy the breach and shall diligently pursue such steps until completed and reasonably accepted by the CITY. No default as set forth under this Section shall be deemed to continue if and so long as YMCA diligently proceeds to cure in good faith or is delayed in or prevented from curing by facts or circumstances beyond YMCA's control. If said failure, violation or breach continues after the expiration of a reasonable time to cure, as provided herein, then the CITY may terminate YMCA's right to possession of the Premises and enter the Premises and remove all persons, furniture and equipment located therein, and may seek any and all other remedies available to the CITY by statute or law.

(B) **Effect of an Event of Default and Remedies of the City**. Upon the occurrence of any Event of Default, as a result thereof and without other action by CITY, CITY shall have the following options:

1. Declare the rights of YMCA under this Lease Agreement terminated, and thereafter recover possession of the Premises and remove all persons, furniture and equipment located therein through legal process;

2. Pursue any other remedies available at law or in equity to City on account of the Event of Default. City agrees to use reasonable efforts to mitigate damages on account of any default by YMCA. All of the remedies herein before given to City and all rights and remedies given to it by law and equity shall be cumulative and concurrent. The taking or recovering of the Demised Premises shall not deprive City of any of its remedies or actions against YMCA for rent or any and all other sums due, nor shall the bringing of any action for rent or for breach or default under any term, condition or covenant, or the resort to any other remedy herein provided for the recovery of rent, be construed as a waiver of the right to obtain possession of the Demised Premises.

3. The Parties hereto agree that for purposes of this Lease Agreement, the determination of the materiality of any violation or default shall be governed by Florida law and shall include the following criteria:

a. The extent to which the injured party will be deprived of the benefit which can reasonably be expected;

b. The extent to which the injured party can be adequately compensated for the part of the benefit of which the injured party will be deprived;

c. The extent to which the breaching party will suffer forfeiture;

d. The likelihood that the breaching party will cure; and

e. The extent to which the behavior of the breaching party comports with the standards of good faith and fair dealing.

(C) Abandonment. If the CITY has actual knowledge YMCA has abandoned the Premises, or the CITY reasonably believes YMCA has been absent from the Premises for a period of thirty (30) consecutive days then the CITY may serve written notice of abandonment upon YMCA, and after ten (10) days have elapsed since service of such notice, then the CITY may declare this Lease Agreement abandoned and shall, in such event, make reasonable efforts to relet the Premises. Damages shall include but shall not be limited ~~toall~~to all actual damages suffered by the CITY until the Premises is relet, including reasonable expenses incurred in reletting or in attempting to relet.

(D) Reversion Upon Vacation. If the YMCA ceases operations and vacates the Premises at any time, all improvements, including the building, swimming pool, and any fixtures, shall immediately revert to the ownership of the CITY at no cost to the CITY. The YMCA shall execute any documents necessary to effectuate such transfer and shall ensure the property is free of liens or encumbrances at the time of reversion.

(E) **City's Right to Cure Mortgage Default.** The CITY shall have the absolute right, but not the obligation, to cure any default by YMCA under any mortgage, deed of trust, or other security instrument encumbering the leasehold interest or Premises. The CITY may exercise this right to cure within thirty (30) days after receiving notice of default, or prior to the expiration of the mortgagee's applicable cure period, whichever is later.

(G) **Condition of Mortgage; Lender Notice Covenant.** Any mortgage, deed of trust, or security instrument placed upon the leasehold interest shall expressly require the mortgagee/lender to deliver a duplicate copy of any notice of default or notice of acceleration directly to the CITY simultaneously with its delivery to YMCA. Any leasehold mortgage that fails to include or provide for this direct notice requirement shall be deemed an unauthorized encumbrance and a material default of this Lease Agreement.

SECTION 11 .LOSS OR DESTRUCTION OF YMCA RECREATIONAL FACILITY. If the YMCA Recreational Facility becomes, as a practical matter, totally untenantable ~~able~~ after a casualty loss such as fire, storm, explosion, earthquake, or other casualty loss, this Lease Agreement shall be at an end from such time, except for the purpose of enforcing rights and obligations that may have then accrued under this Lease Agreement, including but not limited to, the payment of insurance claims, indemnity, and any remaining rental credit. The rental shall then be accounted for between the City and YMCA up to the time of such loss or destruction of the YMCA Recreational Facility, YMCA paying up to such date and the City crediting to YMCA the rents collected beyond such date, if any. Should only a part of the YMCA Recreational Facility be rendered untenantable, the rental minus any rental credit shall abate in the proportion which the injured bears to the whole YMCA Recreational Facility, and such part so damaged shall be restored by the

~~City~~ YMCA , at YMCA's sole cost and expense, as speedily as practicable, after which the full rent minus any rental credit shall recommen~~ced~~ and the Lease Agreement shall continue according to its terms.

SECTION 12 .AS-IS CONDITION. YMCA, being the occupant of the Property pursuant to this Lease, acknowledges that it will accept and occupy the Property under this Lease Agreement in "AS IS" condition as the Property exists on the date of this Lease Agreement, and that CITY shall have no obligation to improve, repair or prepare the Property, prior to the Commencement Date or, except as otherwise expressly set forth in this Lease Agreement, after the Commencement Date, for occupancy by YMCA under this Lease Agreement. YMCA ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE SUITABILITY OF THE PROPERTY FOR THE CONDUCT OF YMCA USES THEREON.

SECTION 13. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party hereto. The obligations of the YMCA shall not be obligations of CITY and the YMCA shall ensure that no liens, of any type or nature whatsoever, are placed upon the property.

SECTION 14. CITY'S RIGHT TO STRICTLY ENFORCE. Any law, usage or custom to the contrary notwithstanding, CITY shall have the right at all times to enforce all terms, conditions and covenants hereof in strict accordance herewith, notwithstanding any conduct or custom on the part of the CITY in refraining from so doing at any time or times. Further, the failure of CITY at any time or times to enforce its rights hereunder strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to any specific term, condition or covenant hereof, or as having in any way or manner modified the same.

SECTION 15. NOTICES.

(A) Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, or (2) upon receipt of

such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall specify by written notice to the other party delivered in accordance with.

YMCA: Volusia/Flagler Family Young Men's Christina Association, Inc.
Attn: Christopher J. Seilkop, President & CEO
Address: 761 E International Speedway Blvd
Deland, FL 32724

CITY: City of Palm Coast
Attn. City Manager
160 Lake Avenue
Palm Coast, Florida 32164

(B) The parties may change the person or notice address for the provisions of this section by providing notice of same as set forth in this Agreement.

SECTION 16. RECORDATION. This lease shall not be recorded by YMCA without the consent of the CITY.

SECTION 17. WASTE. YMCA agrees to commit or suffer no act that would result in damage to or waste of the Property.

SECTION 18. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be affected. To that end, the terms of this Agreement are declared severable.

SECTION 19. PARTIES NOT PARTNERS. It is expressly understood that neither the CITY nor YMCA shall be construed or held to be a partner or associate of the other in the conduct of their respective business. The relationship between the Parties hereto is and shall remain at all times that of Landlord and tenant.

SECTION 20. **INDEMNIFICATION.**

(A) YMCA shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage

to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of YMCA, its agents, servants, officers, officials, employees, or subcontractors.

(B) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statues.

(C) In claims against any person or entity indemnified under this Section by an employee of the YMCA or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the YMCA or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(D) The execution of this Agreement by the YMCA shall obligate the YMCA to comply with the indemnification provision in this Agreement, however, the YMCA must also comply with the provisions of this Agreement relating to insurance coverages.

SECTION 21. INSURANCE. Without limiting any of the other obligations or liabilities of YMCA, YMCA shall provide, pay for, and maintain in force, throughout the term of this Lease Agreement, the insurance coverages set forth in this Section:

(A) COMPREHENSIVE. YMCA shall maintain Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, together with $1,000,000 in Excess (Umbrella) Liability insurance over and above the underlying general liability limits.

(B) ADDITIONAL INSURED. The policy(ies) shall name the CITY as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the CITY thirty (30) days prior written notice, except for nonpayment of premium which, by law, is ten (10) days notice. The insurance shall be evidenced by a certificate in a form acceptable to the CITY, stating the amount of any "deductible" written by an insurance company with a minimum rating of A+, to the CITY and a copy of

the policy or certificate of insurance shall be delivered to the CITY prior to the commencement of this Restated Lease Agreement.

(CB) FAILURE TO PROCURE. In the event YMCA fails to procure the insurance required herein, the CITY may, but shall be under no obligation to, procure insurance in which event YMCA agrees to pay the CITY, in addition to rent, the amount of the premium on the first day of the month following the month in which the CITY notifies YMCA of the amount of the premium due.

SECTION 22. **APPLICABLE LAW.**

(A) This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the law of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

(B) Time is of the essence in the performance of this Agreement.

SECTION 23. NONDISCRIMINATION. The YMCA agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The YMCA, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

SECTION 24. FURTHER DOCUMENTS. Each of the Parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purpose of this Agreement.

SECTION 25. FAILURE TO ENFORCE NOT WAIVER OF RIGHT. Failure by CITY to enforce any provision contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto.

SECTION 26. FORCE MAJEURE. The CITY's obligations hereunder shall be subject to the concept of force majeure. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, civil disobedience, geologic subsidence, electrical failure, malfunctions, and events of a similar nature, the CITY shall be excused from providing continual utility service until the cause or causes thereof have been remedied.

SECTION 27. HEADINGS/CAPTIONS. Section headings and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, or any provision hereto.

SECTION 28. INTERPRETATION. The CITY and the YMCA agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both Parties have contributed to the drafting of this Agreement.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same document.

SECTION 30. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between Parties relating to the subject matter of this Agreement. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the City Council of the CITY and the YMCA and executed by all Parties to this Agreement in a formal Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC	**CITY OF PALM COAST**
By: _____	By:_____
Print:_____	Print:_____
Title: _____	Title:_____
Date:_____	Date:_____

EXHIBIT “A”

EXHIBIT A

Legal Description of Parcel 06-12-31-5825-00000-0200

Lot 20, of the subdivision plat of Town Center at Palm Coast Phase 2, according to the plat thereof, as recorded in Map Book 35, Pages 63 through 68, of the Public Records of Flagler County, Florida



AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this____ day of_____, 2026, the "Effective Date", by and between the **CITY OF PALM COAST**, a Florida municipal corporation, whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, hereinafter referred to as "**CITY**," and the **VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC**. ("**YMCA**") a Florida non-profit corporation, whose address is 761 E. International Speedway Blvd, Deland, FL 32724. CITY and YMCA shall be collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the YMCA has expressed a desire to provide a YMCA Recreation Facility and its services to the Citizens of City of Palm Coast; and

WHEREAS, the following recitals are true and constitute a material inducement to the CITY to enter into this Lease agreement:

WHEREAS, The CITY is the owner in fee simple absolute of certain property located at 1580 Central Avenue, Palm Coast, Florida 32136; and

WHEREAS, the YMCA desires to collaboratively develop the property in conjunction with CITY into a YMCA Recreational Facility located at 1580 Central Avenue, Palm Coast, Florida 32164.

WHEREAS, the YMCA has expressed a willingness to build and operate a YMCA for the purpose of allowing public use of the facilities and programs in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the City Council of the City of Palm Coast finds and determines that a public purpose would be met by assuring the public of the benefits of healthy and wholesome recreation programs for all ages provided by the YMCA for the benefit of the Palm Coast community; and

WHEREAS, the parties desire to agree to certain terms and conditions relative to the collaborative development of a YMCA on the property; and

WHEREAS, this Agreement serves a legitimate and important public purpose; and

WHEREAS, this Agreement conforms with all applicable provisions of State law and the Charter, codes and ordinances of CITY.

NOW, THEREFORE, in consideration of the premises, mutual covenants, agreement and promises herein contained, the parties hereby covenant and agree as follows:

SECTION 1. RECITALS. The following recitals are true and constitute a material inducement to the CITY to enter into this Lease Agreement: The Parties hereby acknowledge that the YMCA shall be the lessee under the Lease Agreement. The CITY is the owner in fee simple absolute of certain property located at 1580 Central Avenue, Palm Coast Florida, 32164, ("Property") and is more particular described in Exhibit "A," attached hereto and made a part of this Lease Agreement. The CITY is agreeable to leasing the underlying land to the YMCA, and the YMCA hereby agrees to lease said land from the CITY and to construct, own, and operate a YMCA Recreational Facility (along with any future improvements) situated thereon, with such facility to be owned exclusively by the YMCA. The Parties will collaborate together to develop a YMCA Recreation Facility on the Property and any future development proposals or construction must be approved by the CITY. It is intended that CITY will permit the YMCA to operate the YMCA Recreational Facility once it is developed subject to the lease that sets forts all terms and conditions of use and compensation to the CITY in the amount of ONE DOLLAR ($1.00) per year. The City Agrees to contribute two hundred fifty thousand dollars ($250,000.00) from State appropriations toward the construction and development of the YMCA Recreational Facility. In addition, the City agrees to contribute two million dollars ($2,000,000.00) in fiscal year 2027, five hundred thousand dollars ($500,000.00) in fiscal year 2028, and five hundred thousand dollars ($500,000.00) in fiscal year 2029 towards the construction of the YMCA Recreation Center. Each payment will be received by the YMCA on April 1st of the designated fiscal year. The CITY finds that such activities serve a public purpose for the betterment of the citizens of the CITY.

(A) Notwithstanding anything to the contrary contained herein, the CITY's obligations under this Lease Agreement including but not limited to the disbursement of any CITY funding contributions set forth above are expressly contingent and conditional upon the YMCA entering into a binding, fully executed agreement with the Flagler County School District (the "School District"). Pursuant to said agreement, the School District must commit to contribute a minimum financial sum of Three Million Dollars ($3,000,000.00) toward the construction, development, or operation of the YMCA Recreational Facility. In the event the YMCA fails to execute such an agreement and secure the School District's $3,000,000.00 financial commitment within 30 days of the effective date of this Agreement, this Lease Agreement shall automatically terminate, and neither Party shall have any further obligation or liability hereunder.

SECTION 2. TERM OF LEASE. The term of the lease shall be for thirty-five (35) years, commencing on the 1st day of November 1, 2026, and extending until midnight on October 31, 2061, and for any additional period of time during which the property and YMCA Recreational Facility is leased by the YMCA.

SECTION 3. USE OF THE PROPERTY.

(A) CITY agrees that the YMCA shall use the Property exclusively for the construction, operation, and maintenance of a YMCA Recreation Facility. The YMCA Recreation Facility shall mean the approximately 46,000+/- square foot facility and all related improvements, which includes, but is not limited to, an Olympic-size swimming pool, family pool, wellness center, sports gym, locker rooms, childcare area, group exercise rooms, kids zone, and all related amenities. No other use shall be permitted without prior written consent of the City. YMCA shall comply with all federal, state, and local laws, rules and regulations applicable to developing a YMCA Recreational Facility and for the use of the Property. Parties hereto agree to coordinate any special events and/or programs within their operations, subject to the terms and conditions contained herein. The YMCA shall apply for all necessary construction and development permits for the YMCA facility, swimming pool, and all planned amenities within six (6) months of the effective date of this Agreement, and shall have all such facilities fully constructed, operational, and open to the public within three (3) years of the date of the permit application unless both parties to this agreement mutually agree in writing to extend either above date. Failure to have the YMCA Recreation Facility fully constructed, operation, and open to the public within the specified three (3) year timeline (or any mutually agreed-upon

written extension) shall constitute a material default under this Lease. In the event of such default, the YMCA shall refund and repay to the City the entire three million two hundred fifty thousand dollars ($3,250,000.00) contributed under this agreement within thirty (30) days of written notice from the City.

(B) The CITY may use the YMCA Recreational Facility or any portion thereof and its parking area at no cost for Official City Activities, provided the City Preschedules the use with the YMCA and it does not conflict with existing YMCA events or prior commitments/programs. Administrative and technical personnel from the YMCA's staff will be made available to the CITY for these activities. Any city requirement in excess of normal staffing and resources of YMCA shall be paid by the CITY.

(C) **FLAGLER COUNTY SCHOOL DISTRICT RIGHTS AND EXCEPTIONS**. The YMCA shall grant the Flagler County School District ("District") perpetual usage rights for Physical Education programming and District-sanctioned sports team practices and competitions pursuant to a separate agreement between the District and the YMCA.

(D) **YOUTH CLUB ACCESS.** The YMCA shall permit youth sports clubs located within the City of Palm Coast to access the facility for practices and sporting events at nominal rates, subject to scheduling availability and prior coordination with the YMCA. For the purpose of this Agreement "nominal" or "nominal rates" shall mean a minimum fee charged exclusively to cover the actual cost for the YMCA to provide the service, limited strictly to direct, out-of-pocket operational expenses incurred (including, but not limited to, incremental staffing for supervision/security, direct utility usage during event hours, and post-event cleaning supplies and labor.) Nominal rates shall strictly exclude commercial markups or standard market rental rates, provided that a reasonable allocation for direct facility wear-and-tear or minor administrative tracking may be included but shall strictly exclude any profits margins, commercial mark-ups, or standard market rental rates.

(E) **SCHEDULE OF OPERATIONS.** The YMCA Management will determine the hours of operation of the Palm Coast YMCA. The same shall be in accordance with nationwide and local YMCA practices and policies.

(F) **CONCESSIONS**. The YMCA may, but shall not be required to, dispense food and/or drink on the Premises for consumption by users of the YMCA facilities.

(G) **PARKING.** The YMCA will share a parking lot with the Stage at Town Center. The City will provide notice of 14 calendar days of all scheduled special events at the Stage. Notwithstanding the foregoing, if the parking lot (or any portion thereof) is located within the legal description of the Property leased to the YMCA under this Lease Agreement, the YMCA shall be solely responsible for the operation, management, repair, and all maintenance of the parking lot (or the portion thereof within said legal description) at its sole expense.

(H) **FEES**. The right to set and control fees charged to members and non-members by the YMCA shall remain with the YMCA and shall not be within the control or directive of the CITY.

(I) **COMPATIBILITY.** The YMCA agrees to operate, maintain and promote the operation and maintenance of the facility in a manner consistent with nationwide and local YMCA policies and practices. The YMCA's operation of the facility shall be in accordance with applicable CITY regulations. The YMCA further agrees to comply with the reasonable request of the CITY pertaining to the operation and promotion of the facility in order to provide for the safety of YMCA members and the public. YMCA agrees that its operation of the facility as a YMCA facility will not unreasonably interfere with the use of the contiguous park area by members of the general public or by the CITY. It is the Parties' intention that the operation of the facility will be compatible with the Parks and Recreation programs of the CITY and/ or programs within their operations. Nothing in this Lease Agreement shall prohibit the CITY from providing any and all programming it deems necessary to meet the needs of the Palm Coast community. YMCA agrees that it will not discriminate in its hiring or promotional practices.

(J) **ADDITIONAL TAXES**. The Parties acknowledge that as a YMCA facility, YMCA presently enjoys a tax exempt status, however, to the extent the same may be applicable, YMCA shall pay all taxes, including all personal property taxes, all real property taxes, leasehold improvement and/or leasehold interest taxes, sales taxes which may be assessed against or arise by reason of YMCA's leasing of the Demised Premises or its operation of the facilities as a YMCA facility.

SECTION 4. YMCA ADDITIONS AND IMPROVEMENTS. The YMCA shall not, without first obtaining the written consent of the CITY, through the City Manager, make any alterations, additions or improvements (collectively, "Alterations") in, to or about the Property, except as stated herein. Unless the Alterations affect the Properties common facilities or systems or would otherwise require a building permit, CITY shall not unreasonably withhold or delay its consent to non-structural or non-mechanical Alterations. YMCA may perform minor Alterations that would be considered exclusively cosmetic improvements, having no impact on the structure or the mechanical systems, such as painting, carpet, and/or window coverings, without the prior consent of the CITY. Except as stated herein, all Alterations to the Property shall be subject to review for compliance and written approval by the CITY prior to such Alterations being made.

(A) Prior to making any Alterations, YMCA shall submit to CITY detailed plans and specifications for Alterations. All Alterations shall be accomplished in accordance with the following conditions:

1. For all contemplated Alterations to the components of the building and surrounding site improvements of the Property, YMCA shall obtain written approval from the City Manager.

2. YMCA shall apply for and obtain such permits as may be required under the Land Development Code of the City of Palm Coast, Florida and other governing entities, if applicable. YMCA shall provide performance and payment bonds equal to the value of all contracts for improvements naming the CITY as an insured.

3. YMCA shall do all things necessary to prevent the filing of any liens for work, labor, services or materials performed or supplied or claimed to have been performed or supplied to YMCA, or anyone holding the Property, or any part of them, through or under YMCA. If any claim of lien is filed, YMCA shall have it canceled of record within thirty (30) days after the date of the filing or, if YMCA in good faith determines that the lien should be contested, YMCA shall furnish security to release the claim of lien as a lien against the property and to prevent any foreclosure, pending resolution of the contest.

4. If YMCA does not release the claim of lien, the CITY may, but shall not be obligated to, release the claim of lien either by paying the amount claimed to be due or by procuring the release of claim

of lien by giving security or in such other manner as may be prescribed by law. YMCA shall repay to the CITY all sums disbursed or deposited by the CITY pursuant to the foregoing provisions of this paragraph, including the CITY's cost, expenses and attorneys' fees reasonably incurred in connection therewith as additional rent hereunder on demand. Nothing contained herein shall imply any consent or agreement of the CITY to subject their interests to liability under any mechanics' or other lien law whether or not the performance or the furnishing of such work, labor, services, or materials to YMCA or anyone holding the Property, or any part of them, through or under YMCA has been consented to by the CITY.

SECTION 5. MAINTENANCE AND REPAIRS TO PROPERTY.

(A) YMCA MAINTENANCE RESPONSIBILITY.

1. YMCA shall be responsible for all costs, expenses and obligations related to day-to-day operations, repairs, replacements, and all routine maintenance necessary to develop and maintain the components of the YMCA Recreational Facility, including but not limited to day-to-day, routine maintenance, janitorial and cleaning services, electric, water, and sanitary sewer services, telecommunications services, and maintenance of the surrounding grounds areas within the YMCA Recreational Facility which may arise or become due during the term of this Lease Agreement. Ground maintenance shall include but not be limited to mowing, edging, landscaping and any necessary replacement thereof, irrigation and irrigation system, and tree trimming within the Property. YMCA shall be responsible for the routine maintenance of parking areas, drives and sidewalks, including but not limited to the grass/tree median areas throughout the parking lot area. It shall be the responsibility of the YMCA to notify the CITY of any necessary repairs to the parking areas, drives and sidewalks, as described hereinabove.

2. It shall be the responsibility of the YMCA to keep the Property clean, sanitary, and free from trash and debris. The complete upkeep and maintenance shall be borne by YMCA and YMCA agrees to maintain the Property in accordance with the terms and conditions of this Lease Agreement, continuing service agreements, if any, the City's Land Development Code and consistent with prudent, well-reasoned maintenance procedures and techniques.

3. Notwithstanding any language to the contrary, the Parties agree that the YMCA shall be solely responsible for the routine, ongoing maintenance of the Property to the reasonable standards established by, and to the satisfaction of, the CITY, judged by the standards established in other facilities of similar nature in the local area and as set forth in this Lease Agreement. The CITY shall have reasonable access to the Property during normal operating hours for purposes as set forth herein, and shall timely give YMCA written notice of any maintenance deficiency along with a time period of sixty (60) calendar days from date of notice to correct such deficiency.

SECTION 6. SIGNS. YMCA, at YMCA's expense, shall have the right to place upon the Property such signs or signs as may be necessary to designate the Property. Such signs shall be maintained in good condition and repair at all times by the YMCA, at YMCA's expense, and shall comply with all zoning and sign requirements of the City of Palm Coast. All permits necessary for such signs shall be obtained by YMCA at YMCA's expense.

SECTION 7. **UTILITIES SERVICES.** YMCA shall be responsible for all utility services and shall maintain an individual account with all the various providers. YMCA shall be responsible for arranging access to and all fees associated with telecommunications services, including but not necessarily limited to, telephone service, fire and security system monitoring, facsimile, and internet connection.

SECTION 8. **ASSIGNMENT AND SUBLEASING.** YMCA shall not sell, assign, sublet or in any manner transfer this Lease Agreement or any estate or interest thereunder and shall not sublet the Property or any part thereof, without prior written consent of the CITY in each instance, which consent may be withheld for any reason. The consent by the CITY to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Should YMCA assign or attempt to assign this Lease Agreement or sublet any portion of the Premised without prior written consent of the CITY, this Lease Agreement shall be terminated forthwith, without prior notice to YMCA. No consent to assignment or encumbrance shall constitute a waiver of the provisions of this Section. However, nothing in this Section shall prohibit YMCA from engaging independent vendors, contractors, or concessionaires to provide ordinary goods, services, or programs (including, but not limited to, food/beverage concessions, athletic coaching, or health services) to facility members and the public *within* the YMCA facility, provided

that such arrangements are structured strictly as operational licenses rather than real estate subleases or assignments, grant no permanent or exclusive land rights, and fully comply with all prohibited use restrictions outlined below in section 8 (A).

(A) Prohibited Commercial and Operational Uses: Notwithstanding any other provision of this Lease Agreement to the contrary, neither YMCA nor any permitted vendor, licensee, concessionaire, or other party shall use, or permit the Property, the facility, or any improvements thereon to be used for, any of the following commercial or operational activities:

(1) Regulated Retail & Controlled Substances: Smoke shops, vape shops, tobacco-related retail establishments, dispensaries, or businesses engaged in the retail sale, distribution, or marketing of THC, delta-8, cannabis, or any psychoactive hemp-derived products.

(2) Alcohol & Adult Beverages: Any retail sale or commercial distribution of alcoholic beverages of any kind (including bars, taverns, lounges, and package sales).

(3) Firearms & Weapons: Gun shops, firearm sales, ammunition sales, or indoor/outdoor shooting ranges.

(4) General Compliance Mandate: Any use, operation, or activity that is prohibited or restricted by zoning regulations, local municipal ordinances, Community Development District (CDD) regulations, or any applicable State of Florida or Federal laws and regulations.

SECTION 9. PUBLIC RECORDS COMPLIANCE. YMCA, when acting on behalf of the CITY for rehabilitation and completion of the improvements provided for herein, shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(A) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(B) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D) Meet all requirements for retaining public records and transfer to the CITY, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

SECTION 10 .DEFAULT, REMEDIES, AND ABANDONMENT.

(A) Events of Default. The following shall be considered "Events of Default":

Unless otherwise stated herein, YMCA's failure to perform, or YMCA's material violation or material breach of, any of the terms, covenants, or conditions of this Lease Agreement, which said failure, violation or breach shall continue un-remedied by YMCA for a period of sixty (60) days after CITY has delivered written notice thereof to YMCA. YMCA shall take immediate steps to remedy the breach and shall diligently pursue such steps until completed and reasonably accepted by the CITY. No default as set forth under this Section shall be deemed to continue if and so long as YMCA diligently proceeds to cure in good faith or is delayed in or prevented from curing by facts or circumstances beyond YMCA's control. If said failure, violation or breach continues after the expiration of a reasonable time to cure, as provided herein, then the CITY may terminate YMCA's right to possession of the Premises and enter the Premises and remove all persons, furniture and equipment located therein, and may seek any and all other remedies available to the CITY by statute or law.

(B) Effect of an Event of Default and Remedies of the City. Upon the occurrence of any Event of Default, as a result thereof and without other action by CITY, CITY shall have the following options:

1. Declare the rights of YMCA under this Lease Agreement terminated, and thereafter recover possession of the Premises and remove all persons, furniture and equipment located therein through legal process;

2. Pursue any other remedies available at law or in equity to City on account of the Event of Default. City agrees to use reasonable efforts to mitigate damages on account of any default by YMCA. All of the remedies herein before given to City and all rights and remedies given to it by law and equity shall be cumulative and concurrent. The taking or recovering of the Demised Premises shall not deprive City of any of its remedies or actions against YMCA for rent or any and all other sums due, nor shall the bringing of any action for rent or for breach or default under any term, condition or covenant, or the resort to any other remedy herein provided for the recovery of rent, be construed as a waiver of the right to obtain possession of the Demised Premises.

3. The Parties hereto agree that for purposes of this Lease Agreement, the determination of the materiality of any violation or default shall be governed by Florida law and shall include the following criteria:

a. The extent to which the injured party will be deprived of the benefit which can reasonably be expected;

b. The extent to which the injured party can be adequately compensated for the part of the benefit of which the injured party will be deprived;

c. The extent to which the breaching party will suffer forfeiture;

d. The likelihood that the breaching party will cure; and

e. The extent to which the behavior of the breaching party comports with the standards of good faith and fair dealing.

(C) Abandonment. If the CITY has actual knowledge YMCA has abandoned the Premises, or the CITY reasonably believes YMCA has been absent from the Premises for a period of thirty (30) consecutive days then the CITY may serve written notice of abandonment upon YMCA, and after ten (10) days have elapsed since service of such notice, then the CITY may declare this Lease Agreement abandoned and shall, in such event, make reasonable efforts to relet the Premises. Damages shall include but shall not be limited to all actual damages suffered by the CITY until the Premises is relet, including reasonable expenses incurred in reletting or in attempting to relet.

(D) Reversion Upon Vacation. If the YMCA ceases operations and vacates the Premises at any time, all improvements, including the building, swimming pool, and any fixtures, shall immediately revert to the ownership of the CITY at no cost to the CITY. The YMCA shall execute any documents necessary to effectuate such transfer and shall ensure the property is free of liens or encumbrances at the time of reversion.

(E) **City's Right to Cure Mortgage Default.** The CITY shall have the absolute right, but not the obligation, to cure any default by YMCA under any mortgage, deed of trust, or other security instrument encumbering the leasehold interest or Premises. The CITY may exercise this right to cure within thirty (30) days after receiving notice of default, or prior to the expiration of the mortgagee's applicable cure period, whichever is later.

(G) **Condition of Mortgage; Lender Notice Covenant.** Any mortgage, deed of trust, or security instrument placed upon the leasehold interest shall expressly require the mortgagee/lender to deliver a duplicate copy of any notice of default or notice of acceleration directly to the CITY simultaneously with its delivery to YMCA. Any leasehold mortgage that fails to include or provide for this direct notice requirement shall be deemed an unauthorized encumbrance and a material default of this Lease Agreement.

SECTION 11 .LOSS OR DESTRUCTION OF YMCA RECREATIONAL FACILITY. If the YMCA Recreational Facility becomes, as a practical matter, totally untenantable after a casualty loss such as fire, storm, explosion, earthquake, or other casualty loss, this Lease Agreement shall be at an end from such time, except for the purpose of enforcing rights and obligations that may have then accrued under this Lease Agreement, including but not limited to, the payment of insurance claims, indemnity, and any remaining rental credit. The rental shall then be accounted for between the City and YMCA up to the time of such loss or destruction of the YMCA Recreational Facility, YMCA paying up to such date and the City crediting to YMCA the rents collected beyond such date, if any. Should only a part of the YMCA Recreational Facility be rendered untenantable, the rental minus any rental credit shall abate in the proportion which the injured bears to the whole YMCA Recreational Facility, and such part so damaged shall be restored by the

YMCA , at YMCA's sole cost and expense, as speedily as practicable, after which the full rent minus any rental credit shall recommence and the Lease Agreement shall continue according to its terms.

SECTION 12 .AS-IS CONDITION. YMCA, being the occupant of the Property pursuant to this Lease, acknowledges that it will accept and occupy the Property under this Lease Agreement in "AS IS" condition as the Property exists on the date of this Lease Agreement, and that CITY shall have no obligation to improve, repair or prepare the Property, prior to the Commencement Date or, except as otherwise expressly set forth in this Lease Agreement, after the Commencement Date, for occupancy by YMCA under this Lease Agreement. YMCA ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE SUITABILITY OF THE PROPERTY FOR THE CONDUCT OF YMCA USES THEREON.

SECTION 13. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party hereto. The obligations of the YMCA shall not be obligations of CITY and the YMCA shall ensure that no liens, of any type or nature whatsoever, are placed upon the property.

SECTION 14. CITY'S RIGHT TO STRICTLY ENFORCE. Any law, usage or custom to the contrary notwithstanding, CITY shall have the right at all times to enforce all terms, conditions and covenants hereof in strict accordance herewith, notwithstanding any conduct or custom on the part of the CITY in refraining from so doing at any time or times. Further, the failure of CITY at any time or times to enforce its rights hereunder strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to any specific term, condition or covenant hereof, or as having in any way or manner modified the same.

SECTION 15. NOTICES.

(A) Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, or (2) upon receipt of

such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall specify by written notice to the other party delivered in accordance with.

YMCA: Volusia/Flagler Family Young Men's
Christina Association, Inc.
Attn: Christopher J. Seilkop, President & CEO
Address: 761 E International Speedway Blvd
Deland, FL 32724

CITY: City of Palm Coast
Attn. City Manager
160 Lake Avenue
Palm Coast, Florida 32164

(B) The parties may change the person or notice address for the provisions of this section by providing notice of same as set forth in this Agreement.

SECTION 16. RECORDATION. This lease shall not be recorded by YMCA without the consent of the CITY.

SECTION 17. WASTE. YMCA agrees to commit or suffer no act that would result in damage to or waste of the Property.

SECTION 18. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be affected. To that end, the terms of this Agreement are declared severable.

SECTION 19. PARTIES NOT PARTNERS. It is expressly understood that neither the CITY nor YMCA shall be construed or held to be a partner or associate of the other in the conduct of their respective business. The relationship between the Parties hereto is and shall remain at all times that of Landlord and tenant.

SECTION 20. **INDEMNIFICATION.**

(A) YMCA shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act,

failure to act, malfeasance, misfeasance, conduct, or misconduct of YMCA, its agents, servants, officers, officials, employees, or subcontractors.

(B) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statues.

(C) In claims against any person or entity indemnified under this Section by an employee of the YMCA or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the YMCA or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(D) The execution of this Agreement by the YMCA shall obligate the YMCA to comply with the indemnification provision in this Agreement, however, the YMCA must also comply with the provisions of this Agreement relating to insurance coverages.

SECTION 21. INSURANCE. Without limiting any of the other obligations or liabilities of YMCA, YMCA shall provide, pay for, and maintain in force, throughout the term of this Lease Agreement, the insurance coverages set forth in this Section:

(A) COMPREHENSIVE. YMCA shall maintain Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, together with $1,000,000 in Excess (Umbrella) Liability insurance over and above the underlying general liability limits.

(B) ADDITIONAL INSURED. The policy(ies) shall name the CITY as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the CITY thirty (30) days prior written notice, except for nonpayment of premium which, by law, is ten (10) days notice. The insurance shall be evidenced by a certificate in a form acceptable to the CITY, stating the amount of any "deductible" written by an insurance company with a minimum rating of A+, to the CITY and a copy of the policy or certificate of insurance shall be delivered to the CITY prior to the commencement of this Restated Lease Agreement.

(C) FAILURE TO PROCURE. In the event YMCA fails to procure the insurance required herein, the CITY may, but shall be under no obligation to, procure insurance in which event YMCA agrees to pay the CITY, in addition to rent, the amount of the premium on the first day of the month following the month in which the CITY notifies YMCA of the amount of the premium due.

SECTION 22. **APPLICABLE LAW.**

(A) This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the law of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

(B) Time is of the essence in the performance of this Agreement.

SECTION 23. NONDISCRIMINATION. The YMCA agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The YMCA, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

SECTION 24. FURTHER DOCUMENTS. Each of the Parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purpose of this Agreement.

SECTION 25. FAILURE TO ENFORCE NOT WAIVER OF RIGHT. Failure by CITY to enforce any provision contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto.

SECTION 26. FORCE MAJEURE. The CITY's obligations hereunder shall be subject to the concept of force majeure. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, civil disobedience, geologic subsidence, electrical failure, malfunctions, and events of a similar nature, the CITY shall be excused from providing continual utility service until the cause or causes thereof have been remedied.

SECTION 27. HEADINGS/CAPTIONS. Section headings and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, or any provision hereto.

SECTION 28. INTERPRETATION. The CITY and the YMCA agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both Parties have contributed to the drafting of this Agreement.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same document.

SECTION 30. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between Parties relating to the subject matter of this Agreement. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the City Council of the CITY and the YMCA and executed by all Parties to this Agreement in a formal Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC	**CITY OF PALM COAST**
By: _____	By:_____
Print:_____	Print:_____
Title: _____	Title:_____
Date:_____	Date:_____

EXHIBIT "A"

EXHIBIT A

Legal Description of Parcel 06-12-31-5825-00000-0200

Lot 20, of the subdivision plat of Town Center at Palm Coast Phase 2, according to the plat thereof, as recorded in Map Book 35, Pages 63 through 68, of the Public Records of Flagler County, Florida



City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** H.3

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX AMENDING POLICY RELATING TO THE STATE HOUSING INITIATIVE PARTNERSHIP PROGRAM LOCAL HOUSING ASSISTANCE PLAN PURCHASE ASSISTANCE PROGRAM FOR AFFORDABLE RENTAL DEVELOPMENT AND FIRST TIME HOMEBUYERS' DOWN PAYMENT ASSISTANCE.

Presenter: Joseph Hedgedus, Director Flagler County Health and Human Services and Jacqueline Gonzalez, Site Development Coordinator I

Attachments:

1. Presentation
2. Resolution
3. Draft LHAP

Background:

Florida Housing administers the State Housing Initiatives Partnership program (SHIP), which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The program is designed to serve very low, low, and moderate-income families. SHIP funds are distributed to all 67 counties and 55 cities in Florida. The minimum allocation is $350,000 per county. In order to participate, local governments must establish a local housing assistance program and a local housing assistance plan (LHAP).

Flagler County Administers SHIP, in partnership with City. This Interlocal Agreement guides the relationship. SHIP statute allows funding of variety activities aimed at preserving and increasing the availability of affordable housing opportunities Activities must align with Rule 67-37 F.A.C. including income eligibility, affordability periods, & monitoring requirements.

The proposed amendment would allow the City to use SHIP funds to:

1. Support the development or preservation of affordable rental housing for eligible households; and
2. Provide down payment and closing-cost assistance to eligible first-time homebuyers.

These changes are intended to provide the City with greater flexibility in addressing local affordable housing needs while maintaining compliance with SHIP requirements.

The proposed amendment will help expand affordable housing opportunities, support homeownership, and provide additional resources for eligible Palm Coast residents

Recommended Action:
PLANNING STAFF RECOMMEND TO CITY COUNCIL THE APPROVAL OF RESOLUTION 2026-XX AMENDING POLICY RELATING TO THE STATE HOUSING ITITNATIVE PARTNERSHIP PROGRAM LOCAL HOUSING ASSISTANCE PLAN.

Local Housing Assistance Plan

City of Palm Coast Workshop

Proposed LHAP Amendments

1. Affordable Rental Development Program
2. Purchase Assistance Program

Required Amendment

1. Manufactured Housing (Mobile Homes)

Flagler County Health & Human Services Division
City of Palm Coast Community Development

Local Housing Assistance Plan

Purpose

Review the proposed amendments to the Local Housing Assistance Plan (LHAP)

- Outline amendments
- Summarize statutory requirements and SHIP compliance
- Present draft language and recommended implementation
- Gather direction and feedback from Council

Local Housing Assistance Plan

Background: SHIP & LHAP Requirements

- Flagler County Administers SHIP, in partnership with City.
- ILA guides the relationship.
- SHIP statute allows funding of variety activities aimed at preserving and increasing the availability of affordable housing opportunities
- Allowable activities includes funding affordable rental development and down payment assistance programs.
  - Activities must align with Rule 67-37 F.A.C.
  - Includes income eligibility, affordability periods, & monitoring requirements

LHAP Amendment 1: Affordable Rental Development

- Increasing demand for affordable units across Palm Coast & Flagler County
  - Existing LHAP strategies focus primarily on homeownership
  - Rental opportunities expand access for various demographic groups
  - Supports long-term economic stability and community workforce housing needs
  - Provides an opportunity for local matching funds not drawn from General Fund at County/City

Local Housing Assistance Plan

Current Local Context

- The prior Flagler LHAP included rental development strategies for FY 2022–2025
- Recent SHIP-supported rental initiatives include Phoenix Crossings
- Addition in 2026-28 LHAP ensures alignment with AHAC recommendations around increasing funding opportunities.

Local Housing Assistance Plan

Current Local Context cont.

Countywide Data

- 29 subsidized housing units per 10K people in Flagler County, or 407 total.

  (*US Department of Housing and Urban Development; Office of Policy Development and Research - 2025)

- 10.3% of County residents (~12,900) live below poverty level - $15,960/yr.

  (*US Census Bureau; American Community Survey (ACS) – 2020-24

- 1000 SSI+ recipients in Flagler

  ($994 indiv. Or $1492/couple monthly income – 65+, blind, or qualifying disability, w/ limited resources under $3000).

  (SSA Disability Data Hub: SSDI & SSI Statistics | Wittenburg)

Local Housing Assistance Plan

Current Local Context cont.

SHIP Lifetime

Rehab Liens	Lifetime Rental Exp.
82	$17,231.22
DPA Liens	
139	**Lifetime Mortgage Exp.**
Lifetime Disaster	$96,713.01
87	
Lifetime rent Assist	**Lifetime Prgm Income**
10	$1,830,435.41
Lifetime Mort. Assist	
29	**Lifetime Disaster Exp.**
Active Liens	$264,280.18
221	
Lifetime Rehabs	**Lifetime Expenditure**
205	$15,699,883.48
Lifetime Purchase	**Total Units Assisted**
570	901

Local Housing Assistance Plan

Current Local Context cont.

SHIP Data Current

Purchase Asst.

- –51 Apps in Progress
- –13 completed/ waitlist
- –3 under review
- –10 awarded, looking for a home
- –142 Withdrawn, 4 Denied

Home Rehabilitation

- – 74 Apps in Progress
- – 38 completed/ waitlist
- – 6 under review
- – 6 awarded, looking for a home
- –104 Withdrawn, 21 Denied

Local Housing Assistance Plan

Current Local Context cont.

Countywide Affordable Housing

Flagler Unincorporated -- 0 deed restricted, affordable units

Palm Coast –TBD Aff. Units, waitlists status, vacancy rate

Bunnell – Flagler Housing Authority

- 142 applicants on public housing waiting list (132 units).
- Annual attrition rate is 11%.

- 323 applicants on our HCV waiting list (360 vouchers allocated, scattered site throughout county).
- Annual attrition rate is 10%.

Flagler Beach – TBD Units, waitlists status, vacancy rate

Local Housing Assistance Plan

Proposed LHAP Amendment 1 - Summary*

Add Affordable Rental Development as an allowable activity

- Authorize SHIP funds for new construction, rehabilitation, and infrastructure
- Units must serve households at ≤80% AMI and comply with rent limits
- Require competitive solicitation (NOFA/RFP). All projects will need to meet local land zoning, permitting approvals and development codes.
- Includes compliance elements, monitoring requirements and affordability period of 15–30 years depending on investment.

*see attached Draft LHAP with redline Amendments

Local Housing Assistance Plan

Ongoing: Compliance & Monitoring

- Annual recertification of tenants
  - Rent limits tied to HUD income data
  - Recorded land-use or affordability restrictions
  - First right of refusal for nonprofits if sold w/in affordability period

Local Housing Assistance Plan

Funding Source & Considerations

- SHIP allocations vary by fiscal year
  - Project awards typically capped (e.g., $200k–$250K)
  - Funding is limited to ≤25% of SHIP year allocation, unless amended by statute
  - Supports layered financing required by larger projects via local match funding, making proposals more competitive to state and federal funders

Local Housing Assistance Plan

Proposed LHAP Amendment 2: Purchase Assistance Program

Purchase Assistance Program was revised in the 2026-28 LHAP, narrowing eligible applicants and adding stricter shared equity and resale component.

- Propose returning Purchase Assistance LHAP strategy to prior scope, broadening eligible populations while still allowing prioritizing populations of first responders/public employees.
- Propose removing the recently added Shared Equity and Resale components in current LHAP, due to burden on owner and SHIP.

Local Housing Assistance Plan

Proposed LHAP Amendment 2 - Summary*

- Purchase Assistance Program
  - Funds down payment, closing costs, repairs, and gap financing to first-time homebuyers to purchase a newly constructed or existing home in Flagler County.
  - Eligible repairs are those needed to make the home habitable, improve safety or accessibility.
  - Pre-purchase education and post-purchase counseling are mandatory to support informed and sustainable homeownership.
- Adjustments
  - Remove restriction of only first responder/public employees, creating difficulty meeting required income and special needs groups served (VLI,LI, Mod., disabled)
  - Requires pursuing shared equity and resale restrictions for 3 months, then reverts to standard early sale covenants - loan repayment based on years remaining
  - Slight reduction in maximum award amounts, to reflect best practice and market.

*see attached Draft LHAP

Local Housing Assistance Plan

Ongoing: Compliance & Monitoring

- Regular Lien monitoring conducted by County staff
  - –Recorded land-use for affordability restrictions
  - –First right of refusal if sold in affordability period

Local Housing Assistance Plan

Funding Source & Considerations

- SHIP allocations vary by fiscal year
  - Project awards capped ($110K - $80K Purchase + $30K Rehab)
  - Allows up to 75% of SHIP allocation on construction-related activities (rehabilitation, new construction, and emergency repairs).

Local Housing Assistance Plan

Required LHAP Amendment 1 - Summary*

Florida Senate Bill 594 requires including specific strategies addressing manufactured and mobile homes, allowing use of SHIP funds for:

- Relocation Assistance: for owners and tenants evicted due to mobile home park closures.
- Lot rent assistance: for manufactured home owner, paid to lot/landlord, capped at a maximum of six months.
- Rehabilitation and emergency repairs: like home rehabilitation program.
- Removal of the 20% cap that previously restricted how much SHIP funding local governments could allocate toward manufactured housing.

*see attached Draft LHAP with redline Amendments

Local Housing Assistance Plan

Questions?

Feedback?

RESOLUTION 2026-___
GRANT AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AMENDING THE LOCAL HOUSING ASSISTANCE PLAN (LHAP) FOR 2026-2028; DIRECTING THE SUBMISSION OF THE LHAP AMENDMENTS TO THE FLORIDA HOUSING FINANCE CORPORATION; AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS AND CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Sections 420.907 through 420.9079, Florida Statutes, the State Housing Initiatives Partnership ("SHIP") Act; and Chapter 67-37, Florida Administrative Code, require local governments to develop a one- to three-year Local Housing Assistance Plan ("LHAP") outlining how the funds from the Act will be used; and

WHEREAS, in furtherance of the State's objectives, Flagler County and the City of Palm Coast entered into an Inter Local Agreement (ILA) for the Joint Local Housing Assistance Program on April 7, 2009, establishing collaborative roles and responsibilities among participating entities for the provision, management, and funding of eligible housing activities; and

WHEREAS, the ILA was amended on February 9, 2026, further clarifying aspects updating the LHAP, as well as appointments to and oversight of the Affordable Housing Advisory Committee (AHAC) and Community Development Block Grant (CDBG) Committee Citizen Advisory Task Force; and

WHEREAS, in accordance with the SHIP statute and the ILA, the County serve as the lead agency for the development, implementation, monitoring, and periodic amendment of the Local Housing Assistance Plan ("LHAP"); and

WHEREAS, on July 15, 2025, the Palm Coast City Council adopted Resolution 2025-96 approving the Flagler County LHAP for 2026-2028; and subsequently on August

4, 2025, the Flagler County Board of County Commissioners (the "Board") adopted Resolution 2025-64 approving the County's LHAP for 2026-2028; and

WHEREAS, the Board now desires to amend the previously approved LHAP 2026-2028.

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

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

SECTION 2. LHAP AMENDMENTS. The City Council of the City of Palm Coast hereby approves the amended LHAP 2026-2028 as shown in strike-though (deletions) and underline (additions) in the document titled "Flagler Palm Coast 2026-28 LHAP Rent Dev, Purchase Asst. and Manufactured Housing Amnd.", attached to and made a part of this Resolution. Except as amended herein, all other provisions of the LHAP 2026-2028 remain in full force and effect.

SECTION 3. AUTHORIZATION TO SUBMIT. Per the ILA, the Flagler County Housing Services Program Manager, or designee, is directed to submit this Resolution and its attachment to the Florida Housing Finance Corporation as required by State Law.

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

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

SECTION 6. IMPLEMENTING ACTIONS. The City of Palm Coast City Manager is hereby authorized to execute any documents and certifications required by the Florida Housing Finance Corporation related to this LHAP amendment.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" LHAP Report

FLAGLER COUNTY & CITY OF PALM COAST

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)

LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2025-2026 | 2026-2027 | 2027-2028

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I. PROGRAM DETAILS

A. **LG(s)**

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

B. **Purpose of the program:**

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

C. **Fiscal years covered by the Plan:** 2025-2026, 2026-2027, 2027-2028

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

E. **Local Housing Partnership:** Flagler County promotes a Local Housing Partnership by coordinating efforts between government entities, lending institutions, builders and developers, nonprofit and community-based housing providers, professional service providers, advocates for low-income households, real estate professionals, service organizations, and the lead agency of the local Continuum of Care.

Through its SHIP Program activities, Flagler County engages these partners to increase affordable housing opportunities, deliver supportive services, provide homebuyer education, expand financing access, and preserve long-term housing stability for income-eligible residents.

H. **Leveraging:** Flagler County increases the availability of affordable housing by combining local resources, cost-saving measures, and outside funding sources within a coordinated Local Housing Partnership. SHIP funds are used to leverage and supplement other Florida Housing Finance Corporation programs, serve as match for federal and state housing grants, and strengthen local housing initiatives.

The County actively pursues grants such as the Hurricane Loss Mitigation Program (HLMP) to improve the resilience of the local housing stock and often combines SHIP and HLMP funds to complete rehabilitation and storm hardening for eligible households. Additionally, Flagler County collaborates with the City of Palm Coast to streamline project delivery for home purchase and rehabilitation activities requiring both SHIP and city-administered funding sources, such as the Community Development Block Grant (CDBG).

These combined efforts enhance the effectiveness of local affordable housing strategies and maximize the impact of available resources.

I. **Public Input**: Flagler County solicited public input in the development of the Local Housing Assistance Plan through a combination of public engagement, stakeholder outreach, and online posting. A public survey and the draft LHAP were made available through the County website. Input was solicited at outreach events such as the April Housing Fair and the Spring Fling social services event.

Stakeholder feedback was also sought from organizations including the Housing Authority, Habitat for Humanity, St. Johns Housing Partnership, Mid Florida Housing Partnership, and internal partners such as Flagler County Emergency Management, Human Services, and Administrative Services staff and City of Palm Coast Community Development Staff.

The draft LHAP will be presented at a publicly noticed Palm Coast City Council meeting and subsequently at a publicly noticed Board of County Commissioners meeting, providing multiple opportunities for public comment prior to final adoption.

J. **Advertising and Outreach:** Flagler County advertises the availability of SHIP funds through a notice published in a newspaper of general circulation, such as the Palm Coast Observer, at least 30 days prior to the beginning of the application period. In addition, public news releases are issued through local media outlets, and updates are provided at public meetings, including Affordable Housing Advisory Committee (AHAC) meetings and Board of County Commissioners meetings.

If funding is unavailable due to an active waiting list, no notice of funding availability will be required in accordance with SHIP program rules.

K. **Waiting List/Priorities:** A waiting list will be maintained for applicants who submit complete applications and appear likely to meet eligibility requirements based on the information provided. Applications are accepted year-round for most strategies. For Purchase Assistance, the waitlist may be closed when ten or more potentially eligible applications are received. Applicants will be notified of their status and placed on the waiting list in the order their completed application was received, along with any applicable funding priorities outlined in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

a. **Priority Level 1:** Very Low-Income households with Special Needs
b. **Priority Level 2:** Low Income households with Special Needs
c. **Priority Level 3:** Very Low-Income households
d. **Priority Level 4:** Low Income households employed in Essential Services
e. **Priority Level 5:** Low Income households
f. **Priority Level 6:** Moderate Income households with Special Needs
g. **Priority Level 7:** All other eligible households

For Shared Equity Purchase Assistance strategy, funds will only be awarded to essential service personnel and applicants converting Housing Choice vouchers to homeownership.

Applicants will be served in order of priority, beginning with the earliest application in the highest priority level.

Priority Override for Emergency Conditions
Flagler County Housing Services may override the priority order only in rare and critical cases where a condition poses an imminent and severe threat to life, health, or safety, or where failure to act would result in immediate loss of housing.

Examples of qualifying emergency conditions include (but are not limited to):

- Severe roof failure causing structural instability, ceiling collapse, or active water intrusion affecting electrical systems.
- Electrical panel failure creating a verified fire hazard (as confirmed by a licensed professional).
- Septic or plumbing failure that renders the home uninhabitable (e.g., complete loss of water, sewage backflow).
- Code violations or condemnation notices requiring immediate correction to prevent displacement.
- Court-ordered eviction or relocation due to an unsafe condition within the home.
- Inability to return home from medical rehabilitation due to the condition of the home, including inaccessible entryways, bathrooms, or other hazards that prevent safe mobility or care.

Inoperable HVAC units or roof leaks, while serious, do not qualify for override unless they pose an immediate and documented threat to safety or habitability.

This provision ensures Housing Services can respond swiftly to urgent situations while preserving fairness for households already awaiting assistance for serious—but non-emergency—needs.

L. **Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate based on race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing. Flagler County Ordinance 90-11 establishes a policy to ensure equal opportunity to obtain adequate housing regardless of race, color, religion, ancestry, sex, age, familial status, disability, or national origin.

M. **Support Services and Counseling:** Flagler County will be issuing Requests for Proposals through its OpenGov.com portal for homeownership support to include credit counseling, pre-and -post purchase counseling, and foreclosure prevention counseling and. The Flagler County Extension Office provides First Time Homebuyer classes in English and Spanish.

N. **Purchase Price Limits:** The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury.

The methodology used is:

U.S. Treasury Department	x
Local HFA Numbers	

O. **Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

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

P. **Welfare Transition Program:** Should an eligible sponsor be utilized, Flagler County will apply a qualification and selection system that includes a preference for eligible sponsors employing personnel from the Welfare Transition Program (WTP). Sponsors demonstrating WTP employment will receive priority consideration during the selection process through either bonus scoring or tie-breaker advantage, as outlined in application materials. Documentation verifying WTP employment will be required at the time of application.

Q. **Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

R. **Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

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

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

S. **Program Administration:** Administration of the local housing assistance plan will be

performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	Flagler County administers all aspects of SHIP funding.	10%

T. **First-time Homebuyer Definition:** An individual shall be considered a first-time homebuyer if they meet any of the following criteria:
   a. Has not owned a principal residence during the 3 years preceding the date of purchase. If married, this applies to both spouses.
   b. Is a single parent who only owned a home jointly with a former spouse.
   c. Is a displaced homemaker who only owned a home jointly with a spouse.
   d. Has only owned a principal residence that is considered substandard housing, including but not limited to units that:
      i. Were not permanently affixed to a permanent foundation; or
      ii. Did not meet applicable building codes and could not be brought into compliance for less than the cost of constructing a new permanent structure.
      iii. Ownership of a mobile or manufactured home constructed prior to June 15, 1994, shall be considered ownership of substandard housing for the purpose of first-time homebuyer eligibility.
   e. **Rental and Investment Property Exclusion:**
   Ownership of rental or investment property within the past 3 years disqualifies an applicant, unless:
      i. The property is heirs' property or was inherited and is located more than 50 miles from the applicant's current residence in Flagler County; and
      ii. The applicant cannot occupy, maintain or liquidate the subject property.

   Documentation is required for all exceptions, and final eligibility is subject to program approval.

U. **Project Delivery Costs:** Project delivery costs shall not exceed 5 percent of the award for expenses not covered by the administrative budget to include home inspections, cost estimation, contractor walk-throughs, change-order reviews, and final inspections, homeowner education, and recording fees for owner occupied rehab..

V. **Essential Service Personnel Definition (ESP):** Essential Services Personnel (ESP) includes individuals who are regular, permanent employees working in Flagler County in the following sectors**:**
   a. Public, charter, or private school employees
   b. First responders, including law enforcement, fire rescue, and emergency medical personnel
   c. Health care providers and behavioral health professionals
   d. Community and social services personnel employed by nonprofit or government organizations who support the delivery of services to individuals or families.
   e. Laborers and building trades professionals
   f. Public infrastructure and environmental services employees, including those working in water, sewer, sanitation, roads, or vector control.

W. **Describe efforts to incorporate Green Building and Energy Saving products and processes:** Flagler County encourages the integration of sustainable, storm-resistant, and energy-efficient practices in rehabilitation projects to support long-term affordability, resilience, and environmental sustainability. Where feasible and practical, the County incorporates measures such as:

1. Use of environmentally friendly materials, including low or no-VOC products.
2. Installation of water-saving fixtures and appliances that meet recognized efficiency standards, such as WaterSense or similar.
3. Selection of energy-efficient systems, appliances, and lighting, such as Energy Star-rated products.
4. Improvement of insulation, ventilation, and sealing to enhance energy efficiency and indoor air quality.
5. Incorporation of accessibility features that support aging-in-place, including comfort-height toilets and walk-in showers.
6. Reinforcement of structural elements, such as roof-to-wall connections, to improve storm resistance.

Specifications are developed with qualified professionals to meet industry standards and project needs. A blower door test is conducted for all whole-home rehabilitations by a third-party consultant to identify air leakage and guide energy efficiency improvements in the scope of work.

X. **Describe efforts to meet the 20% Special Needs set-aside:** Flagler County prioritizes Special Needs households across its SHIP programs through identification at intake and funding flexibility within existing strategies.

Special Needs households are served under the Owner-Occupied Rehabilitation strategy through both grant-funded Tier 1 accessibility modifications (up to $15,000) and broader rehabilitation projects when eligible. In addition, Flagler County targets Special Needs voucher holders through the Voucher Deposit Assistance Program and the Voucher Conversion Homeownership initiative.

These efforts ensure that at least 20% of SHIP funds benefit Special Needs households annually, consistent with statutory requirements.

Y. **Describe efforts to reduce homelessness:** Flagler County reduces the risk of homelessness through a combination of housing stabilization, emergency assistance, and supportive services. The County's rehabilitation programs address critical repairs needed to maintain insurance coverage and safe occupancy, preventing financial strain and potential foreclosure for low- and moderate-income homeowners.

In addition, the Human Services Division provides emergency housing assistance to asset-limited households experiencing temporary financial hardship, helping them remain housed during periods of instability. Through the Indigent Health Care program, the County provides medical assistance to uninsured residents, helping individuals recover from illness or injury, maintain employment or access disability benefits, and avoid housing instability.

These combined efforts reduce pathways into homelessness and strengthen the County's overall housing security framework.

II. HOUSING STRATEGIES

A. Nonprofit-Built Homes – Homebuyer Assistance	Code 2

Summary: This strategy provides subordinate purchase assistance to first-time homebuyers purchasing a newly constructed home through a nonprofit affordable housing provider such as Habitat for Humanity or a Community Land Trust (CLT). Assistance is provided for down payment, closing costs, and principal reduction to support an affordable first mortgage. Homes must have received a Certificate of Occupancy within the past 12 months.

b. **Fiscal Years Covered:** 2025-2026, 2026-2027, 2027-2028

c. **Income Categories to be served:** Very low and low

d. **Maximum award:**

Very Low: $90,000
Low: $60,000

e. **Terms:**

1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage.
2. Interest Rate: 0%
3. Years in loan term: 15 years
4. Forgiveness: The loan is forgiven at 10% per year, beginning in year six, through year fifteen (100% forgiveness at year 15).
5. Repayment: none required if the loan is in good standing.
6. Default: In the event of default, the outstanding balance becomes immediately due and payable. The loan will be in default if any of the following occur:

    a. Sale, transfer, or conveyance of the property without County approval.
    b. Foreclosure by a superior mortgage holder.
    c. Conversion of the property to rental.
    d. Loss of homestead exemption status or failure to occupy as a primary residence.

Heir Provisions: If the qualifying homeowner dies during the loan term, the loan may be assumed by an heir who is SHIP-eligible and agrees to occupy the home as their primary residence. The heir must apply within twelve (12) months of the homeowner's death. If no qualifying heir applies, or if eligibility requirements are not met, the full outstanding balance will be due.
Foreclosure: if the property is foreclosed upon by a superior mortgage holder, the County may pursue legal action to recover funds if financially feasible. The County reserves the right to acquire the property at a foreclosure or tax sale to protect the SHIP loan interest.

Refinancing: Permitted only to reduce the interest rate, lower the monthly payment,

or shorten the loan payoff period. Cash-out refinancing, including for home improvements, is not permitted.

f. **Recipient/Tenant Selection Criteria:** All applicants must be first-time home buyers as defined in this plan:

1. Homebuyer Readiness:

   a. Must complete a HUD-certified first-time home buyer course or applicable Community Land Trust homebuyer course.
   b. Must engage in credit counseling with a HUD-Certified housing counseling agency.
   c. Must engage in post-purchase counseling with a HUD-Certified housing counseling agency.
   d. Must provide proof of acceptance into a housing program such as Flagler Habitat for Humanity or another nonprofit organization, such as a Community Land Trust.

g. **Sponsor Selection Criteria**: N/A

h. **Additional Information**

1. **Allowable Home Purchases:** *Owner Occupancy Requirement:* The home must be purchased solely for owner occupancy, and the homeowner must obtain a homestead exemption on the property.
   a. Affordability Provision: The affordable housing agency must ensure that the home remains affordable for a minimum of 15 years through program-enforceable requirements (e.g., mortgage terms, resale restrictions)

2. **Coordination with the City of Palm Coast:** While applicants may initially apply through either the County's SHIP program or the City of Palm Coast's CDBG program, eligibility information gathered in one program may be used to assist in verifying eligibility for the other. This allows for streamlined applicant processing but does not imply automatic eligibility or approval under both programs. SHIP eligibility will be verified by the County.

3. **Subordination:** will only be approved when it aligns with the County's affordability goals and protects the public investment. Flagler County will consider subordination of SHIP loans when it is necessary to support other federal or state affordable housing loan programs that:
   a. Require a higher lien position for program compliance,
   b. Provide critical assistance to very low- to moderate-income homebuyers; or
   c. Bridge affordability gaps, even if the other program provides a smaller financial contribution.

4. **Transfer and Repayment Provisions (in Deed-Back Scenarios):** If the property is deeded back to the affordable housing developer or sponsor, the following provisions apply:
   a. **For community Land Trusts (CLTS) (in Deed-Back or Resale Scenarios)**:

- The SHIP mortgage may be transferred to the subsequent SHIP-eligible buyer without repayment, provided that the CLT or shared equity model imposes permanent resale restrictions that maintain affordability.

b. **For other nonprofit developers (e.g., Habitat for Humanity, CHDOs):**
   1. If the home is deeded back to the provider for resale, repayment may be waived at the County's discretion only if:
   - The subsequent buyer is SHIP-eligible
   - A new SHIP mortgage is recorded, and
   - The County is notified and approves the transfer prior to the sale

B. Purchase Assistance, with or without Rehabilitation	Code 1, 2

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

Eligible repairs are those needed to make existing homes habitable, improve safety or accessibility, correct building code violations, or prevent the imminent failure of a system or structure in the home because of its age, as identified by a home inspector. The number of repairs funded through this strategy are limited to amount available from the maximum award.

Pre-purchase education and post-purchase counseling are mandatory to support informed and sustainable homeownership. This strategy will prioritize eligibility, but not limit it to, first-time homebuyers qualified as essential services personnel as defined in this plan or eligible to convert Housing Choice Vouchers to homeownership.

b. **Fiscal Years Covered:** 2025-2026, 2026-2027, 2027-2028

c. **Income Categories to be served**: Very low, low and moderate

d. **Maximum award:** $110,000

Very Low: $80,000, plus up to $30,000 in rehabilitation
Low: $60,000, plus up to $30,000 in rehabilitation
Moderate: $30,000, plus up to $20,000

e. **Terms:**
1. Repayment loan/deferred loan/grant: Deferred loan secured by a recorded mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 15 years
4. Forgiveness: The loan is forgiven at 10% per year beginning in year 6.

5. Repayment: None if the loan is in good standing.
6. Default: The loan will be in default if any of the following occur during the loan term and without prior written notice to and approval from Flagler County for:
   sale, transfer, foreclosure, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence.

   If any of these occur, the outstanding balance will be due and payable. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by an heir who is SHIP-eligible under the state's maximum allowable income and who will occupy the home as a primary residence. If the legal heir does not complete a SHIP application with Flagler County within twelve months from the date of the qualifying homeowner's death, is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   If the home is foreclosed on by a superior mortgage holder, the County will try to recapture funds through the legal process if it determines adequate funds may be available to justify pursuing a recapture payment. Flagler County reserves the right to buy a property that has a SHIP mortgage at a foreclosure or tax lien sale to protect its loan interest.

   Upon default, the loan balance becomes immediately due and payable. The County shall recover the original SHIP subsidy and any excess net proceeds resulting from an unapproved sale above the allowable resale price.

f. **Recipient/Tenant Selection Criteria**:

All Applicants must:

- Be first-time homebuyers as defined in the LHAP
- Complete HUD-certified pre-purchase education and credit counseling
- Attend post-purchase counseling within 6 months of closing

g. **Sponsor Selection Criteria:** Not Applicable

h. **Additional Information:**

1. **SHIP Award:** Applicants must secure a first mortgage through an approved lender (no private owner or seller-financing). The SHIP loan will be awarded in the amount of subsidy required to allow the homebuyer to purchase an affordable home and correct any necessary deficiencies observed by the home inspection report. The maximum award will not be awarded in all cases.

2. **Mobile Homes:** Purchases of manufactured/mobile homes less than 5 years old on land to be owned, or currently owned, by the home buyer (assessed as real property) are eligible for assistance.

3. **Community Land Trusts:** This SHIP assistance is assumable to an income-eligible homebuyer. The terms of the Note and Mortgage shall allow subsequent purchasers to

assume the loan with approval by the CLT. Otherwise, no repayment will be required during the term of the loan, provided the loan remains in good standing. Please see Exhibit G for additional instructions and information for CLT purchases.

4. **Resale Restrictions:** Assisted homes/homeowners will first pursue resale to a SHIP-eligible buyer (in coordination with the SHIP program) at an affordable price, using a resale formula defined as the:
   a. Original purchase price plus three percent (3%) simple annual appreciation, calculated based on the number of full years completed from the date of closing to the date of resale.
   b. Upon sale to an eligible buyer, the amount eligible for assistance will be retained in the sales price of the home. Any amount above will be recaptured.

   If the SHIP assisted selling homeowner cannot secure an interested and SHIP-eligible buyer within 3 months of declaring to SHIP administrator pursuit of sale, resale to non-SHIP eligible buyers is allowed, consistent with remaining loan forgiveness and early repayment clauses.

5. **Deed Restriction Acknowledgment:** All participating buyers shall sign an acknowledgment at closing confirming they have received, reviewed, and understand the recorded deed restriction and resale provisions. A copy of the deed restriction must be provided and explained during pre-closing counseling.

6. **Sales Below Formula Price (Selling at a Loss):** If the home is sold for less than the original purchase price, the County may reduce the required subsidy transfer to a level proportionate to the original subsidy-to-purchase price ratio. Specifically, the maximum subsidy required to be transferred shall equal the resale price multiplied by the ratio of the original SHIP assistance to the original purchase price.

   Transferred Subsidy = (Resale Price) × (Original SHIP Assistance ÷ Original Purchase Price)

   This approach ensures the share of public investment remains proportionate to the home's current value. No additional reductions will be applied based on time. All adjustments must be documented and justified in the program file.

C. Owner Occupied Rehabilitation	Code 3

Summary: This strategy helps income-eligible, owner-occupied households in Flagler County with the rehabilitation of homes to improve safety, habitability, resilience, accessibility, and long-term housing preservation. Priority is given to critical health and safety issues, followed by major system failures, preventative repairs necessary to avoid further deterioration, and energy or storm resilience enhancements. Aesthetic improvements are not eligible unless directly tied to structural stability or program compliance.

a. **Fiscal Years Covered:** 2025-2026, 2026-2027, 2027-2028

b. **Income Categories to be served**: Very low and low

c. **Maximum award:** $90,000

d. **Terms:**

1. Repayment loan/deferred loan/grant:
    a. $0.00-$15,000: Grant
    b. $15,001-$90,000: Deferred loan secured by recorded mortgage and note

2. Interest Rate: 0%

3. Years in loan term:

    a. $0.00-$15,000: Grant (tier I)
    b. $15,001-$30,000: 5 Years (tier II)
    c. $30,001-$90,000: 15 Years (tier III)

4. Forgiveness:
    a. Grants are fully forgiven.
    b. 5-year loans are forgiven in full at the end of the term.
    c. 15-year loans are forgiven at 10% per year, beginning in Year 6.

5. Repayment: none required if loan is in good standing

6. Default: Loan is in default if any of the following occur during the term:
    a. Sale, transfer, or conveyance of property without County approval
    b. Foreclosure
    c. Conversion to rental use
    d. Loss of homestead exemption
    e. Failure to maintain primary residence

    Upon default, the outstanding balance is due and payable. If the homeowner dies during the term, the loan may be assumed by a SHIP-eligible heir who occupies the home as their primary residence and completes eligibility verification within 12 months. Otherwise, the full balance becomes due, and a Notice of Default will be recorded.

    Refinancing is only permitted to reduce monthly payments or interest rates, or to shorten the loan term. Cash-out refinancing is not permitted. The County may allow subordination or refinancing for critical home repairs that preserve habitability and affordability. The County reserves the right to deny requests that compromise affordability or increase foreclosure risk.

e. **Recipient/Tenant Selection Criteria:**

1. The property must be owner-occupied and homesteaded, as evidenced by a current homestead exemption.
2. Mortgage and property tax payments must be current at the time of application and

remain current throughout the rehabilitation process.

3. Eligible mobile homes must have been constructed after June 15, 1994, and be located on land owned by the applicant to qualify for lien-secured assistance.
4. All eligible mobile homes on owned real property will be processed as Tier 3 rehabilitation projects and must undergo a third-party inspection and formal scope of work development prior to award.
5. Households with open Home Equity Lines of Credit (HELOCs), reverse mortgages, unresolved title issues, or trust/LLC ownership lacking lien authority are ineligible.
6. Project delivery costs for inspection and scope development will be included in the total award amount.
7. Mobile homes determined by the third-party consultant to be structurally unsound, economically infeasible to repair within program limits, or otherwise unsuitable for long-term preservation may be deemed ineligible for lien-based assistance.
    a. However, where an immediate, narrowly defined life-safety or habitability issue exists (e.g., unsafe entry steps, failed HVAC), the County may approve Tier 1 grant-funded assistance for that limited repair if it aligns with SHIP goals.
    b. Eligible mobile homes located on leased land are not eligible for lien-based assistance and are limited to Tier 1 grant-funded repairs only.

f. **Sponsor Selection Criteria**: N/A

g. **Additional Information:** N/A

D. New Start Deposit Assistance Program	Code 23

Summary: This strategy provides financial assistance for security and utility deposits to help eligible renters secure stable housing. Assistance is available to:

- Individuals and families with a new Housing Choice Voucher.
- Households identified by Flagler County Human Services as at risk of homelessness.

This funding reduces upfront financial barriers, enabling qualified households to obtain and maintain affordable housing.

a. **Fiscal Years Covered:** 2025-2026, 2026-2027, 2027-2028

b. **Income Categories to be served**: Very low, low

c. **Maximum award:** $3,000

d. **Terms:**

1. Repayment loan/deferred loan/grant: Assistance will be provided on behalf of the applicant in the form of a grant.
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A

6. Default: N/A

e. **Recipient/Tenant Selection Criteria:**

1. Applicants must either:
   a. Hold a new Housing Choice Voucher issued by the Flagler County Housing Authority, **or**
   b. Be identified by Flagler County Human Services as currently experiencing homelessness or at imminent risk of homelessness.
   c. Eligibility is determined by Flagler County Human Services' Emergency Assistance Program.
2. Referrals may come from the Flagler County Housing Authority or other community partners, but all intake, eligibility determination, and award processing will be conducted by Flagler County Human Services.
3. Primary applicant must possess a Florida State ID or Driver License
4. Assistance is provided on a first-qualified, first-served basis, subject to funding availability.

f. **Sponsor Selection Criteria:** N/A

g. **Additional Information:**

1. Eligible Expenses:
   a. Security Deposits
   b. Utility Deposits (only when paired with rental deposit assistance)
   c. Standalone Utility assistance is not eligible
2. One Time Assistance Limit:
   a. Assistance is limited to one-time use per household and may not be used for multiple relocations.
   b. Exceptions may be granted in cases of documented hardship, including:
      - No-fault eviction
      - Domestic violence
      - Uninhabitable living conditions
3. Housing Navigation and Habitability Standard:
   a. Applicants are responsible for locating their own unit within Flagler County.
   b. The unit must meet HUD Habitability Standards, Florida Minimum Housing Code, or applicable local standards as verified by Human Services.
   c. Unit must result in a legally binding lease agreement
   d. Unit cannot be rented from a family member

5. Limited Funding Availability:

Funding for all applicants under this strategy is restricted available funding not to exceed 25% of the fund year allocation.

E. Rental Development with Long Term Affordability	Code 14, 21

Summary: This strategy provides SHIP funds as a local contribution to an eligible sponsor/developer to build or rehabilitate rental units for households meeting income and rent limits with a long-term affordability requirement. Funds may be used for hard costs, gap financing, impact/permit fees benefiting eligible units, or other eligible development costs permitted under SHIP and FHFC programs. The strategy is designed to be leveraged with FHFC funding (e.g., LIHTC, SAIL, bonds) and to rely on FHFC monitoring where applicable.

a. **Fiscal Years Covered:** 2025-2026, 2026-2027, 2027-2028

b. **Income Categories to be served**: Very low, low

c. **Maximum award:** $25,000 per eligible unit; up to $350,000 per development

d. **Terms:**

1. Repayment loan/deferred loan/grant: Deferred loan secured by a recorded mortgage and note
2. Interest Rate: 0%
3. Years in loan term: 30 years
4. Forgiveness: None; Loan is satisfied at the end of the term
5. Repayment: Due upon non-compliance or sale/transfer in violation of Right of First Refusal (ROFR)/transfer provisions
6. Default: Sale/transfer without ROFR, failure to maintain restricted unit count, rent/income non-compliance, failure to complete within SHIP timelines
7. Completion: Project must be encumbered/expended within SHIP timelines and be placed in service within 24 months, with shovel-ready evidence (site control, approvals, financing path)
8. Affordability Covenant: The affordability covenant and SHIP loan obligations shall run with the land and bind all successors and assigns for the remaining affordability term. Any transfer during the affordability period requires County approval and execution of an Assumption Agreement. The County retains a Right of First Refusal to purchase the property at market value. If the County declines, transfer may occur only to an eligible nonprofit or affordable housing entity approved by the County, or to a purchaser who agrees to assume all obligations. Written notice of intent to transfer must be provided to the County at least sixty (60) days prior to closing. The SHIP mortgage and note shall remain in place until the affordability term expires.

Tenant Terms:

Annual tenant eligibility and rent compliance monitored for 30 years. FHFC monitoring may be relied upon where applicable.

e. **Recipient/Tenant Selection Criteria:**

First-qualified, first-served with priorities:

1. Very Low with Special Needs

2. Very Low
3. Low with Special Needs
4. Low

f. **Sponsor Selection Criteria:**

First-qualified, first-served via Flagler County Request for Qualifications.

Sponsors must demonstrate:

- Financing commitments or viable FHFC application
- Capacity to deliver within statutory timelines
- Verifiable evidence units will be filled with eligible tenants within 24 months.
- Acceptance of Affordability Covenant

g. **Additional Information:**

- **Location Preference & Legal Compliance**: SHIP investment is preferred in areas designated for multi-family or mixed-use under the comprehensive plan and zoning.
- **Floating Units**: SHIP restrictions apply only to SHIP-assisted units. Restricted units may float within the property, provided the total number and bedroom mix remain constant.
- **Income & Rent Limits:** Restricted units shall serve households at ≤80% AMI (Flagler County) with gross rents ≤ HUD-published limits by bedroom size; if HUD ceases publishing, gross rent shall not exceed 30% of 80% AMI adjusted for household size using HUD AMI or successor methodology.
- **Right of First Refusal & Transferability:** County has first right of refusal to purchase at market value during the affordability period. If the County declines, transfer may occur to an eligible nonprofit or affordable housing entity approved by the County, provided the purchaser assumes the SHIP loan and covenant. SHIP assistance is transferable with the property for continued compliance.
- **Monitoring Reliance:** FHFC monitoring reports will be accepted in lieu of local monitoring where applicable.
- **Limited Funding Availability:** Funding for all applicants under this strategy is restricted available funding not to exceed 25% of the fund year allocation and available program income.
- **Competitive Solicitation:** the County's Procurement and Contracts division will issue a competitive solicitation though the county's approve procurement Portal, OpenGov in July when funding is available.

F. Manufactured Housing (Mobile Homes)	Code 3, 28, 29

a. Summary: The manufactured housing strategy may provide funds for:

1. Relocation assistance for persons who are deprived of affordable housing due to closure of a mobile home park in accordance with 723.003, F.S. (code 28)
2. Lot rent assistance to owners of manufactured housing/mobile homes not to exceed six months (code 29)
3. Rehabilitation/emergency repairs (code 3)

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $10,000 (relocation assistance)
$5,000 (lot rental assistance)
$15,000 (rehab/emergency repairs)

e. Terms:

1. Repayment loan/deferred loan/grant: For relocation assistance and lot rent assistance, the funds are awarded as a grant. For rehab/emergency repairs the loan is secured by a note and mortgage/lien.
2. Interest Rate: 0%
3. Years in loan term: N/A for relocation assistance and lot assistance, 10 years for rehab/emergency repairs
4. Forgiveness: N/A for relocation assistance and lot assistance, forgiven at the end of the term for rehab/emergency repairs.
5. Repayment: N/A for relocation assistance and lot assistance. None required for rehab/emergency repairs as long as loan is in good standing.
6. Default: N/A for relocation assistance and lot assistance. For rehab/emergency repairs, the loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

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

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis with priorities detailed in Section I.I being met first.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Manufactured housing constructed after June 1994 is eligible.

G. Disaster Assistance	Code 5, 16

Summary: This strategy provides grant-funded assistance to very low- and low-income households in Flagler County impacted by a State or Federal disaster declaration. Eligible activities include: (1) temporary rental or mortgage assistance, including utilities, for up to three months to prevent housing loss due to disaster-related income reduction; (2) insurance deductible assistance for owner-occupied home repairs; and (3) security and utility deposit assistance for households permanently displaced due to disaster-related unit damage. Assistance is only available during an active disaster declaration and does not cover hotel stays or temporary shelter.

a. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

b. Income Categories to be served: Very low, low

c. Maximum award:

- Temporary Rental or Mortgage Assistance: Up to $2,000 per month, for a maximum of 3 months (total cap of $6,000 per household)
- Insurance Deductible: Up to $8,000

d. **Terms:**

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

e. **Recipient/Tenant Selection Criteria:**

1. Assistance is provided on a first-qualified, first-served basis, subject to eligibility and funding availability.
2. Applicants must provide:
   a. Proof of disaster-related property damage (e.g., photos, contractor estimates, insurance claim notices).
   b. For rental or mortgage assistance, applicants must show either:
      - Sustained and significant loss of household income directly resulting from the declared disaster, or
      - Permanent displacement from a rental unit or home due to disaster-related damage not covered by insurance or other assistance.
   c. Acceptable documentation may include:
      - For loss of income:
        - Employer statements
        - Proof of workplace closure

- Reduction in hours or pay
- Termination notices
- Canceled contracts
- Notarized affidavits
- Other verifiable documentation

- For displacement due to property damage:
  - Lease agreement showing prior occupancy
  - Written notice from landlord or property manager
  - Code enforcement report or disaster inspection
  - Insurance claim denial or insufficient coverage notice
  - Photos or documentation of damage to rental unit

3. The following are not eligible under this strategy:
   a. Minor disruptions such as temporary utility outages or short-term business closures without measurable income loss
   b. Voluntary work absences or inability to work due to personal choice or precautionary concerns

   c. Relocation or hotel expenses not tied to a verified loss of habitability or lease agreement

f. **Sponsor Selection Criteria: N/A**

g. **Additional Information:**

1. Assistance is only available to households that:
   a. Have an existing, valid lease or mortgage, or can document permanent displacement due to disaster-related damage to their previous unit
   b. Are at risk of losing housing due to:
      1. Disaster-related income loss, or
      2. Out-of-pocket repair costs not covered by insurance
      3. Verified loss of habitability of a rental unit due to disaster-related damage
2. Assistance can only be issued while a State or Federal disaster declaration is active. Applications must be received during the active disaster declaration period. Households that submit a complete application before the declaration expires may still be served after the declaration ends, provided all eligibility criteria are met.
3. Hotel stays or temporary relocation expenses are not covered under this strategy. Security and utility deposits may be covered if the household is permanently displaced due to disaster-related damage and is securing a new long-term lease. Households needing emergency shelter or temporary housing support should visit **DisasterAssistance.gov** or call the **FEMA helpline** at 1-800-621-FEMA (3362) to explore available federal resources
4. Applicants must certify that they have not received, and will not receive, duplicative benefits from other sources (e.g., FEMA, insurance payouts, nonprofit assistance).
5. Ongoing assistance (rental/mortgage) is evaluated month-to-month and requires updated documentation of continued need.
6. No direct payments will be made to applicants. Payments will be made directly to vendors, including but not limited to:

a. Property owners
b. Landlords
c. Rental management companies
d. Mortgage holders
e. Utility companies
f. Licensed contractors

7. To receive payment the vendors must:
    a. Agree with the County's assistance terms
    b. Submit a completed W-9 form for vendor registration

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III. INCENTIVE STRATEGIES

This section includes all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Expedited Permitting

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

In Flagler County and in the City of Palm Coast, housing projects for affordable housing are expedited by standard custom and practice. Permits for affordable housing are reviewed within ten (10) days.

B. Ongoing Review Process

The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing

Planning staff from both Flagler County and the City of Palm Coast notify the Affordable Housing Advisory Committee (AHAC) of any proposed policies, ordinances, or plan amendments that could impact housing affordability. AHAC members are provided the opportunity to review and comment before such provisions are adopted.

C. Public Lands for Affordable Housing

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

Flagler County: Parcels identified for affordable housing are available at www.flaglercounty.gov/ship. Lands offered for affordable housing are publicly advertised through the County's procurement portal, OpenGov.com. Interested developers and affordable housing entities may create a free account to view all County Requests for Proposals (RFPs), which detail the affordability requirements, targeted Area Median Income (AMI) limits, required restrictions, and preferred housing types.

City of Palm Coast: The City of Palm Coast's Housing Element (2050 Comprehensive Plan) supports the identification of public lands for affordable housing. When suitable parcels are available, the City posts them on its website for public awareness and potential housing opportunities.

D. Duplex Unit Conversion for Separate Ownership (City of Palm Coast)

The City of Palm Coast permits the conversion of duplex dwelling units under single ownership into separately owned units through mechanisms such as condominium ownership or zero-lot line subdivisions, as outlined in Section 4.08.02 of the Land Development Code. This policy facilitates the creation of additional affordable homeownership opportunities by allowing each unit within a duplex to be sold individually. This provision allows each unit within a duplex to be sold individually through one of the following legal mechanisms:

- Creation of a condominium form of ownership;
- Establishment of a zero-lot line subdivision; or
- Implementation of a similar legal structure that allows for separate ownership of each unit.

This policy facilitates the creation of additional affordable homeownership opportunities by enabling duplex units to be sold separately, thereby increasing access to fee-simple ownership for low- to moderate-income households. The City continues to support this allowance as part of its broader strategy to diversify housing options and promote efficient use of land.

E. Planned Affordable Development (PAD) District (Flagler County)

Flagler County has adopted a Planned Affordable Development (PAD) Zoning District to promote innovative and affordable residential development.

Procedures for Implementation:
PAD zoning (Land Development Code Section 3.03.21) encourages creative site design, protection of natural features, and efficient land use for affordable housing development. The PAD District encourages unit clustering and shared infrastructure, which reduces per-unit development costs.

PAD Requirements:

1. Residential and customary accessory uses only
2. Must meet concurrency and preferably be located within five (5) miles of services or employment
3. Internal roads must be paved unless waived
4. Stormwater compliance is required
5. Clustering is encouraged
6. Centralized sewer is preferred

PAD Incentives:

- **Financial Incentives:** Waiver of applicable development and construction fees
- **Regulatory Incentives:** Modifications or waivers may be granted for:
    - Density
    - Setbacks
    - Lot coverage
    - Accessory structures
    - Landscape requirements
    - Minimum living area

F. Accessory Dwelling Units (ADUs) (Flagler County & Palm Coast

Flagler County and the City of Palm Coast have adopted Housing Element policies supporting the development of Accessory Dwelling Units (ADUs) to promote affordable housing.
Procedures for Implementation:

Flagler County:
The County has incorporated the allowance of ADUs into its Housing Element and is actively developing an ordinance, targeted for adoption by Fall 2027. ADUs are intended to support workforce housing, aging in place, and multi-generational households.

City of Palm Coast:
The City's 2050 Comprehensive Plan Housing Element includes a policy that directs the City to conduct a housing needs assessment to improve and diversify housing options.

Recommendations may guide updates to the Housing Element, Land Development Code, and related policies to ensure the diversity and adequacy of housing supply.

Note: Ordinance references will be added upon adoption.

G. Affordable Housing Educational Impact Fee Exemption (County-Wide)

Flagler County offers an exemption from educational impact fees for qualified affordable housing projects.

To qualify, a project must meet the definition of affordable housing under both Section 16-79 of the Flagler County Code and Section 420.0004, F.S. Developers must coordinate with the Planning and Development Department and provide required documentation to demonstrate eligibility.

For more information, contact: 386-313-4009 or planning@flaglercounty.gov.

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IV. EXHIBITS

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

F. Interlocal Agreement

G. Shared Equity Resale Formula and Policies

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** H.4

Department	PARKS AND RECREATION	**Amount**	
Division	PARKS AND RECREATION	**Org/Account #**	
Subject:	RESOLUTION 2026-XX AMENDING THE PARKS & RECREATION FEE STRUCTURE		
Presenter:	**Brittany McDermott, Director of Parks and Recreation**		

Attachments:

1. Presentation
2. Resolution

Background:

The Parks & Recreation Department regularly reviews the Parks and Recreation Fee Structure to evaluate the need for adjustments to existing fees or the introduction of new fees.

As part of this ongoing review, Staff is proposing revisions to the Southern Recreation Center's pickleball, tennis, combination, and room rental fees. These proposed changes have been reviewed by the Parks and Recreation Advisory Board for feedback and are now being presented to City Council for consideration.

Recommended Action:
ADOPT RESOLUTION 2026-XX AMENDING THE PARKS & RECREATION FEE STRUCTURE

Parks & Recreation Fee Structure

Updates and Recommendations

Background

- The Parks & Recreation Fee Structure is reviewed regularly to identify needed adjustments, increases, or new fees.
- Comparable municipalities and recreation facilities were reviewed to evaluate current fees against similar organizations.
- Cost recovery goals were reviewed to help inform the proposed fee adjustments.



Southern Recreation Center

Overview

- Increase pass holder, punch pass, and daily admission fees
- Increase non-profit/individual and for-profit room rental rates by $10
- Establish an additional after-hours and weekend rental rate to support cost recovery and reflect new operating hours
- Establish non-resident rates at 20–30% above resident rates

Southern Recreation Center Pickleball Fees

Fee Type	Current	Recommendations	
Annual	$250	Resident:	$300
		Non-Resident:	$360
Annual Monthly	$300	Resident:	$330
		Non-Resident:	$400
Junior Annual	$100	Resident:	$100
		Non-Resident:	$120
Monthly	$35/month	Resident:	$50/month
	$45/month	Non-Resident:	$60/month
Limited	$15/month	Resident:	$20/month
		Non-Resident:	$25/month
Punch Pass	$60	Resident:	$90
		Non-Resident:	$120
Daily	$7	Resident:	$10
		Non-Resident:	$12
Proposed: Family Daily	N/A	Resident:	$25 ($5/additional child)
		Non-Resident:	$30 ($6/additional child)

Southern Recreation Center
Tennis Fees

Fee Type	Current	Recommendations	
Annual	$550	Resident:	$600
		Non-Resident:	$720
Annual Monthly	$600	Resident:	$630
		Non-Resident:	$760
Junior Annual	$175	Resident:	$175
		Non-Resident:	$210
Monthly	$60/month	Resident:	$80/month
	$75/month	Non-Resident:	$100/month
Limited Monthly	$30/month	Resident:	$40/month
		Non-Resident:	$50/month
Punch Pass	$100	Resident:	$130
		Non-Resident:	$160
Daily	$12	Resident:	$15
		Non-Resident:	$20
Proposed: Family Daily	N/A	Resident:	$30 ($6/additional child)
		Non-Resident:	$36 ($7/additional child)

Southern Recreation Center Combination Fees

Fee Type	Current	Recommendations	
Annual	$650	Resident:	$750
		Non-Resident:	$900
Junior Annual	$225	Resident:	$225
		Non-Resident:	$270
Annual Monthly	$840	Resident:	$1,080
		Non-Resident:	$1,440
Limited Monthly	$40/month	Resident:	$50/month
		Non-Resident:	$60/month
Punch Pass	$150	Resident:	$200
		Non-Resident:	$240

Southern Recreation Center Room Rentals

Fee Type	Current	Recommendations	
Multipurpose room	Non-Profit/Individual: $15/hour	Resident: $25/hour Non-Resident: $33/hour	
	For Profit: $50/hour	Resident: $60/hour Non-Resident: $78/hour	
Fitness room	Non-Profit/Individual: $15/hour	Resident: $25/hour Non-Resident: $33/hour	
	For Profit: $50/hour	Resident: $60/hour Non-Resident: $78/hour	
After Hours/Weekends Multipurpose room	Weekends: $40/hour After-hours: N/A	Non-Profit/Individual	Resident: $50/hour Non-Resident:$65/hour
	Weekends: $50/hour After-hours: N/A	For-Profit	Resident: $60/hour Non-Resident:$78/hour
After Hours/Weekends Fitness room	Weekends: $40/hour After-hours: N/A	Non-Profit/Individual	Resident: $50/hour Non-Resident:$65/hour
	Weekends: $50/hour After-hours: N/A	For-Profit	Resident: $60/hour Non-Resident:$78/hour

Next Steps

- Approve the Resolution amending the Parks & Recreation Fee Structure for the Southern Recreation Center.

RESOLUTION 2026-____
AMENDING RESOLUTION 2024-39
PARKS & RECREATION FEE STRUCTURE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AMENDMENTS TO THE PARKS & RECREATION FEE STRUCTURE; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; PROVIDING FOR APPROVAL; PROVIDING FOR FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Parks & Recreation has determined the need to evaluate the current Parks & Recreation fee structure to uphold the City Council of the City of Palm Coast's Pillar of Priority "Strong Resilient Economy"; and

WHEREAS, Parks & Recreation has compared fees against comparable organizations and are recommending fee changes for the Southern Recreation Center; and

WHEREAS, the City Council of the City of Palm Coast, desires to authorize the City Manager, or designee, to review the Parks & Recreation Fee Structure each year and administer a Consumer Price Index ("CPI") adjustment of up to 3% if the City Manager or designee, determines that an increase in fees is necessary based on the cost increase to the City for equipment and services related to Parks & Recreation facility usage; and

WHEREAS, the City Council of the City of Palm Coast finds it necessary that the Parks & Recreation Fee Structure comes before the City Council, every five years for review and approval.

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

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

SECTION 2 APPROVAL. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Palm Coast Parks & Recreation Fee Structure, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. FEES. The City Manager, or designee, is authorized to review the Parks & Recreation Fee Schedule each year and administer a Consumer Price Index ("CPI") adjustment of up to a 3% if the City Manager or designee, determines that an increase in fees is necessary based on the cost increase to the City for equipment and services related to Parks & Recreation's activities, events, programs, and rentals. The City Manager and City Staff will bring the Parks & Recreation Fee Structure to the City Council every five years, or earlier if determined necessary by the City Manager, for review and approval.

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

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

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Palm Coast Parks & Recreation Fee Structure

Exhibit A
Palm Coast Parks & Recreation Department
PARKS & FACILITIES FEE SCHEDULE

FACILITY	DESCRIPTION	FEES
Palm Coast Community Center Parks & Recreation Office 305 Palm Coast Parkway NE Phone: (386) 986-2323 **Available Amenities:** 6 ft. Tables (rectangle) 5 ft. Tables (rectangle) 3 ft. Tables (square) 5 ft. Tables (round) Stacking Chairs Two kitchens (refrigerator, oven, microwave, water machine, ice machine) Parking Lot (116 spaces) **Available for Rental:** Speakers: $40 10' x 8' Backdrops: $15 3 ft Cocktail Tables (round): $8/each **Tablecloths: $12 each** White Round 120" Black Round 120" 5ft White Spandex 5ft Black Spandex 6ft White Spandex 6ft Black Spandex 5ft Black Rectangle 6ft Black Rectangle	**ROOMS:**	**HOURLY RATES:**
	Business Hours M-F 8am-6pm	
	Exploration Room 114/115 ▪ Seating 40	*Resident* Non-Profit/Individual $15/hour For-Profit $50/hour *Non-Resident* Non-Profit/Individual $40/hour For-Profit $70/hour
	Home Town Room 101 ▪ Seating 125	*Resident* Non-Profit/Individual $30/hour For-Profit $77/hour *Non-Resident* Non-Profit/Individual $50/hour For-Profit $100/hour
	Waterfront Room 116 ▪ Seating 175	*Resident* Non-Profit/Individual Resident $40/hour For-Profit $100/hour *Non-Resident* Non-Profit/Individual $60/hour For-Profit $120/hour
	Sunshine Room 112 ▪ Seating 225	*Resident* Non-Profit/Individual $50/hour For-Profit $125/hour *Non-Resident* Non-Profit/Individual $70/hour For-Profit $145/hour
	After Hours M-F 6-11pm & Weekends	
	Exploration Room 114/115 ▪ Seating 40	*Resident* Non-Profit/Individual $40/hour For-Profit $51/hour *Non-Resident* Non-Profit/Individual $60/hour For-Profit $95/hour
	Home Town Room 101 ▪ Seating 125	*Resident* Non-Profit/Individual $51/hour For-Profit $77/hour *Non-Resident* Non-Profit/Individual $80/hour For-Profit $120/hour

	Waterfront Room 116 ▪ Seating 175	*Resident* Non-Profit/Individual $77/hour For-Profit $125/hour *Non-Resident* Non-Profit/Individual $100/hour For-Profit $145/hour
	Sunshine Room 112 ▪ Seating 225	*Resident* Non-Profit/Individual $100/hour For-Profit $150/hour *Non-Resident* Non-Profit/Individual $120/hour For-Profit $175/hour
	Plus: $200 Security Deposit per room per reservation *(Refundable)* **Available for Additional Fee:** $50 Alcohol Permit (Insurance Required)	
Belle Terre Park 339 Parkview Drive 10.9 Acres	**PAVILION RENTAL** Pavilion #1 Pavilion #2 Playground Gazebo **Available Amenities**: 3 Tennis Courts 2 Handball/Racquet Ball Courts Restrooms Water Fountain Tot Lot Playground School Age Playground	**Daily Rate*:** *Resident* $45/4-hour increment *Non-Resident* $60/4-hour increment **Plus:** $50 Security Deposit *(Refundable)* Electricity & Water is **not** available ***(Rental to conclude by 6:00pm, DST)*
	MULTI-PURPOSE FIELDS:	**Athletics Seasonal Rates** *Non-Profit Sport Alliance: Free *For Profit Sport Alliance: Tier 1 (1 field) $250/season Tier 2 (1-3 fields) $300/season Tier 3 (4 + fields) $500/season *Resident:* $15/hour without lights $20/hour with lights *Non-Resident:* $20/hour without lights $25/hour with lights **Tournament Fields Rates** $100 per field per day Deposit $250 per field Deposit is non-refundable if fields are requested and not used/limited capacity *(Non-profit Sports Alliance member Free)

		Additional Tournament Charges: (All Organizations) Staff Maintenance: $25/hour Lights: $80/hour
Central Park at Town Center 975 Central Ave. 15.63 Acres	**Available Amenities:** Restrooms Water Fountain PA System throughout Park .48 Mile Perimeter Walking Trail	**Entire Park Daily Rate*:** *Resident* Non-Profit/Individual $50 For-Profit $250 *Non-Resident* Non-Profit/Individual $150 For-Profit $350 **Plus:** $200 Security Deposit (*Refundable)* **Available for Additional Fees**: $50 Alcohol Permit (Insurance Required) *City of Palm Coast-owned parcels **Reservations designated by the City of Palm Coast as "Special Events" must adhere to the rules and procedures of the current Special Event Ordinance**
Palm Coast Aquatics Center/ Frieda Zamba Swimming Pool 339 Parkview Drive Phone: (386) 986-4741 **Monthly Pass** *Resident* Adult $25 Senior $20 *Non-Resident* Adult $35 Senior $30 **Quarterly Pass** Individual $65 **Family Pass** Summer Family: $150	**SWIMMING POOL** 25-yard length ▪ Heated & Lighted **Available Amenities** Water Fountain Men's & Women's Changing Rooms Tables w/umbrella's & chairs Chaise lounges **PAVILION RENTAL** **Pavilion #1** **Pavilion # 2** **Pavilion # 3** **Pavilion # 4**	**Daily Admission** *Resident* Adult 18+ $4 Youth 2-17 $3 Seniors 65+ $3 Children <2 Free *Non-Resident* Adult 18+ $5 Youth 2-17 $4 Seniors 65+ $4 Children <2 Free **Pavilion Rental Rate:** $25 + Daily Admission Fee Per Guest *(Pavilion Reservations during operating hours)* **Lap Lane Rental Rate:** May-Sept: $10/lane/hour Oct.-April: $12/lane/hour **Plus:** $50 Security Deposit (*Refundable)* **AFTER HOURS RESERVATION** **Reservation Fee:** $250

		2 Hours; 3 Guards; Max attendance of 105 guests **<u>Additional Hourly Rate:</u>** $50 Applies to hours 3 & beyond; 3 guards with max. attendance of 105 guests **<u>Additional Staff Fee</u>**: $25/hour ****No alcohol permitted with a pool reservation, regardless of age of guests**
Heroes Memorial Park 2860 Palm Coast Parkway NW 1 Acre	Dedicated memorial in recognition of local armed forces, law enforcement officers, firefighters and EMT's who lost their lives in the line of duty.	**<u>Daily Rate*:</u>** *Resident* $25 *Non-Resident* $40 **<u>Plus:</u>** $50 Security Deposit *(Refundable)* **(Rental to conclude by 6:00pm, DST)*
James F. Holland Memorial Park 18 Florida Park Drive 26.75 Acres	**PAVILION RENTAL** *Large pavilions:* Explore Pavilion (attached restrooms) Connect Pavilion Play Pavilion (inside playground) *Small pavilions:* Active Pavilion Canopy Pavilion Coquina Pavilion Graham Swamp Pavilion ITT Pavilion Oasis Pavilion Transform Pavilion **<u>Available Amenities</u>**: Picnic Tables within Pavilions BBQ Grills Restrooms Water Fountains	**<u>Daily Rate*:</u>** *Resident:* $75/time increment (for large pavilions) $45/time increment (for small pavilions) *Non-Resident:* $90/time increment (for large pavilions) $60/time increment (for small pavilions) **<u>Splash Pad Group Rates</u>** *Large groups/camps over 25 participants* Play Pavilion *Resident* $75/time increment + Admission of $1.50 per child and $2 per adult *Non-Resident* $90/time increment + Admission of $1.50 per child and $2 per adult **<u>Plus:</u>**

	School Age Playground Large and Small Dog Park **SPORTS FIELDS & AMENITIES** 1 Baseball Fields 1 Softball Field 2 Soccer Fields 3 Tennis Courts 2 Basketball Courts 2 Bocce Ball Courts 1 Shuffleboard Courts **FIELD RESERVATION** **<u>Field Lining</u>** *Baseball* *Soccer/ Lacrosse/ Football*	$50 Security Deposit *(Refundable)* Electricity & Water is **<u>not</u>** available *(*Rental available from 9am-1pm or 3-7pm, DST)* **Athletics Seasonal Rates** *Non-Profit Sport Alliance: Free *For Profit Sport Alliance: Tier 1 (1 field) $250/season Tier 2 (1-3 fields) $300/season Tier 3 (4+ fields) $500/season *Resident:* $15/hour without lights $20/hour with lights *Non-Resident:* $20/hour without lights $25/hour with lights **Tournament Fields Rates** $100 per field per day Deposit $250 per field Deposit is non-refundable if fields are requested and not used/limited capacity *(Non-profit Sports Alliance member Free) **Additional Tournament Charges:** (All Organizations) Staff Maintenance: $25/hour Lights: $80/hour

Linear Park 31 Greenway Court 57 Acres	**PAVILION** Pavilion #1 Pavilion #2 Pavilion #3 2 picnic table **<u>Available Amenities:</u>** School Aged Playground 1 Shuffleboard Court 1 Bocce Court Restrooms Water Fountains .50 Mile Perimeter Walking Trail	**<u>Daily Rate*:</u>** *Resident* $45/4-hour increment *Non-Resident* $60/4-hour increment **<u>Plus:</u>** $50 Security Deposit *(Refundable)* Electricity & Water is **<u>not</u>** available ***(Rental to conclude by sunset)*
Ralph Carter Park 1385 Rymfire Drive 13.12 Acres	**COVERED PATIO** Patio #1 ▪ 2 BBQ Grills ▪ 4 Tables Pavilion #2 ▪ 1 Tables	**<u>Daily Rate*:</u>** *Resident* $45/4-hour increment *Non-Resident* $60/4-hour increment

	<u>Available Amenities:</u> Water Fountain School Aged Playground Skate Park Restrooms .40 Mile Perimeter Walking Trail **SPORTS FIELDS & AMENITIES** 2-4 Multi-Purpose Fields 1 Basketball Court **<u>Field Lining</u>** *Soccer/ Lacrosse/ Football*	**(Rental to conclude by 6:00pm, DST)* **<u>Plus:</u>** $50 Security Deposit Electricity & Water is **<u>not</u>** available **Athletics Seasonal Rates** *Non-Profit Sport Alliance: Free *For Profit Sport Alliance: Tier 1 (1 field) $250/season Tier 2 (1-3 fields) $300/season Tier 3 (4 + fields) $500/season *Resident:* $15/hour without lights $20/hour with lights *Non-Resident:* $20/hour without lights $25/hour with lights **Tournament Fields Rates** $100 per field per day Deposit $250 per field Deposit is non-refundable if fields are requested and not used/limited capacity *(Non-profit Sports Alliance member Free) **Additional Tournament Charges** (All Organizations): Staff Maintenance: $25/hour Lights: $80/hour

Seminole Woods Neighborhood Park 350 Sesame Boulevard 12.4 Acres	**COVERED PATIO** Patio #1 ▪ 2 Picnic Tables ▪ 1 BBQ Grill **Available Amenities:** School Aged Playground Water Fountain Restrooms .50 Mile Perimeter Walking Trail **SPORTS FIELDS & AMENITIES** 1-2 Multipurpose Fields 1 Tennis Court – Lighted 1 Basketball Court – Lighted	**Daily Rate*:** *Resident* $45/4-hour increment *Non-Resident* $60/4-hour increment **Plus:** $50 Security Deposit Electricity & Water is **not** available **(Rental to conclude by 6:00pm, DST)* **Athletics Seasonal Rates** *Non-Profit Sport Alliance: Free *For Profit Sport Alliance: Tier 1 (1 field) $250/season Tier 2 (1-3 fields) $300/season Tier 3 (4 + fields) $500/season *Resident:* $15/hour without lights $20/hour with lights *Non-Resident:* $20/hour without lights $25/hour with lights **Tournament Fields Rates** $100 per field per day Deposit $250 per field Deposit is non-refundable if fields are requested and not used/limited capacity *(Non-profit Sports Alliance member Free) **Additional Tournament Charges** (All Organizations): Staff Maintenance: $25/hour Lights: $80/hour

Indian Trails Sports Complex 5455 Belle Terre Parkway 164.11 acres	**SPORTS FIELDS & AMENITIES** 8 Baseball/Softball Fields 8 Multi-purpose fields **Available Amenities:** Concession Stands 2-Pavilions Tiny Tot Playground Water Fountains Restrooms 2.0 Mile Walking Trail	**Athletics Seasonal Rates** *Non-Profit Sport Alliance: Free *For Profit Sport Alliance: Tier 1 (1 field) $250/season Tier 2 (1-3 fields) $300/season Tier 3 (4 + fields) $500/season *Must adhere to Department Athletic and Field Usage Policy* *Resident:* $15/hour without lights $20/hour with lights *Non-Resident:* $20/hour without lights $25/hour with lights **Tournament Fields Rates** $100 per field per day Deposit $250 per field Deposit is non-refundable if fields are requested and not used/limited capacity *(Non-profit Sports Alliance member Free) **Additional Tournament Charges** (All Organizations): Staff Maintenance: $25/hour Lights: $80/hour

Waterfront Park 150 Waterfront Park Road 20 Acres	**PAVILION** Pavilion #1 Pavilion #2 Pavilion #3 ICW Pavilion Covered Patio 1 BBQ Grill **Available Amenities:** Scenic view of the Intracoastal Waterway Pier for fishing or relaxing Walking trails Benches along walking trails School aged playground Water fountain Kayak Launch	**Covered Patio & Pavilion 1, 2, & 3 – Daily Rate per Pavilion*:** *Resident* $45/4-hour increment *Non-Resident* $60/4-hour increment **Plus:** $50 Security Deposit Electricity & Water is **not** available **ICW Pavilion Daily Rate*:** *Resident* $100/4-hour increment *Non-Resident* $150/4-hour increment **Plus:** $100 Security Deposit Water is **not** available **(Rental to conclude by sunset)*

Southern Recreation Center
1290 Belle Terre Parkway
47.98 Acres

For info: (386) 986-2550

SPORTS COURTS & AMENITIES

- Lighted Hydro-Clay Courts
- Pickleball Courts (6 covered)
- Pro-Shop with Racquet Stringing
- Gazebo
- Restrooms/locker rooms
- Water Fountains
- Lehigh Trail Access/Parking
- Community Rooms

Pass Holder Fees

Tennis
Individual Annual – Resident: $600
Individual Annual – Non-Resident: $720

Junior Annual – Resident: $175
Junior Annual – Non-Resident: 210

Ind. Annual – Monthly Payment – Resident: $630 annually
Ind. Annual – Monthly Payment – Non-Resident: $760 annually

Monthly – Resident: $80/month
Monthly – Non-Resident: $100/month

Limited Monthly – Resident: $40/month
Limited Monthly – Non-Resident: $50/month

Pickleball
Individual Annual – Resident: $300
Individual Annual – Non-Resident: $360

Junior Annual – Resident: $100
Junior Annual – Non-Resident: $120

Ind. Annual – Monthly Payment – Resident: $330 annually
Ind. Annual – Monthly Payment – Non-Resident: $400 annually

Monthly – Resident: $50/month
Monthly – Non-Resident: $60/month

Limited Monthly – Resident: $20/month
Limited Monthly – Non-Resident: $25/month

Combination (Pickleball & Tennis)
Individual Annual – Resident: $750
Individual Annual – Non-Resident: $900

Junior Annual – Resident: $225
Junior Annual – Non-Resident: $270

Ind. Annual – Monthly Payment – Resident: $1,080 annually
Ind. Annual – Monthly Payment – Non-Resident: $1,440 annually

Limited Monthly – Resident: $50/month
Limited Monthly – Non-Resident: $60/month

		Annual Passholder Cancellation Fee of the monthly rate is $25 or $50 pending the sport. **<u>Daily Admission</u>** Tennis Daily Admission – Resident: $15 Tennis Daily Admission – Non-Resident: $20 Tennis Family Daily – Resident: $30 ($6/add'l. child) Tennis Family Daily – Non-Resident: $36 ($7/add'l. child) Tennis Punch Pass – Resident: $130 (10 punches) Tennis Punch Pass – Non-Resident $160 (10 punches) Pickleball Daily Admission – Resident: $10 Pickleball Daily Admission – Non-Resident: $12 Pickleball Family Daily – Resident: $25 ($5/add'l. child) Pickleball Family Daily – Non-Resident: $30 ($6/add'l. child) Pickleball Punch Pass – Resident: $90 (10 punches) Pickleball Punch Pass – Non-Resident $120 (10 punches) Combination Punch Pass – Resident: $200 (20 punches) Combination Punch Pass – Non-Resident $240 (20 punches) **<u>Court Reservations</u>** Tournament Non-Profit: $50 per court per day Tournament For-Profit: $100 per court per day Deposit: $200 *Court reservations are approved by staff for the time of season only. Maximum court reservations allowed per event include 6 pickleball and 10 tennis.*
	<u>ROOMS RENTALS:</u>	**<u>HOURLY RATES:</u>**
	Business Hours M-F 8am-9pm	
	Multi-Purpose Room ▪ Seating 54	*Resident* Non-Profit/Individual $25/hour For-Profit $60/hour

		Non-Resident Non-Profit/Individual $33/hour For-Profit $78/hour
	Fitness Room ▪ Seating 23	*Resident* Non-Profit/Individual $25/hour For-Profit $60/hour
		Non-Resident Non-Profit/Individual $33/hour For-Profit $78/hour
	After Hours M-F 9-11pm & Weekends	
	Multi-Purpose Room ▪ Seating 54	*Resident* Non-Profit/Individual $50/hour For-Profit $60/hour
		Non-Resident Non-Profit/Individual $65/hour For-Profit $78/hour
	Fitness Room ▪ Seating 23	*Resident* Non-Profit/Individual $50/hour For-Profit $60/hour
		Non-Resident Non-Profit/Individual $65/hour For-Profit $78/hour
	Plus: $200 Refundable Security Deposit **Available for Additional Fees:** $50 Alcohol Permit (Insurance Required)	
Palm Harbor Golf Course 20 Palm Harbor Drive 160 Acres For info: (386) 986-GOLF	**COURSE & AMENITIES** 18 Hole, Par 72 Golf Course Practice Greens & Driving Range Cart Rental Club Rental Club House/Pro Shop Loopers Par & Grill Restaurant/Bar Outdoor covered patio seating Restrooms Afternoon Walking Tee Times Allowed	Summer Rates (May 1-Sept. 30) Public PC Res APH Morning 18 Holes $66.75 $49.76 $44.78 Afternoon 18 Holes $59.54 $43.76 $39.38 Afternoon 9 Holes $43.06 $34.31 $30.88 Winter Rates (Peak Season Oct. 1-April 30) Public PC Res APH Morning 18 Holes $70.10 $55.60 $50.04 Afternoon 18 Holes $64.10 $48.60 $43.74 Afternoon 9 Holes $43.10 $34.60 $31.14 Walking Greens Fees Afternoon (After 4pm) $20 Loop (After 4pm) $11 Junior Rates (16 Years of Age & Younger) 18 Holes- Riding with an Adult $18 9 Holes – Riding with and Adult $12 Walking (after 4pm) – Unaccompanied $5 *All rates subject to Florida State Sales Tax

Palm Coast Community Gardens at Lehigh Trailhead 1350 Belle Terre Parkway	**Amenities** Standard garden plots Restrooms ADA garden plots	**Plot Fees** *Resident* $15/plot (6-month term) *Non-Resident* $25/plot (6-month term)
The Stage at Town Center 1500 Central Avenue 4.8 Acres	**Available Amenities** Stage 90’ x 50’ Restrooms	**Entire Park and Amphitheater Daily Rate** *Resident* Non-Profit/Individual $50 For-Profit $250 *Non-Resident* Non-Profit/Individual $150 For-Profit $350 **Plus:** $200 Security Deposit *(Refundable)* **Available for Additional Fees**: $50 Alcohol Permit (Insurance Required) Reservations designated by the City of Palm Coast as “Special Events” must adhere to the rules and procedures of the current Special Event Ordinance.

- Resident is defined as a City of Palm Coast tax-paying resident living within City of Palm Coast limits
- Non-Resident is defined as non-City of Palm Coast tax-paying resident living outside of City of Palm Coast limits

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026

Agenda Item:
H.5

Department STORMWATER AND ENGINEERING **Division** CONSTRUCTION MGT AND ENGINEERING	**Amount** $37,052,889.00 **Org/Account #** 43000099-063000-59005

Subject: RESOLUTION 2026-XX APPROVING PROJECT EXPENSES INCLUDING A GUARANTEED MAXIMUM PRICE CONTRACT AMENDMENT FOR PHASE 1C, CONSTRUCTION ADMINISTRATION SERVICES, AND A PROJECT CONTINGENCY FOR THE MAINTENANCE OPERATION CENTER PROJECT

Presenter: **Eric Gebo**

Attachments:

1. Presentation
2. Resolution
3. GMP Amendment Proposal

Background:

UPDATED BACKGROUND FROM THE OCTOBER 6, 2026, BUSINESS MEETING:

This item was tabled from the October 6, 2026, Business Meeting to the October 20, 2026, Business Meeting. No changes have been made to the item.

ORIGINAL BACKGROUND FROM THE OCTOBER 6, 2026, BUSINESS MEETING:

The previously approved Master Plan for the Maintenance Operations Center consolidates Public Works, Utility and Stormwater & Engineering into a single location. This plan is designed to meet the long-range needs of the city by providing areas on the site for future expansion of parking and buildings.

On October 15, 2024, City Council approved Phase 1 of the MOC, currently under construction, which involves the site development of the southern portion of the parcel, which includes the clearing of the site, construction of site utilities, stormwater system, technology infrastructure, grading and pavement base materials, site lighting and FPL / TECO service connections.

October 21, 2025, City Council approved a guaranteed maximum price contract amendment for Phase 1B further site development, Peavy Grade Improvements, and construction of the fuel depot.

This item is to approve Project Expenses of $41,400,496.89 for the Maintenance Operations Center Project. This item is to request approval of the Guaranteed Maximum Price Contract Amendment for Phase 1C Construction of the fleet maintenance building and wash buildings with Gilbane Building Company in the

amount of $37,050,539, A change order with Pond & Company for construction administration services associated with Phase 1C in the amount of $474,885.11, and additional expenses & project contingency in the amount of $3,875,072.78 to include but not limited to related fees, permit costs, phase 2 wetland mitigation costs, city and IT purchased furniture, fixtures, and equipment items, and unforeseen items.

Any balance of the Approved Project Expenses is authorized to be utilized to Advance Phase 2 of the project for items including but not limited to the preparation of Phase 2 Design Construction Documents and Construction of an internal entrance drive north to Matanzas Woods Pkwy.

This project is funded from the approved Fiscal Year 2027 Capital Improvements Budget and the Five-Year Capital Improvement Plan budget that was approved by Council on September 23, 2026.

Source of Funds Worksheet FY 27
Original Budget: $23,850,000.00
Total Expended/Encumbered to Date: $2,499,503.11
Pending Work Orders. Contracts: $0.00
Current (WO/Contract): $21,350,496,89
Balance: $0

Source of Funds Worksheet FY 28
Original Budget: $20,050,000.00
Total Expended/Encumbered to Date: $ 0
Pending Work Orders. Contracts: $0.00
Current (WO/Contract): $20,050,000.00
Balance: $0

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING PROJECT EXPENSES INCLUDING A GUARANTEED MAXIMUM PRICE CONTRACT AMENDMENT FOR PHASE 1C, CONSTRUCTION ADMINISTRATION SERVICES, AND A PROJECT CONTINGENCY FOR THE MAINTENANCE OPERATION CENTER PROJECT

City of Palm Coast Maintenance Operations Center Project Update & Project Expense Approval

Presenting:
Carl Cote, Director of Stormwater & Engineering

Maintenance Operations Center
Strategic Action Plan

Completed Actions

- ☑ Master Plan
- ☑ Contracted for Design Services
- ☑ Contracted for Construction Management Services
- ☑ Acquired Property
- ☑ Obtained Clearing and Stockpile Permit
- ☑ Site Clearing & Stockpile of Fill Material
- ☑ Site Infrastructure (Fleet, Fuel & Wash Facilities)
- ☑ Fuel Depot Construction
- ❑ Fleet Facility Construction

CITY OF PALM COAST
STRATEGIC ACTION PLAN

Ensure that the Maintenance and Operations Facility is top priority facility project and commence with initial improvements based on Capital Improvement Plan timeline.

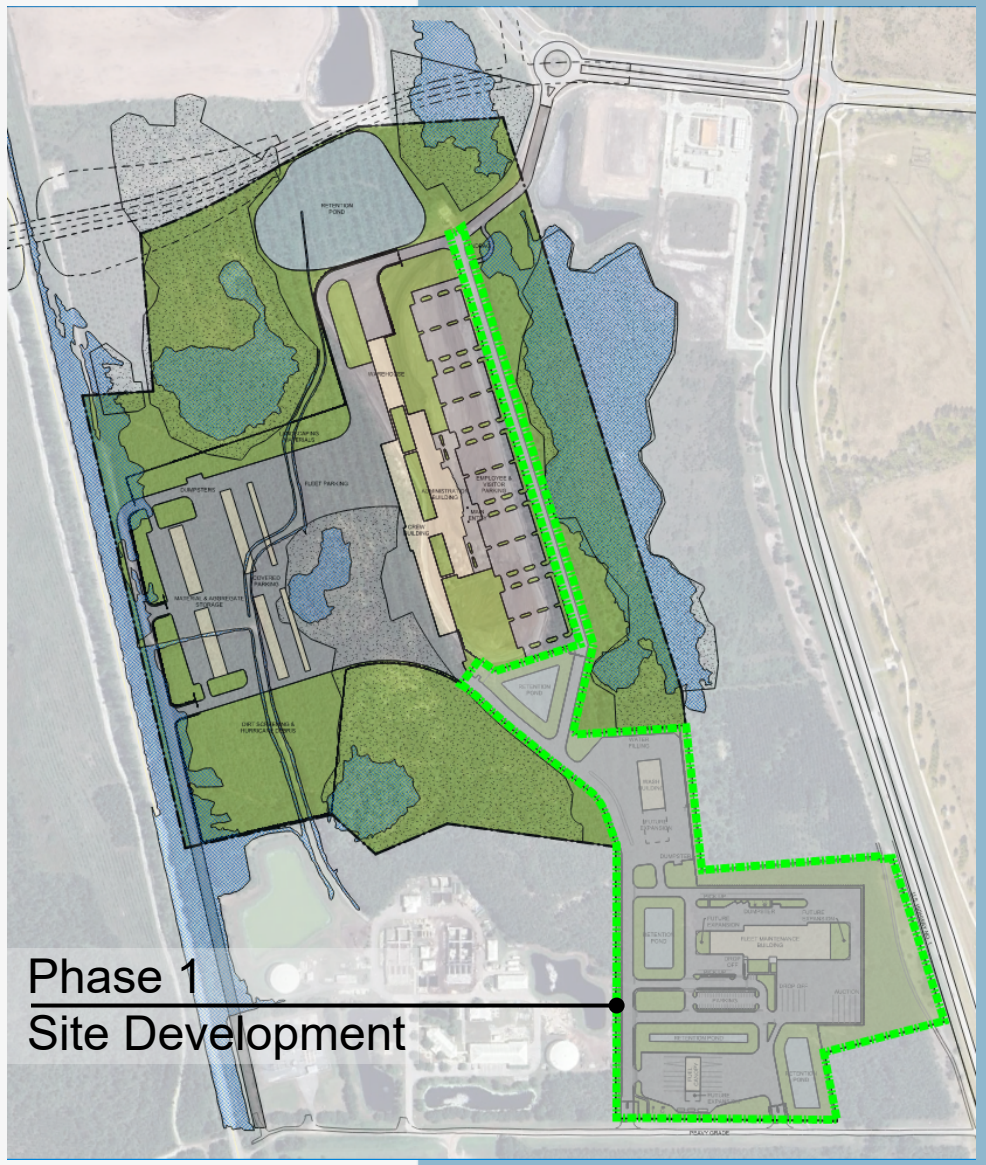
SAFE & RELIABLE SERVICES

A safe community for all is the catalyst to ensure that residents and visitors experience exceptional quality amenities year round.
Recruiting and retaining a quality, talented workforce to maintain uninterrupted services to the citizens.

Maintenance Operations Center
Project Construction

Phase 1

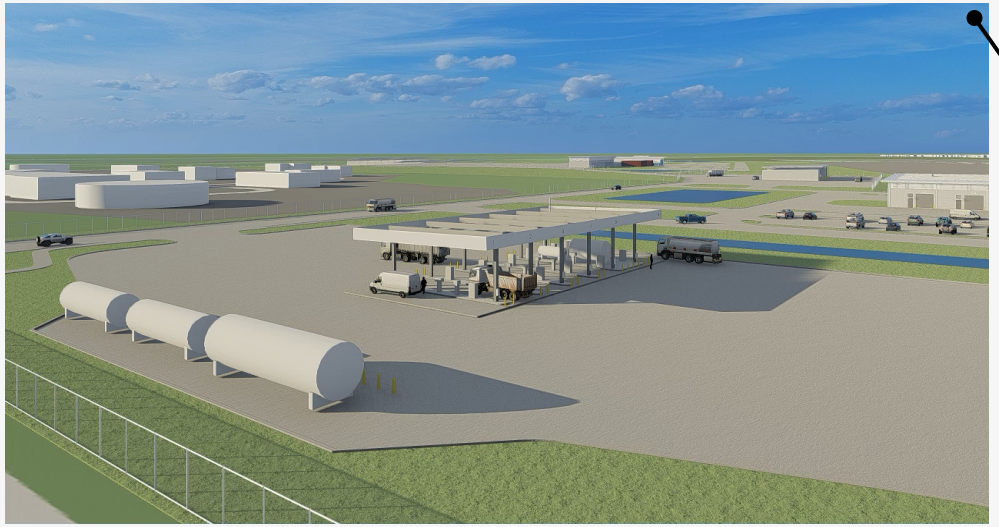
- Construction of Infrastructure
- Site Clearing
- Utilities
- Stormwater
- IT Infrastructure
- Grading and Pavement Base Materials
- FPL & TECO Service

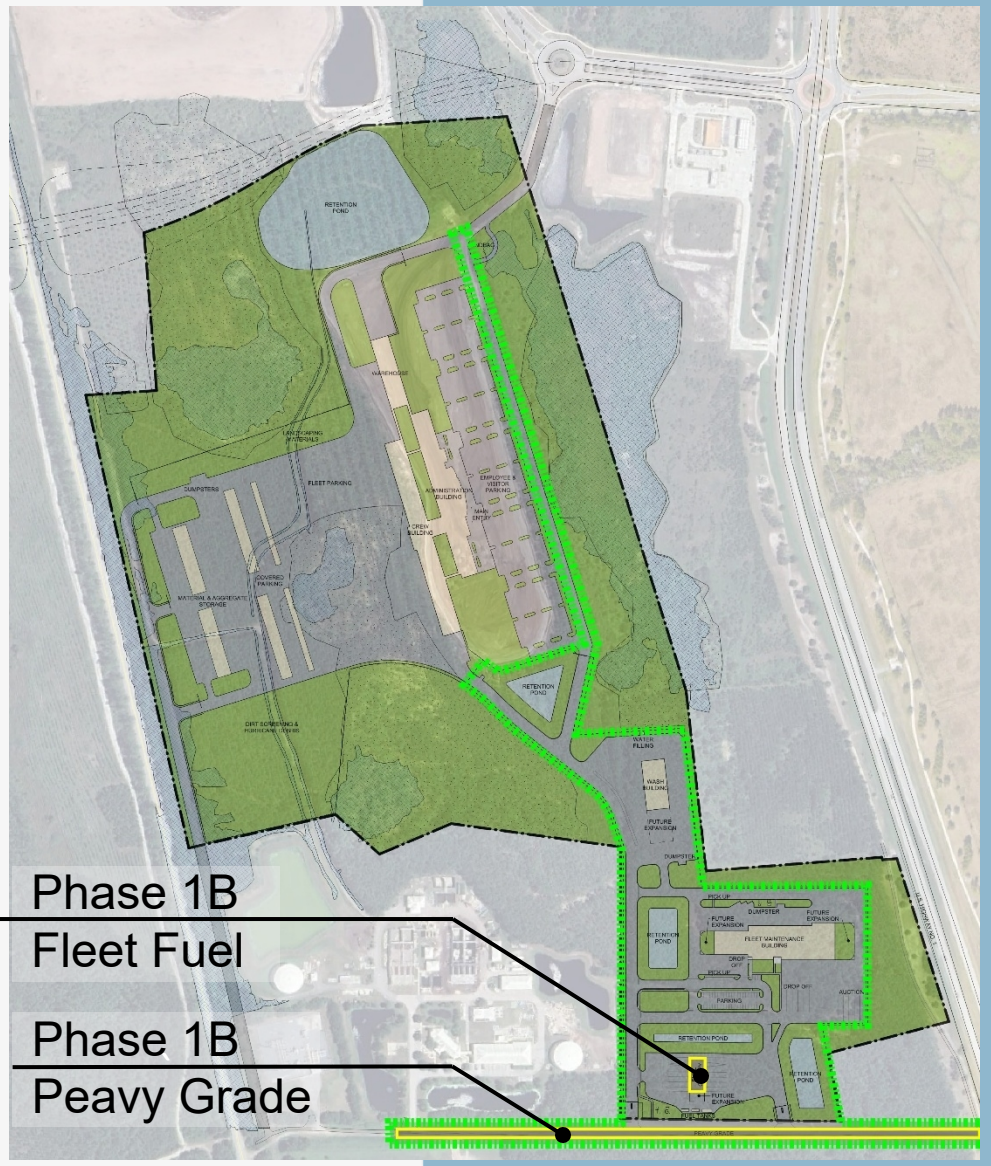


Maintenance Operations Center
Project Construction

Phase 1B

- Fleet Fuel Facility
- Peavy Grade Improvements





Maintenance Operations Center
Project Construction

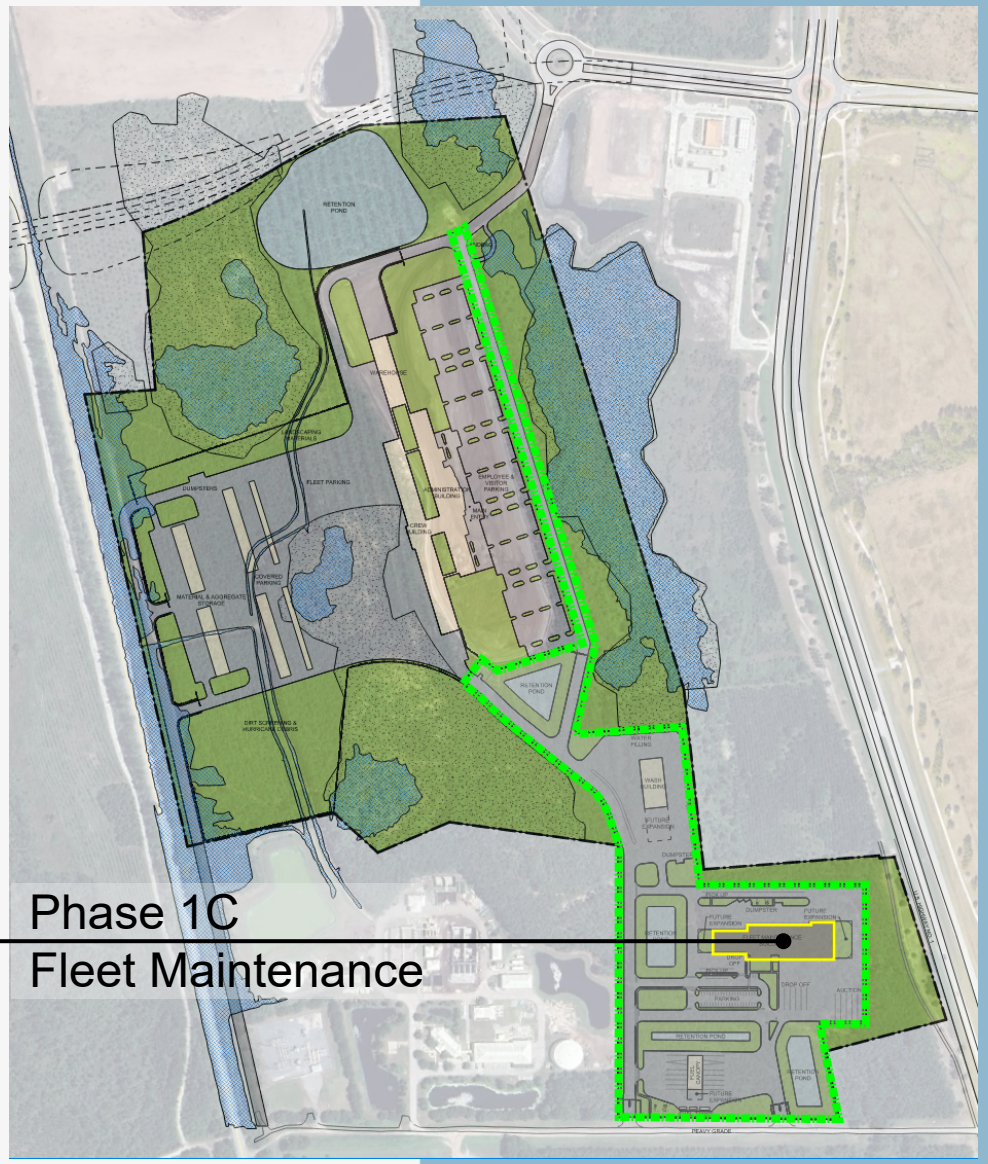


Maintenance Operations Center
Project Construction

Phase 1C

- Fleet Maintenance Building
- Landscaping / Irrigation
- Utility Connections

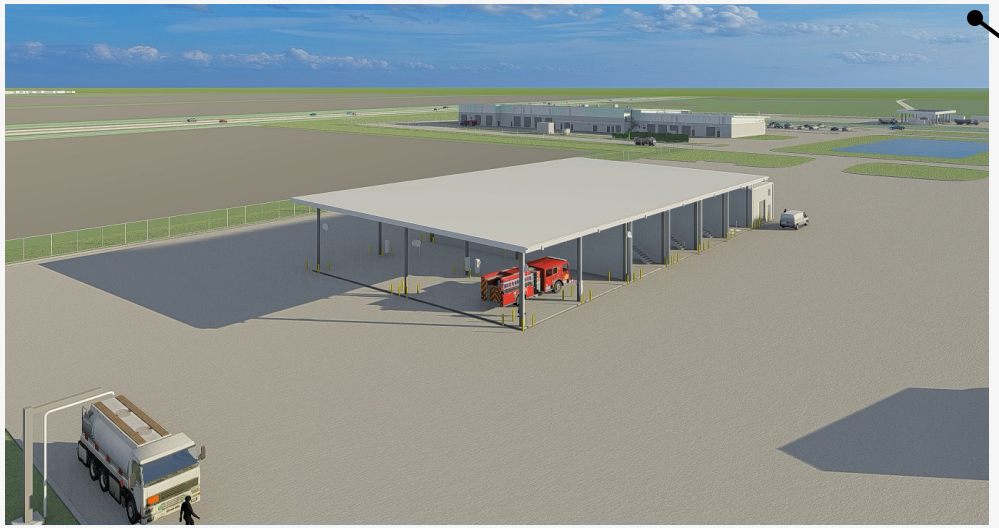


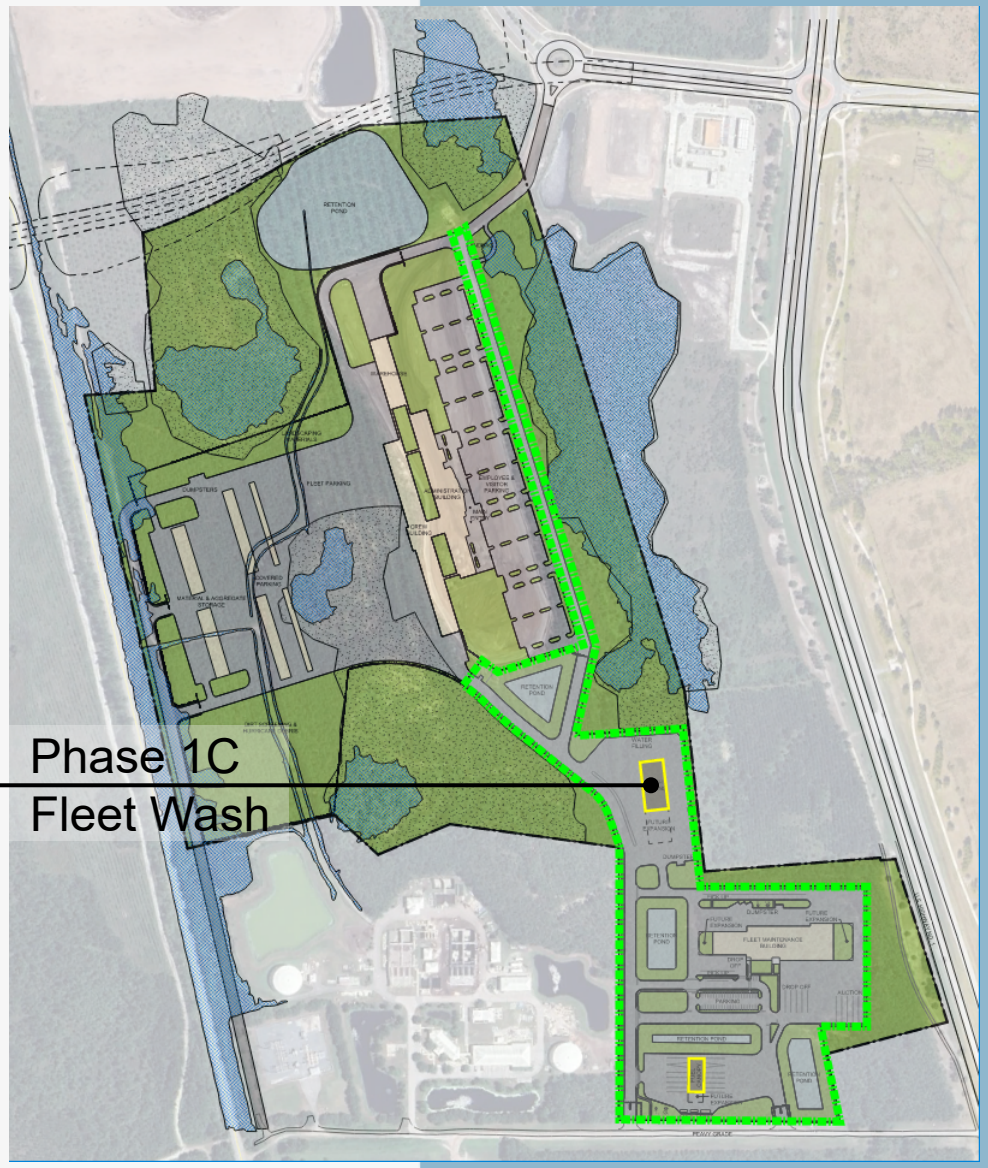


Maintenance Operations Center
Project Construction

Phase 1C

- Fleet Wash Facility





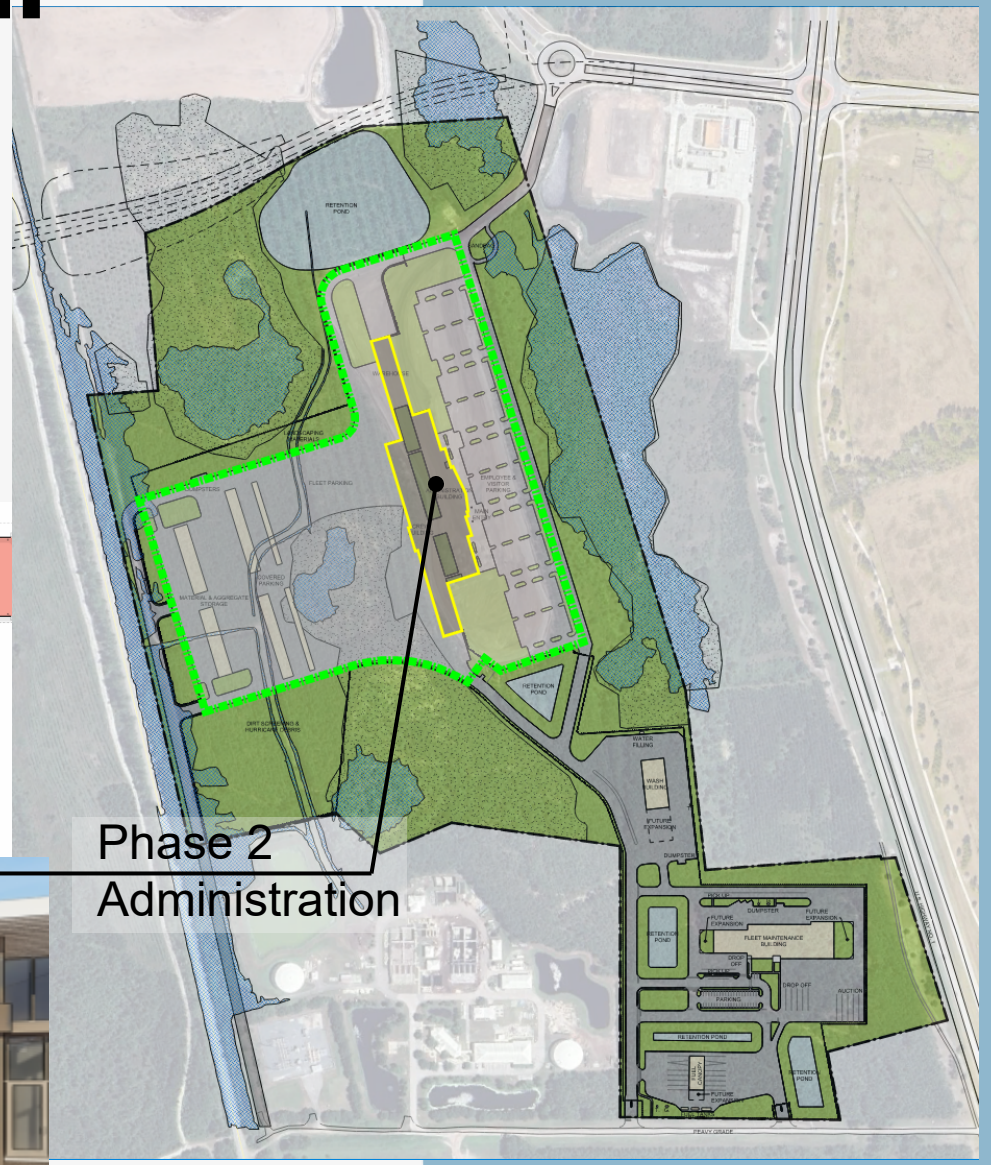
Maintenance Operations Center
Project Design & Construction

Phase 2

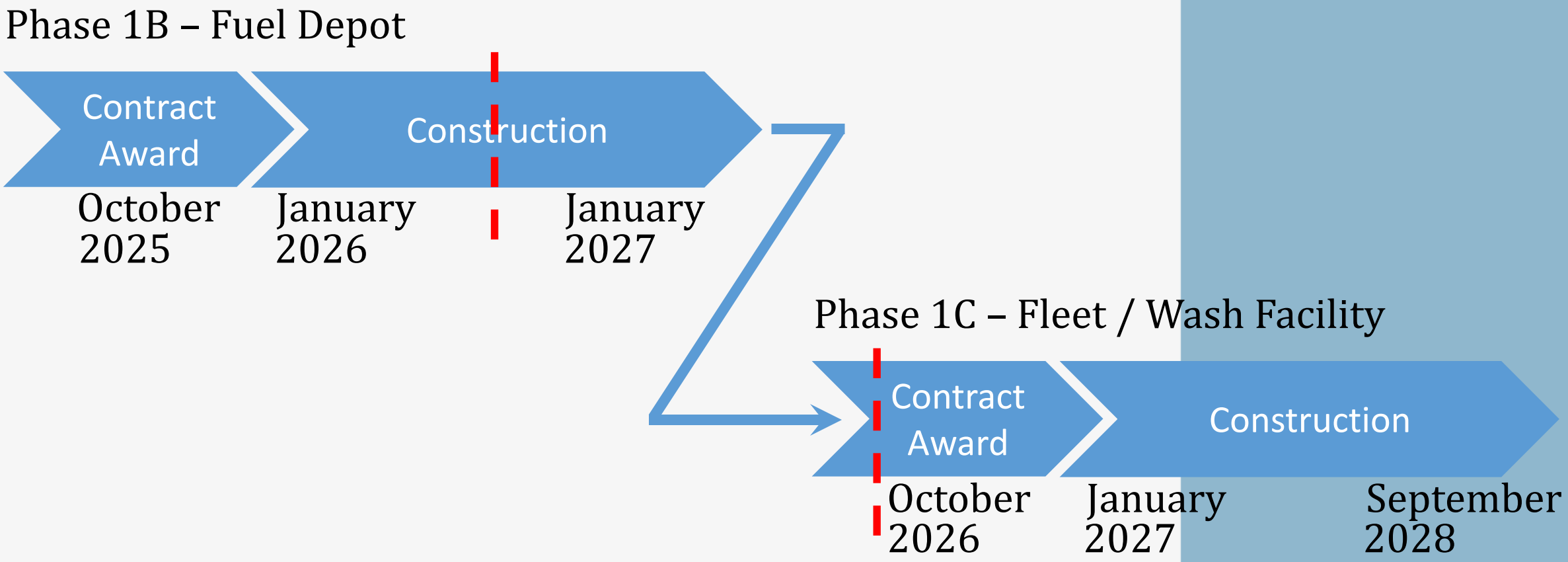
- Administration Building
- Connection to Matanzas Woods Parkway
- Completes Utility / Technology Loop



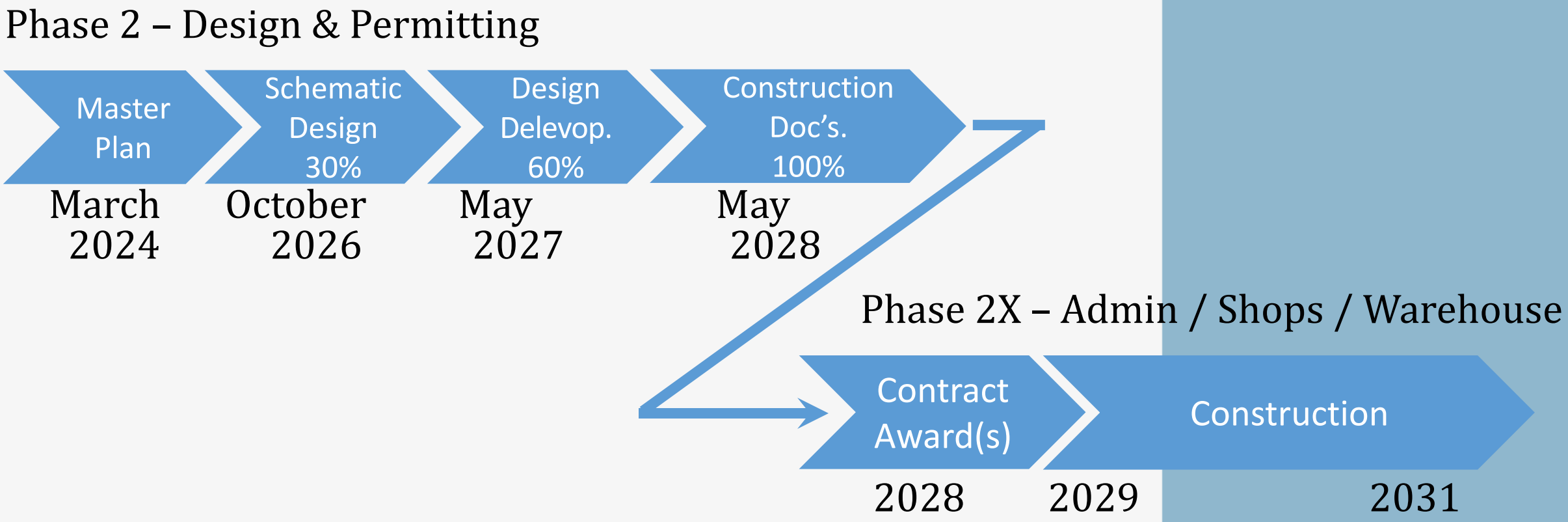




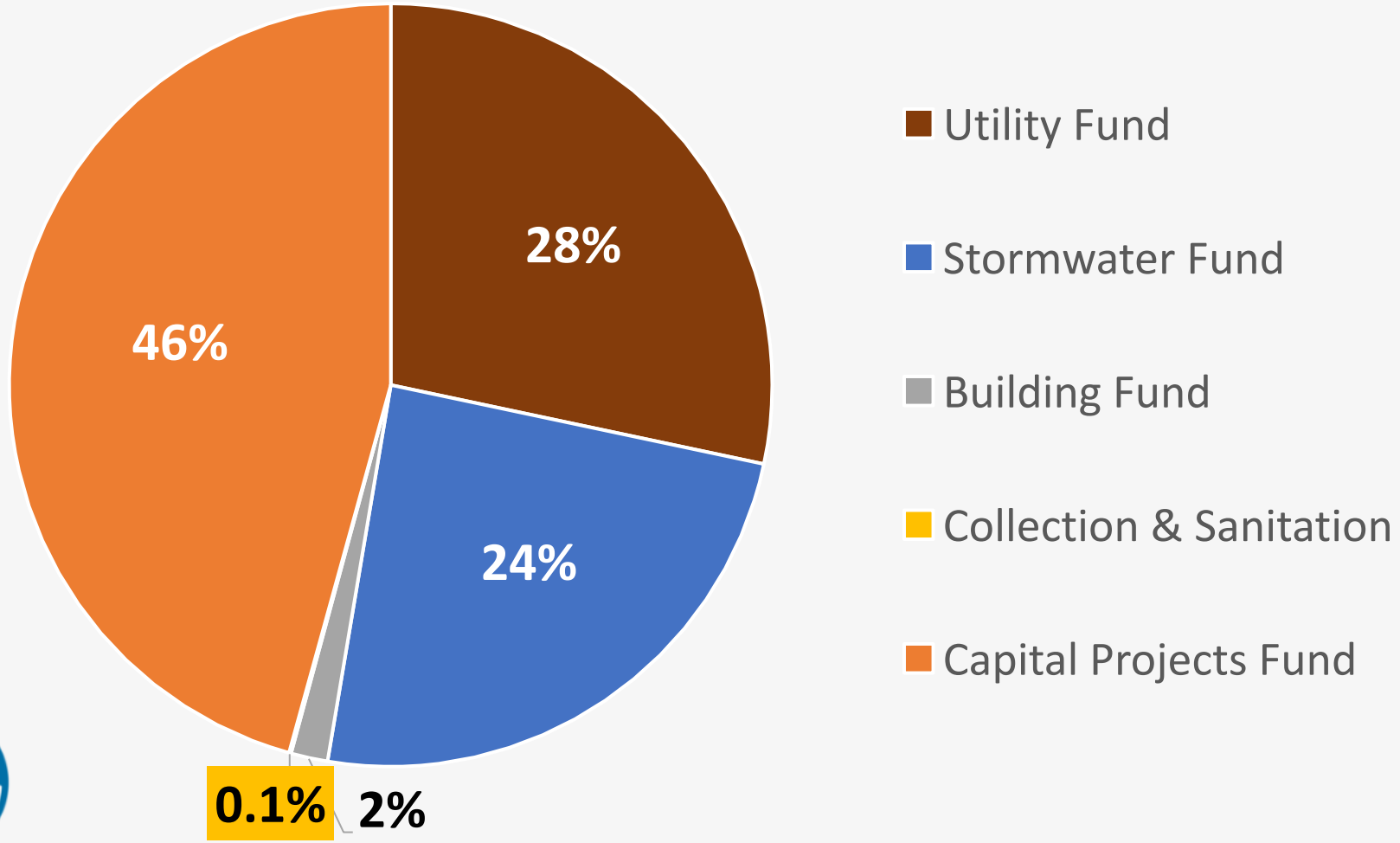
Maintenance Operations Center
Phase 1B & 1C – Building Construction Timeline



Maintenance Operations Center
Phase 2 – Design & Construction Timeline



Maintenance Operations Center
Phase 1 Funding



Maintenance Operations Center
Council Action - Project Expenses of $41,400,496.89*

Change Order with Gilbane Building Company $37,050,539.00	• Guaranteed Maximum Price (GMP) for Construction of Phase 1C Fleet Maintenance & Wash Buildings
Change Order with Pond & Company $474,885.11	• Construction Administrative Services Related to Phase 1C
Additional Expenses & Project Contingency 3,875,072.78	• Building Permits / Impact Fees ~ $1,150,000 • Phase 2 Wetland Mitigation Costs ~ $750,000 • City Purchased FFE & IT Equipment Items ~ 450,000 • Project Contingency = Balance of Project Expenses

*Any balance of the Approved Project Expenses is authorized to be utilized to Advance Phase 2 of the project for items including but not limited to the preparation of Phase 2 Design Construction Documents and Construction of an internal entrance drive north to Matanzas Woods Pkwy.

RESOLUTION 2026-___
MAINTENANCE OPERATIONS CENTER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PROJECT EXPENSES INCLUDING A GUARANTEED MAXIMUM PRICE CONTRACT AMENDMENT FOR PHASE 1C, CONSTRUCTION ADMINISTRATIVE SERVICES WITH POND & COMPANY, AND A PROJECT CONTINGENCY FOR THE MAINTENANCE OPERATION CENTER PROJECT: PROVIDING LEGISLATIVE AND ADMINISTRATIVE FINDINGS; PROVIDING FOR FUTURE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Gilbane Building Company desires to construct phase 1C of the Maintenance Operations Center, for the City of Palm Coast; and

WHEREAS, Pond and Company desires to provide construction administration services for 1C of the Maintenance Operations Center, for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve a guaranteed maximum price contract amendment and change orders for the above-mentioned services for phase 1C of the Maintenance Operations Cetner for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve additional expense and a project contingency for the Maintenance Operations Center for the City of Palm Coast including but not limited to fees, permit costs, phase 2 wetland mitigation costs, City purchased furniture, fixtures, and equipment items, and unforeseen items; and

WHEREAS, the City Council of the City of Palm Coast desires to approve the use of any balance of the Approved Project Expenses to be utilized to Advance Phase 2 of the project for items including but not limited to the preparation of Phase 2 Design Construction Documents and Construction of an internal entrance drive north to Matanzas Woods Pkwys; and

WHEREAS, in accordance with Chapter 2, Article 1, Division 3 – Purchase and Contractual Services Sections, 2-26 – Approval Requirements – Subsection A., City Council desires to grant authority for the City Manager to enter into or increase any necessary

contracts including those that are equal to or exceed $100,000.00 associated with the expense related to the above-mentioned project.

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

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

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of guaranteed maximum price contract amendment with Gilbane Building Company for Phase 1C of the Maintenance Operations Center as attached hereto an incorporated herein by reference as Exhibit "A."

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

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

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____
KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____
MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” Gilbane GMP Amendment Proposal
Attachment: Exhibit “B” Pond MOD #17

BUILDING
MORE THAN
BUILDINGS®

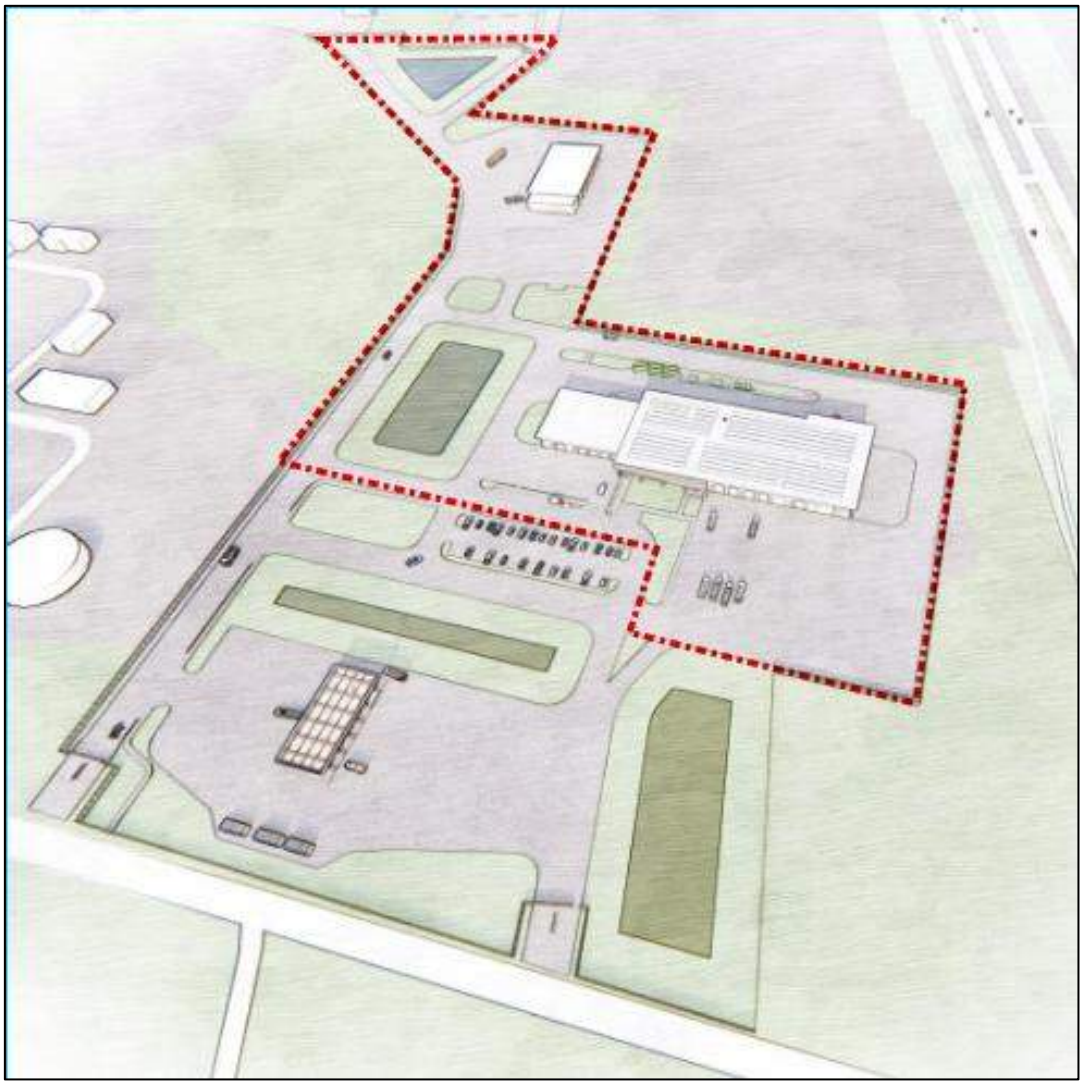
GMP Proposal – Phase 1C

Palm Coast Public Works Facility

(Palm Coast Maintenance Operations Center)

Palm Coast, FL

Revision: 1
Published: September 18, 2026



10201 Centurion Parkway N, Suite 500, Jacksonville, FL 32256
www.gilbaneco.com
CGC1539889

Gilbane

September 18, 2026

Eric Gebo, AIA, CFM, Architect III
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

RE: Guaranteed Maximum Price Proposal – Revision R1
Palm Coast Public Works Facility – Phase 1C Fleet Maintenance and Wash Buildings

Mr. Gebo,

Gilbane Building Company is pleased to provide the enclosed Guaranteed Maximum Price (GMP) proposal for Phase 1C of the Palm Coast Public Works Facility, also known as the Maintenance Operations Center. This proposal, in the amount of Thirty-Seven Million Fifty Thousand Five Hundred Thirty-Nine Dollars and Zero Cents ($37,050,539.00) is based on the Drawings and Specifications provided by Pond Company Architects and the supplemental information contained herein.

Phase 1C represents the third and final sub-phase of the Phase 1 project. A portion of cost savings from Phase 1B contingencies have been included to reduce the total cost of Phase 1C. A breakout of the cost for each phase is included in the GMP Recap Summary section.

The Project's Substantial Complete Date is September 12, 2028, based on the execution of this GMP by November 6, 2026, and the construction start date of January 4, 2027.

The execution of this GMP acknowledges approval to select the contractors identified in Section 3 at the stated sums. Upon execution of this GMP we will award contracts to the selected Trade Contractors and direct them to immediately commence their work.

We look forward to reviewing this updated proposal with you in greater detail and moving forward into the next phase of this exciting project.

Sincerely,

Gilbane Building Company

Ty Bliss
Project Executive

cc: Carl Cote, City of Palm Coast
Eric West, Pond Company
Adam Verducci, Gilbane Building Company
Berat Akkaya, Gilbane Building Company

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SECTION 1

- COST SUMMARY – PHASE 1C
- GMP RECAP SUMMARY

Cost Summary - Phase 1C

Palm Coast Public Works Facility

(Palm Coast Maintenance Operations Center)

J08878

9/18/2026 Revision R1

Bid Package No.	Bid Package Description	Phase 1C GMP Amount
01A	Materials Testing	$ 59,888.00
01B	Building Envelope Review & Testing	$ 57,400.00
01C	Final Cleaning	$ 17,500.00
01D	Surveying	$ 30,000.00
03A	Cast In Place Concrete	$ 5,544,692.00
03C	Tilt-Up Concrete	Included in 03A
04A	Masonry	$ 479,200.00
05A	Structural Steel	$ 1,770,982.00
05B	Metal Fabrications	Included in 05A
06A	Architectural Millwork & Tops	$ 92,953.00
07A	Roofing	$ 679,610.00
07B	Waterproofing & Caulking	$ 146,506.00
07C	Spray on Insulation	$ 52,810.00
08A	Doors, Frames, & Hardware	$ 342,983.00
08B.1	Aluminum Storefront, Glass & Glazing	$ 172,073.00
08B.2	Amico Mesh Sunshade	$ 272,566.00
08B.3	Curtain Wall (ILO Translucent Panels)	$ 650,000.00
08C	Overhead Coiling Doors	$ 492,430.00
09A	General Trades / Drywall & Framing	$ 690,400.00
09B.1	Flooring	$ 133,510.00
09B.2	Flooring - Sealed and Polished Concrete	$ 51,458.00
09C	Ceilings	Included in 09A
09D	Painting	$ 433,454.00
10A	Specialties	$ 126,800.00
10B	Signage	$ 50,751.00
10C	Aluminum Canopies	$ 145,549.00
11A	Maintenance Equipment	$ 4,197,686.00
11B	Wash Equipment	Included in 11A
12A	Window Treatments	Included in 10A
13A	Pre-Engineered Metal Building	$ 4,613,000.00
21A	Fire Suppression	$ 399,881.00
22A	Plumbing	$ 1,285,000.00
23A	HVAC	$ 1,205,000.00
26A	Electrical & Fire Alarm	$ 4,401,400.00
27A	Tele/Data, Audio Visual, & Security	Included in 26A
31A	Balance of Sitework, Temp Roads, Signage & Striping Allowance	$ 475,000.00
32B	Landscape & Irrigation	$ 247,640.00
32C	Fences & Gates	$ 149,965.00

Cost Summary - Phase 1C

Palm Coast Public Works Facility

(Palm Coast Maintenance Operations Center)

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9/18/2026 Revision R1

Bid Package No.	Bid Package Description	Phase 1C GMP Amount
40A	Owner Furniture Allowance	By Owner
48A	Photovoltaic Solar Equipment & EV Chargers	$ 969,754.00
Cost of Work Subtotal - Phase 1C		**$ 30,437,841.00**
Escalation and Tariffs Contingency		$ 760,946.00
CM Construction Contingency		$ 930,988.00
Owner Contingency		$ -
Building Permit Fees		By Owner
GBC Staffing		$ 1,393,165.00
GBC Site Services (Field Office Support & General Requirements)		$ 756,038.00
Builders Risk Insurance Allowance		$ 430,000.00
General Liability Insurance		$ 371,278.00
Subcontractor Default Insurance (SDI)		$ 417,687.00
P&P Bond		$ 223,437.00
CM Fee		$ 1,518,159.00
Total GMP Cost - Phase 1C		**$ 37,239,539.00**

Credit portion of CM Contingency	$	(145,000)
Credit portion of Escalation and Tariffs Contingency	$	(44,000)

Total Phase 1C Change Order Amount	**$**	**37,050,539.00**

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Phase 1 GMP Recap Summary

Palm Coast Public Works Facility

(Palm Coast Maintenance Operations Center)

J08878

9/18/2026 Revision R1

Bid Package No.	Bid Package Description	GMP #1 Phase 1A	GMP #2 Phase 1B	Change Orders to Date	Current Contract Amount	GMP #3 Phase 1C	Total Phase 1 GMP Value
A13	keei wos&rtitiliS Ut	$ 196,446,9	$ 55,617,2	$	)836,730,3(	$806,327,8	806,891,900 0,574
B23	aLncdsape &giaoi nrltr	$ $	61-	075,9 $	$	075,961 04	$6,742 012,714
C23	eFnc e&s aeGst	$ $	37 9,381	- $	)644,84	$ 725,531 $	569,941 294,582
A33	uFenilg qEupiment	$	$ 1 823,2	$ 58	)852,982,1(	729,830,1 $ /AN	729,830,1
A04	euwnn urFeOtirr	$	$ -	-	$	yBwn eOr -	$ -
A84	hoPvaototlci oSal qEurpiment	$	$ -	-	$ $	$ -	457,969 457,969
Trad eCos sutSboattl		**$ $ 273,931,01**	**$63,937 7**		**)132,104,(5 8**	**65,774,2 $,03**	**148,734 943,519,24**
csaEaloin tanoi nnCgestndfc aTfiyr		$ $	-	398,08 $	$	398,0 $	649,067 938,148
uoicrnMnoi ton tCnCgeCtnscy		$ $ 376,41 2 62	$	477,1	)559,611(39	4,953 $	184,092,1889,039
nowni nCgeOetrncy		$	$ $ -	- $	948,97 94	8,97 $	- 948,97
Building Permit Fees		By Owner	By Owner		By Owner	By Owner	By Owner
niagf tfSCBG		$ $	277,414 07	4,636 $	$	242,150,1 5	1,393,1 44,2 704,4
GBC Site Services (Field Office Support & General Reqe)umesrint		$ $	125,452 $51	4,953 $	936 12	575,53 6 7	316,193,1830,65
k uBRsidliser		$ $	951,65 1 000,05 1	$	)207,60 $(	754,991 $ 4	000,03 754,926
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uSbca aoreDocnf rutItatlunrsnce ID S()		$ 06,431	449,401 $		$ 74	5,932 $	786,714 432,756
&P PoBnd		$ $	869,17	503,95 $	$	372,13 $	734,322 53 017,4
M CeFe		$ $	989,8 84	45 $,204 1 $	433,020,1	093,82 95	$815,1 394,835,2
Toah tPla mG os e1APMunst		**$ 446,49 $,11**	**6,398,9 $**	**96**	**)900,593,(5 $**	**403,394 $ 61**	**935,932,73 348,2 37,35**

Credit portion of CM Contingency	$ (145,000)	$ (145,000)
Credit portion of Escalation and Tariffs Contingency	$ (44,000)	$ (44,000)

Total Phase 1C Change Order Amount	**$ $ 370,5 05,39**	**535,438,43**

	Material	Tax Savings	Total
Phase 1A - Owner Direct Purchase Order - Change Orders to Date	$ 1,518,076	$ 91,335	$ 1,609,411
Phase 2A - Owner Direct Purchase Order - Change Orders to Date	$ 796,020	$ 48,012	$ 844,032
	$ 2,314,096	$ 139,347	$ 2,453,443
Estimated Phase 1C Owner Direct Purchase Tax Savings:	$ 5,150,000	$ 309,050	$ 5,459,050

SECTION 2

- CLARIFICATIONS AND ASSUMPTIONS
- DOCUMENT ENUMERATION LOG

PROJECT NAME: Palm Coat Public Works Facility (MOC) – Phase 1C Fleet Maintenance & Wash Buildings
LOCATION: Palm Coast, FL
OWNER: City of Palm Coast
ARCHITECT: Pond & Company
Revision: R1
Date: September 18, 2026

Clarifications and Assumptions

DIVISION 01 – GENERAL REQUIREMENTS

1. This GMP Amendment Proposal is for the Phase 1C scope of work to construct the Fleet Maintenance Building, Wash Building, and the remaining Phase 1 site improvements.
2. This Proposal is prepared based on the documents issued by Pond & Company as set forth in the Enumeration of Documents in Section 2.
3. The GMP for Phase 1C is based on receiving a Notice to Proceed (NTP), or a GMP amendment on or before November 6, 2026. In the event approval is not obtained by November 6, 2026, due to no fault of Gilbane or its Trade Contractors, the schedule and price will be equitably adjusted when the GMP is approved.
4. This Proposal is based on the Project Schedule in Section 4 with Phase 1C construction starting January 4, 2027, and Substantial Completion by September 12, 2028.
   4.a. – The Phase 1C Project Schedule will be updated to include the following Permitting Activities:
   - Addendum #2 due from Pond early-November
   - Signed & Sealed Permit Document Set due from Pond mid-November
   - CoPC Building Department Issue Building Permit (30 business days) mid to late December.
5. This Proposal is based on the Site Utilization Plan in Section 4.
6. Owner Allowances and Trade Contractor Allocations are included as listed in Section 3.
7. Liquidated damages will be assessed on this phase at $350.00 per day.
8. Material testing is included.
9. Threshold inspections are not included.
10. Cost for temporary construction power, water, and sewer usage will be paid by the Owner and is not included in this Proposal.
11. Building envelope document coordination, field observations, and fenestration testing are included. Building envelope coordination and field observation reports will be provided to the Architect and are not intended as a substitute for engineering or architectural review by licensed design professionals. The comments contained in the reports represent observations and/or suggestions intended for consideration and possible incorporation into the Design Documents. No design liability is assumed by Gilbane, or 3rd party envelope reviewer, as a result of the information contained in the reports.
12. Acceptance of the GMP constitutes acceptance of the Gilbane recommended lowest responsive bidders identified in Section 3 of this Proposal. The GMP is based on the listed Trade Contractor's acceptance and execution of a contract to perform the work. Rejection of a Trade Contractor listed within the GMP by the Owner will require an adjustment to the GMP value to accommodate the next lowest responsive bidder.
13. Working hours for this Estimate are based upon the following:
    a. For defined scopes of work Gilbane and our trade contractors have included five (5) 8-hour workdays, Monday through Friday. Normal working hours are intended to be 7am to 3.30pm.
    b. For undefined scopes of work requiring after-hours (nights and weekends) work will be included within the cost of work to be defined through the design and procurement process.

PROJECT NAME: Palm Coat Public Works Facility (MOC) – Phase 1C Fleet Maintenance & Wash Buildings
LOCATION: Palm Coast, FL
OWNER: City of Palm Coast
ARCHITECT: Pond & Company
Revision: R1
Date: September 18, 2026

Clarifications and Assumptions

14. Costs of jobsite computer hardware, software, supplies and communications, corporate and regional data processing/MIS services are included and are billable at the rate of $8.40 per labor hour expended for the Project.
15. Construction Manager will utilize Subcontractor Default Insurance (SDI) in lieu of subcontractor payment and performance bonds. SDI is included at a fixed rate of $13.00 per $1,000 of total trade contract value inclusive of owner direct purchases.
16. Liability insurance is included at a fixed rate of $9.97 per $1,000.00 of total contract value inclusive of owner direct purchases. Other deductible amounts are listed in the Builder's Risk Insurance Quote in Section 3.
17. A fixed labor multiplier of 65% is included for all staffing on the project for labor burden and is not subject to audit. Labor burden includes PTO, payroll taxes, retirement, major-medical, short-term disability, long term disability and worker's compensation.
18. Retainages shall not be held on Construction Manager's general conditions, fee, insurance and bonds.
19. The Construction Manager's Fee is included as 4.25% and shall be converted to a lump sum upon approval of this Proposal and will be billed as a percentage of work in place in monthly payment applications.
20. Textura Contractor Payment Management (CPM) software is used to facilitate payment and secure releases of liens each month with subs and suppliers. This usage fee is $8,580 and shall be billed as a fixed price in the initial payment application.
21. Procore document management software costs are included in this proposal. Procore will be used as the software platform to manage documents, drawings, RFIs, meeting minutes and other related correspondence. This usage fee is included at a fixed rate of .65 per the total project amount.
22. Pursuant to Article 6.2.5 of the Agreement, incentive compensation is included as a reimbursable cost.
23. In the event the GMP is increased by Change Order the Construction Manager shall be entitled to the actual cost of the work and the following lump sum rate multipliers:
    a. GL Insurance: 0.997%
    b. CM General Conditions: To be Included in the Cost of the Change Order
    c. Subcontractor Default Insurance 1.30%
    d. CM Overhead & Profit: 7.00%
    e. Bond: .600%
24. Davis Bacon prevailing wages and other Federal Funding requirements are excluded.
25. Travel expenses consistent with the company's normal reimbursement policy shall be considered allowable costs and reimbursable under the terms of the Contract. Subject to change per Standard mileage rates set forth by IRS, work related mileage shall be reimbursed as follows:
    a. Personnel with car allowances: 38¢ per mile (less normal commute)
    b. Personnel without car allowances: 76¢ per mile (less normal commute)
26. The Builders Risk premium and coverage terms are included as an allowance based upon the attached quote in Section 3 and are subject to market conditions at the time of construction commencement. Premiums, coverage terms and deductibles are subject to change if project value and/or schedule

Clarifications and Assumptions

increases. All costs associated with extending the duration of the project, resulting in an extension of this policy, are excluded and will be incorporated in the time extension Change Order.

27. In accordance with Article 11.3.1.3 of the Agreement Gilbane and its Trade Contractors shall be responsible for builder's risk insurance deductibles, except that Owner shall be solely responsible for any and all costs and deductibles arising out of any loss due to flood (including inundation, seepage and sewer back-up), earthquake, windstorm, hail, volcanic eruption or terrorism. Windstorm deductibles are calculated at 5% Value at Risk at Time of Loss (VARTOL) with a minimum of $250,000.
28. Owner shall be responsible for paying all permitting fees, all fees by Authorities Having Jurisdiction, and all Utility Company Fees.
29. Provisions for a 2-year warranty is excluded based on the scope of this work.
30. Notwithstanding any other term, condition or provision in the Contract, the preparation of the GMP using various categories shall not constitute a line-item guaranty for any such category or line item, nor should any category or line item control or limit the compensation to the Construction Manager should the cost for one particular category exceed that line so long as the Construction Manager is limited to the total GMP. The supporting documentation has been included as a reference for estimated costs but not a guarantee for each line item's cost for the services noted.
31. General Disclosure of Related Party: Gilbane Building Company hereby discloses the use of Next 150 Construction Services, LLC, a Gilbane related party, for the performance of skilled craft labor, small tools, consumables, equipment, materials, and temporary services in connection with the Project.
32. General Disclosure of Related Party: Gilbane Building Company hereby discloses the use of Gilbane's Transition Planning & Management (TPM) services as an independent business unit providing consulting services within the Gilbane Building Company. Gilbane TPM assists our clients in activating their new facility with new systems, equipment and furniture while working with their employees to plan for and implement their transition into the new space. Gilbane TPM services can be contracted through the Gilbane Building Company Contract for construction management services or directly to the owner.
33. Pre-Bid RFI responses to PB-RFI #23 – PB-RFI #30 are included. PB-RFI #31 is in review and is not included. Any cost or schedule impacts will be submitted separately for approval.

DIVISION 03 – CONCRETE

1. Plans don't call for thickness on elevated deck slab for the mezzanine. We assumed 5" normal weight concrete with WW1.4. $30,000.00 Trade Allocation has been reserved for this line item.
2. Assumed transom louvers will be separated from HM Door Frames, added crack bar and additional rebar as needed at these locations.
3. Includes Welded Wiremesh 1.4 at all pedestrian sidewalks per the City of Palm Coast design guidelines.
4. Bollards near the building perimeter will be in conflict with column footings and continuous wall footings. $20,000.00 Trade Allocation has been reserved for this potential conflict.
5. For site concrete pavement, including dowels and sheet metal bottom strip only at expansion joints, this reinforcing is not included at saw cut control joints.
6. 12" of #57 stone under foundations that are 3.0' below finish floor.
7. A Trade Allocation in the amount of $16,000 is included for 30 days of additional tilt panel bracing rental.

PROJECT NAME: Palm Coat Public Works Facility (MOC) – Phase 1C Fleet Maintenance & Wash Buildings
LOCATION: Palm Coast, FL
OWNER: City of Palm Coast
ARCHITECT: Pond & Company
Revision: R1
Date: September 18, 2026

Clarifications and Assumptions

8. A Trade Allocation in the amount of $38,000 is included for tilt panel bracing outside the building footprint.

DIVISION 04 – MASONRY

1. Does not include any foam injection.
2. Z-Purlin detail per A6/1S-421 is not included. This detail is revised per page turn meeting, will build a shaft wall instead and is included under Frame and Drywall scope of work.
3. Installation of additional HM Frame to tire storage per Pre-Bid RFI Clarification is included.

DIVISION 05 – METALS

1. Included $25,000.00 Trade Allocation for unforeseen supplemental steel and additional bollards.

DIVISION 06 – ARCHITECTURAL MILLWORK & TOPS

1. AWI certification is not included.
2. No locks are shown or indicated on contract documents.

DIVISION 07 – ROOFING, WATERPROOFING & CAULKING

1. Rated for Category 4, Exposure C hurricanes, 160 mph ultimate wind design speed (3-sec gust) 123.9 mph nominal sustained design wind speed.
2. 125 mph wind rider warranty is included per specs.
3. Bentonite waterproofing is included at all equipment pits. Zypex concrete add mixture is not included.
4. Damp proofing is included at all exterior wall footings.
5. Closed cell spray foam is included to achieve an R-38 value underside of mezzanine deck, approximately 5.5” of insulation.
6. $5,000.00 Trade allocation is included for spry foam insulation patching.

DIVISION 08 – DOORS & WINDOWS

1. Plain sliced white oak veneer is included.
2. Transom louvers have been separated from HM door frames. Louvers to be in their own frames.
3. Structural composite lumber core doors are included in lieu of particle board core doors.
4. Cost Escalation on wood doors through April 2028 is included.
5. Missile Level E rating designed to withstand also +/- 65 PSF included for HM Doors and Storefront/Glazing is included.
6. Since Missile E is not available for Translucent panels, this scope is excluded and a budget of $650,000.00 is included for a curtainwall system to replace Translucent panel elevations. Final design and structural support are to be determined and then pricing for this scope will be reconciled against this budget.
7. 1” insulated glass is included at all interior windows adjacent to shop areas for the extent of vapor barrier.
8. 1 5/16” glass is included for all exterior glass at storefronts.
9. Draft curtains are included as aluminum brake metal.
10. Amico Mesh Screen is upgraded to 3/16” in lieu of 1/8” per specs due to the Category 4 wind design revision.
11. Exterior overhead doors are rated to Category 4, Exposure C with Missile E rating.

DIVISION 09 – FINISHES

PROJECT NAME: Palm Coat Public Works Facility (MOC) – Phase 1C Fleet Maintenance & Wash Buildings
LOCATION: Palm Coast, FL
OWNER: City of Palm Coast
ARCHITECT: Pond & Company
Revision: R1
Date: September 18, 2026

Clarifications and Assumptions

1. $15,000.00 Trade Allocation has been included for a shaft wall over fire rated CMU walls at the mezzanine level in lieu of the Z-purlin detail A6/1S-421.
2. Wall framing above wash bay tilt wall is included ONLY at the grid line 3 separating detail area with rough wash bays.
3. 5/8" Exterior Sheathing is not included for soffits at Wash Building and Maintenance Building as they are not needed for a complete system. Per the Florida Product Approvals and Delegated design, Soffit will be fastened directly onto Hat Channels or Purlins.
4. Polyurea paint is only included at the wash building for wet areas. Building exteriors will get regular textured paint.

DIVISION 10 – SPECIALTIES

1. $3,000.00 Trade Allocation included for additional corner guards requested by CoPC.
2. 30' flagpole is included with two standard size flags. Flagpole will be rated to Category 4 winds and will have engineered foundation.
3. $2,500.00 Trade Allocation included for additional signage requested by CoPC.

DIVISION 11 – MAINTENANCE & WASH EQUIPMENT

1. Maintenance equipment revisions per coordination meeting notes in email from WSB dated 9/4/26 are not included in this Proposal. These revisions are still being reviewed, and pricing revisions are forthcoming.
2. 5-Ton crane support is part of the PEMB design as depicted on plans and confirmed via Pre-Bid RFI.
3. All piping revised to Aluminum Unipipe per the request of CoPC, cost savings included in this bid proposal.
4. This proposal includes pricing for all new equipment to be provided by CM. Following final pricing CoPC will decide which items will be CM furnished and which items will be Owner furnished.
5. Owner equipment that is being relocated assumed to be in working condition, no warranties or repairs are included in this bid for existing equipment.

DIVISION 13 – PRE-ENGINEERED METAL BUILDING

1. The PEMB contractor will provide delegated engineering. PEMB design will be coordinated with the Structural EOR and structural drawings revised to align with the PEMB design.
2. $200,000.00 Trade Allocation is included for the Supplemental steel that the plans do not currently show due to wind design change from Category 2 to Category 4. Delegated design items such as Curtainwall, Amico Mesh Screen, 5-Ton Crane will require additional supports for anchoring.

DIVISION 21 – FIRE SUPPRESSION

1. Backflow preventer is excluded in the pump room as it is redundant. The backflow on site is included in the Div 31 Civil package.
2. $1,500.00 is included if FL Registered PE will be required to sign and seal shop drawings and hydraulic calculations.

DIVISION 22 – PLUMBING

1. 1500 gal highland oil/water tanks are excluded as they are redundant. The two oil/water separators on site are included in the Div 31 Civil package.

PROJECT NAME: Palm Coat Public Works Facility (MOC) – Phase 1C Fleet Maintenance & Wash Buildings
LOCATION: Palm Coast, FL
OWNER: City of Palm Coast
ARCHITECT: Pond & Company
Revision: R1
Date: September 18, 2026

Clarifications and Assumptions

2. ProPress style fittings may be used in lieu of soldered fittings on copper piping.

DIVISION 23 – HVAC & CONTROLS

1. BIM coordination and clash detection lead is included for M, E, P, FP, & Structural trades. The Mechanical contractor shall lead the BIM coordination process. REVIT models shall be provided by the A/E at no additional cost.
2. Type B Vent is included for the gas operated pressure washers inside equipment room.
3. BAS by Johnson Controls included.
4. Test and Balance is included.

DIVISION 26 – ELECTRICAL & FIRE ALARM

1. A Bi-directional Antenna (BDA) evaluation survey is included. The timing of the survey will be completed after the city installs the new cell tower to the north. CoPC will provide the tower installation date.
2. Installation of a BDA system is not included. The City will provide this system if required to be added based on the results of the survey.
3. $40,000.00 Trade Allocation is included for additional Photovoltaic system coordination scope.
4. Light pole per note 4 on C11.1 at the lift station is included.
5. Lightning protection is included and will have separate master labels for maintenance building and wash building.
6. Raceway and wire to three EV charger locations is included in the BP 26A base bid. Cost for three EV chargers is included in Div 38 Solar package.
7. Conduit Schedule is revised and changes are as follows:
   a. Rigid conduit is included in exposed locations for stub outs and up to 8’ or to the first device whichever comes first.
   b. Corrosion Resistant (Aluminum) Electrical Metal Tubing is included in areas that are not air conditioned.

DIVISION 27 – TELE/DATA, AUDIO VISUAL, & SECURITY

1. Scope included per City of Palm IT Project Responsibilities provided on 9/3/2026 by Eric Gebo and coordination meeting that took place on 9/3/2026 1:30 PM.
2. Owner furnished/installed items include Network switches, UPSs, PDUs, Patch Cables, Licensing for Security Devies, Programming of Genetec System for security devices, Wireless Access Points, Fiber on-site, Fiber from Street to MDF/IDF/Telecom cabinets.

DIVISION 31 – SITEWORK & UTILITIES

1. An Owner Allowance is included in the amount of $475,000.00 for remaining sitework and utility scope including but not limited to a stabilized construction access road from the north end of the site and crane road for tilt panel erection around buildings, striping, signage and related site furnishings. Final scope and pricing to be finalized.

DIVISION 32 – LANDSCAPE & IRRIGATION

1. 60-day maintenance is included starting from substantial completion.
2. Soil amendment is included.
3. 3.5” caliper plants are included.

PROJECT NAME: Palm Coat Public Works Facility (MOC) – Phase 1C Fleet Maintenance & Wash Buildings
LOCATION: Palm Coast, FL
OWNER: City of Palm Coast
ARCHITECT: Pond & Company
Revision: R1
Date: September 18, 2026

Clarifications and Assumptions

4. Phase 1C will not have a separate irrigation system. Irrigation system from Phase 1B with same controllers will extend onto Phase 1C areas.

DIVISION 32 – FENCES AND GATES

1. We are to utilize and terminate to existing fence for Water Treatment Plant #3.
2. No third-party structural engineering on fences and gates, foundations per plans, no reinforcing.
3. No grounding for any fence or gates.

DIVISION 40A – OWNER FURNISHINGS

1. Owner Furnishings, including furniture, TV monitors & brackets, refrigerators, microwaves, coffee makers, etc. are not included and shall be provided by the Owner.

DIVISION 48 – PHOTOVOLTAIC SOLAR EQUIPMENT

1. Photovoltaic solar system is included with 640 W Hyundai #775 modules to produce 99% kWh offset of the estimated 710,388 kWh annual usage.
2. Sales tax is not charged on solar equipment and is not included.
3. At this time there is a solar import Tariff in the amount of approx. $40,000 anticipated if this order is purchased after December 3, 2026. To avoid this potential Tariff impact the city may need to approve early purchase and payment for this equipment.
4. Three Electric Vehicle (EV) Chargers are included as the same make and model that was provided at the Southern Rec. Center project.

ENUMERATION OF DOCUMENTS - FLEET MAINTENANCE BUILDING

Discipline	Drawing No.	Drawing Title	Drawing Date	Set Name
General	1G-001	COVER SHEET	7/6/2026	Phase 1C GMP Set
General	1G-002	SHEET INDEX	7/6/2026	Phase 1C GMP Addendum 01
General	1G-004	BUILDING CODE SUMMARY	7/6/2026	Phase 1C GMP Set
General	1G-101	LIFE SAFETY PLAN	7/6/2026	Phase 1C GMP Set
Structural	1S-001	DESIGN CRITERIA AND GENERAL NOTES	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-002	ABBREVIATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-003	WIND PRESSURE DIAGRAMS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-100A	PEMB REACTIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-100B	FOUNDATION AND SLAB PLAN OVERALL	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-101A	FOUNDATION AND SLAB PLAN SEGMENT A	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-101B	FOUNDATION AND SLAB PLAN SEGMENT B	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-201	MEZZANINE FLOOR FRAMING PLAN	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-300	ROOF FRAMING PLAN OVERALL	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-301A	ROOF FRAMING PLAN SEGMENT A	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-301B	ROOF FRAMING PLAN SEGMENT B	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-302	ROOF STRUCTURAL LOADING PLAN	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-401	FOUNDATION SECTIONS AND DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-402	FOUNDATION SECTIONS AND DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-403	FOUNDATION SECTIONS AND DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-421	MEZZANINE SECTIONS AND DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-501	TILT-UP PANEL SECTIONS AND DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-502	TILT-UP PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-503	TILT-UP PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-504	TILT-UP PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-505	TILT-UP PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-506	TILT-UP PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-507	TILT-UP PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-508	TILT-UP PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Architectural	1A-001	GENERAL NOTES, ABBREVIATIONS & SYMBOLS	7/6/2026	Phase 1C GMP Set
Architectural	1A-002	TYPICAL MOUNTING HEIGHTS & LOCATIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-003	TYPICAL MOUNTING HEIGHTS & DETAILS	7/6/2026	Phase 1C GMP Set
Architectural	1A-004	MANEUVERING CLEARANCES	7/6/2026	Phase 1C GMP Set
Architectural	1A-005	PARTITION TYPES & DETAILS	7/6/2026	Phase 1C GMP Set
Architectural	1A-101	FLOOR PLANS - LEVEL 01 & MEZZANINE (OVERALL)	7/6/2026	Phase 1C GMP Set
Architectural	1A-101A	FLOOR PLAN - LEVEL 01 (SEGMENT A)	7/6/2026	Phase 1C GMP Set
Architectural	1A-101B	FLOOR PLAN - LEVEL 01 (SEGMENT B)	7/6/2026	Phase 1C GMP Set
Architectural	1A-102A	FLOOR PLAN - MEZZANINE (SEGMENT A)	7/6/2026	Phase 1C GMP Set
Architectural	1A-131	REFLECTED CEILING PLANS - LEVEL 01 & MEZZANINE (OVERALL)	7/6/2026	Phase 1C GMP Set
Architectural	1A-131A	REFLECTED CEILING PLAN - LEVEL 01 (SEGMENT A)	7/6/2026	Phase 1C GMP Set
Architectural	1A-131B	REFLECTED CEILING PLAN - LEVEL 01 (SEGMENT B)	7/6/2026	Phase 1C GMP Set
Architectural	1A-131C	ENLARGED REFLECTED CEILING PLAN	7/6/2026	Phase 1C GMP Set
Architectural	1A-132A	REFLECTED CEILING PLAN - MEZZANINE (SEGMENT A)	7/6/2026	Phase 1C GMP Set
Architectural	1A-132B	REFLECTED CEILING PLAN - MEZZANINE (SEGMENT B)	7/6/2026	Phase 1C GMP Set
Architectural	1A-151	ROOF PLAN (OVERALL) & DETAILS	7/6/2026	Phase 1C GMP Set
Architectural	1A-152	ROOF DETAILS	7/6/2026	Phase 1C GMP Set
Architectural	1A-201	EXTERIOR ELEVATIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-202	EXTERIOR ELEVATIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-203	EXTERIOR ELEVATIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-301	BUILDING SECTIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-302	BUILDING SECTIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-303	BUILDING SECTIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-351	WALL SECTIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-352	WALL SECTIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-353	WALL SECTIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-401	ENLARGED FLOOR PLAN (OFFICE SUITE)	7/6/2026	Phase 1C GMP Set
Architectural	1A-402	ENLARGED FLOOR PLAN & INTERIOR ELEVATIONS (RESTROOM)	7/6/2026	Phase 1C GMP Set
Architectural	1A-403	ENLARGED FLOOR PLAN & INTERIOR ELEVATIONS (RESTROOM)	7/6/2026	Phase 1C GMP Set
Architectural	1A-404	ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-405	ENLARGED FLOOR PLAN & INTERIOR ELEVATIONS (BREAK ROOM)	7/6/2026	Phase 1C GMP Set
Architectural	1A-406	INTERIOR ELEVATIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-431	ENLARGED STAIR PLANS, SECTIONS & DETAILS (STAIR 001)	7/6/2026	Phase 1C GMP Set
Architectural	1A-432	ENLARGED STAIR PLANS, SECTIONS & DETAILS (STAIR 002)	7/6/2026	Phase 1C GMP Set
Architectural	1A-531	CEILING DETAILS	7/6/2026	Phase 1C GMP Set
Architectural	1A-561	MILLWORK SECTIONS	7/6/2026	Phase 1C GMP Set

7/14/26

7/14/26

Architectural	1A-601	DOOR SCHEDULE & DETAILS	7/6/2026	Phase 1C GMP Set
Architectural	1A-611	EXTERIOR OPENING DETAILS	7/6/2026	Phase 1C GMP Set
Architectural	1A-612	INTERIOR OPENING DETAILS	7/6/2026	Phase 1C GMP Set
Architectural	1A-621	STOREFRONT ELEVATIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-622	TRANSLUCENT PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-901	3D VIEWS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-001	MECHANICAL GENERAL NOTES AND DESIGN CRITERIA	7/6/2026	Phase 1C GMP Set
Mechanical	1M-002	MECHANICAL ABBREVIATIONS AND LEGENDS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-101	MECHANICAL HVAC PLAN LEVEL 1 AND MEZZANINE	7/6/2026	Phase 1C GMP Set
Mechanical	1M-101A	MECHANICAL HVAC PLAN LEVEL 1 - AREA A	7/6/2026	Phase 1C GMP Set
Mechanical	1M-101B	MECHANICAL HVAC PLAN LEVEL 1 - AREA B	7/6/2026	Phase 1C GMP Set
Mechanical	1M-102A	MECHANICAL HVAC PLAN MEZZANINE - AREA A	7/6/2026	Phase 1C GMP Set
Mechanical	1M-103	MECHANICAL HVAC ROOF PLAN	7/6/2026	Phase 1C GMP Set
Mechanical	1M-301	MECHANICAL SECTION VIEW	7/6/2026	Phase 1C GMP Set
Mechanical	1M-401	MECHANICAL HVAC ENLARGED PLANS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-501	MECHANICAL DETAILS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-502	MECHANICAL DETAILS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-503	MECHANICAL DETAILS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-601	MECHANICAL SCHEDULES	7/6/2026	Phase 1C GMP Set
Mechanical	1M-602	MECHANICAL SCHEDULES	7/6/2026	Phase 1C GMP Set
Mechanical	1M-603	MECHANICAL SCHEDULES	7/6/2026	Phase 1C GMP Set
Mechanical	1M-701	MECHANICAL CONTROLS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-702	MECHANICAL CONTROLS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-703	MECHANICAL CONTROLS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-704	MECHANICAL CONTROLS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-705	MECHANICAL CONTROLS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-706	MECHANICAL CONTROLS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-707	MECHANICAL CONTROLS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-708	MECHANICAL CONTROLS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-801	COMCHECK COMPLIANCE	7/6/2026	Phase 1C GMP Set
Plumbing	1P-001	PLUMBING GENERAL NOTES, ABBREVIATIONS, AND LEGENDS	7/6/2026	Phase 1C GMP Set
Plumbing	1P-101	PLUMBING FLOOR PLANS LEVEL 1 & 2	7/6/2026	Phase 1C GMP Set
Plumbing	1P-101A	PLUMBING FLOOR PLAN LEVEL 1 SEGMENT A	7/6/2026	Phase 1C GMP Set
Plumbing	1P-101B	PLUMBING FLOOR PLAN LEVEL 1 SEGMENT B	7/6/2026	Phase 1C GMP Set
Plumbing	1P-401	PLUMBING ENLARGED PLANS	7/6/2026	Phase 1C GMP Set
Plumbing	1P-501	PLUMBING DETAILS	7/6/2026	Phase 1C GMP Set
Plumbing	1P-601	PLUMBING SCHEDULES	7/6/2026	Phase 1C GMP Set
Plumbing	1P-901	WASTE AND VENT RISER DIAGRAM	7/6/2026	Phase 1C GMP Set
Plumbing	1P-902	DOMESTIC WATER RISER DIAGRAMS	7/6/2026	Phase 1C GMP Set
Plumbing	1P-903	NATURAL GAS RISER DIAGRAM	7/6/2026	Phase 1C GMP Set
Electrical	1.00E-01	ELECTRICAL GENERAL NOTES AND ABBREVIATIONS	7/6/2026	Phase 1C GMP Set
Electrical	1.00E-02	ELECTRICAL LEGEND	7/6/2026	Phase 1C GMP Set
Electrical	1.00E-100	FLOOR PLANS - LEVELS 01 & MEZZANINE OVERALL	7/6/2026	Phase 1C GMP Set
Electrical	1E-101A	FLOOR PLANS - LIGHTING PLAN - LEVEL 01 SEGMENT A	7/6/2026	Phase 1C GMP Set
Electrical	1E-101B	FLOOR PLANS - LIGHTING PLAN - LEVEL 01 SEGMENT B	7/6/2026	Phase 1C GMP Set
Electrical	1E-102A	FLOOR PLANS - LIGHTING PLAN - MEZZANINE SEGMENT A	7/6/2026	Phase 1C GMP Set
Electrical	1E-102B	FLOOR PLANS - LIGHTING PLAN - MEZZANINE SEGMENT B	7/6/2026	Phase 1C GMP Set
Electrical	1E-111A	FLOOR PLANS - POWER PLAN - LEVEL 01 SEGMENT A	7/6/2026	Phase 1C GMP Set
Electrical	1E-111B	FLOOR PLANS - POWER PLAN - LEVEL 01 SEGMENT B	7/6/2026	Phase 1C GMP Set
Electrical	1E-112A	FLOOR PLANS - POWER PLAN - MEZZANINE SEGMENT A	7/6/2026	Phase 1C GMP Set
Electrical	1E-112B	FLOOR PLANS - POWER PLAN - MEZZANINE SEGMENT B	7/6/2026	Phase 1C GMP Set
Electrical	1E-121A	FLOOR PLANS - MECHANICAL POWER PLAN - LEVEL 01 SEGMENT A	7/6/2026	Phase 1C GMP Set
Electrical	1E-121B	FLOOR PLANS - MECHANICAL POWER PLAN - LEVEL 01 SEGMENT B	7/6/2026	Phase 1C GMP Set
Electrical	1E-122A	FLOOR PLANS - MECHANICAL POWER PLAN - MEZZANINE SEGMENT A	7/6/2026	Phase 1C GMP Set
Electrical	1E-122B	FLOOR PLANS - MECHANICAL POWER PLAN - MEZZANINE SEGMENT B	7/6/2026	Phase 1C GMP Set
Electrical	1.00E-123	FLOOR PLANS - MECHANICAL POWER PLAN - ROOF	7/6/2026	Phase 1C GMP Set
Electrical	1E-401	ENLARGED ELECTRICAL PLANS	7/6/2026	Phase 1C GMP Set
Electrical	1E-402	ENLARGED ELECTRICAL PLANS	7/6/2026	Phase 1C GMP Set
Electrical	1E-501	ELECTRICAL DETAILS	7/6/2026	Phase 1C GMP Set
Electrical	1E-502	ELECTRICAL DETAILS	7/6/2026	Phase 1C GMP Set
Electrical	1E-503	ELECTRICAL DETAILS	7/6/2026	Phase 1C GMP Set
Electrical	1E-601	ELECRICAL FEEDER SCHEDULES	7/6/2026	Phase 1C GMP Set
Electrical	1E-602	ELECTRICAL ONE-LINE DIAGRAM	7/6/2026	Phase 1C GMP Set
Electrical	1E-611	LUMINAIRE SCHEDULE	7/6/2026	Phase 1C GMP Set
Electrical	1E-612	MECHANICAL EQUIPMENT CONNECTION SCHEDULE	7/6/2026	Phase 1C GMP Set
Electrical	1E-613	MAINTENANCE EQUIPMENT CONNECTION SCHEDULE	7/6/2026	Phase 1C GMP Set
Electrical	1E-621	PANELBOARD SCHEDULES	7/6/2026	Phase 1C GMP Set

Electrical	1E-622	PANELBOARD SCHEDULES	7/6/2026	Phase 1C GMP Set
Electrical	1E-623	PANELBOARD SCHEDULES	7/6/2026	Phase 1C GMP Set
Electrical	1E-701	ENERGY CODE COMPLIANCE	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-001	TELECOMMUNICATIONS GENERAL NOTES AND ABBREVIATIONS	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-002	TELECOMMUNICATIONS LEGEND	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-101A	TELECOMMUNICATIONS PLAN - LEVEL 01 SEGMENT A	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-101B	TELECOMMUNICATIONS PLAN - LEVEL 01 SEGMENT B	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-102A	TELECOMMUNICATIONS PLAN - MEZZANINE SEGMENT A	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-111A	ELECTRONIC SECURITY SYSTEM PLAN - LEVEL 01 SEGMENT A	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-111B	ELECTRONIC SECURITY SYSTEM PLAN - LEVEL 01 SEGMENT B	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-112A	ELECTRONIC SECURITY SYSTEM PLAN - MEZZANINE SEGMENT A	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-401	ENLARGED TELECOMMUNICATIONS ROOMS	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-501	TELECOMMUNICATIONS DETAILS	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-502	TELECOMMUNICATIONS DETAILS	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-601	TELECOMMUNICATIONS RISER DIAGRAM	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-602	ACCESS CONTROL RISER DIAGRAM	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-603	TELECOMMUNICATIONS CCTV RISER DIAGRAM	7/6/2026	Phase 1C GMP Set
Equipment	1Q-001	EQUIPMENT SCHEDULE AND NOTES	7/6/2026	Phase 1C GMP Set
Equipment	1Q-101	OVERALL EQUIPMENT LAYOUT PLAN	7/6/2026	Phase 1C GMP Set
Equipment	1Q-101A	EQUPMENT LAYOUT PLAN - LEVEL 01 AREA A	7/6/2026	Phase 1C GMP Set
Equipment	1Q-101B	EQUIPMENT LAYOUT PLAN - LEVEL 01 AREA B	7/6/2026	Phase 1C GMP Set
Equipment	1Q-102A	EQUIPMENT LAYOUT PLAN - LEVEL 02 AREA A	7/6/2026	Phase 1C GMP Set
Equipment	1Q-301	EQUIPMENT SECTIONS	7/6/2026	Phase 1C GMP Set
Equipment	1Q-302	EQUIPMENT SECTIONS	7/6/2026	Phase 1C GMP Set
Equipment	1Q-401	EQUIPMENT ENLARGED PLANS	7/6/2026	Phase 1C GMP Set
Equipment	1Q-501	EQUIPMENT DETAILS	7/6/2026	Phase 1C GMP Set
Equipment	1Q-800	SIGNAGE & STRIPING NOTES & LEGEND	7/6/2026	Phase 1C GMP Set
Equipment	1Q-801	OVERALL SIGNAGE & STRIPING LAYOUT PLAN	7/6/2026	Phase 1C GMP Set
Equipment	1Q-801A	SIGNAGE & STRIPING LAYOUT PLAN	7/6/2026	Phase 1C GMP Set
Equipment	1Q-801B	SIGNAGE & STRIPING LAYOUT PLAN	7/6/2026	Phase 1C GMP Set
Equipment	1Q-802A	SIGNAGE & STRIPING LEVEL 02 LAYOUT PLAN	7/6/2026	Phase 1C GMP Set
Equipment	1QS-001	SERVICE EQUIPMENT NOTES & LEGEND	7/6/2026	Phase 1C GMP Set
Equipment	1QS-101	OVERALL SERVICE EQUIPMENT LAYOUT PLAN	7/6/2026	Phase 1C GMP Set
Equipment	1QS-101A	SERVICE EQUIPMENT LAYOUT PLAN - LEVEL 01 AREA A	7/6/2026	Phase 1C GMP Set
Equipment	1QS-101B	SERVICE EQUIPMENT LAYOUT PLAN - LEVEL 01 AREA B	7/6/2026	Phase 1C GMP Set
Equipment	1QS-102A	SERVICE EQUIPMENT LAYOUT PLAN - LEVEL 02 AREA A	7/6/2026	Phase 1C GMP Set
Equipment	1QS-301	SERVICE EQUIPMENT SECTIONS	7/6/2026	Phase 1C GMP Set
Equipment	1QS-401	SERVICE EQUIPMENT ENLARGED PLANS	7/6/2026	Phase 1C GMP Set
Equipment	1QS-501	SERVICE EQUIPMENT DETAILS	7/6/2026	Phase 1C GMP Set
Equipment	1QS-502	SERVICE EQUIPMENT DETAILS	7/6/2026	Phase 1C GMP Set
Fire Protection	1FA001	FIRE ALARM GENERAL NOTES & LEGEND	7/6/2026	Phase 1C GMP Set
Fire Protection	1FA101	FIRE ALARM FLOOR PLAN	7/6/2026	Phase 1C GMP Set
Fire Protection	1FA102	FIRE ALARM FLOOR PLAN	7/6/2026	Phase 1C GMP Set
Fire Protection	1FA201	FIRE ALARM FLOOR PLAN	7/6/2026	Phase 1C GMP Set
Fire Protection	1FA501	FIRE ALARM RISER DIAGRAM & OPERATIONAL MATRIX	7/6/2026	Phase 1C GMP Set
Fire Protection	1FX001	FIRE SUPPRESSION GENERAL NOTES & LEGEND	7/6/2026	Phase 1C GMP Set
Fire Protection	1FX101	FIRE SUPPRESSION FLOOR PLAN	7/6/2026	Phase 1C GMP Set
Fire Protection	1FX102	FIRE SUPPRESSION FLOOR PLAN	7/6/2026	Phase 1C GMP Set
Fire Protection	1FX201	FIRE SUPPRESSION FLOOR PLAN	7/6/2026	Phase 1C GMP Set
Fire Protection	1FX501	FIRE SUPPRESSION DETAILS	7/6/2026	Phase 1C GMP Set
Interiors	1I-101	FINISH FLOOR PLANS - LEVEL 01 & MEZZANINE (OVERALL)	7/6/2026	Phase 1C GMP Set
Interiors	1I-102	FINISH FLOOR PLANS - LEVEL 01 ENLARGED	7/6/2026	Phase 1C GMP Set
Interiors	1I-131	ROOM FINISH SCHEDULE & GENERAL NOTES	7/6/2026	Phase 1C GMP Set
Interiors	1I-201	SIGNAGE PLAN - LEVEL 01	7/6/2026	Phase 1C GMP Set
Interiors	1I-202	SIGNAGE PLAN - LEVEL 01 ENLARGED	7/6/2026	Phase 1C GMP Set
Interiors	1I-231	SIGNAGE SCHEDULE AND DETAILS	7/6/2026	Phase 1C GMP Set
Interiors	1I-301	FURNITURE PLAN - LEVEL 01	7/6/2026	Phase 1C GMP Set
Interiors	1I-302	FURNITURE PLAN - LEVEL 01 ENLARGED	7/6/2026	Phase 1C GMP Set

ENUMERATION OF DOCUMENTS - WASH BUILDING

Discipline	Drawing N	Drawing Title	Drawing Date	Set Name
General	2G-001	COVER SHEET	7/6/2026	Phase 1C GMP Set
General	2G-002	SHEET INDEX	7/6/2026	Phase 1C GMP Set
General	2G-004	BUILDING CODE SUMMARY	7/6/2026	Phase 1C GMP Set
General	2G-101	LIFE SAFETY PLAN	7/6/2026	Phase 1C GMP Set
Structural	2S-001	DESIGN CRITERIA AND GENERAL NOTES 7/14/26	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-002	UPLIFT DIAGRAMS AND FOUNDATION DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-101	FOUNDATION AND SLAB PLAN	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-102	ROOF FRAMING PLAN 7/14/26	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-201	FOUNDATION SECTIONS AND DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-301	TILT-UP PANEL SECTIONS AND DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-302	TILT-UP PANEL SECTIONS AND DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-303	STRUCTURAL PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-304	STRUCTURAL PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-305	STRUCTURAL PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-401	ROOF FRAMING SECTIONS AND DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-402	ROOF FRAMING SECTIONS AND DETAILS 7/14/26	7/6/2026	Phase 1C GMP Addendum 01
Architectural	2A-101	FLOOR PLAN	7/6/2026	Phase 1C GMP Set
Architectural	2A-131	REFLECTED CEILING PLAN	7/6/2026	Phase 1C GMP Set
Architectural	2A-151	ROOF PLAN & DETAILS	7/6/2026	Phase 1C GMP Set
Architectural	2A-201	EXTERIOR ELEVATIONS	7/6/2026	Phase 1C GMP Set
Architectural	2A-301	BUILDING SECTIONS	7/6/2026	Phase 1C GMP Set
Architectural	2A-351	WALL SECTIONS	7/6/2026	Phase 1C GMP Set
Architectural	2A-352	WALL SECTIONS	7/6/2026	Phase 1C GMP Set
Architectural	2A-601	DOOR SCHEDULE & DETAILS	7/6/2026	Phase 1C GMP Set
Mechanical	2M-001	MECHANICAL GENERAL NOTES AND DESIGN CRITERIA	7/6/2026	Phase 1C GMP Set
Mechanical	2M-002	MECHANICAL ABBREVIATIONS AND LEGENDS	7/6/2026	Phase 1C GMP Set
Mechanical	2M-101	MECHANICAL HVAC PLAN LEVEL 1	7/6/2026	Phase 1C GMP Set
Mechanical	2M-102	MECHANICAL HVAC ROOF PLAN	7/6/2026	Phase 1C GMP Set
Mechanical	2M-501	MECHANICAL DETAILS	7/6/2026	Phase 1C GMP Set
Mechanical	2M-601	MECHANICAL SCHEDULES	7/6/2026	Phase 1C GMP Set
Plumbing	2P-001	PLUMBING GENERAL NOTES, ABBREVIATIONS, AND LEGENDS	7/6/2026	Phase 1C GMP Set
Plumbing	2P-101	PLUMBING PLAN LEVEL 1	7/6/2026	Phase 1C GMP Set
Plumbing	2P-901	PLUMBING RISER DIAGRAMS	7/6/2026	Phase 1C GMP Set
Electrical	2.00E-01	ELECTRICAL GENERAL NOTES AND ABBREVIATIONS	7/6/2026	Phase 1C GMP Set
Electrical	2.00E-02	ELECTRICAL LEGEND	7/6/2026	Phase 1C GMP Set
Electrical	2.00E-101	LIGHTING PLAN	7/6/2026	Phase 1C GMP Set
Electrical	2.00E-111	POWER PLAN	7/6/2026	Phase 1C GMP Set
Electrical	2.00E-121	MECHANICAL POWER PLAN	7/6/2026	Phase 1C GMP Set
Electrical	2.00E-122	MECHANICAL POWER ROOF PLAN	7/6/2026	Phase 1C GMP Set
Electrical	2E-501	ELECTRICAL DETAILS	7/6/2026	Phase 1C GMP Set
Electrical	2E-502	ELECTRICAL DETAILS	7/6/2026	Phase 1C GMP Set
Electrical	2E-601	FEEDER SCHEDULES & ONE-LINE DIAGRAM	7/6/2026	Phase 1C GMP Set
Electrical	2E-612	ELECTRICAL SCHEDULES	7/6/2026	Phase 1C GMP Set
Electrical	2E-701	ENERGY CODE COMPLIANCE	7/6/2026	Phase 1C GMP Set
Telecommunications	2T-001	TELECOMMUNICATIONS GENERAL NOTES, ABBREVIATIONS & LEGEND	7/6/2026	Phase 1C GMP Set
Telecommunications	2T-101	TELECOMMUNICATIONS PLAN	7/6/2026	Phase 1C GMP Set
Telecommunications	2T-111	ELECTRONIC SECURITY SYSTEM PLAN	7/6/2026	Phase 1C GMP Set
Telecommunications	2T-501	TELECOMMUNICATIONS DETAILS	7/6/2026	Phase 1C GMP Set
Telecommunications	2T-502	TELECOMMUNICATIONS DETAILS	7/6/2026	Phase 1C GMP Set
Telecommunications	2T-601	TELECOMMUNICATIONS RISER DIAGRAM	7/6/2026	Phase 1C GMP Set
Telecommunications	2T-602	ACCESS CONTROL RISER DIAGRAM	7/6/2026	Phase 1C GMP Set
Telecommunications	2T-603	TELECOMMUNICATIONS CCTV RISER DIAGRAM	7/6/2026	Phase 1C GMP Set
Equipment	2Q-001	EQUIPMENT SCHEDULE AND NOTES	7/6/2026	Phase 1C GMP Set
Equipment	2Q-101	EQUIPMENT LAYOUT PLAN - WASH - LEVEL 01	7/6/2026	Phase 1C GMP Set
Equipment	2Q-501	EQUIPMENT DETAILS	7/6/2026	Phase 1C GMP Set
Equipment	2Q-800	SIGNAGE & STRIPING WASH LAYOUT PLAN	7/6/2026	Phase 1C GMP Set
Equipment	2QS-200	SERVICE EQUIPMENT LAYOUT PLAN - WASH BUILDING	7/6/2026	Phase 1C GMP Set

ENUMERATION OF DOCUMENTS - SITE				
Discipline	**Drawing No.**	**Drawing Title**	**Drawing Date**	**Set Name**
General	G-001	COVER SHEET - PHASE 1	2/4/2025	Site Development Permit Set
General	G-002	SHEET INDEX- PHASE 1	2/4/2025	Site Development Permit Set
Civil	C01	COVER SHEET	1/27/2025	Site Development Permit Set
Civil	C02	GENERAL NOTES	1/27/2025	Site Development Permit Set
Civil	C03	AERIAL PLAN	1/27/2025	Site Development Permit Set
Civil	C04	EXISTING CONDITIONS	1/27/2025	Site Development Permit Set
Civil	C05.0	OVERALL SITE PLAN PHASE 1	1/27/2025	Site Development Permit Set
Civil	C05.1	SITE PLAN 1	1/27/2025	Site Development Permit Set
Civil	C05.2	SITE PLAN 2	1/27/2025	Site Development Permit Set
Civil	C05.3	STRIPING AND SIGNAGE PLAN	6/25/2025	RFI PB-19
Civil	C05.4	STRIPING AND AND SIGNAGE PLAN	6/25/2025	RFI PB-19
Civil	C05.5	JOINTING PLAN	8/6/2025	RFI-17 - Jointing Plan
Civil	C05.6	JOINTING PLAN	8/6/2025	RFI-17 - Jointing Plan
Civil	C06.0	MASTER PAVING, GRADING, AND DRAINAGE PLAN	1/27/2025	Site Development Permit Set
Civil	C06.1	PAVING, GRADING, AND DRAINAGE PLAN 1	1/27/2025	Site Development Permit Set
Civil	C06.2	PAVING, GRADING, AND DRAINAGE PLAN 2	1/27/2025	Site Development Permit Set
Civil	C06.3	TYPICAL CROSS SECTIONS	1/27/2025	Site Development Permit Set
Civil	C06.4	TYPICAL CROSS SECTIONS	1/27/2025	Site Development Permit Set
Civil	C06.5	TYPICAL CROSS SECTIONS	1/27/2025	Site Development Permit Set
Civil	C06.6	PLAN AND PROFILE	1/27/2025	Site Development Permit Set
Civil	C06.7	PLAN AND PROFILE	1/27/2025	Site Development Permit Set
Civil	C06.8	PLAN AND PROFILE	1/27/2025	Site Development Permit Set
Civil	C.06.10	STORM PROFILES	7/30/2025	RFI-15 - Utility Profiles
Civil	C.06.11	STORM PROFILES	7/30/2025	RFI-15 - Utility Profiles
Civil	C.06.12	STORM PROFILES	7/30/2025	RFI-15 - Utility Profiles
Civil	C.06.13	STORM PROFILES	7/30/2025	RFI-15 - Utility Profiles
Civil	C.06.14	STORM PROFILES	7/30/2025	RFI-15 - Utility Profiles
Civil	C07.0	EROSION AND SEDIMENT CONTROL PLAN	1/27/2025	Site Development Permit Set
Civil	C8.0	GENERAL DETAILS	1/27/2025	Site Development Permit Set
Civil	C8.1	DRAINAGE DETAILS	1/27/2025	Site Development Permit Set
Civil	C.08.2	GENERAL DETAILS	12/9/2025	RFI-21
Civil	C.08.3	GENERAL DETAILS	6/25/2025	RFI PB-19
Civil	C.08.4	GENERAL DETAILS	6/25/2025	RFI PB-19
Civil	C.08.5	GENERAL DETAILS	6/25/2025	RFI PB-19
Civil	C.08.6	GENERAL DETAILS	8/6/2025	RFI-17 - Jointing Plan
Civil	C.08.7	GENERAL DETAILS	8/6/2025	ASI 03
Civil	C09.0	UTILITY PLAN	9/26/2025	ASI 04 - Phase 1A
Civil	C09.0-Hydrant	UTILITY PLAN	1/27/2025	Site Development Permit Set
Civil	C09.1	UTILITY PLAN	7/2/2025	ASI 01 Rev 2
Civil	C09.1-Hydrant	UTILITY PLAN	1/27/2025	Site Development Permit Set
Civil	C.10.0	WATER NOTES AND DETAILS	1/27/2025	Site Development Permit Set
Civil	C.10.1	WATER NOTES AND DETAILS	1/27/2025	Site Development Permit Set
Civil	C.10.2	WATER NOTES AND DETAILS	7/2/2025	ASI 01 Rev 2
Civil	C.11.0	WASTE WATER NOTES AND DETAILS	1/27/2025	Site Development Permit Set
Civil	C.11.1	WASTE WATER NOTES AND DETAILS	1/27/2025	Site Development Permit Set
Civil	C.12.0	LIFT STATION DETAILS	1/27/2025	Site Development Permit Set
Civil	C.12.1	LIFT STATION DETAILS	1/27/2025	Site Development Permit Set
Civil	C13.0	FIRE APPARATUS AUTOTURN EXHIBIT	1/27/2025	Site Development Permit Set
Landscape	IR101	DELEGATED IRRIGATION PLAN	7/6/2026	Phase 1C GMP Set
Landscape	IR102	DELEGATED IRRIGATION PLAN	7/6/2026	Phase 1C GMP Set
Landscape	L-001	LANDSCAPE GENERAL NOTES	7/6/2026	Phase 1C GMP Set
Landscape	L-501	LANDSCAPE DETAILS	7/6/2026	Phase 1C GMP Set
Landscape	LP100	LANDSCAPE PLAN - OVERALL	7/6/2026	Phase 1C GMP Set
Landscape	LP101	LANDSCAPE PLAN	7/6/2026	Phase 1C GMP Set
Landscape	LP102	LANDSCAPE PLAN	7/6/2026	Phase 1C GMP Set
Electrical	E-001	ELECTRICAL GENERAL NOTES AND ABBREVIATIONS	6/12/2024	100% Construction Documents
Electrical	E-002	ELECTRICAL LEGEND	6/12/2024	100% Construction Documents
Electrical	E-501	ELECTRICAL DETAILS	6/12/2024	100% Construction Documents
Electrical	ES001	ELECTRICAL GENERAL NOTES AND ABBREVIATIONS	8/16/2024	100% Construction Documents - Updated
Electrical	ES002	ELECTRICAL LEGEND	8/16/2024	100% Construction Documents - Updated
Electrical	ES100	OVERALL ELECTRICAL SITE PLAN	2/4/2025	Site Development Permit Set
Electrical	ES100G	OVERALL SITE	1/27/2025	Site Development Permit Set
Electrical	ES101	WASH BUILDING - LIGHTING AND POWER SITE PLAN	5/15/2025	ASI 02
Electrical	ES101G	WASH BUILDING - PHOTOMETRICS	1/27/2025	Site Development Permit Set
Electrical	ES102	MAINTENANCE BUILDING- LIGHTING AND POWER SITE PLAN	8/6/2025	ASI 03

Electrical	ES102G	BUILDING - PHOTOMETRICS	1/27/2025	Site Development Permit Set
Electrical	ES103	FUELING- LIGHTING AND POWER SITE PLAN	9/26/2025	ASI 04 - Phase 1A
Electrical	ES103G	FUELING - PHOTOMETRICS	1/27/2025	Site Development Permit Set
Electrical	ES501	ELECTRICAL DETAILS	2/4/2025	Site Development Permit Set
Telecommunications	T-001	TELECOMMUNICATIONS GENERAL NOTES, ABBREVIATIONS & LEGEND	6/12/2024	100% Construction Documents
Telecommunications	T-501	TELECOMMUNICATIONS DETAILS	6/12/2024	100% Construction Documents
Telecommunications	T-502	TELECOMMUNICATIONS DETAILS	1/24/2024	90% Construction Documents
Telecommunications	TS100	OVERALL TELECOMMUNICATIONS SITE PLAN	1/27/2025	Site Development Permit Set
Telecommunications	TS101	WASH BUILDING - TELECOMMUNICATIONS SITE PLAN	8/6/2025	ASI 03
Telecommunications	TS102	MAINTENANCE BUILDING - TELECOMMUNICATIONS SITE PLAN	9/26/2025	ASI 04 - Phase 1A
Telecommunications	TS103	FUELING - TELECOMMUNICATIONS SITE PLAN	9/26/2025	ASI 04 - Phase 1A
Telecommunications	TS501	TELECOMMUNICATIONS DETAILS	9/26/2025	ASI 04 - Phase 1A

ENUMERATION OF DOCUMENTS - PROJECT SPECIFICATIONS				
Division	**Number**	**Description**	**Issued Date**	**Set**
00 - Procurement and Contracting Requirements	00 01 10	Table of Contents	7/6/2026	Phase 1C GMP
01 - General Requirements	01 81 13	SUSTAINABLE CONSTRUCTION REQUIREMENTS Pt. 1	7/6/2026	Phase 1C GMP
01 - General Requirements	01 90 00	Geotechnical Report	4/30/2025	100% GMP Set
01 - General Requirements	01 91 00	Commissioning	7/6/2026	Phase 1C GMP
01 - General Requirements	01 35 46	Indoor Air Quality Management	7/6/2026	Phase 1C GMP
01 - General Requirements	01 40 00	Quality Requirements	2/23/2024	Project Manual - 90% Documents
01 - General Requirements	01 73 80	Site Waste Management Program	7/6/2026	Phase 1C GMP
02 - Existing Conditions	02 24 23	Chemical Sampling and Analysis of Soils	4/30/2025	100% GMP Set
03 - Concrete	03 30 00	Cast-in-Place Concrete	4/30/2025	100% GMP Set
03 - Concrete	03 47 13	TILIT-UP CONCRETE	7/6/2026	Phase 1C GMP
04 - Masonry	04 20 00	UNIT MASONRY	7/6/2026	Phase 1C GMP
05 - Metals	05 21 00	STEEL JOIST FRAMING	7/6/2026	Phase 1C GMP
05 - Metals	05 31 00	STEEL DECKING	7/6/2026	Phase 1C GMP
05 - Metals	05 12 00	Structural Steel Framing	7/6/2026	Phase 1C GMP
05 - Metals	05 50 00	METAL FABRICATIONS	7/6/2026	Phase 1C GMP
05 - Metals	05 51 13	METAL PAN STAIRS	7/6/2026	Phase 1C GMP
05 - Metals	05 51 19	METAL GRATING STAIRS	7/6/2026	Phase 1C GMP
05 - Metals	05 52 13	PIPE AND TUBE RAILINGS	7/6/2026	Phase 1C GMP
06 - Wood, Plastics, and Composites	06 10 00	ROUGH CARPENTRY	7/6/2026	Phase 1C GMP
06 - Wood, Plastics, and Composites	06 42 19	PLASTIC-LAMINATE-FACED WOOD PANELING	7/6/2026	Phase 1C GMP
07 - Thermal and Moisture Protection	07 21 00	THERMAL INSULATION	7/6/2026	Phase 1C GMP
07 - Thermal and Moisture Protection	07 41 13	Metal Roof Panels	4/30/2025	100% GMP Set
07 - Thermal and Moisture Protection	07 41 13.16	Standing-Seam Metal Roof Panels	7/6/2026	Phase 1C GMP
07 - Thermal and Moisture Protection	07 42 13	Metal Wall Panels		100% GMP Set
07 - Thermal and Moisture Protection	07 42 13.19	Insulated Metal Wall Panels	7/6/2026	Phase 1C GMP
07 - Thermal and Moisture Protection	07 54 23	THERMOPLASTIC-POLYOLEFIN (TPO) ROOFING	7/6/2026	Phase 1C GMP
07 - Thermal and Moisture Protection	07 62 00	SHEET METAL FLASHING AND TRIM	7/6/2026	Phase 1C GMP
07 - Thermal and Moisture Protection	07 71 00	ROOF SPECIALTIES	7/6/2026	Phase 1C GMP
07 - Thermal and Moisture Protection	07 72 00	ROOF ACCESSORIES	7/6/2026	Phase 1C GMP
07 - Thermal and Moisture Protection	07 92 00	JOINT SEALANTS	7/6/2026	Phase 1C GMP
08 - Openings	08 45 23	INSULATED TRANSLUCENT FIBERGLASS SANDWICH PANEL	7/6/2026	Phase 1C GMP
08 - Openings	08 11 13	HOLLOW METAL DOORS AND FRAMES	7/6/2026	Phase 1C GMP
08 - Openings	08 14 16	FLUSH WOOD DOORS	7/6/2026	Phase 1C GMP
08 - Openings	08 33 23	OVERHEAD COILING DOORS	7/6/2026	Phase 1C GMP
08 - Openings	08 36 13	SECTIONAL DOORS	4/30/2025	100% GMP Set
08 - Openings	08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	7/6/2026	Phase 1C GMP
08 - Openings	08 71 00	DOOR HARDWARE	7/6/2026	Phase 1C GMP
08 - Openings	08 80 00	GLAZING	7/6/2026	Phase 1C GMP
08 - Openings	08 91 19	FIXED LOUVERS	7/6/2026	Phase 1C GMP
09 - Finishes	09 22 16	NON-STRUCTURAL METAL FRAMING	7/6/2026	Phase 1C GMP
09 - Finishes	09 29 00	GYPSUM BOARD	7/6/2026	Phase 1C GMP
09 - Finishes	09 30 13	CERAMIC TILING	7/6/2026	Phase 1C GMP
09 - Finishes	09 51 23	ACOUSTICAL TILE CEILINGS	7/6/2026	Phase 1C GMP
09 - Finishes	09 54 26	SUSPENDED WOOD CEILINGS	7/6/2026	Phase 1C GMP
09 - Finishes	09 65 13	RESILIENT BASE AND ACCESSORIES	7/6/2026	Phase 1C GMP
09 - Finishes	09 65 19	RESILIENT TILE FLOORING	7/6/2026	Phase 1C GMP
09 - Finishes	09 67 23	RESINOUS FLOORING	7/6/2026	Phase 1C GMP
09 - Finishes	09 68 13	TILE CARPETING	7/6/2026	Phase 1C GMP
09 - Finishes	09 91 23	INTERIOR PAINTING	7/6/2026	Phase 1C GMP
09 - Finishes	09 96 00	HIGH-PERFORMANCE COATINGS	7/6/2026	Phase 1C GMP
10 - Specialties	10 56 00	STORAGE EQUIPMENT	7/6/2026	Phase 1C GMP
10 - Specialties	10 21 13	Toilet Compartments		100% GMP Set
10 - Specialties	10 21 13.19	Plastic Toilet Compartments	7/6/2026	Phase 1C GMP
10 - Specialties	10 28 00	TOILET, BATH, AND LAUNDRY ACCESSORIES	7/6/2026	Phase 1C GMP
10 - Specialties	10 44 13	FIRE PROTECTION CABINETS	7/6/2026	Phase 1C GMP
10 - Specialties	10 44 16	FIRE EXTINGUISHERS	7/6/2026	Phase 1C GMP
10 - Specialties	10 73 00	OVERHEAD SUPPORTED ALUMINUM CANOPY	7/6/2026	Phase 1C GMP
11 - Equipment	11 11 00	VEHICLE SERVICE EQUIPMENT	7/6/2026	Phase 1C GMP
11 - Equipment	11 11 13	COMPRESSED AIR VEHICLE SERVICE EQUIPMENT	7/6/2026	Phase 1C GMP
11 - Equipment	11 11 26	VEHICLE WASH EQUIPMENT	7/6/2026	Phase 1C GMP
11 - Equipment	11 11 29	VEHICLE SHOP EQUIPMENT	7/6/2026	Phase 1C GMP
11 - Equipment	11 11 40	RELOCATION OF EXISTING EQUIPMENT DIRECTIVES	7/6/2026	Phase 1C GMP
11 - Equipment	11 24 19	VACUUM EQUIPMENT	7/6/2026	Phase 1C GMP
12 - Furnishings	12 24 13	ROLLER WINDOW SHADES	7/6/2026	Phase 1C GMP
12 - Furnishings	12 36 61	Simulated Stone Countertops		100% GMP Set
12 - Furnishings	12 36 61.16	Solid Surfacing Countertops	7/6/2026	Phase 1C GMP
12 - Furnishings	12 36 61.19	Quartz Agglomerate Countertops	7/6/2026	Phase 1C GMP
13 - Special Construction	13 12 50	METAL BUILDING SYSTEMS	7/6/2026	Phase 1C GMP
13 - Special Construction	13 12 50.R1	METAL BUILDING SYSTEMS R1	4/30/2025	100% GMP Set
14 - Conveying Equipment	14 45 00	VEHICLE LIFTS	7/6/2026	Phase 1C GMP
21 - Fire Suppression	21 05 00	COMMON WORK RESULTS FOR FIRE SUPPRESSION	7/6/2026	Phase 1C GMP
21 - Fire Suppression	21 05 23	GENERAL-DUTY VALVES FOR WATER-BASED FIRE-SUPPRESSION PIPING	7/6/2026	Phase 1C GMP
21 - Fire Suppression	21 05 29	HANGERS AND SUPPORTS FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT	7/6/2026	Phase 1C GMP
21 - Fire Suppression	21 05 53	IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT	7/6/2026	Phase 1C GMP
21 - Fire Suppression	21 11 19	FIRE DEPARTMENT CONNECTIONS	7/6/2026	Phase 1C GMP
21 - Fire Suppression	21 13 13	WET-PIPE SPRINKLER SYSTEMS	7/6/2026	Phase 1C GMP
21 - Fire Suppression	211316	DRY-PIPE SPRINKLER SYSTEMS	7/6/2026	Phase 1C GMP
21 - Fire Suppression	213113	ELECTRIC-DRIVE, CENTRIFUGAL FIRE PUMPS	7/6/2026	Phase 1C GMP
22 - Plumbing	220500	COMMON WORK RESULTS FOR PLUMBING	7/6/2026	Phase 1C GMP

22 - Plumbing	220523	GENERAL-DUTY VALVES FOR PLUMBING PIPING	7/6/2026	Phase 1C GMP
22 - Plumbing	220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	7/6/2026	Phase 1C GMP
22 - Plumbing	220548	Vibration and Seismic Controls for Plumbing Piping and Equipment	4/30/2025	100% GMP Set
22 - Plumbing	220548.13	Vibration Controls for Plumbing Piping and Equipment	7/6/2026	Phase 1C GMP
22 - Plumbing	220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	7/6/2026	Phase 1C GMP
22 - Plumbing	220593	TESTING, ADJUSTING, AND BALANCING FOR PLUMBING	7/6/2026	Phase 1C GMP
22 - Plumbing	220719	PLUMBING PIPING INSULATION	7/6/2026	Phase 1C GMP
22 - Plumbing	221116	DOMESTIC WATER PIPING	7/6/2026	Phase 1C GMP
22 - Plumbing	221119	DOMESTIC WATER PIPING SPECIALTIES	7/6/2026	Phase 1C GMP
22 - Plumbing	221123	Domestic Water Pumps		100% GMP Set
22 - Plumbing	221123.21	Inline, Domestic Water Pumps	7/6/2026	Phase 1C GMP
22 - Plumbing	221316	SANITARY WASTE AND VENT PIPING	7/6/2026	Phase 1C GMP
22 - Plumbing	221319	SANITARY WASTE PIPING SPECIALTIES	7/6/2026	Phase 1C GMP
22 - Plumbing	221319.13	Sanitary Drains	7/6/2026	Phase 1C GMP
22 - Plumbing	223300	ELECTRIC, DOMESTIC-WATER HEATERS	7/6/2026	Phase 1C GMP
22 - Plumbing	223400	FUEL-FIRED, DOMESTIC-WATER HEATERS	7/6/2026	Phase 1C GMP
22 - Plumbing	224200	COMMERCIAL PLUMBING FIXTURES	7/6/2026	Phase 1C GMP
22 - Plumbing	224500	EMERGENCY PLUMBING FIXTURES	7/6/2026	Phase 1C GMP
22 - Plumbing	224700	DRINKING FOUNTAINS AND WATER COOLERS	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230500	COMMON WORK RESULTS FOR HVAC	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230548	Vibration and Seismic Controls for HVAC		100% GMP Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230548.13	Vibration Controls for HVAC	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230713	DUCT INSULATION	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230716	HVAC EQUIPMENT INSULATION	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230719	HVAC PIPING INSULATION	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230923	DIRECT DIGITAL CONTROL (DDC) SYSTEM FOR HVAC	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230923.19	Moisture Instruments	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230923.23	Pressure Instruments	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230923.27	Temperature Instruments	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	231123	FACILITY NATURAL-GAS PIPING	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	232300	REFRIGERANT PIPING	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233113	METAL DUCTS	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233300	AIR DUCT ACCESSORIES	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233346	FLEXIBLE DUCTS	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233400	HVAC FANS	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233439	HIGH-VOLUME, LOW-SPEED FANS	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233600	AIR TERMINAL UNITS	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233713	Diffusers, Registers, and Grilles		100% GMP Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233713.13	Air Diffusers	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233713.23	Registers and Grilles	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	235123	GAS VENTS	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	235523	Gas-Fired Radiant Heaters		100% GMP Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	235523.13	Low-Intensity, Gas-Fired, Radiant Heaters	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	237416.11	Packaged, Small-Capacity, Rooftop Air-Conditioning Units	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	238126	SPLIT-SYSTEM AIR-CONDITIONERS	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	238126.1	Ductless Split Systems	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	238239	Unit Heaters		100% GMP Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	238239.19	Wall and Ceiling Unit Heaters	7/6/2026	Phase 1C GMP
26 - Electrical	260010	SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL	7/6/2026	Phase 1C GMP
26 - Electrical	260011	FACILITY PERFORMANCE REQUIREMENTS FOR ELECTRICAL	7/6/2026	Phase 1C GMP
26 - Electrical	260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	7/6/2026	Phase 1C GMP
26 - Electrical	260523	Control-Voltage Electrical Power Cables		100% GMP Set
26 - Electrical	260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	7/6/2026	Phase 1C GMP
26 - Electrical	260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	7/6/2026	Phase 1C GMP
26 - Electrical	260533	Raceway and Boxes for Electrical Systems	4/30/2025	100% GMP Set
26 - Electrical	260533.13	Conduits for Electrical Systems	7/6/2026	Phase 1C GMP
26 - Electrical	260533.16	BOXES AND COVERS FOR ELECTRICAL SYSTEMS	7/6/2026	Phase 1C GMP
26 - Electrical	260543	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	7/6/2026	Phase 1C GMP
26 - Electrical	260544	SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING	7/6/2026	Phase 1C GMP
26 - Electrical	260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	7/6/2026	Phase 1C GMP
26 - Electrical	260923	LIGHTING CONTROL DEVICES	7/6/2026	Phase 1C GMP
26 - Electrical	262416	PANELBOARDS	7/6/2026	Phase 1C GMP
26 - Electrical	262726	WIRING DEVICES	7/6/2026	Phase 1C GMP
26 - Electrical	262813	FUSES	7/6/2026	Phase 1C GMP
26 - Electrical	262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	7/6/2026	Phase 1C GMP
26 - Electrical	262913	Enclosed Controllers		100% GMP Set
26 - Electrical	262913.03	Manual and Magnetic Motor Controllers	7/6/2026	Phase 1C GMP
26 - Electrical	262933	CONTROLLERS FOR FIRE PUMP DRIVERS	7/6/2026	Phase 1C GMP
26 - Electrical	263213	Engine Generators		100% GMP Set
26 - Electrical	263213.16	Gas Engine Driven Generators Sets	7/6/2026	Phase 1C GMP
26 - Electrical	263343	BATTERY CHARGERS	7/6/2026	Phase 1C GMP
26 - Electrical	263600	TRANSFER SWITCHES	7/6/2026	Phase 1C GMP
26 - Electrical	264113	LIGHTNING PROTECTION FOR STRUCTURES	7/6/2026	Phase 1C GMP
26 - Electrical	264313	SURGE PROTECTIVE DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS	7/6/2026	Phase 1C GMP
26 - Electrical	265119	LED INTERIOR LIGHTING	7/6/2026	Phase 1C GMP
26 - Electrical	265213	EMERGENCY AND EXIT LIGHTING	7/6/2026	Phase 1C GMP
26 - Electrical	265619	LED EXTERIOR LIGHTING	7/6/2026	Phase 1C GMP
27 - Communications	27 11 19	COMMUNICATIONS TERMINATIONS BLOCKS AND PATCH PANELS	4/30/2025	100% GMP Set
27 - Communications	27 11 26	COMMUNICATIONS RACK MOUNTED POWER DISTRIBUTION	4/30/2025	100% GMP Set

27 - Communications	270000	Communications	4/30/2025	100% GMP Set
27 - Communications	270010	SUPPLEMENTAL REQUIREMENTS FOR COMMUNICATIONS	7/6/2026	Phase 1C GMP
27 - Communications	270500	COMMON WORK RESULTS FOR COMMUNICATIONS SYSTEMS	4/30/2025	100% GMP Set
27 - Communications	270526	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	7/6/2026	Phase 1C GMP
27 - Communications	270528	PATHWAYS FOR COMMUNICATIONS SYSTEMS	7/6/2026	Phase 1C GMP
27 - Communications	270529	HANGERS AND SUPPORTS FOR COMMUNICATIONS SYSTEMS	7/6/2026	Phase 1C GMP
27 - Communications	270536	CABLE TRAYS FOR COMMUNICATIONS SYSTEMS	7/6/2026	Phase 1C GMP
27 - Communications	270543	UNDERGROUND DUCTS AND RACEWAYS FOR COMMUNICATIONS SYSTEMS	7/6/2026	Phase 1C GMP
27 - Communications	270544	SLEEVES AND SLEEVE SEALS FOR COMMUNICATIONS PATHWAYS AND CABLING	7/6/2026	Phase 1C GMP
27 - Communications	270553	IDENTIFICATION FOR COMMUNICATIONS SYSTEMS	7/6/2026	Phase 1C GMP
27 - Communications	270800	COMMISSIONING OF COMMUNICATIONS SYSTEMS	4/30/2025	100% GMP Set
27 - Communications	271100	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	7/6/2026	Phase 1C GMP
27 - Communications	271113	COMMUNICATIONS ENTRANCE PROTECTION	4/30/2025	100% GMP Set
27 - Communications	271116	COMMUNICATIONS RACKS, FRAMES, AND ENCLOSURES	7/6/2026	Phase 1C GMP
27 - Communications	271123	COMMUNICATIONS CABLE MANAGEMENT AND LADDER RACK	4/30/2025	100% GMP Set
27 - Communications	271313	COMMUNICATIONS COPPER BACKBONE CABLING	7/6/2026	Phase 1C GMP
27 - Communications	271323	COMMUNICATIONS OPTICAL FIBER BACKBONE CABLING	7/6/2026	Phase 1C GMP
27 - Communications	271513	COMMUNICATIONS COPPER HORIZONTAL CABLING	7/6/2026	Phase 1C GMP
27 - Communications	271523	COMMUNICATIONS OPTICAL FIBER HORIZONTAL CABLING	7/6/2026	Phase 1C GMP
27 - Communications	271543	COMMUNICATIONS FACEPLATES AND CONNECTORS	4/30/2025	100% GMP Set
27 - Communications	271619	COMMUNICATIONS PATCH CORDS AND WORKSTATION CORDS	4/30/2025	100% GMP Set
27 - Communications	272133	DATA COMMUNICATIONS WIRELESS ACCESS POINTS	4/30/2025	100% GMP Set
27 - Communications	274100	Audio-Video Systems	4/30/2025	100% GMP Set
28 - Electronic Safety and Security	280000	Electronic Safety and Security	4/30/2025	100% GMP Set
28 - Electronic Safety and Security	280500	Common Work Results for Electronic Safety and Security	4/30/2025	100% GMP Set
28 - Electronic Safety and Security	280513	CONDUCTIORS AND CABLES FOR ELECTRONIC SAFETY AND SECURITY	4/30/2025	100% GMP Set
28 - Electronic Safety and Security	280800	COMMISSIONING OF ELECTRONIC SAFETY AND SECURITY SYSTEMS	4/30/2025	100% GMP Set
28 - Electronic Safety and Security	281300	ACCESS CONTROL	4/30/2025	100% GMP Set
28 - Electronic Safety and Security	282300	CCTV AND VIDEO SURVEILLANCE	4/30/2025	100% GMP Set
28 - Electronic Safety and Security	284621.11	Addressable Fire-Alarm Systems	7/6/2026	Phase 1C GMP
28 - Electronic Safety and Security	285500	FIRE STATION ALERTING SYSTEM	4/30/2025	100% GMP Set
32 - Exterior Improvements	32 9200	TURF AND LAWN GRASSES	7/6/2026	Phase 1C GMP
32 - Exterior Improvements	323113	Chain Link Fences and Gates	9/27/2024	Fence Spec
32 - Exterior Improvements	328400	PLANTING IRRIGATION	7/6/2026	Phase 1C GMP
32 - Exterior Improvements	329300	PLANTS	7/6/2026	Phase 1C GMP
33 - Utilities	330010	FDOT Details	8/28/2024	100% S&S
33 - Utilities	330020	CoPC - Standard IT Construction Details	7/6/2026	Phase 1C GMP
33 - Utilities	335000	FUELING SYSTEM – BASIC MECHANICAL REQUIREMENTS	7/6/2026	Phase 1C GMP
33 - Utilities	335050	FUELING SYSTEM – ABOVEGROUND STORAGE TANKS	7/6/2026	Phase 1C GMP
33 - Utilities	335060	FUELING SYSTEM – PIPE AND FITTINGS	7/6/2026	Phase 1C GMP
33 - Utilities	335065	FUELING SYSTEM – COATINGS	7/6/2026	Phase 1C GMP
33 - Utilities	335100	FUELING SYSTEM – VALVES	7/6/2026	Phase 1C GMP
33 - Utilities	335140	FUELING SYSTEM – PUMPS	7/6/2026	Phase 1C GMP
33 - Utilities	335170	FUELING SYSTEM – GAUGES AND EQUIPMENT	7/6/2026	Phase 1C GMP
40 - Process Interconnections	40 22 16	LUBRICATING OILS PROCESS PIPING	7/6/2026	Phase 1C GMP
41 - Material Processing and Handling Equipment	41 22 00	CRANES AND HOISTS	7/6/2026	Phase 1C GMP
Appendix A	See 330020	CoPC IT Construction Design and Speficiation Standards	7/6/2026	Phase 1C GMP

SECTION 3

- **Cost Details:**
  - **Trade Contractor Bid Leveling/Comparisons – Recommendation to Award (RTA):**
    - 01A Materials Testing
    - 01B Building Envelope Consultant & Testing
    - 01C Final Cleaning
    - 03A Cast-In-Place & Tilt-Up Concrete
    - 04A Masonry
    - 05A Structural Steel & Misc. Metals
    - 06A Architectural Millwork
    - 07A Roofing
    - 07B Waterproofing
    - 07C Spray-Foam Insulation
    - 08A Doors, Frames, & Hardware
    - 08B.1 Aluminum Storefront, Curtain Wall, Glass, & Glazing
    - 08B.2 Amico Mesh Screen
    - 08C Overhead Coiling Doors
    - 09A General Trades / Drywall, Framing, & ACT
    - 09B.1 Flooring
    - 09B.2 Sealed & Polished Concrete
    - 09C Painting
    - 10A Specialties & Window Treatments
    - 10B Signage
    - 10C Aluminum Canopies
    - 11A Maintenance & Wash Equipment
    - 13A Pre-Engineered Metal Building
    - 21A Fire Suppression
    - 22A Plumbing
    - 23A HVAC & Controls
    - 26A Electrical & Fire Alarm

        - 27A Tel/Data, Audio Visual, & Security (Included in 26A)
        - 32B Landscape & Irrigation
        - 32C Fence & Gates
        - 48A Photovoltaic Solar Equipment
- General Conditions
        - Construction Staffing
        - Construction Site Services & Craft Labor (Next 150)
- Owner Allowances
- Trade Allocations
- Builder's Risk Insurance Quote

Bid Leveling Sheet

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Selected Bidder

Trade Contractor Quote Date	7/30/26																
Gilbane Team Member Responsible for Scope	Berat Akkaya		Legacy				Meskel & Associates Engineering				Terracon				ECS Florida LLC		
			(954) 938-0028														
			Thomas Benghani				Phillip H. Harbison, Jr.				Thiago Faria				Victor Faltas		
E-mail Address	Bakkaya@gilbaneco.com		agtom@aol.com														
Phone Number	(904)200-8204																
Bid Package 01A	**Materials Testing**		$ 59,888				$ 162,350				$ 140,340				$ 64,023		
			Y,N,G,OA,CA	**Value ($)**	**Comments**		**Y,N,G,OA,CA**	**Value ($)**	**Comments**		**Y,N,G,OA,CA**	**Value ($)**	**Comments**		**Y,N,G,OA,CA**	**Value ($)**	**Comments**
General Project Requirements																	
Trade Contractor will sign Gilbane's subcontract agreement without comment:			Y	Included			Y	Included			Y	Included	Screens & Polycarbonate		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:			Y	Included			Y	Included			Y	Included			Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:			Y	Included			Y	Included			Y	Included			Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:			Y	Included			Y	Included			Y	Included			Y	Included	
BIM participation and Execution plan			Y	Included			Y	Included			Y	Included			Y	Included	
Delegated Design			Y	Included			Y	Included			Y	Included			Y	Included	
Contract Documents			Y	Included			Y	Included			Y	Included			Y	Included	
General Requirements			Y	Included			Y	Included			Y	Included			Y	Included	
Project Manual			Y	Included			Y	Included			Y	Included			Y	Included	
Schedule			Y	Included			Y	Included			Y	Included			Y	Included	
Logistics			Y	Included			Y	Included			Y	Included			Y	Included	
Mockup			Y	Included			Y	Included			Y	Included			Y	Included	
			Y	Included			Y	Included			Y	Included			Y	Included	
Bid per Plans and Specifications?	Any alternates need to be called out		Y	Included			Y	Included			Y	Included			Y	Included	
All Addendum Included:	Addendum #1		Y	Included			Y	Included			Y	Included			Y	Included	
All Taxes			Y	Included			Y	Included			Y	Included			Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.		Y	Included			Y	Included			Y	Included			Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:			Y	Included			Y	Included			Y	Included			Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization		Y	Included			Y	Included			Y	Included			Y	Included	
Workers Comp Insurance			Y	Included			Y	Included			Y	Included			Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance		Y	Included			Y	Included			Y	Included			Y	Included	
Auto Liability			Y	Included			Y	Included			Y	Included			Y	Included	
Trade Specific Scope																	
Drawing or Specification # and Detail	**Description:**																
This Agreement shall include, but not be limited to:																	
Specific Scope of Work																	
Scope Item #1	1. Provide all testing related to the sitework scope of work, inclusive of: soil proctors, densities, concrete cylinders for paving and sidewalks.																
Additional Scope Clarifications																	
			$ 59,888				$ 162,350				$ 140,340				$ 64,023		
			$ -				$ -				$ -				$ -		
			$ -				$ -				$ -				$ -		
			$ -				$ -				$ -				$ -		
			$ -				$ -				$ -				$ -		
			$ 59,888				**$ 162,350**				**$ 140,340**				**$ 64,023**		

Bid Leveling Sheet

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Selected Bidder

Trade Contractor Quote Date	7/30/26	
Gilbane Team Member Responsible for Scope	Berat Akkaya	Gale Associates
E-mail Address	Bakkaya@gilbaneco.com	407-599-7031
Phone Number	(904)200-8204	Alan Craigo
		asc@gainc.com
		$ 57,400

Bid Package 01B	Building Envelope Consultant	Y/N/C/A/CA	Value ($)	Comments
General Project Requirements				
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Y	Included	
BIM participation and Execution plan		Y	Included	
Delegated Design		Y	Included	
Contract Documents		Y	Included	
General Requirements		Y	Included	
Project Manual		Y	Included	
Schedule		Y	Included	
Logistics		Y	Included	
Mockup		Y	Included	
Bid per Plans and Specifications?	Any alternates need to be called out	Y	Included	
All Addendum Included:	Addendum #1	Y	Included	
All Taxes		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included	
Workers Comp Insurance		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included	
Auto Liability		Y	Included	
Trade Specific Scope				
Drawing or Specification # and Detail	**Description:**			
This Agreement shall include, but not be limited to:				
Specific Scope of Work				
Scope Item #1	**1.** Furnish and install all labor, material, equipment and supervision required to complete all Building Envelope Consultant and related work as required by and in accordance with the Drawings, Specifications and all applicable Contract Documents.	Y	Included	
Scope Item #2	2. Include Professional Liability Insurance.	Y		
Scope Item #3	**3. Design document review:** Perform one independent third party review of building envelope systems and components in the 100% Construction Documents and specifications. Evaluate	Y		
Scope Item #4	**4. Submittal and shop drawing review:** Review on submission of product data and shop drawings for roofing, storefront, wall	Y		

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26	Gale Associates		
		407-599-7031		
Gilbane Team Member Responsible for Scope	Berat Akkaya	Alan Craigo		
E-mail Address	Bakkaya@gilbaneco.com	asc@gainc.com		
Phone Number	(904)200-8204			
Bid Package 01B	**Building Envelope Consultant**	$		57,400
Scope Item #5	**5. On site coordination meeting:** Conduct one on-site coordination meeting with the building envelope trade contractors, design team, and Gilbane to review the building enclosure systems.	Y		
Scope Item #6	**6. Periodic Inspections:** Perform a minimum of five periodic observation inspections during construction to review compliance with the contract documents. Provide written reports documenting observations and recommended action items. Provide unit cost if additional inspections are necessary.	Y		
Scope Item #7	**7. Perform In-Situ Air & Water Testing:** Conduct a minimum of three performance verification tests on building enclosure system installations. Performance verification testing shall include testing installed fenestration systems for air and water leakage in accordance with the appropriate ASTM standards utilizing calibrated spray rack equipment and interior air pressure chambers. Air and water leakage tests are to be conducted before interior finishes are installed to provide direct examination for detection of leaks during the tests and to enable glazing removal and reinstallation to correction construction deficiencies (if any) in the event of a failure of the test. Provide written test reports documenting the testing results and provide suggestions for acceptance or rejection of fenestration system and/or components. Provide unit cost if additional testing or re-testing is necessary.	Y		
Additional Scope Clarifications				

$	57,400
$	-
$	-
$	-
$	-
$	**57,400**

Bid Leveling Sheet

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Selected Bidder

		Custom Building Cleaning Services			Ashford Cleaning Sevices			Gato Cleaning LLC		
Trade Contractor Quote Date	7/30/26									
Gilbane Team Member Responsible for Scope	Berat Akkaya	(954) 938-0028			(904) 396-7090			904-859-5789		
E-mail Address	Bakkaya@gilbaneco.com	Thomas Benghani			Maksim			Eder Bonilla		
Phone Number	(904)200-8204	agtom@aol.com			estimating@ashfordservices.com			info@gatocleaning.com		
Bid Package 01C	**Final Cleaning**	No Bids Received			$ 17,500			$ 23,055		
		Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
General Project Requirements										
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:					Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:					Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:					Y	Included		Y	Included	
BIM participation and Execution plan					Y	Included		Y	Included	
Delegated Design					Y	Included		Y	Included	
Contract Documents					Y	Included		Y	Included	
General Requirements					Y	Included		Y	Included	
Project Manual					Y	Included		Y	Included	
Schedule					Y	Included		Y	Included	
Logistics					Y	Included		Y	Included	
Mockup					Y	Included		Y	Included	
					Y	Included		Y	Included	
Bid per Plans and Specifications?	Any alternates need to be called out				Y	Included		Y	Included	
All Addendum Included:	Addendum #1				Y	Included		Y	Included	
All Taxes					Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.				Y	Included		Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:					Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization				Y	Included		Y	Included	
Workers Comp Insurance					Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance				Y	Included		Y	Included	
Auto Liability					Y	Included		Y	Included	
Trade Specific Scope										
Drawing or Specification # and Detail	**Description:**									
This Agreement shall include, but not be limited to:										
Specific Scope of Work										
Scope Item #1	1. Perform complete all "Final Cleaning" and related work as required by an in accordance with the Conditions of Contract, Drawings, Specifications and elaborations below. The work shall include all labor material, equipment, layout, supervision, temporary, miscellaneous, and related items necessary to complete all of the work.				Y'			Y'		
Scope Item #2	2. Interior and exterior glass cleaning (storefronts, curtain walls, headers, etc.)				Y	Included		Y	Included	
Scope Item #3	3. Razor blades will not be permitted for use on any finished metals or glass on the project.				Y	Included		Y	Included	
Scope Item #4	4. Remove foreign matter, marks, stains, dust, foreign paint, fingerprints, soil and dirt from (and have in a polished condition where applicable) the following: painted,				Y	Included		Y	Included	
Scope Item #5	5. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer. And material as approved by the Arch/Engineer. No acid will be allowed on the project.				Y	Included		Y	Included	
Scope Item #6	6. Remove and discard all existing temporary protection material (tape, plastic, craft paper, etc.) from floors, walls equipment, doors, electrical fixtures, supply air grilles, casework, etc. installed by others.				Y	Included		Y	Included	
Scope Item #7	7. Remove protection covering, clean and sanitize all countertops, appliances, sinks, showers, plumbing fixtures, etc. Remove all debris from garbage disposal. If any				Y	Included		Y	Included	
Scope Item #8	8. Clean all window sills, and door sills.				Y	Included		Y	Included	
Scope Item #9	9. Clean all cabinetry, shelving, and display cases (inside, outside top and bottom) including items such as the shelves, pull drawers, hinges, light-rails, countertops, above				Y	Included		Y	Included	
Scope Item #10	10. Clean and dust all mechanical and electrical equipment in specified rooms and at roof. No water is to be used on this equipment. Wipe down thoroughly all equipment.				Y	Included		Y	Included	
Scope Item #11	11. Pressure washing of the exterior of the building when directed by Gilbane this includes Wash Building and Maintenance Building.				Y	Included		Y	Included	
Scope Item #12	12. Pressure washing of pedestrian sidewalks.				Y	Included		Y	Included	
Scope Item #13	13. This Final cleaning scope to include three (3) mobilizations, Final cleaning scope as defined in this scope. Include rough cleaning of all building interiors as directed by Gilbane prior to substantial completion, and one time touch-up/spot cleaning after final cleaning.				Y	Included		Y	Included	
Additional Scope Clarifications										
					$		17,500	$		23,055
		$		-	$		-	$		-
		$		-	$		-	$		-
		$		-	$		-	$		-
		$		-	$		-	$		-
		$		-	$		17,500	$		23,055

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

		VMG Concrete			Genesis			AA Pitman		
Trade Contractor Quote Date	7/30/26	407-462-6192						904-731-8178		
Gilbane Team Member Responsible for Scope	Berat Akkaya	Eric Martinez			Richard Ionadi			Brendan Haverty		
E-mail Address	Bakkaya@gilbaneco.com	eric@vmgconstructioninc10.com			richard@genesisconcretestructures.com			brendan@pittmanconcrete.com		
Phone Number	(904)200-8204									
Bid Package 03A	**Concrete**	$ 5,431,192			$ 3,881,000			$ 5,743,325		
		Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
General Project Requirements										
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Y	Included		Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Y	Included		Y	Included		Y	Included	
BIM participation and Execution plan		Y	Included		Y	Included		Y	Included	
Delegated Design		Y	Included		Y	Included		Y	Included	
Contract Documents		Y	Included		Y	Included		Y	Included	
General Requirements		Y	Included		Y	Included		Y	Included	
Project Manual		Y	Included		Y	Included		Y	Included	
Schedule		Y	Included	5-6 weeks+ to lifting and bracing	Y	Included		Y	Included	
Logistics		Y	Included		Y	Included		Y	Included	
Mockup		Y	Included		Y	Included		Y	Included	
Bid per Plans and Specifications?	Any alternates need to be called out	Y	Included		Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Y	Included		Y	Included		Y	Included	
All Taxes		Y	Included		Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Y	Included		Y	Included		Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Y	Included		Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included		Y	Included		Y	Included	
Workers Comp Insurance		Y	Included		Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included		Y	Included		Y	Included	
Auto Liability		Y	Included		Y	Included		Y	Included	
Trade Specific Scope										
Drawing or Specification # and Detail	**Description:**									
This Agreement shall include, but not be limited to:										
Specific Scope of Work										
Scope Item #1	Provide a turnkey concrete package to include foundations, slab on grade, elevated decks, site cast tilt wall panels, concrete treads over steel pan stairs, and sidewalks.	Y	Included		G	$ 2,861,818		Y	Included	
Scope Item #2	Include all excavation, dewatering, and backfill required to complete this scope of work. Provide 12" #57 stone under all put foundation and spread footings that are -3.0' below finish floor.	Y	Included		Y	Included		Y	Included	
Scope Item #3	Include all slabs, stairs, ramps, concrete benches as indicated referencing structural and architectural drawings.	Y	Included		Y	Included		Y	Included	
Scope Item #4	Provide clean up, after each pour, to remove concrete excess piles. Clean any concrete overspray or splatter immediately. This contractor to provide their own washout container to recycle material and provide recycle tickets to GILBANE.	Y	Included		Y	Included		Y	Included	
Scope Item #5	Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Y	Included		Y	Included		Y	Included	
Scope Item #6	Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Y	Included		Y	Included		Y	Included	
Scope Item #7	Install all concrete anchor bolts supplied by OTHERS. All anchor bolts shall be furnished by Steel Trade Contractor along with templates. Anchor bolts shall be laid out and installed by this Trade Contractor. This contractor is responsible for temporary protection of anchor bolts after concrete pours. Provide anchor bolt survey after concrete pours.	Y	Included	Includes survey before and after	Y	Included		Y	Included	
Scope Item #8	Receipt, unloading, staging, protection and installation of hollow metal frames within tilt up openings shall be provided by this trade contractor. Include bituminous coating of interior throat of all HM Frames.	y	Included		y	Included		y	Included	
Scope Item #9	Hoisting engineering shall be provided by this Trade Contractor as required, including the crane plan as detailed in the Gilbane Safety plan. FL Licensed PE needs to sign off on critical lifts, including lifts that include crawler cranes walking with panels.	Y	Included	Engineering not required for lifting of tilt up panels; no panels will be walked with the crane	Y	Included		Y	Included	
Scope Item #10	This trade contractor is to provide all drill and epoxy from concrete work to masonry walls.	N	$ -	Not included. Included in BP 04A Masonry.	N			N		
Scope Item #11	Rubbing of all tilt-up walls shall be provided by this Trade Contractor.	y	Included		y	Included		y	Included	
Scope Item #12	Provide all soil termite treatments for all areas under concrete. Provide all admixtures, waterproofing, vapor barriers/retarders, waterstops, expansion joint assemblies, control joints.	y	Included		y	Included		y	Included	
Scope Item #13	This Trade Contractor includes all expansion material with zip strip for all sidewalks and pavement.	y	Included		y	Included		y	Included	
Scope Item #14	All welding/bolting/screwing required for the erection of tilt up panels shall be provided by this Trade Contractor.	y	Included		y	Included		y	Included	
Scope Item #15	Furnish all embeds that get cast-in concrete, including but not limited to; panel-to-panel, panel to-foundations, panel to girt embeds. See Alternate #2 for breakout cost.	N	$ -	**Check 05A for scope duplication	G	$ 64,251		G	$ 64,251	
Scope Item #16	Furnish all trench drains, grates as well as bent plates, embeds that gets cast in concrete foundations and SOG to be furnished by this contractor in locations including but not limited to where it's clearly shown on contract documents at openings, overhead door jambs, pits at maintenance building, pits at wash building, equipment trenches.	N	$ -	Installation of all embeds that gets cast-in concrete is included, FURNISHED BY OTHERS	N			N		
Scope Item #17	Provide minimum 60-day rental for tilt-up wall bracing.	CA	$ 16,000	Additional 30 day extension will cost $16K	Y	Included		Y	Included	
Scope Item #18	All site concrete pavement to be 7.5", include dowels and sheet metal bottom strips at all EJ locations per detail C3 on C08.7.	Y	Included	Does not include Contraction Joints	Y	Included		Y	Included	
Scope Item #19	Include foundations for water filling station, flagpole.	Y	Included		Y	Included		Y	Included	
Scope Item #20	Furnish and Install all bollards, reference site drawings and architectural drawings for final count.	Y	Included	Installaton of 185 Bollards only, Furnished by Others	Y	Included		Y	Included	
Scope Item #21	CIP Wall and Seat at Patio per details D1 and D2 on 1S-402.	y	Included		y	Included		y	Included	
Scope Item #22	Provide all deepened foundations including pipe sleeves that are 3" larger than pipe diameter for MEP crossings per detail A5 on 1S-401.	y	Included		y	Included		y	Included	
Scope Item #23	Trade contractor asserts that the 2nd floor deck does not require any temporary shores, guys, braces or supports. This Trade Contractor shall be solely responsible for temporary measures and coordination to ensure that structural integrity is not compromised before, during and after concrete placement.	y	Included	Plans don't call for thickness, assumed normal weight concrete 5" with WW1.4	y	Included		y	Included	
Scope Item #24	"Hot Box" for field concrete cylinders if required by the project testing lab or specification shall be furnished by this trade contractor.	Y	Included		Y	Included		Y	Included	

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

		VMG Concrete			Genesis			AA Pitman		
Trade Contractor Quote Date	7/30/26									
Gilbane Team Member Responsible for Scope	Berat Akkaya	407-462-6192 Eric Martinez			Richard Ionadi			904-731-8178 Brendan Haverty		
E-mail Address	Bakkaya@gilbaneco.com	eric@vmgconstructioninc10.com			richard@genesisconcretestructures.com			brendan@pittmanconcrete.com		
Phone Number	(904)200-8204									
Bid Package 03A	**Concrete**	$		5,431,192	$		3,881,000	$		5,743,325
Scope Item #25	Provide fine grading and compaction of all sidewalk areas prior to forming and pouring of said sidewalks.	Y	Included		Y	Included		Y	Included	
Scope Item #26	Outermost building corners of each major area of the building shall be set by a Licensed and Insured Surveyor hired by Others, licensed surveyor shall set pins at 10' offsets, or as directed in the field, for use by this trade contractor in preparing batter boards.	Y	Included		Y			Y		
Scope Item #27	Include foundation formwork survey prior to pouring foundations in accordance with City of Palm Coast requirements.	N		Gilbane agrees - DMRP will provide	N			N		
Scope Item #28	This trade contractor shall furnish and install all safety railings at window openings, door openings, second floor/stair/elevation changes to meet OSHA and Gilbane's Safety Manual. This Trade Contractor shall remove all safety railing when directed in writing by Gilbane.	Y	Included		Y			Y		
Scope Item #29	Submit stamped design/shop drawings within fourteen (14) days of signed contract or notice of award whichever comes first.	Y	Included		Y			Y		
Scope Item #30	Furnish and install all reveals as shown on the contract documents.	Y	Included		Y			Y		
Scope Item #31	This trade contractor shall install and remove at the end of construction all casting beds. Removal may be at the end of the project, include additional mobilization accordingly.	Y	Included		Y			Y		
Scope Item #32	This trade contractor shall provide construction of (4) plan tables in the office trailer for Gilbane.	Y	Included		Y			Y		
Scope Item #33	This Trade Contractor shall provide 20 fire extinguisher stands as directed by Gilbane.	Y	Included		Y			Y		
Scope Item #34	This Trade contractor shall construct four wooden double cleated ladders in accordance with Gilbane's safety plan as directed by Gilbane for access between floors prior to permanent or temporary stairs being installed.	Y	Included		Y			Y		
Additional Scope Clarifications										
Clarification #1	Scope Item #2 - Include Xypex and Xypex Concentrate at all Pits located in wash building and fleet maintenance	N	$ -	Not included.	N	$ -		N	$ -	
Clarification #2	Scope Item #8 - Provide unit cost of post install (1) 3070 HM Frame, frames will be dimpled, anchors will be provided by others	y	Included	Unit Cost - $1,500 EACH	y	Included		y	Included	
Clarification #3	All panels braced to outside with badgers	ca	$ 38,000	$38,000	G	$ 38,000		CA	$ 38,000	
Clarification #4	Potential revised casting bed quantity cost savings	N	$ -		N	$ -		N	$ -	
Clarification #5	Add WW1.4 at all pedestrian sidewalks	N	$ 3,500		G	$ 3,500		G	$ 3,500	
Clarification #6	Housekeeping Pads, Generator Pad (2) located by Maintenance building and Wash Building	Y	Included		Y	Included		Y	Included	
Clarification #7	Stair #1 concrete threads	Y	Included		Y	Included		Y	Included	
Clarification #8	Exterior Louvers will be in separate frame than HM frames, include rebar, crack bars etc at these locations and stop insulation at anchoring point for canopies.	N	$ 6,000	15 at $400 per location	G	$ 6,000		G	$ 6,000	
	Elevated Deck Allocation	CA	$ 30,000	$30,000	CA	$ 30,000		CA	$ 30,000	
	Bollard Modification Allocation	CA	$ 20,000	$20,000	CA	$ 20,000		CA	$ 20,000	
Allowances										
Owner Allowance	**Description:**									
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.										
Allocations										
Contractor / Trade Allocation	**Description:**									
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.										
Exclusion / Coordination										
Drawing or Specification # and Detail	**Description**									

Base Bid Subtotal	$ 5,431,192	$ 3,881,000	$ 5,743,325
Trade Contractor Plugs	$ 9,500	$ -	$ -
GILBANE Qualified Plugs Total	$ -	$ 2,973,569	$ 73,751
Owner Allowances	$ -	$ -	$ -
Contractor Allocations	$ 104,000	$ 50,000	$ 88,000
Reconciled Bid Amount	$ 5,544,692	$ 6,904,569	$ 5,905,076

Company _____

Name _____

Title _____

Signature _____

Date _____

$ 360,384.00

6.10%

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Pyramid Masonry			Atlantic Coast			EKB Masonry			Lighthouse Masonry			VMG Concrete		
Trade Contractor Quote Date	7/30/26			(407) 816-5740			(904) 396-4005			(904) 805-3770			407-743-0094			407-462-6192		
Gilbane Team Member Responsible for Scope	Berat Akkaya			Gregory Parsons			Jonathan Clark			Eric Kelly			Antonio Henrique			Eric Martinez		
E-mail Address	Bakkaya@gilbaneco.com			gparsons@pyramidmasonry.net			jonathan@atlcoast.org			eric@ekbmasonry.com			acosta@lighthousemasonry.com			eric@vmgconstructioninc10.com		
Phone Number	(904)200-8204																	
Bid Package 04A	**Masonry**			$ 546,900			$ 560,989			$ 477,925			$ 21,710			$ 648,436		
				Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements		**Required**	**Confirmation (Y/N)**															
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes								Y	Included				Only quoted Wash Station	Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes								Y	Included					Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes								Y	Included					Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes								Y	Included	P				Y	Included	
BIM participation and Execution plan		Yes								N	$ -	Not required				Y	Included	
Delegated Design		Yes								Y	Included					Y	Included	
Contract Documents		Yes								Y	Included					Y	Included	
General Requirements		Yes								Y	Included					Y	Included	
Project Manual		Yes								Y	Included					Y	Included	
Schedule		Yes								Y	Included	No issues with lead times				Y	Included	
Logistics		Yes								Y	Included					Y	Included	
Mockup		Yes								N	$ -	In-place if required				N		
		Yes																
Bid per Plans and Specifications?	Any alternates need to be called out	Yes								Y	Included					Y	Included	
All Addendum Included:	Addendum #1	Yes								Y	Included					Y	Included	
All Taxes		Yes								Y	Included					Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes								N	$ -					N		
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes								Y	Included					Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes								Y	Included					Y	Included	
Workers Comp Insurance		Yes								Y	Included					Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes								N	-	Not required				N		
Auto Liability		Yes								Y	Included					Y	Included	
		Yes																
		Yes																
Trade Specific Scope		**Required**	**Confirmation (Y/N)**															
Drawing or Specification # and Detail	**Description:**	———	———															
This Agreement shall include, but not be limited to:		Yes																
Specific Scope of Work		Yes																
Scope Item #1	1. Perform a turnkey "Masonry" work in accordance with the contract drawings and specifications. The work shall include all labor, material, equipment, layout, supervision, temporary provisions, miscellaneous and related items necessary to complete all of the work defined in contract documents.	Yes								Y	Included					Y	Included	
Scope Item #2	2. This Trade Contractor shall review and determine that dimensions are coordinated between the architectural and structural drawings prior to fabrication or start of construction. Where discrepancies occur, this Trade Contractor shall assume the large of the dimensions depicted.	Yes								Y	Included					y	Included	
Scope Item #3	3. Receipt, unloading, staging, protection and installation of hollow metal frames within CMU openings shall be provided by this Trade Contractor. Include grouting and bituminous coating for the interior throat of HM Frames.	Yes								Y	Included	EKB will receive, unload and stage only when they are mobilized on the project. Post-install HM Frames will be a change order.				y	Included	
Scope Item #4	4. Provide clean up to remove mortar and group excess piles. Clean any concrete overspray or splatter immediately.	Yes								Y	Included	For masonry grouting only.				y	Included	
Scope Item #5	5. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes								y	Included					y	Included	
Scope Item #6	6. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Yes								Y	Included					y	Included	
Scope Item #7	7. Coordination of elevation and size of all thru-wall openings shall be provided by this Trade Contractor. The layout of the openings shall be provided by others and laid out on the slab, and any opening missed shall be cut out by this Trade Contractor.	Yes								Y	Included					y	Included	
Scope Item #8	8. Hoisting engineering shall be provided by this trade contractor as required.	Yes								Y	Included					y	Included	
Scope Item #9	9. Provide all scaffolding as required to complete Masonry scope of work.	Yes								Y	Included					y	Included	
Scope Item #10	10. Furnish and install all expansion and control joints as required.	Yes								Y	Included					y	Included	
Scope Item #11	11. Include all accessories required for rated masonry assemblies including specific UL Rated head-of-wall details.	Yes								N	$ -	Gilbane agrees. Included on BP 09A Collins				N	$ -	Not included
Scope Item #12	12. Include all vertical and horizontal reinforcing steel, drill and epoxy dowels to SOG, grout filling, bond beams and bullnosed wall caps. Install lintels provided by OTHERS.	Yes								Y	Included					N	$ -	Does not include installatin of lintels.
Scope Item #13	13. This Trade Contractor shall provide temporary bracing of all walls in accordance with OSHA standards, including the engineered bracing plan.	Yes								N	$ -	N/A - Not required				Y	Included	
Scope Item #14	14. This Trade Contractor shall be responsible to furnish all work in accordance with all local, state and federal requirements.	Yes								Y	Included					Y	Included	
Scope Item #15	15. All joints to be struck or tooled. This includes CMU that is not exposed to view.	Yes								Y	Included					Y	Included	
Scope Item #16	16. Install Z-Purlin attachment and grout around Z-Purlin after attaching to plate per detail A6/15-421, include all reinforcing and grout.	Yes								N	$ -	O.K. - CA included iin BP 09A Collins				Y	Included	
Scope Item #17	17. Grout CMU at anchor points for roof ladders.	Yes								Y	Included					Y	Included	

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Pyramid Masonry			Atlantic Coast			EKB Masonry			Lighthouse Masonry			VMG Concrete		
Trade Contractor Quote Date	7/30/26			(407) 816-5740			(904) 396-4005			(904) 805-3770			407-743-0094			407-462-6192		
Gilbane Team Member Responsible for Scope	Berat Akkaya			Gregory Parsons			Jonathan Clark			Eric Kelly			Antonio Henrique			Eric Martinez		
E-mail Address	Bakkaya@gilbaneco.com			gparsons@pyramidmasonry.net			jonathan@atlcoast.org			eric@ekbmasonry.com			acosta@lighthousemasonry.com			eric@vmgconstructioninc10.com		
Phone Number	(904)200-8204																	
Bid Package 04A	**Masonry**			$ 546,900			$ 560,989			$ 477,925			$ 21,710			$ 648,436		
Additional Scope Clarifications																		
Clarification #1	Cost Escalation for March, 2028 mobilization	Yes																
Clarification #2	Precast/Steel Lintels	Yes										Lintels per B5 on 1A-531, south elevation and over HM Doors/OH Doors North elevation							
Clarification #3	Install one additional HM frame per Pre-Bid RFI #25	Yes								N	$ 1,275							
		Yes																
		Yes																
		Yes																
		Yes																
Allowances		**Required**	**Confirmation (Y/N)**															
Owner Allowance	**Description:**	———	———															
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
Allocations		**Required**	**Confirmation (Y/N)**															
Contractor / Trade Allocation	**Description:**	Yes																
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**															
Drawing or Specification # and Detail	**Description**	———	———															
		No	With Division?															
		No	Not Required															
Base Bid Subtotal				$ 546,900			$ 560,989			$ 477,925			$ 21,710			$ 648,436		
Trade Contractor Plugs				$ -			$ -			$ 1,275			$ -			$ -		
GILBANE Qualified Plugs Total				$ -			$ -			$ -			$ -			$ -		
Owner Allowances				$ -			$ -			$ -			$ -			$ -		
Contractor Allocations				$ -			$ -			$ -			$ -			$ -		
Reconciled Bid Amount				**$ 546,900**			**$ 560,989**			**$ 479,200**			**$ 21,710**			**$ 648,436**		

$ 169,236.00

35.32%

Company

Name

Title

Signature

Date

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26																
Gilbane Team Member Responsible for Scope	Berat Akkaya																
E-mail Address	Bakkaya@gilbaneco.com																
Phone Number	(904)200-8204																
					Fabco Metal Products				Hutchinson Welding & Repair				Industrial Steel				
					(386) 681-7699				(386) 336-3534				407-808-2558				
					John Smith				Robert Hutchinson				Gary Hood				
					jsmith@fabcometal.com				hutchinsonwelding@yahoo.com				sales@industrial-steel.com				
Bid Package 05A	**Structural Steel**				$ 1,063,000				No Bid				$ 1,795,000				
					Y,N,G,OA,CA	Value ($)	Comments		Y,N,G,OA,CA	Value ($)	Comments		Y,N,G,OA,CA	Value ($)	Comments		
General Project Requirements		**Required**	**Confirmation (Y/N)**		Incomplete Scope												
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes			Y	Included							Y	Included			
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes			Y	Included							Y	Included			
Trade Contractor is prequalified in Gilbane's qualification system:		Yes			Y	Included							Y	Included			
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes			Y	Included							Y	Included			
BIM participation and Execution plan		Yes			Y	Included							Y	Included			
Delegated Design		Yes			Y	Included							Y	Included			
Contract Documents		Yes			Y	Included							Y	Included			
General Requirements		Yes			Y	Included							Y	Included			
Project Manual		Yes			Y	Included							Y	Included			
Schedule		Yes			Y	Included							Y	Included			Joists/Deck - 7 weeks for shops, 7 weeks fabrication
Logistics		Yes			Y	Included							Y	Included			
Mockup		Yes			Y	Included							N	$ -			Not required
		Yes															
Bid per Plans and Specifications?	Any alternates need to be called out	Yes			Y	Included							Y	Included			
All Addendum Included:	Addendum #1	Yes			Y	Included							Y	Included			
All Taxes		Yes			Y	Included							Y	Included			
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes			N								N	$ -			
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes			Y	Included							Y	Included			
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes			Y	Included							Y	Included			
Workers Comp Insurance		Yes			Y	Included							Y	Included			
Professional Liability	If work includes delegated design, include professional liability insurance	Yes			Y	Included							Y	Included			
Auto Liability		Yes			Y	Included							Y	Included			
		Yes															
		Yes															
Trade Specific Scope		**Required**	**Confirmation (Y/N)**														
Drawing or Specification # and Detail	**Description:**	----------	----------														
This Agreement shall include, but not be limited to:		Yes															
Specific Scope of Work		Yes															
Scope Item #1	1. **Wash Building** - Furnish all labor, material, equipment, engineering, tools, supervision, layout, temporary and miscellaneous items necessary to completely install all Structural Steel, including but not limited to, all structural steel, bar joists, decking, erection, welding, metal fabrications, stairs, ladders, handrails, guardrails, decorative metal railings and related work.	Yes			Y	Included							Y	Included			
Scope Item #2	2. **Maintenance Building** - Furnish all labor, material, equipment, engineering, tools, supervision, layout, temporary and miscellaneous items necessary to completely install all metal fabrications, stairs, ladders, handrails, guardrails, decorative metal railings erection, welding and related work. Maintenance building steel frame is PEMB that is by OTHERS.	Yes			G	$ 800,000	Fabco will not bid maintenance building. Incomplete Scope.						Y	Included			
Scope Item #3	3. Bidders are requested to submit an itemized listing of this scope of work showing the items, quantity, and dollar amount for each. This listing will in no way limit the scope of work, but rather will be used to analyze the bids.	Yes			y								Y	Included			
Scope Item #4	4. Provide all hoisting required and comply with Gilbane's strict crane permitting and fall prevention safety regulations.	Yes			y								Y	Included			
Scope Item #5	5. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes			y								Y	Included			
Scope Item #6	6. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Yes			y	Included							Y	Included			
Scope Item #7	7. All embeds, bolts and panel to panel, and panel to foundation steel shall be furnished by this trade contractor at maintenance and wash buildings.	Yes			N	$ -							N	$ -			Includes embeds for structural steel only. Breakout price for panel-to-panel, panel-to-foundation embeds.
Scope Item #8	8. All anchor bolts for Wash Building shall be furnished by this trade contractor along with templates. Anchor bolts shall be laid out and installed by concrete trade contractors. Concrete trade contractor shall provide temporary protection in the form of a wooden box over all anchor bolts after concrete has hardened.	Yes			Y	Included							Y	Included			
Scope Item #9	9. All Steel shall be primed in accordance with the specification by Trade Contractor.	Yes			Y	Included							Y	Included			
Scope Item #10	10. Provide field primer paint/ or galvanized paint touch-up of all steel work as required and/or specified.	Yes			Y	Included							Y	Included			
Scope Item #11	11. All exterior steel to be galvanized.	Yes			Y	Included							Y	Included			
Scope Item #12	12. Include all HDG grating at pits along with all supplemental steel, clips and embeds cast-in concrete for a turnkey system per contract documents.	Yes			N	$ -							Y	Included			
Scope Item #13	13. Provide all bent plates, at jambs of Overhead Doors.	Yes			N	$ -							N	$ -			
Scope Item #14	14. Provide all cast-in steel angles in SOG at exterior overhead door locations.	Yes			N	$ -							Y	Included			
Scope Item #15	15. Provide embed plates to be installed into tilt wall panels by others for attaching steel columns at the wash building.	Yes			N	$ -							Y	Included			
Scope Item #16	16. Roof Deck and Joist to comply with Florida Product Approvals, Wash Building roof is rated for Category 4, 160 mph ultimate wind speeds. This contractor to include all additional material, accessories or welding that is required to comply with Florida Product approvals.	Yes			Y	Included							Y	Included			
Scope Item #17	17. Provide openings in steel and metal deck to accommodate mechanical, electrical, plumbing and fire protection penetrations. Provide reinforcement steel where necessary. Provide closure plate at metal deck where necessary. Openings in metal deck provided by this trade contractor shall be limited to framed openings. Protect all openings made by this trade contractor.	Yes			Y	Included							Y	Included			ISI will cut when on-site with Gilbane and/or Trade responsible for the roof top equipment, safety and maintenance of this opening is by OTHERS.
Scope Item #18	18. Include all roof ladders, stairs, handrails, guardrails, located in wash building and maintenance building. Include all applicable engineering and design. Metal Grate Stair #2 is exterior, include all applicable engineering per the required wind design. Include Lift Gates and Safety Tie-Off Anchor points at the Maintenance Building Mezzanine.	Yes			N								Y	Included			See clarification #1 for lift gates
Scope Item #19	19. Provide all galvanized steel stairs, walkways and rail systems w/ metal grate at wash building.	Yes			Y	Included							Y	Included			
Scope Item #20	20. Furnish and install Galvanized steel trellis with delegated engineering.	Yes			N								N	$ -			
Scope Item #21	21. Furnish and install galvanized steel framing and Architectural metal screen infill panels, including delegated engineering.	Yes			N								N	$ -			Not included, Gilbane Agrees
Scope Item #22	22. Furnish and install prefinished aluminum canopies and sunshades with delegated engineering.	Yes			N								N	$ -			
Scope Item #23	23. Furnish and install Galvanized steel pipe bollards set in concrete base and filled with concrete. Paint by others. Refer to Site Drawings for detail A1/C.08.2.	Yes			N								Y	Included			
Scope Item #24	24. Provide power for all welding machines.	Yes			Y	Included							Y	Included			

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Fabco Metal Products			Hutchinson Welding & Repair			Industrial Steel		
Trade Contractor Quote Date	7/30/26			(386) 681-7699			(386) 336-3534			407-808-2558		
Gilbane Team Member Responsible for Scope	Berat Akkaya			John Smith			Robert Hutchinson			Gary Hood		
E-mail Address	Bakkaya@gilbaneco.com			jsmith@fabcometal.com			hutchinsonwelding@yahoo.com			sales@industrial-steel.com		
Phone Number	(904)200-8204											
Bid Package 05A	**Structural Steel**			$ 1,063,000			No Bid			$ 1,795,000		
Scope Item #25	25. Provide all lintels in CMU walls installed by others at headers, doors, overhead doors as shown in architectural drawings.	Yes		N						N	$ -	Lintels at 100C Circulation corridor, 6 locations.
Scope Item #26	26. Provide Z-Purlin and galvanized plates per detail A6/1S-421, to be installed by others.	Yes		N						N	$ -	At full height CMU walls in mezzanine.
Scope Item #27	27. This trade contractor shall provide the complete structural steel model to Gilbane's BIM team for use as the background for MEP/FP coordination. For more details & requirements, please reference the BIM scopes of work provided in project manual.	Yes		N						Y		
Additional Scope Clarifications												
Clarification #1	Lift Gates at mezzanine to furnish and install	Yes		N						N	$ -	
Clarification #2	All bollards interior and exterior of building doors/entries to be flush mount. Include bolts.	Yes		N						N	$ (30,000)	
Clarification #3	Potential Escalation	Yes		N						N	$ -	
Clarification #4	Water fill station support (1) by wash building	Yes		N						Y	$ -	
Clarification #5	Steel Tube support for sink countertop	Yes		N						Y	$ -	
Clarification #6	Steel plate to column supporting reels - detail 1Q5-501	Yes		N						Y	$ -	
Clarification #7	Supplemental Steel Allocation or additional bollards	Yes		CA	$ 25,000					CA	$ 25,000	
Clarification #8	Trellis	Yes		N	$ -	N/A (see above)				N	$ (13,950)	
Clarification #9	Lintels	Yes		N	$ -					N	$ (3,400)	
Clarification #10	Z-Purlin	Yes		N						N	$ (1,668)	
Clarification #11	Roof Ladder from High to Roof at Maintenance Building - Aluminum Mill Finish	Yes		G	$ 8,500					N	$ 8,500	
		Yes										
		Yes										
		Yes										
Allowances		**Required**	**Confirmation (Y/N)**									
Owner Allowance	**Description:**	----------	----------									
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior		Yes										
		Yes										
		Yes		OA								
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Allocations		**Required**	**Confirmation (Y/N)**									
Contractor / Trade Allocation	**Description:**	Yes										
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior		Yes										
		Yes										
		Yes		CA								
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description**	----------	----------									
		No	With Division?									
		No	Not Required									
	Base Bid Subtotal			$ 1,063,000						$ 1,795,000		
	Trade Contractor Plugs			$ -			$ -			$ (40,518)		
	GILBANE Qualified Plugs Total			$ 808,500			$ -			$ -		
	Owner Allowances			$ -			$ -			$ -		
	Contractor Allocations			$ 25,000			$ -			$ 25,000		
	Reconciled Bid Amount			$ 1,896,500			$ -			$ 1,779,482		

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

Bid Leveling Sheet

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Bid Leveling / Comparisons

Trade Contractor Quote Date	7/30/26		Doerr's Custom Cabinets & Trim				Benchmark			Rainbow Cabinets		
			(904) 692-1052									
Gilbane Team Member Responsible for Scope	Berat Akkaya		Russ Doerr									
E-mail Address	Bakkaya@gilbaneco.com		russ@doerrcct.com									
Phone Number	(904)200-8204											
Bid Package 06A	**Millwork**		$ 89,953				112,006			$ 178,205		
		Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments		
General Project Requirements												
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y	Included									
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Y	Included									
Trade Contractor is prequalified in Gilbane's qualification system:		Y	Included									
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Y	Included									
BIM participation and Execution plan		N	$ -	Not required - will provide shop drawings								
Delegated Design		N	$ -	Not required								
Contract Documents		Y	Included	Not AWI - Gilbane agrees								
General Requirements		Y	Included									
Project Manual		Y	Included									
Schedule		Y	Included	Shop Drawings - 30 days, Fabrication - 2-3 weeks								
Logistics		Y	Included									
Mockup		N	$ -	Not required								
Bid per Plans and Specifications?	Any alternates need to be called out	Y	Included									
All Addendum Included:	Addendum #1	Y	Included									
All Taxes		Y	Included									
Community Impact and Engagement Status:	MWBE/MBE etc.	N	$ -									
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Y	Included									
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included									
Workers Comp Insurance		Y	Included									
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included									
Auto Liability		Y	Included									
Trade Specific Scope												
Drawing or Specification # and Detail	**Description:**											
This Agreement shall include, but not be limited to:												
Specific Scope of Work												
Scope Item #1	1. This trade contractor shall furnish and install all wood millwork/woodwork in accordance with contract documents.	Y	Included									
Scope Item #2	2. Furnish and install all stained hardwood, solid surface wall caps, counters of all types, casework.	Y	Included									
Scope Item #3	3. This trade contractor shall furnish and install all required casework, material storage, countertops, computer counters, cabinets, wall cabinets, solid surface counters and sills, quartz, mail slots, cubbies and the like.	Y	Included	Detail E1 - 1A-561, using brackets ILO Steel tube as called out								
Scope Item #4	4. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	N	$ -									
Scope Item #5	5. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Y	$ -	Callout on product datas. Low VOC adhesives.								
Scope Item #6	6. This trade contractor shall provide a blocking detail for all supports required for their installation.	Y	Included									
Scope Item #7	7. All cabinets and drawings to have locks per specifications.	N	$ -	No locks shown or called out on plans/specs.								
Scope Item #8	8. Furnish and install grommets in countertops at locations to be selected by the Owner.	Y	Included									
Scope Item #9	9. Provide holes and cutouts for sinks and plumb fixtures in solid surface countertops. Templates shall be provided by the Plumbing trade contractor.	Y	Included									
Scope Item #10	10. Furnish and install all required back splashes.	Y	Included									
Scope Item #11	11. Core material to be as specified per specifications.	Y	Included									
Scope Item #12	12. This trade contractor includes caulking for their own work, including backsplash to wall.	Y	Included									
Scope Item #13	13. This trade contractor to include PL-1 Ceiling in customer waiting area with line of reveal and grain direction as depicted in contract documents.	Y	Included									
Scope Item #14	14. This trade contractor to include PL-1 Ceiling at bulkhead along corridor 100B per detail A4/1A-531.	Y	Included									
Scope Item #15	15. This trade contractor to provide and install all solid surface sills at windows.	Y	Included									
Scope Item #16	16. This trade contractor to include Locker Bench by Hollman Oslo Bench, standard model OSB per contract documents.	N	$ -	Gilbane agrees								
Scope Item #17	17. This trade contractor to include Lockers by Hollman Essential collection, laminate configuration model LA1 per contract documents.	N	$ -	Gilbane agrees								
Scope Item #18	18. This trade contractor to include all stainless steel cabinetry per interior elevations on 1A-406.	N	$ -	Gilbane agrees								
Scope Item #19	19. Shop to be certified participant in AWI's quality certification program, no exceptions taken.	N	$ -	Not AWI Certified but work will be compliant to AWI Standards - Gilbane agrees								
Scope Item #20	20. All millwork to meet AWI's premium standard.	Y	Included									
Scope Item #21	21. 120-degree euro self-closing hinges.	Y	Included									
Scope Item #22	22. All MDF and Plywood products to not contain no added urea formaldehyde.	Y	Included									
Additional Scope Clarifications												
Clarification #1	Adder for FSC Certified lumber	N	$ 3,000	Included								
Allowances												
Owner Allowance	**Description:**											
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior												

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contactor Bid Leveling / Comparisons

Trade Contractor Quote Date	7/30/26		Doerr's Custom Cabinets & Trim			Benchmark			Rainbow Cabinets		
			(904) 692-1052								
Gilbane Team Member Responsible for Scope	Berat Akkaya		Russ Doerr								
E-mail Address	Bakkaya@gilbaneco.com		russ@doerrcct.com								
Phone Number	(904)200-8204										
Bid Package 06A	**Millwork**		$		89,953	$		112,006	$		178,205
Allocations											
Contractor / Trade Allocation	**Description:**										
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior											
Exclusion / Coordination											
Drawing or Specification # and Detail	**Description**										
		Base Bid Subtotal	$		89,953	$		112,006	$		178,205
		Trade Contractor Plugs	$		3,000	$		-	$		-
		GILBANE Qualified Plugs Total	$		-	$		-	$		-
		Owner Allowances	$		-	$		-	$		-
		Contractor Allocations	$		-	$		-	$		-
		Reconciled Bid Amount	$		92,953	$		112,006	$		178,205

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

Bid Leveling Sheet

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contactor Bid Leveling / Comparisons

		Hartford South			P&A Roofing			NexGen Roofing			Apex Roofing		
Trade Contractor Quote Date	7/30/26	(407) 857-9392											
Gilbane Team Member Responsible for Scope	Berat Akkaya	David Edwards			Glen Hough								
E-mail Address	Bakkaya@gilbaneco.com	david@hartfordsouth.com			ghough@pa-roofing.com								
Phone Number	(904)200-8204												
Bid Package 07A	**Membrane Roofing**	$ 621,645			$ 711,892			$ 1,270,000			$ 2,065,000		
		Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
General Project Requirements													
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y	Included		Y	Included							
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Y	Included		Y	Included							
Trade Contractor is prequalified in Gilbane's qualification system:		Y	Included		Y	Included							
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Y	Included		Y	Included							
BIM participation and Execution plan		Y	Included		N	$ -	Not required						
Delegated Design		Y	Included		N	$ -	Not required						
Contract Documents		Y	Included		Y	Included	TPO - JM						
General Requirements		Y	Included		Y	Included							
Project Manual		Y	Included		Y	Included							
Schedule		Y	Included	Insulation 5-6 weeks, TPO 2-3 weeks	Y	Included	Insulation - 6-8 weeks						
Logistics		Y	Included		Y	Included							
Mockup		Y	Included	In-place mock ups	N	$ -	Not required						
Bid per Plans and Specifications?	Any alternates need to be called out	Y	Included	JM	Y	Included							
All Addendum Included:	Addendum #1	Y	Included		Y	Included							
All Taxes		Y	Included		Y	Included							
Community Impact and Engagement Status:	MWBE/MBE etc.	N	$ -		Y	Included							
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Y	Included		Y	Included							
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included		Y	Included							
Workers Comp Insurance		Y	Included		Y	Included							
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included		Y	Included							
Auto Liability		Y	Included		Y	Included							
Trade Specific Scope													
Drawing or Specification # and Detail	**Description:**												
This Agreement shall include, but not be limited to:													
Specific Scope of Work													
Scope Item #1	1. Furnish all labor, materials, equipment, supervision, and services required to provide a complete roofing system at Wash Building including, but not limited to, single-ply roofing, copings, tapered insulation, rigid insulation, cover board, vapor barriers, adhesives, underlayment, protection boards, flashings, counter flashings, termination bars, soffit, drip edges, trims, walkway pads, fasteners, weeps, gutters and downspouts, penetration boots, scuppers, roof hatches, roof specialties, roof expansion joint assemblies, and soffit & fascia.	Y	Included		Y	Included							
Scope Item #2	2. Wash building roof to be in compliance with Florida Product Approvals, rated to Category 4, 160 mph ultimate wind speed.	Y	Included	Vasd= 124mph	Y	Included							
Scope Item #3	3. Provide all necessary fasteners and accessories.	Y	Included		Y	Included							
Scope Item #4	4. Provide joint sealers where it applies to your scope of work, in accordance with other specification sections.	Y	Included		Y	Included							
Scope Item #5	5. Include all necessary hoisting for this Trade Contractor's scope of work. This includes the loading of all materials (insulation, membrane, fasteners, etc.) to the roof level.	Y	Included		Y	Included							
Scope Item #6	6. Include all metal fascia, metal soffit panel, accessories, fasteners and all waterproofing associated with the work.	Y	Included		Y	Included							
Scope Item #7	7. Provide all boots, roof hatches with accessories, sealants, expansion joints and locking devices.	Y	Included		Y	Included							
Scope Item #8	8. Sealing and closure at all roof penetrations (pipes, curbs, conduits, supports, fall protection devices, lightning protection, etc.) including all necessary seals, boots, stainless steel clamps, sealants, and flashings.	Y	Included		Y	Included							
Scope Item #9	9. Provide all downspouts, collector heads/boxes, and connection materials to the underground storm drainage system. This contractor to provide final connection.	Y	Included		Y	Included							
Scope Item #10	10. This contractor is responsible for stair scaffold system for the wash building from the time the steel has been completed through completion of this scope of work and main egress has been installed. Include 4 months of rental.	N	$ -	O.K - Included in GBC Site Services	N	$ -	O.K - Included in GBC Site Services						
Scope Item #11	11. Furnish and install roof hatch, safety rail, and fall arrest. PT blocking at roof hatches.	Y	Included		Y	Included							
Scope Item #12	12. Install flashing at vent through roof pipe penetrations and curbs for roof mounted equipment.	Y	Included		Y	Included							
Scope Item #13	13. Provide 20-year NDL weather tightness warranty on complete roofing system per the contract documents.	Y	Included	Single ply roofing only, does not include soffit panels.	Y	Included							
Scope Item #14	14. Provide manufacturer's standard wind rider warranty. Provide an alternate for premium higher wind rider warranty(s).	N	$ 7,000	Standard is 90 mph, going to 125 mph will be $7,000.00 add	Y	Included	Includes 125 mph wind rider warranty in base price						
Additional Scope Clarifications													
Clarification #1	Credit for 16 ga hat channels	Y	$ -		G	$ 38,000	Plug-in Number						
Clarification #2	Includes final roof connection from downspout to 6" ADS pipe at ground level	Y	Y		Y	Included	P&A include sSquare to round adapter to ADS pipe, and making final connection. UG Storm installed at ground level by Others.						
Clarification #3	Prefinished Metal Panel (Pac-Clad same product being used at Fascia) over tilt walls seperating wash bays. Installed over CFMF.	N	$ 16,200		N	$ 17,077							
Clarification #4	Single layer of poly iso over metal deck at open bay area.	N	$ 19,165		Y	Included							
Clarification #5	PT Wood Blocking 2x6 at Roof Perimeter	N	$ 15,600		g	$ 15,600							
Allowances													
Owner Allowance	**Description:**												
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction													

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contactor Bid Leveling / Comparisons

Trade Contractor Quote Date	7/30/26				
		Hartford South	P&A Roofing	NexGen Roofing	Apex Roofing
		(407) 857-9392			
Gilbane Team Member Responsible for Scope	Berat Akkaya	David Edwards	Glen Hough		
E-mail Address	Bakkaya@gilbaneco.com	david@hartfordsouth.com	ghough@pa-roofing.com		
Phone Number	(904)200-8204				
Bid Package 07A	**Membrane Roofing**	$ 621,645	$ 711,892	$ 1,270,000	$ 2,065,000
Allocations					
Contractor / Trade Allocation	**Description:**				
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written					
Exclusion / Coordination					
Drawing or Specification # and Detail	**Description**				
Base Bid Subtotal		$ 621,645	$ 711,892	$ 1,270,000	$ 2,065,000
Trade Contractor Plugs		$ 57,965	$ 17,077	$ -	$ -
GILBANE Qualified Plugs Total		$ -	$ 53,600	$ -	$ -
Owner Allowances		$ -	$ -	$ -	$ -
Contractor Allocations		$ -	$ -	$ -	$ -
Reconciled Bid Amount		$ 679,610	$ 782,569	$ 1,270,000	$ 2,065,000

Company _____

Name _____

Title _____

Signature _____

Date _____

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Selected Bidder

		Central Florida Waterproofing	Advanced Coating	Percopo Coatings
Trade Contractor Quote Date	7/30/26			
		(407) 696-8188	(9004) 813-3088	(407) 402-1243
Gilbane Team Member Responsible for Scope	Berat Akkaya	Michelle Braun	Brad Bernhardt	Sid Moore
E-mail Address	Bakkaya@gilbaneco.com	michelle@cfw-fl.com	acc@advancedcoatingusa.com	mike@pccusa.com
Phone Number	(904)200-8204			

Bid Package 07B	Waterproofing	$ 107,544			$ 375,000			$ 153,529		
		Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements										
Trade Contractor will sign Gilbane's subcontract agreement without comment:								Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:								Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:								Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:								Y	Included	
BIM participation and Execution plan								Y	Included	
Delegated Design								Y	Included	
Contract Documents								Y	Included	
General Requirements								Y	Included	
Project Manual								Y	Included	
Schedule								Y	Included	
Logistics								Y	Included	
Mockup								Y	Included	
Bid per Plans and Specifications?	Any alternates need to be called out							Y	Included	
All Addendum Included:	Addendum #1							Y	Included	
All Taxes								Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.							Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:								Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization							Y	Included	
Workers Comp Insurance								Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance							Y	Included	
Auto Liability								Y	Included	
Trade Specific Scope										
Drawing or Specification # and Detail	**Description:**									
This Agreement shall include, but not be limited to:										
Specific Scope of Work										
Scope Item #1	1. This contractor shall provide all damp proofing at the top of the foundations including on the tilt walls extending just below the finish grade.	Y	Included					Y	Included	
Scope Item #2	2. Provide all interior and exterior tilt wall panel to panel joint sealants and backer material. Provide abuse resistant sealant on the exposed to public joints to a height of 8'-0" AFF.	Y						Y	Included	
Scope Item #3	3. Provide traffic grade joint sealant at all sidewalk joints as well as concrete pavement joints per jointing plan on civil drawings. Include joints from pavement to curb as well.	Y						Y	Included	
Scope Item #4	4. Include close spray foam insulation (R-38) underside of deck at mezzanine floor.	N	$ -	Gilbane Agrees				N	$ -	Gilbane agrees
Scope Item #5	5. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work including but not limited to low VOC sealants.	Y						Y	Included	
Additional Scope Clarifications										
Clarification #1	Breakout cost for bentonite at all locations	G	$ 88,630		Y	Included	$88,630	Y	Included	
Clarification #2	Post Bid Adjustment if contract awarded along with Paint and Sealed/Polished Flooring							N	$ (7,023)	
Allowances										

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date: 7/30/26

Gilbane Team Member Responsible for Scope: Berat Akkaya
E-mail Address: Bakkaya@gilbaneco.com
Phone Number: (904)200-8204

Selected Bidder

Bid Package 07C	Spray-Foam Insulation			Rolling Plains 480-340-2165 Aaron Gilbert aaron.gilbert@rollingplains.com			Gato Cleaning (9004) 813-3088 Brad Bernhardt acc@advancedcoatingusa.com			American Insultors 904-793-2756 Mike Hempel mike.hempel@truteam.com		
				$ 132,000			$ 186,745			$ 47,810		
				Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements		**Required**	**Confirmation (Y/N)**									
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes		Y	Included		Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes		Y	Included		Y	Included		Y	Included	
BIM participation and Execution plan		Yes		Y	Included		Y	Included		Y	Included	
Delegated Design		Yes		Y	Included		Y	Included		Y	Included	
Contract Documents		Yes		Y	Included		Y	Included		Y	Included	
General Requirements		Yes		Y	Included		Y	Included		Y	Included	
Project Manual		Yes		Y			Y	Included		Y	Included	
Schedule		Yes		Y	Included		Y	Included		Y	Included	
Logistics		Yes		Y	Included		Y	Included		Y	Included	
Mockup		Yes		Y	Included		Y	Included		Y	Included	
		Yes										
Bid per Plans and Specifications?	Any alternates need to be called out	Yes		Y	Included		Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Yes		Y	Included		Y	Included		Y	Included	
All Taxes		Yes		Y	Included		Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes		Y	Included		Y	Included		Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes		Y	Included		Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes		Y	Included		Y	Included		Y	Included	
Workers Comp Insurance		Yes		Y	Included		Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes		Y	Included		Y	Included		Y	Included	
Auto Liability		Yes		Y	Included		Y	Included		Y	Included	
		Yes										
		Yes										
Trade Specific Scope		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description:**	----------	----------									
This Agreement shall include, but not be limited to:		Yes										
Specific Scope of Work		Yes										
Scope Item #4	Include close spray foam insulation (R-38) underside of deck at mezzanine floor.	Yes		Y	Included		Y	Included		Y	Included	
Scope Item #5	Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work including but not limited to low VOC sealants.	Yes		Y			Y	Included		Y	Included	
Additional Scope Clarifications												
Trade Allocation for Patching		Yes		CA	$ 5,000		CA	$ 5,000		CA	$ 5,000	
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Allowances		**Required**	**Confirmation (Y/N)**									
Owner Allowance	**Description:**	----------	----------									
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Allocations		**Required**	**Confirmation (Y/N)**									
Contractor / Trade Allocation	**Description:**	**Yes**										
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Rolling Plains			Gato Cleaning			American Insultors		
Trade Contractor Quote Date	7/30/26			480-340-2165			(9004) 813-3088			904-793-2756		
Gilbane Team Member Responsible for Scope	Berat Akkaya			Aaron Gilbert			Brad Bernhardt			Mike Hempel		
E-mail Address	Bakkaya@gilbaneco.com			aaron.gilbert@rollingplains.com			acc@advancedcoatingusa.com			mike.hempel@truteam.com		
Phone Number	(904)200-8204											
Bid Package 07C	**Spray-Foam Insulation**			$ 132,000			$ 186,645			$ 47,810		
		Yes										
		Yes										
		Yes										
		Yes										
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description**	----------	----------									
		No	With Division?									
		No	Not Required									
	Base Bid Subtotal			$ 132,000			$ 186,645			$ 47,810		
	Trade Contractor Plugs			$ -			$ -			$ -		
	GILBANE Qualified Plugs Total			$ -			$ -			$ -		
	Owner Allowances			$ -			$ -			$ -		
	Contractor Allocations			$ 5,000			$ 5,000			$ 5,000		
	Reconciled Bid Amount			$ 137,000			$ 191,645			$ 52,810		

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

		DH Pace			Kendall Intermediate Corp			LaForce		
Trade Contractor Quote Date	7/30/26	(816) 480-2600			(708) 879-9177			(813) 569-1000		
Gilbane Team Member Responsible for Scope	Berat Akkaya	Jacob Formby			Jim Pasquesi			Dalton Hottle		
E-mail Address	Bakkaya@gilbaneco.com	jacob.formby@dhpace.com			jpasquesi@kendalldrs.com			dalton.hottle@laforceinc.com		
Phone Number	(904)200-8204									
Bid Package 08A	**Doors/Frames/Hardware**	$ 298,209			No Bid			$ 319,453		
		Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
General Project Requirements										
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y	Included					Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Y	Included					Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Y	Included					Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Y	Included					Y	Included	
BIM participation and Execution plan		N	$ -	Gilbane Agrees				N	$ -	Gilbane Agrees
Delegated Design		N	$ -	Gilbane Agrees				N	$ -	Gilbane Agrees
Contract Documents		Y	Included					Y	Included	
General Requirements		Y	Included					Y	Included	
Project Manual		Y	Included					Y	Included	
Schedule		Y	Included	Submittals - 3-4 Wks,Approvals 1-2 Wks, Fab. HM Frames - 12-14 Wks.				Y	Included	11-12 Weeks for HM Frames, will expedite frames in Tilt Wall
Logistics		Y	Included					Y	Included	
Mockup		y	$ -	In-place mock up if required.				Y	Included	In-place mock ups only
Bid per Plans and Specifications?	Any alternates need to be called out	Y	Included					Y	Included	
All Addendum Included:	Addendum #1	Y	Included					Y	Included	
All Taxes		Y	Included					Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	N	$ -					N		
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Y	Included					Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included					Y	Included	
Workers Comp Insurance		Y	Included					Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included					Y	Included	
Auto Liability		Y	Included					Y	Included	
Trade Specific Scope										
Drawing or Specification # and Detail	**Description:**									
This Agreement shall include, but not be limited to:										
Specific Scope of Work										
Scope Item #1	1. This Trade contractor shall furnish all labor, material, equipment, tools, layout, supervision, temporary and miscellaneous items necessary to complete installation all hollow metal doors, hollow metal frames, wood doors and hardware.	Y	Included					Y	Included	
Scope Item #2	2. This trade contractor to expedite shop drawings and fabrication of all frames that will be cast-in concrete in tilt-walls. If failed to procure in time, it is this trade contractor's responsibility to dimple frames and provide expansion anchors and other applicable accessories.	Y	Included					Y	Included	
Scope Item #3	3. The door and window systems included herein are intended to be weather tight installation by this trade contractor. This specifically referring to thresholds provided/installed by this Trade Contractor.	Y	Included					Y	Included	
Scope Item #4	4. Hollow metal frames, fully assembled, welded, and shop primed to be furnished only by this trade contractor and installed by others.	N	$ -	Not included.				Y	Included	
Scope Item #5	5. This trade contractor shall provide exterior frames, doors and hardware that comply with Florida Product Approvals and designed to category 4, 160-mph ultimate winds.	N	$ 79,508	Need to upgrade doors/frames/hardware to Cat 4, missile E.				Y	Included	
Scope Item #6	6. Coordinate with the Construction Manager regarding the deliver, unloading, and staging areas for this scope of work. This subcontractor shall be on-site to receive and inventory all shipments of HM Frames. Include locked storage room for storing hardware materials.	Y	Included					Y	Included	Receiving and storing of HM Frames BY OTHERS
Scope Item #7	7. Provide temp construction cylinders.	Y	Included					y	Included	
Scope Item #8	8. Provide all doors and frames offsite as required to receive all hardware including any electrical and/or security equipment scheduled. Preparation shall include but not be limited to: pre-drilling, pre-cutting, and reinforcing. Provide all raceways between back boxes/pockets.	Y	Included	Frames receieving electrical hardware will be prepared accordingly during fabrication				y	Included	Provide frames only, install by others.
Scope Item #9	9. Provide and install all interior hollow metal window frames and side lite frames. Include appropriate glazing stops as determined by glazing thickness. Glazing units, caulk at glazing and neoprene pads for glazing will be by others.	Y	Included	HM Frames are furnished only, installed by others.				Y	Included	
Scope Item #10	10. Hollow metal frames, fully assembled, welded, and shop primed to be furnished only by this trade contractor and installed by others.	Y	Included					Y	Included	
Scope Item #11	11. Provide all required door power supplies for access control.	Y	Included	Card Reader by others.				Y	Included	
Scope Item #12	12. Provide all finish hardware for complete operable doors as well as include the cost to provide all permanent cores including those for storefront doors and emergency access gates.	Y	Included					Y	Included	
Scope Item #13	13. This contractor to provide all expansion bolts, clips and other anchoring accessories for HM frames that will be installed in CMU Walls and Tilt-Up walls. Anchoring to comply with Florida Product Approvals.	Y	Included					Y	Included	
Scope Item #14	14. Include provisions to re-adjust doors once the building is climatized, plus provide adjustment of door closures as needed 60 days after substantial completion.	Y	Included					Y	Included	

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

		DH Pace			Kendall Intermediate Corp			LaForce		
Trade Contractor Quote Date	7/30/26	(816) 480-2600			(708) 879-9177			(813) 569-1000		
Gilbane Team Member Responsible for Scope	Berat Akkaya	Jacob Formby			Jim Pasquesi			Dalton Hottle		
E-mail Address	Bakkaya@gilbaneco.com	jacob.formby@dhpace.com			jpasquesi@kendalldrs.com			dalton.hottle@laforceinc.com		
Phone Number	(904)200-8204									
Bid Package 08A	**Doors/Frames/Hardware**	$ 298,209			No Bid			$ 319,453		
Scope Item #15	15. Include costs for a qualified member of your firm to hold the keying conference. Assist the construction manager prior to project closeout in setting up the key cabinet to be turned over to the Owner. Prior to final turnover of building to owner – inspect each and every opening to ensure the proper operation of the door & hardware and correct any deficiencies found. Resolve any installation problems, including but not limited to defective material, improper hardware, preparation and missing material. Meet with the Owner, Architect, and Gilbane to develop the keying schedule and hierarchy.	Y	Included	Includes the key cabinet, that will be turned over to the owner.				Y	Included	
Additional Scope Clarifications										
Clarification #1	1/4" clear tempered glazing	N		Gilbane Agrees - Included in 08B				N	$ -	Gilbane Agrees - Included in 08B
Clarification #2	Position Switch	Y	Included					Y	Included	Only Card Readers by OTHERS
Clarification #3	Plain Sliced white oak veneer	G	$ 210					N	$ 210	
Clarification #4	FSC Wood Doors for LEED	G	$ 214					N	$ 214	
Clarification #5	HM Frames and Doors to receive 1" Insulated Glass per Pre-Bid RFI 30 Round 7	Y	Included					Y	Included	
Clarification #6	Insulated Doors per Pre-Bid RFI 30 Round 7	Y	Included					Y	Included	
Clarification #7	HM Frames with Transom Louver will be seperated, Louvers will have their own Frames BY OTHERS	Y	Included					N	$ (13,671)	
Clarification #8	Adder for Structural Composite Lumber Core Doors ILO Particle board	G	$ 316					N	$ 316	
Clarification #9	QTO Adjustment on Doors/Frames	Y	Included					N	$ 6,221	
Clarification #10	Hold Pricing through April 2028	G	$ 1,056					N	$ 1,056	
Clarifiation #11	Missile Level E rating designed to withstand +/- 65 PSF	Y	Included					N	$ 29,184	
Allowances										
Owner Allowance	**Description:**									
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written										
Allocations										
Contractor / Trade Allocation	**Description:**									
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written										
Exclusion / Coordination										
Drawing or Specification # and Detail	**Description**									
	Base Bid Subtotal	$ 298,209			$ -			$ 319,453		
	Trade Contractor Plugs	$ 79,508			$ -			$ 23,530		
	GILBANE Qualified Plugs Total	$ 1,796			$ -			$ -		
	Owner Allowances	$ -			$ -			$ -		
	Contractor Allocations	$ -			$ -			$ -		
	Reconciled Bid Amount	$ 379,513			$ -			$ 342,983		

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26											
		Lee & Cates			Brad's Glass Company			Craggs Glass				
		(904) 358-8555			(904) 765-5558			904-783-8483				
Gilbane Team Member Responsible for Scope	Berat Akkaya	Amanda Staples			Vonda Walker			Rick Cragg				
E-mail Address	Bakkaya@gilbaneco.com	astaples@leeandcatesglass.com			vwalker@bradsglass.com			rick_craggsglass@bellsouth.net				
Phone Number	(904)200-8204											
Bid Package 08B.1	**Glass & Glazing**	$ 186,850			No bid			$ 151,638				
		Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**		
General Project Requirements												
Trade Contractor will sign Gilbane's subcontract agreement without comment:								Y	Included			
Trade Contractor has accepted the terms of the Owner / Prime Agreement:								Y	Included			
Trade Contractor is prequalified in Gilbane's qualification system:								Y	Included			
Trade Contractor has accepted the following exhibits that are part of the Project Manual:								Y	Included			
BIM participation and Execution plan								N		Gilbane Agrees		
Delegated Design								Y	Included			
Contract Documents								Y	Included			
General Requirements								Y	Included			
Project Manual								Y	Included			
Schedule								Y	Included			
Logistics								Y	Included			
Mockup								Y	Included			
Bid per Plans and Specifications?	Any alternates need to be called out							Y	Included			
All Addendum Included:	Addendum #1							Y	Included			
All Taxes								Y	Included			
Community Impact and Engagement Status:	MWBE/MBE etc.							Y	Included			
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:								Y	Included			
General Liability Insurance	Higher coverage required if work requires crane mobilization							Y	Included			
Workers Comp Insurance								Y	Included			
Professional Liability	If work includes delegated design, include professional liability insurance							Y	Included			
Auto Liability								Y	Included			
Trade Specific Scope												
Drawing or Specification # and Detail	**Description:**											
This Agreement shall include, but not be limited to:												
Specific Scope of Work												
Scope Item #1	1. Provide all aluminum windows, glass and glazing, aluminum entrances, storefronts, door hardware, curtainwalls, transaction windows, and unframed mirrored glass complete.							Y	Included			
Scope Item #2	2. Provide all translucent panels including prefinished sill pan and transition flashing, blocking, sill plate anchoring and all sealants for a complete system.							N	$ -	Gilbane Agrees		
Scope Item #3	3. Provide Amico Mesh Screen. Basis of design model Apex03, 26% open area, 6"x2.5" pitch, powder coated manufacturers standard selections.							N	$ -	Gilbane Agrees		
Scope Item #4	4. All exterior systems to have Florida Product Approvals for Category 4, 160-mph ultimate wind speeds. If there is no Florida Product Approval, it is this trade contractor's responsibility to provide third party engineering for local approvals.							Y	Included			
Scope Item #5	5. Provide electronic files of shop drawings for use by the tilt-wall contractor for coordination of panel opening and embeds required by this contractor.							Y	Included			
Scope Item #6	6. Provide all blocking, flashings, sill pans, trims, break metal, attachments, and sealants required for complete operable assemblies.							Y	Included			
Scope Item #7	7. Provide all sealants for both interior and exterior of assemblies to ensure							Y	Included			
Scope Item #8	8. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.							Y	Included			
Scope Item #9	9. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work including but not limited to recycled content and low VOC sealants.							Y	Included			
Scope Item #10	10. Provide aluminum sunshades above windows as called out on exterior elevations.							Y	Included			
Scope Item #11	11. Contractor shall provide rough openings in walls, this Trade Contractor shall provide blocking/nailers, and shims required for proper installation within openings. Provide survey of rough openings noting openings that require re-work prior to start of installation.							Y	Included			

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contactor Bid Leveling / Comparisons

				Kraz Metals LLC			Peachtree		
Trade Contractor Quote Date	7/30/26								
Gilbane Team Member Responsible for Scope	Berat Akkaya			Daniel O'Malley			Andrew Jennings		
E-mail Address	Bakkaya@gilbaneco.com			omalley@krazmetals.com					
Phone Number	(904)200-8204								
Bid Package 08B.2	**Amico Mesh**			$ 268,210			$ 258,000		
				Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements		**Required**	**Confirmation (Y/N)**						
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes		Y	Included	Screens & Polycarbonate	Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes		Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes		N		EMR is good, need prequalified in Compass	N		
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes		Y	Included		Y	Included	
BIM participation and Execution plan		Yes		Y	Included		Y	Included	
Delegated Design		Yes		Y	Included		Y	Included	
Contract Documents		Yes		Y	Included		Y	Included	
General Requirements		Yes		Y	Included		Y	Included	
Project Manual		Yes		Y	Included		Y	Included	
Schedule		Yes		Y	Included	5-6 weeks for Panels, 10-12 weeks fabrication	Y	Included	
Logistics		Yes		Y	Included		Y	Included	
Mockup		Yes		Y	Included	In-place mock up	Y	Included	
		Yes							
Bid per Plans and Specifications?	Any alternates need to be called out	Yes		Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Yes		Y	Included		Y	Included	
All Taxes		Yes		Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes		Y	Included		Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes		Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes		Y	Included		Y	Included	
Workers Comp Insurance		Yes		Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes		Y	Included		Y	Included	
Auto Liability		Yes		Y	Included		Y	Included	
		Yes							
		Yes							
Trade Specific Scope		**Required**	**Confirmation (Y/N)**						
Drawing or Specification # and Detail	**Description:**	---------	---------						
This Agreement shall include, but not be limited to:		Yes							
Specific Scope of Work		Yes							
Scope Item #1	1. Provide all aluminum windows, glass and glazing, aluminum entrances, storefronts, door hardware, curtainwalls, transaction windows, and unframed mirrored glass complete.	Yes		N	$ -	Only Amico Mesh			
Scope Item #2	2. Provide all translucent panels including prefinished sill pan and transition flashing, blocking, sill plate anchoring and all sealants for a complete system.	Yes		N					
Scope Item #3	3. Provide Amico Mesh Screen. Basis of design model Apex03, 26% open area, 6"x2.5" pitch, powder coated manufacturers standard selections.	Yes		y	Included				
Scope Item #4	4. All exterior systems to have Florida Product Approvals for Category 4, 160-mph ultimate wind speeds. If there is no Florida Product Approval, it is this trade contractor's responsibility to provide third party engineering for local approvals.	Yes		Y	Included	Florida Product Approval may not be available. Kraz Metals includes signed and sealed shop drawings and calcs for local approvals.			
Scope Item #5	5. Provide electronic files of shop drawings for use by the tilt-wall contractor for coordination of panel opening and embeds required by this contractor.	Yes		Y	Included				
Scope Item #6	6. Provide all blocking, flashings, sill pans, trims, break metal, attachments, and sealants required for complete operable assemblies.	Yes		Y	Included				
Scope Item #7	7. Provide all sealants for both interior and exterior of assemblies to ensure weather	Yes		Y	Included				
Scope Item #8	8. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes		Y	Included				
Scope Item #9	9. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work including but not limited to recycled content and low VOC sealants.	Yes		Y	Included				
Scope Item #10	10. Provide aluminum sunshades above windows as called out on exterior elevations.	Yes		N	$ -				
Scope Item #11	11. Contractor shall provide rough openings in walls, this Trade Contractor shall provide blocking/nailers, and shims required for proper installation within openings. Provide survey of rough openings noting openings that require re-work prior to start of installation.	Yes		N					
Scope Item #12	12. Provide all glass that meets the design intent of Category 4 hurricanes at 160-mph ultimate wind speeds, glazing to match storefront system for a complete unit.	Yes		Y	Included	Florida Product Approval may not be available. Kraz Metals includes signed and sealed shop drawings and calcs for local approvals.			
Scope Item #13	13. Provide all glass for all door lite kits required in hollow metal frames and doors, and wood doors. Lite kits and stops provided by others for installation by this contractor including all work associated with drilling of all lite kits installed in tilt walls. Trim out all lite kits after installation including countersinking of all nails.	Yes		N	$ -				
Scope Item #14	14. Prep all aluminum entrances for security system and/or access control as required. Coordinate installation with electrical/security contractor. Furnish a complete turnkey door hardware materials per listed door hardware for a fully functional system.	Yes		N	$ -				
Additional Scope Clarifications									
Clarificaiton #1	Amico Mesh - Will send revised quote for 160 mph winds; thickness to increase to 3/16" and vertical members increase to 18" OC	Yes		Y	$ 51,170				
Clarification #2	Credit of both scopes awarded together (Translucent panels + Amico Mesh)	Yes		G	$ -	($12,000) N/A due to Curtain Wall change			

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contactor Bid Leveling / Comparisons

				Kraz Metals LLC			Peachtree		
Trade Contractor Quote Date	7/30/26								
Gilbane Team Member Responsible for Scope	Berat Akkaya								
E-mail Address	Bakkaya@gilbaneco.com			Daniel O'Malley			Andrew Jennings		
Phone Number	(904)200-8204			omalley@krazmetals.com					
Bid Package 08B.2	**Amico Mesh**			$ 268,210			$ 258,000		
		Yes							
	Potential P&P Bond in lieu of SDI	Yes		G	$ 4,356		G	$ 4,386	
		Yes							
Allowances		**Required**	**Confirmation (Y/N)**						
Owner Allowance	**Description:**	----------	----------						
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior		Yes							
		Yes							
		Yes							
Allocations		**Required**	**Confirmation (Y/N)**						
Contractor / Trade Allocation	**Description:**	**Yes**							
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**						
Drawing or Specification # and Detail	**Description**	----------	----------						
		No	With Division?						
		No	Not Required						
	Base Bid Subtotal			$ 268,210			$ 258,000		
	Trade Contractor Plugs			$ -			$ -		
	GILBANE Qualified Plugs Total			$ 4,356			$ 4,386		
	Owner Allowances			$ -			$ -		
	Contractor Allocations			$ -			$ -		
	Reconciled Bid Amount			$ 272,566			$ 262,386		

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26		American Roll-up Door Company			Florida Door Solutions					DH Pace						
			(904) 599-2941			(407) 948-8652					407-466-8807						
Gilbane Team Member Responsible for Scope	Berat Akkaya		Dirk Williamson			Bill Cook					Nikki Cook						
E-mail Address	Bakkaya@gilbaneco.com		k.williamson@americanrollupdoor.c			billcook@fladoor.com					Nikki.cook@dhpace.com						
Phone Number	(904)200-8204																
Bid Package 08C	**Overhead Doors**		$ 510,890								$ 492,430						
			Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments			Y,N,G,OA,CA	Value ($)	Comments				
General Project Requirements																	
Trade Contractor will sign Gilbane's subcontract agreement without comment:											Y	Included					
Trade Contractor has accepted the terms of the Owner / Prime Agreement:											Y	Included					
Trade Contractor is prequalified in Gilbane's qualification system:											Y	Included					
Trade Contractor has accepted the following exhibits that are part of the Project Manual:											Y	Included					
BIM participation and Execution plan											N	$ -	Not required				
Delegated Design											Y	Included	FPA/Miami Dade NOA, no need for delegated engineering				
Contract Documents											Y	Included	No fenestrations in OH Doors				
General Requirements											Y	Included					
Project Manual											Y	Included					
Schedule											Y	Included	Fabrication - 3-4 weeks				
Logistics											Y	Included					
Mockup											N	$ -	Not required				
Bid per Plans and Specifications?	Any alternates need to be called out										y	Included	Drawings dated 7/6				
All Addendum Included:	Addendum #1										Y	Included					
All Taxes											y	Included					
Community Impact and Engagement Status:	MWBE/MBE etc.										N	$ -					
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:											Y	Included					
General Liability Insurance	Higher coverage required if work requires crane mobilization										Y	Included					
Workers Comp Insurance											Y	Included					
Professional Liability	If work includes delegated design, include professional liability insurance										Y	Included					
Auto Liability											Y	Included					
Trade Specific Scope																	
Drawing or Specification # and Detail	**Description:**																
This Agreement shall include, but not be limited to:																	
Specific Scope of Work																	
Scope Item #1	1. Provide all labor, material, equipment, tools, layout, supervision, and miscellaneous items necessary to complete all overhead door work.										Y	Included					
Scope Item #2	2. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.										Y	Included					
Scope Item #3	3. Field verify all rough opening dimensions, prior to shop fabrication.										Y	Included					
Scope Item #4	4. Provide all overhead door motors, tracks, guides, steel angles, channels, plates, and sensors. This trade contractor shall review the architectural and structural documents to include all necessary structural components required to meet Florida Product Approvals standards of installation that are not shown by the contract documents.										Y	Included					
Scope Item #5	5. All overhead doors to be coiling insulated and coiling type unless noted otherwise.										Y	Included					
Scope Item #6	6. Provide all code required door accessors such as photo eyes or warning lights as required.										Y	Included					
Scope Item #7	7. Provide all OH Door accessories including but not limited to door operating buttons, door bottom, door seals, track/rollers, locking mechanism, etc.										Y	Included					
Scope Item #8	8. Provide wood blocking if required for the OH Door systems including if required for door track mounting.										Y	Included					
Scope Item #9	9. Provide all low voltage wiring. Electrical Trade contractor will only provide power and connection to motor. All other inter-wiring is to be provided by the Overhead door trade contractor.										Y	Included					
Scope Item #10	10. At the end of installation, provide final adjustment of OH Doors including opening/closing speed and opening closing distances.										Y	Included					
Scope Item #11	11. Include one additional mobilization trip to re-adjust OH Doors within 60 days of substantial completion including maintenance such as lubricating tracks/rollers.										Y	Included					
Scope Item #12	12. Coordinate with electrical drawings for power requirements, it is this trade's responsibility to provide the correct motor matching the phasing and voltage per the electrical drawings. If there are discrepancies, it is this contractor's responsibility to inform Gilbane.										Y	Included					
Additional Scope Clarifications																	

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26																		
Gilbane Team Member Responsible for Scope	Berat Akkaya																		
E-mail Address	Bakkaya@gilbaneco.com																		
Phone Number	(904)200-8204																		
					Collins Construction					Abercrombie				Acousti					
					(386) 310-9399														
					Josh Lamont														
					jlamont@collinsfl.com														
					755,800					1,400,000				No bid					
Bid Package 09A	**Drywall, Framing, Acoustical**																		
					Y,N,G,OA,CA	Value ($)	Comments			Y,N,G,OA,CA	Value ($)	Comments		Y,N,G,OA,CA	Value ($)	Comments			
General Project Requirements		**Required**	**Confirmation (Y/N)**												ACT Only				
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes		Y	Included				Y	Included									
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes		Y	Included				Y	Included									
Trade Contractor is prequalified in Gilbane's qualification system:		Yes			Included				Y	Included									
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes		Y	Included				Y	Included									
BIM participation and Execution plan		Yes		Y	Included				Y	Included									
Delegated Design		Yes		Y	Included				Y	Included									
Contract Documents		Yes		Y	Included				Y	Included									
General Requirements		Yes		Y	Included				Y	Included									
Project Manual		Yes		Y	Included				Y	Included									
Schedule		Yes		Y	Included				Y	Included									
Logistics		Yes		Y	Included				Y	Included									
Mockup		Yes		Y	Included				Y	Included									
		Yes																	
Bid per Plans and Specifications?	Any alternates need to be called out	Yes		Y	Included				Y	Included									
All Addendum Included:	Addendum #1	Yes		Y	Included				Y	Included									
All Taxes		Yes		Y	Included				Y	Included									
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes		Y	Included				Y	Included									
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes		Y	Included				Y	Included									
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes		Y	Included				Y	Included									
Workers Comp Insurance		Yes		Y	Included				Y	Included									
Professional Liability	If work includes delegated design, include professional liability insurance	Yes		Y	Included				Y	Included									
Auto Liability		Yes		Y	Included				Y	Included									
		Yes																	
		Yes																	
Trade Specific Scope		**Required**	**Confirmation (Y/N)**																
Drawing or Specification # and Detail	**Description:**	----------	----------																
This Agreement shall include, but not be limited to:		Yes																	
Specific Scope of Work		Yes																	
Scope Item #1	1. This trade contractor shall furnish all labor, materials, tools, supervision, temporary and miscellaneous items to completely install all metal framing, insulation, drywall, sealants, foam, sound attenuation blankets, fire spray, control joints, etc. to complete this scope of work.	Yes		Y															
Scope Item #2	2. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes		Y															
Scope Item #3	3. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Yes		Y															
Scope Item #4	4. This trade contractor shall permanently identify/stencil all fire walls, fire barriers, fire partitions, smoke barriers, smoke partitions with signs and/or stenciling required to meet local, state and federal codes.	Yes		Y															
Scope Item #5	5. At walls with sound attenuation blankets provide sound attenuation blankets on ceiling to 2'-0" on both sides of wall except at walls with sound attenuation blankets extending to structure.	Yes		Y															
Scope Item #6	6. This trade contractor shall furnish and install all rated shafts per the contract documents.	Yes		Y															
Scope Item #7	7. Furnish and install all UL rated head-of-wall details including details at CMU walls.	Yes		Y	Included	Does not include at CMU Walls													
Scope Item #8	8. All blocking, plywood, wood supports, and metal strapping shall be furnished and installed by this trade contractor. This trade contractor shall coordinate with other trades, the floor plans and the FF&E plan as well for all additional blocking/support required.	Yes		Y	Included	Includes intumescent painting													
Scope Item #9	9. Stud thickness and depth per contract drawings and as required by performance requirements for horizontal deflection of 1/240 of the wall height based on horizontal loading of 5 lbf/sq ft.	Yes		Y	Included														
Scope Item #10	10. This trade contractor shall fill all voids with mineral wool, insulation, etc. as indicated on the contract documents at the top of walls and/or bottom of decks.	Yes		Y	Included														
Scope Item #11	11. This trade contractor shall coordinate stud infill framing with the structural steel cross bracings.	Yes		Y	Included														
Scope Item #12	12. This trade contractor shall furnish all sealant and caulking at doors, frames, windows, bottom and top of walls as required.	Yes		Y	Included	Included only at head and base of wall. Around doors and frames by Painter.													
Scope Item #13	13. Include 200 hours of drywall touch up at the sole discretion of Gilbane.	Yes		Y	Included														
Scope Item #14	14. Include MR board for drywall top out.	Yes		Y	Included														
Scope Item #15	15. Include MR board at all wet locations	Yes		Y	Included														
Scope Item #16	16. All cold-formed metal framing shall be furnish and installed by this trade contractor. Where engineering is required, this trade contractor shall provide engineered drawings for review and approval. Provide deflection track & clips in accordance with the contract documents.	Yes		Y	Included														
Scope Item #17	17. Provide all DensGlass and exterior sheathing over CFMF that this trade contractor has installed.	Yes		Y	Included	Please breakout DensGlass from CFMF													
Scope Item #18	18. This trade contractor should install all FRP as called on contract documents including behind the metal ladders to roof.	Yes		N	$ 800	Includes at mop sinks. Collins to include FRP behind roof ladder													
Scope Item #19	19. This trade contractor shall receive and inventory all HM frames in metal stud openings, frames provided by others. Frames must be inspected and stored in safe area preventing damage. Damage to frames is the responsibility of this trade contractor.	Yes		Y	Included														
Scope Item #20	20. Tile backer board where wall tiling is shown shall be furnished and installed by this trade contractor.	Yes		Y	Included														
Scope Item #21	21. This trade contractor shall install all hard ceilings and soffits as depicted on the contract documents.	Yes		Y	Included														
Scope Item #22	22. This trade contractor shall install all drop ceiling, acoustical ceiling panels, planks, wood slat ceiling system and associated trim as depicted.	Yes		Y	Included														
Scope Item #23	23. Install access panels in hard ceilings provided by OTHERS.	Yes		Y	Included														
Scope Item #24	24. Acoustical joint sealants where specified at STC rated assemblies shall be provided by this trade contractor.	Yes		Y	Included														
Scope Item #25	25. Where drywall surfaces extend more than 20 LF continuously or 400 SF continuously, this trade contractor shall provide for approval an expansion control plan for approval prior to installing the metal framing meeting the USGA criteria. This include ceilings, walls, and bulkheads.	Yes		Y	Included														
Scope Item #26	26. This trade contractor to provide and install all solid surface sills at windows.	Yes		N	$ -	Gilbane Agrees													
Scope Item #27	27. Spray foam insulation (R-38) underside of metal deck at mezzanine.	Yes		N	$ -	Gilbane Agrees - Included in BP 07__ Spray Foam													
Additional Scope Clarifications																			
Clarification #1	CMU head-of-wall detail	Yes		N	$ 12,300	Collins to provide pricing													

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26					Collins Construction			Abercrombie			Acousti		
						(386) 310-9399								
Gilbane Team Member Responsible for Scope	Berat Akkaya					Josh Lamont								
E-mail Address	Bakkaya@gilbaneco.com					jlamont@collinsfl.com								
Phone Number	(904)200-8204													
Bid Package 09A	**Drywall, Framing, Acoustical**					$ 755,800			$ 1,400,000			No bid		
Clarification #2	Wall Framing above wash bay tilt wall at grid line 3, A3/2A-352	Yes		N	$ 2,800									
Clarification #3	Deduct DensGlass at Wash Building	Yes		N	$ (57,800)		G	$ (50,000)						
Clarification #4	Deduct DensGlass at Fleet Maintenance Building	Yes		N	$ (30,100)		G	$ (50,000)						
Clarification #5	16 ga Hat Channel t 30" OC at metal panels Wash Building	Yes		N	$ -	N/A - Included in 07A Roofing - Collins Add $44,200								
Clarification #6	16 ga Hat Channel t 30" OC at metal panels Fleet Maintenance	Yes		N	$ -	N/A - Included in PEMB Pkg - Collins Add $27,400								
Clarification #7	Revise detail A6/1S-421 with 1-HR rated framed wall.	Yes		N	$ 5,100	See PB RFI #___ (Re: Hilti fireproofing assembly)								
Clarification #8	Light Gauge Drywall Bulkhead in Corridor 100C for rooms 119 and 100C.1	Yes		N	$ 1,500									
		Yes												
		Yes												
		Yes												
		Yes												
		Yes												
		Yes												
Allowances		**Required**	**Confirmation (Y/N)**											
Owner Allowance	**Description:**	----------	----------											
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes												
		Yes												
		Yes												
		Yes												
		Yes												
		Yes												
		Yes												
		Yes												
Allocations		**Required**	**Confirmation (Y/N)**											
Contractor / Trade Allocation	**Description:**	**Yes**												
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes												
		Yes												
		Yes												
		Yes												
		Yes												
		Yes												
		Yes												
		Yes												
		Yes												
		Yes												
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**											
Drawing or Specification # and Detail	**Description**	----------	----------											
		No	With Division?											
		No	Not Required											
	Base Bid Subtotal			$ 755,800			$ 1,400,000			$ -				
	Trade Contractor Plugs			$ (65,400)			$ -			$ -				
	GILBANE Qualified Plugs Total			$ -			$ (100,000)			$ -				
	Owner Allowances			$ -			$ -			$ -				
	Contractor Allocations			$ -			$ -			$ -				
	Reconciled Bid Amount			$ 690,400			$ 1,300,000			$ -				

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26		Dixie Contract Carpet			Spectra Contract Flooring		
			(904) 315-1531			(904) 662-6062		
Gilbane Team Member Responsible for Scope	Berat Akkaya		Jim Hesson			Kenny Weiss		
E-mail Address	Bakkaya@gilbaneco.com		jhesson@dixiecc.com			kenny.weiss@spectracf.com		
Phone Number	(904)200-8204							
Bid Package 09B	**Flooring**		$ 129,600			$ 133,510		
			Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
General Project Requirements								
Trade Contractor will sign Gilbane's subcontract agreement without comment:			Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:			Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:			Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:			Y	Included		Y	Included	
BIM participation and Execution plan			Y	Included		Y	Included	Not required - Gilbane Agrees
Delegated Design			Y	Included		Y	Included	
Contract Documents			Y	Included		Y	Included	
General Requirements			Y	Included		Y	Included	
Project Manual			Y	Included		Y	Included	
Schedule			Y	Included		Y	Included	
Logistics			Y	Included		Y	Included	
Mockup			Y	Included		Y	Included	In-place mock-ups
Bid per Plans and Specifications?	Any alternates need to be called out		Y	Included		Y	Included	
All Addendum Included:	Addendum #1		Y	Included		Y	Included	
All Taxes			Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.		N			N	$ -	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:			Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization		Y	Included		Y	Included	
Workers Comp Insurance			Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance		Y	Included		Y	Included	
Auto Liability			Y	Included		Y	Included	
Trade Specific Scope								
Drawing or Specification # and Detail	**Description:**							
This Agreement shall include, but not be limited to:								
Specific Scope of Work								
Scope Item #1	1. Provide and install LVT, Walk-off Matts, Sealed Concrete, Polished Concrete, Stained Polished Concrete, hard tile, resilient base and all resilient molding accessories as required to deliver a turnkey installation.		Y	Included		Y	Included	
Scope Item #2	2. Provide installation of all rubber nosing at stairs per the finish schedule.		Y	Included		Y	Included	
Scope Item #3	3. Provide all cleaning, stripping, and floor leveling/flash patching as required to produce a level floor free from humps, dips and dimples and in accordance with manufacturer's recommended tolerances.		Y	Included		Y	Included	
Scope Item #4	4. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.		Y	Included		Y	Included	
Scope Item #5	5. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Including but not limited to recycled content and low VOC adhesives. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.		Y	Included		Y	Included	
Scope Item #6	6. Include probes for moisture testing at SOG prior to installation of finish flooring.		Y	Included		Y	Included	
Scope Item #7	7. Provide all premium glue/adhesive and accessories that allows installation of finish floor without moisture testing.		Y	Included		Y	Included	99% RH
Scope Item #8	8. It is the responsibility of this trade contractor to produce smooth and level transitions between the various flooring types using flash patching, transition/reducer strips, or other appropriate means in accordance with contract documents.		Y	Included		Y	Included	
Scope Item #9	9. Assume all wash building flooring is to be Sealed Concrete, include base in interior space.		Y	Included		Y	Included	
Scope Item #10	10. Allow for expansion joint covers, floor drains and/or any other penetration through the floor or walls.		Y	Included		Y	Included	
Scope Item #11	11. Provide all necessary ventilation as necessary to maintain safe air quality during installation of this flooring work.		Y	Included		Y	Included	
Scope Item #12	12. Provide vinyl base on all cabinetry toe kick spaces.		Y	Included		Y	Included	
Scope Item #13	13. Provide all labor, material, equipment and service required to complete all Tile Work as required and/or indicated in the contract documents. Work includes, but is not limited to, wall and floor tile and base, setting materials, grout materials, stone threshold, tile cleaning, crack isolation membrane installation, and all other related work specific within the contract documents.		Y	Included		Y	Included	
Scope Item #14	14. Include floating all walls prior to installation.		Y	Included		Y	Included	
Scope Item #15	15. Include crack suppression at all areas receiving hard tile.		Y	Included		Y	Included	Only at floor tiles
Scope Item #16	16. Include multiple mobilization as needed, tile flooring installation will take prior to soft flooring installation.		Y	Included		Y	Included	
Scope Item #17	17. Provide all necessary equipment, grout, cleaning agents required.		Y	Included		Y	Included	
Scope Item #18	18. Verify floor substrate is sloped to drain or that setting bed sloped to drain.		Y	Included		Y	Included	
Scope Item #19	19. Provide grout around floor drains to allow complete installation of your work.		Y	Included		Y	Included	
Scope Item #20	20. Provide any temporary lighting you may require for your own work.		Y	Included		Y	Included	
Scope Item #21	21. Caulk all joints within your work and to adjacent materials, and around objects furnished and installed by others which are within your work.		Y	Included		Y	Included	

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

		Dixie Contract Carpet			Spectra Contract Flooring		
Trade Contractor Quote Date	7/30/26						
Gilbane Team Member Responsible for Scope	Berat Akkaya	(904) 315-1531			(904) 662-6062		
E-mail Address	Bakkaya@gilbaneco.com	Jim Hesson			Kenny Weiss		
Phone Number	(904)200-8204	jhesson@dixiecc.com			kenny.weiss@spectracf.com		
Bid Package 09B	**Flooring**	$ 129,600			$ 133,510		
Scope Item #22	22. This contractor is responsible for fine broom-sweep and scrape the floors as necessary prior to the start of all flooring installation work.	Y	Included		Y	Included	
Additional Scope Clarifications							
Clarification #1	Scope Item #9 - Credit Sealed Concrete from exterior locations in Wash Building				N		
Clarification #2	Products used for Sealed Concrete and Polished Concrete				Y	Included	PROSOCO LS GUARD & GEMSTONE
Clarification #3	QTO adjustments, price changes				Y	Included	
Clarification #4	Adder for sealed concrete at equipment rooms at wash building				N		
Clarification #5	Sealed and Polished Concrete				N		
Clarification #6	Floor Prep Included	N	$ 5,000		Y	Included	
Allowances							
Owner Allowance	**Description:**						
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.							
Allocations							
Contractor / Trade Allocation	**Description:**						
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.							
Exclusion / Coordination							
Drawing or Specification # and Detail	**Description**						

Base Bid Subtotal	$ 129,600	$ 133,510
Trade Contractor Plugs	$ 5,000	$ -
GILBANE Qualified Plugs Total	$ -	$ -
Owner Allowances	$ -	$ -
Contractor Allocations	$ -	$ -
Reconciled Bid Amount	$ 134,600	$ 133,510

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26								
Gilbane Team Member Responsible for Scope	Berat Akkaya			Spectra Contract Flooring			Percopo		
E-mail Address	Bakkaya@gilbaneco.com			(904) 662-6062			(407) 492-1243		
Phone Number	(904)200-8204			Kenny Weiss			Sid Moore		
				kenny.weiss@spectracf.com			sid@pccusa.com		
Bid Package 09B,2	**Sealed and Polished Concrete**			$ 154,979			$ 64,561		
				Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
General Project Requirements		**Required**	**Confirmation (Y/N)**						
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes		Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes		Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes		Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes		Y	Included		Y	Included	
BIM participation and Execution plan		Yes		Y	Included	Not required - Gilbane Agrees	N	$ -	Not required
Delegated Design		Yes		Y	Included		Y	Included	
Contract Documents		Yes		Y	Included		Y	Included	
General Requirements		Yes		Y	Included		Y	Included	
Project Manual		Yes		Y	Included		Y	Included	
Schedule		Yes		Y	Included		Y	Included	
Logistics		Yes		Y	Included		Y	Included	
Mockup		Yes		Y	Included	In-place mock-ups	Y	Included	in place mock up
		Yes							
Bid per Plans and Specifications?	Any alternates need to be called out	Yes		Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Yes		Y	Included		Y	Included	
All Taxes		Yes		Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes		N	$ -		Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes		Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes		Y	Included		Y	Included	
Workers Comp Insurance		Yes		Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes		Y	Included		Y	Included	
Auto Liability		Yes		Y	Included		Y	Included	
		Yes							
		Yes							
Trade Specific Scope		**Required**	**Confirmation (Y/N)**						
Drawing or Specification # and Detail	**Description:**	----------	----------						
This Agreement shall include, but not be limited to:		Yes							
Specific Scope of Work		Yes							
Scope Item #1	1. Provide and install LVT, Walk-off Matts, Sealed Concrete, Polished Concrete, Stained Polished Concrete, hard tile, resilient base and all resilient molding accessories as required to deliver a turnkey installation.	Yes		n			N		Sealed, Polished and stained polished concrete only
Scope Item #2	2. Provide installation of all rubber nosing at stairs per the finish schedule.	Yes		n			N		
Scope Item #3	3. Provide all cleaning, stripping, and floor leveling/flash patching as required to produce a level floor free from humps, dips and dimples and in accordance with manufacturer's recommended tolerances.	Yes		Y	Included		Y	Included	
Scope Item #4	4. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes		Y	Included		Y	Included	
Scope Item #5	5. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Including but not limited to recycled content and low VOC adhesives. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Yes		Y	Included		Y	Included	
Scope Item #6	6. Include probes for moisture testing at SOG prior to installation of finish flooring.	Yes		n			N		
Scope Item #7	7. Provide all premium glue/adhesive and accessories that allows installation of finish floor without moisture testing.	Yes		N		99% RH	N		
Scope Item #8	8. It is the responsibility of this trade contractor to produce smooth and level transitions between the various flooring types using flash patching, transition/reducer strips, or other appropriate means in accordance with contract documents.	Yes		N			N		
Scope Item #9	9. Assume all wash building flooring is to be Sealed Concrete, include base in interior space.	Yes		Y	Included		Y	Included	
Scope Item #10	10. Allow for expansion joint covers, floor drains and/or any other penetration through the floor or walls.	Yes		N			N		
Scope Item #11	11. Provide all necessary ventilation as necessary to maintain safe air quality during installation of this flooring work.	Yes		Y	Included		Y	Included	
Scope Item #12	12. Provide vinyl base on all cabinetry toe kick spaces.	Yes		N			N		
Scope Item #13	13. Provide all labor, material, equipment and service required to complete all Tile Work as required and/or indicated in the contract documents. Work includes, but is not limited to, wall and floor tile and base, setting materials, grout materials, stone threshold, tile cleaning, crack isolation membrane installation, and all other related work specific within the contract documents.	Yes		N			N		
Scope Item #14	14. Include floating all walls prior to installation.	Yes		N			N		
Scope Item #15	15. Include crack suppression at all areas receiving hard tile.	Yes		N		Only at floor tiles	N		
Scope Item #16	16. Include multiple mobilization as needed, tile flooring installation will take prior to soft flooring installation.	Yes		N			N		
Scope Item #17	17. Provide all necessary equipment, grout, cleaning agents required.	Yes		N			N		
Scope Item #18	18. Verify floor substrate is sloped to drain or that setting bed sloped to drain.	Yes		N			N		
Scope Item #19	19. Provide grout around floor drains to allow complete installation of your work.	Yes		N			N		
Scope Item #20	20. Provide any temporary lighting you may require for your own work.	Yes		N			N		
Scope Item #21	21. Caulk all joints within your work and to adjacent materials, and around objects furnished and installed by others which are within your work.	Yes		N			N		
Scope Item #22	22. This contractor is responsible for fine broom-sweep and scrape the floors as necessary prior to the start of all flooring installation work.	Yes		N			N		
Additional Scope Clarifications									
Clarification #1	Scope Item #9 - Credit Sealed Concrete from exterior locations in Wash Building	Yes		N			N	$ -	
Clarification #2	Products used for Sealed Concrete and Polished Concrete	Yes		Y	Included	PROSOCO LS GUARD & GEMSTONE	Y	Included	PROSOCO LS GUARD
Clarification #3	QTO adjustments, price changes	Yes		Y	Included		N	$ (14,870)	
Clarification #4	Adder for sealed concrete at equipment rooms at wash building	Yes		N			N	$ 1,857	
Clarification #5	Sealed and Polished Concrete	Yes		N			Y	Included	
Clarification #6	Floor Prep Included	Yes		Y	Included		Y	Included	
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Spectra Contract Flooring	Percopo
Trade Contractor Quote Date	7/30/26			(904) 662-6062	(407) 492-1243
Gilbane Team Member Responsible for Scope	Berat Akkaya			Kenny Weiss	Sid Moore
E-mail Address	Bakkaya@gilbaneco.com			kenny.weiss@spectracf.com	sid@pccusa.com
Phone Number	(904)200-8204				
Bid Package 09B,2	**Sealed and Polished Concrete**			$ 154,979	$ 64,561
		Yes			
		Yes			
		Yes			
Allowances		**Required**	**Confirmation (Y/N)**		
Owner Allowance	**Description:**	----------	----------		
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes			
		Yes			
		Yes			
		Yes			
		Yes			
		Yes			
		Yes			
		Yes			
Allocations		**Required**	**Confirmation (Y/N)**		
Contractor / Trade Allocation	**Description:**	Yes			
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes			
		Yes			
		Yes			
		Yes			
		Yes			
		Yes			
		Yes			
		Yes			
		Yes			
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**		
Drawing or Specification # and Detail	**Description**	----------	----------		
		No	With Division?		
		No	Not Required		
	Base Bid Subtotal			$ 154,979	$ 64,561
	Trade Contractor Plugs			$ -	$ (13,013)
	GILBANE Qualified Plugs Total			$ -	$ -
	Owner Allowances			$ -	$ -
	Contractor Allocations			$ -	$ -
	Reconciled Bid Amount			$ 154,979	$ 51,548

Sealed & Polished Concrete Only

Company

Name

Title

Signature

Date

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

		Percopo			S. David & Co.			Cherry Coatings		
Trade Contractor Quote Date	#REF!	(407) 402-1243			(904) 302-1955			(407) 574-1636		
Gilbane Team Member Responsible for Scope	Berat Akkaya	Sid Moore			Greg Burley			Rene Flores		
E-mail Address	Bakkaya@gilbaneco.com	sid@pccusa.com			greg@sdavid.com			rene@cherrycoatings.com		
Phone Number	(904)200-8204									
Bid Package 09C	**Painting**	$ 435,347			$ 645,940			$ 421,978		
		Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
General Project Requirements										
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Y	Included		Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Y	Included		Y	Included		Y	Included	
BIM participation and Execution plan		N	$ -	Not required	N			N		
Delegated Design		N	$ -	Not required	N			N		
Contract Documents		Y	Included		Y	Included		Y	Included	
General Requirements		Y	Included		Y	Included		Y	Included	
Project Manual		Y	Included		Y	Included		Y	Included	
Schedule		Y	Included		Y	Included		Y	Included	
Logistics		Y	Included		Y	Included		Y	Included	
Mockup		Y	Included	In-place mock-ups only	Y	Included		Y	Included	
Bid per Plans and Specifications?	Any alternates need to be called out	Y	Included		Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Y	Included		Y	Included		Y	Included	
All Taxes		Y	Included		Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Y	WMBE	100.00%	Y	Included		Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Y	Included		Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included		Y	Included		Y	Included	
Workers Comp Insurance		Y	Included		Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included		Y	Included		Y	Included	
Auto Liability		Y	Included		Y	Included		Y	Included	
Trade Specific Scope										
Drawing or Specification # and Detail	**Description:**									
This Agreement shall include, but not be limited to:										
Specific Scope of Work										
Scope Item #1	1. Provide all labor, material, equipment, overhead and services required to complete all painting and high performance coating work in accordance with the Contract Documents: Scope of work can include, but is not limited to, painting of interior and exterior walls, ceilings, soffits, fascia, light coves, hollow metal doors & frames, bollards, roof scuttle, exposed loose lintels, exposed exterior relieving angles, railings, stairs, exposed steel, interior louvers, exposed ductwork and piping.	Y	Included		Y	Included		Y	Included	
Scope Item #2	2. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Y			Y	Included		Y	Included	
Scope Item #3	3. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Including but not limited to recycled content and low VOC adhesives. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Y			Y	Included		Y	Included	
Scope Item #4	4. Exterior painting on all tilt-up shall be provided by this trade contractor. This trade contractor shall coordinate with Sealants trade contractor to confirm compatibility of products specified/provided prior to commencement.	Y			Y	Included		Y	Included	
Scope Item #5	5. This trade contractor reviews and accept all surfaces that are receiving paint, proper preparation including pressure washing where applicable prior to painting is the responsibility of this trade contractor.	Y			Y	Included		Y	Included	
Scope Item #6	6. Paint all exposed structure, electrical, ductwork, fire sprinkler, steel catwalk, and other exposed items (all walls and ceiling).	Y			Y	Included		Y	Included	
Scope Item #7	7. It is this contractor's responsibility to use proper primer prior to applying high performance coat on galvanized surfaces on steel bollards, steel stairs, walkways, rail systems, guardrails and the like.	Y	Included		Y	Included		Y	Included	
Scope Item #8	8. This trade contractor is responsible for proper testing of moisture in all substrates coated by this subcontractor.	Y	Included		Y	Included		Y	Included	
Scope Item #9	9. Paint all access panels, louvers, visible coves or encasements, visible electrical panels etc. to be painted to match adjacent surfaces.	Y	Included		Y	Included		Y	Included	
Scope Item #10	10. Provide and install all sealed concrete, polished concrete, stained concrete work per contract documents, provide a breakout cost for this work. Assume wash building receives sealed concrete.	Y	Included		Y	Included		Y	Included	
Scope Item #11	11. Include all floor painting and striping per the equipment drawings in fleet maintenance building and wash building.	Y	Included		Y	Included		Y	Included	
Scope Item #12	12. All exposed metal surfaces will require painting by this trade contractor.	Y	Included		Y	Included		Y	Included	
Scope Item #13	13. Painter's caulk includes caulk in between all dissimilar materials to drywall including but not limited to, casework backsplash, hollow metal frames, aluminum frames, misc. equipment frames and the like.	Y	Included		Y	Included		Y	Included	
Scope Item #14	14. Provide caulking at all ceiling grid to adjacent walls.	Y	Included		Y	Included		Y	Included	
Scope Item #15	15. Caulk around all ceiling/wall mounted devices, access panels and the like.	Y	Included		Y	Included		Y	Included	
Scope Item #16	16. Paint all concrete housekeeping pads.	Y	Included		Y	Included		Y	Included	

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

		Holman	McLeod General Trades
Trade Contractor Quote Date	7/30/26		(352) 558-4084
Gilbane Team Member Responsible for Scope	Berat Akkaya	Ameenah Williams	Mark Marino
E-mail Address	Bakkaya@gilbaneco.com	awilliams@holman-inc.com	mark@mcleodgeneraltrades.com
Phone Number	(904)200-8204		
		$ 107,711	$ 99,100

Bid Package 10A	Specialties	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements							
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y			Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:					Y	Included	
BIM participation and Execution plan		N		Gilbane Agrees	N	-	Not required
Delegated Design		Y	Included	Flagpole will be third party engineering by vendor for cat 4 winds	Y	Included	Flagpole will be third party engineering FL PE
Contract Documents		Y	Included	Holman to review if chosen as qualified bidder	Y	Included	
General Requirements		Y	Included		Y	Included	
Project Manual		Y	Included		Y	Included	
Schedule		Y	Included	Window shades, lockers estimated 12 weeks out after submittal approval	Y	Included	10-12 weeks for toilet partitions
Logistics		Y	Included		Y	Included	
Mockup		Y	Included	Coordinated by Holman PM	N	$ -	Not required
Bid per Plans and Specifications?	Any alternates need to be called out	Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Y	Included		Y	Included	
All Taxes		Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Y	Included	WBE	N	$ -	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:					Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included		Y	Included	
Workers Comp Insurance		Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included		Y	Included	
Auto Liability		Y	Included		Y	Included	
Trade Specific Scope							
Drawing or Specification # and Detail	**Description:**						
This Agreement shall include, but not be limited to:							
Specific Scope of Work							
Scope Item #1	1. This trade contractor shall furnish all labor, material, equipment, tools, layout, supervision, temporary and miscellaneous items necessary to complete install the items per the specifications listed above.	Y	Included		Y	Included	
Scope Item #2	2. Provide layout drawings for all "in-wall" blocking requirements.	Y	Included	Holman PM to coordinate with GBC; Blocking by OTHERS	Y	Included	
Scope Item #3	3. Installation of all specialties (Toilet compartments, toilet, bath and laundry accessories, Fire Protection cabinets and Fire Extinguishers, Flag Poles) including but not limited to, receiving, unloading, storage, stating, protection, fasteners, hangers, glue, equipment, layout and miscellaneous items necessary for a complete installation.	Y	Included		Y	Included	
Scope Item #4	4. Furnish and install Hollman Locker Benches and Lockers in men's and women's restrooms.	Y	Included		Y	Included	
Scope Item #5	5. Provide and install a Turnkey Flagpole System including delegated foundation design by a FL Licensed Professional Engineer. Design to be for Category 4, 160 mph winds. Flagpole to be 30' high from the ground. Include installation and all material/accessories required for the foundation. Include two (2) standard size flags.	Y	Included	Foundation for Flagpole by OTHERS	Y	Included	Flagpole foundations by others.
Scope Item #6	6. Provide 4' tall stainless steel corner guards at all exposed gypsum board corners.	G	$ 5,000	Count needs adjustment	Y	Included	
Scope Item #7	7. Provide and install all Hunter Douglas roller shades and windows and storefronts.	Y	Included		N	$ 9,700	Will provide breakout cost
Scope Item #8	8. Provide and install all walk-off mats.	G	$ 5,000	Will check and revise if possible	N	$ -	Gilbane Agrees
Scope Item #9	9. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Y	Included	Holman PM to coordinate with GBC	Y	Included	
Scope Item #10	10. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Including but not limited to recycled content and low VOC adhesives. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Y	Included		Y	Included	
Additional Scope Clarifications							
Clarification #1	Visual Displays in 113 Training room	G	$ 5,000	Include mount, TV install by OTHERS	N	$ 2,200	
Clarification #2	4' Corner guards, 23 total	G	$ 5,000	Will revise	N	$ 3,000	$130/EA installed if additional needed
Clarification #3	Flagpole 30'	Y	Included		N	$ 9,800	
		CA	$ 3,000	Additional Owner requested Corner Guards	CA	$ 3,000	Additional Owner requested Corner Guards
Allowances							
Owner Allowance	**Description:**						

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

		Holman	McLeod General Trades
Trade Contractor Quote Date	7/30/26		(352) 558-4084
Gilbane Team Member Responsible for Scope	Berat Akkaya	Ameenah Williams	Mark Marino
E-mail Address	Bakkaya@gilbaneco.com	awilliams@holman-inc.com	mark@mcleodgeneraltrades.com
Phone Number	(904)200-8204		

Bid Package 10A	Specialties	$ 107,711	$ 99,100
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.			
Allocations			
Contractor / Trade Allocation	**Description:**		
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.			
Exclusion / Coordination			
Drawing or Specification # and Detail	**Description**		

Base Bid Subtotal	$ 107,711	$ 99,100
Trade Contractor Plugs	$ -	$ 24,700
GILBANE Qualified Plugs Total	$ 20,000	$ -
Owner Allowances	$ -	$ -
Contractor Allocations	$ 3,000	$ 3,000
Reconciled Bid Amount	$ 130,711	$ 126,800

Company

Name

Title

Signature

Date

Selected Bidder

Bid Leveling Sheet

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date: 7/30/26

Gilbane Team Member Responsible for Scope: Berat Akkaya
E-mail Address: Bakkaya@gilbaneco.com
Phone Number: (904)200-8204

Trade Contactor Bid Leveling / Comparisons

Bid Package 10B	Signage			Environmental Graphics Group (727) 376-5596 Matt Wheeldon mwheeldon@egissigns.com			Vital Signs (407) 297-0680 Gary Stephens estimating@vitalsignsorlando.com		
				$ 41,817			$ 34,405		
General Project Requirements		**Required**	**Confirmation (Y/N)**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes		Y	Included				
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes		Y	Included				
Trade Contractor is prequalified in Gilbane's qualification system:		Yes		Y	Included				
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes		Y	Included				
BIM participation and Execution plan		Yes		N					
Delegated Design		Yes		N					
Contract Documents		Yes		Y	Included				
General Requirements		Yes		Y	Included				
Project Manual		Yes		Y	Included				
Schedule		Yes		Y	Included				
Logistics		Yes		Y	Included				
Mockup		Yes		Y	Included				
		Yes							
Bid per Plans and Specifications?	Any alternates need to be called out	Yes		Y	Included				
All Addendum Included:	Addendum #1	Yes		Y	Included				
All Taxes		Yes		Y	Included				
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes		Y	Included				
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes		Y	Included				
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes		Y	Included				
Workers Comp Insurance		Yes		Y	Included				
Professional Liability	If work includes delegated design, include professional liability insurance	Yes		Y	Included				
Auto Liability		Yes		Y	Included				
		Yes							
		Yes							
Trade Specific Scope		**Required**	**Confirmation (Y/N)**						
Drawing or Specification # and Detail	**Description:**	----------	----------						
This Agreement shall include, but not be limited to:		Yes							
Specific Scope of Work		Yes							
Scope Item #1	1. This trade contractor shall furnish all labor, material, equipment, tools, layout, supervision and miscellaneous items necessary to complete all interior and exterior building signage installation.	Yes		Y	Included				
Scope Item #2	2. Include all cast aluminum signage on exterior elevations.	Yes		Y	Included				
Scope Item #3	3. Include all metal signage w/ reflective surface and text at Bays per exterior elevations.	Yes		Y	Included				
Scope Item #4	4. Include custom LEED signage per details.	Yes		Y	Included				
Scope Item #5	5. This contractor is responsible for providing their own lifts for work at heights to complete their own scope of work.	Yes		Y	Included				
Scope Item #6	6. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes		Y	Included				
Scope Item #7	7. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Including but not limited to recycled content and low VOC adhesives. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Yes		Y	Included				
Additional Scope Clarifications									
Clarification #1	Safety Signage	Yes		N	$ 6,434		G	$ 18,000	Missing required signage scope & non-responsive to emails...
Clarification #2	Additional Signage as needed	Yes		CA	$ 2,500		CA	$ 2,500	
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
Allowances		**Required**	**Confirmation (Y/N)**						
Owner Allowance	**Description:**	----------	----------						
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
Allocations		**Required**	**Confirmation (Y/N)**						
Contractor / Trade Allocation	**Description:**	Yes							

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Dittmer			Peachtree			Hutchinson Welding		
Trade Contractor Quote Date	7/30/26			(407) 699-1755			770-439-2120			386-649-9959		
Gilbane Team Member Responsible for Scope	Berat Akkaya			Denise Condello			Andrew Jennings			Robert Hutchinson		
E-mail Address	Bakkaya@gilbaneco.com			denise@dittdeck.com			ajennings@peachtreecovers.com					
Phone Number	(904)200-8204											
Bid Package 10C	**Canopies**			$ 349,500			$ 125,495			$ 122,275		
				Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements		**Required**	**Confirmation (Y/N)**									
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes					Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes					Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes					Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes					Y	Included		Y	Included	
BIM participation and Execution plan		Yes					N	$ -	Not required	N		
Delegated Design		Yes					Y	Included		Y	Included	
Contract Documents		Yes					Y	Included		Y	Included	
General Requirements		Yes					Y	Included		Y	Included	
Project Manual		Yes					Y	Included		Y	Included	
Schedule		Yes					Y	Included	SD's - 6-8 weeks, Fabrication 12-14 weeks	Y	Included	
Logistics		Yes					Y	Included		Y	Included	
Mockup		Yes					N	$ -	Not required	N		
		Yes										
Bid per Plans and Specifications?	Any alternates need to be called out	Yes					Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Yes					Y	Included		Y	Included	
All Taxes		Yes					Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes					N	$ -		N		
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes					Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes					Y	Included		Y	Included	
Worker's Comp Insurance		Yes					Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes					Y	Included		Y	Included	
Auto Liability		Yes					Y	Included		Y	Included	
		Yes										
		Yes										
Trade Specific Scope		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description:**	----------	----------									
This Agreement shall include, but not be limited to:		Yes										
Specific Scope of Work		Yes										
Scope Item #1	1. This Trade Contractor shall furnish and install all pre-engineered aluminum canopies as depicted on the contract documents.	Yes					Y	Included		Y	Included	
Scope Item #2	2. Provide all signed and sealed drawings and calculations. Canopies need to be designed to Category 4, Exposure C, 160-mph ultimate wind speed.	Yes		Y	Included	Add comment if needed	Y	Included		Y	Included	
Scope Item #3	3. Include all flashings, sealants associated with metal canopies to provide a sealed condition as detailed in the construction documents.	Yes		N	$ -	Sub Provided $15k add for this scope	Y	Included		Y	Included	
Scope Item #4	4. Alternate Pricing #1 – Prefinished Aluminum Sunshades.	Yes		G	$ -	N/A - Included in OBB Storefront	N	$ -	N/A - Included in OBB Storefront	N		
Scope Item #5	5. Alternate Pricing #2 – Galv. Steel Trellis at Main Entrance.	Yes					N	$ 20,054	Supporting Steel by other	G	$ 25,000	
Scope Item #6	6. Alternate Pricing #3 – Metal Screen Infill panels, BOD Amico Arch. Metal Systems	Yes					N	$ -	N/A - $258,000.00 Custom Fab if needed, 1/8"	N		
Scope Item #7	7. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes					Y	Included		Y	Included	
Scope Item #8	8. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Including but not limited to recycled content and low VOC adhesives. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Yes					Y	Included		Y	Included	
Additional Scope Clarifications												
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Allowances		**Required**	**Confirmation (Y/N)**									
Owner Allowance	**Description:**	----------	----------									
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Allocations		**Required**	**Confirmation (Y/N)**									
Contractor / Trade Allocation	**Description:**	**Yes**										
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description**	----------	----------									
		No	With Division?									
		No	Not Required									
	Base Bid Subtotal			$		349,500	$		125,495	$		122,275
	Trade Contractor Plugs			$		-	$		20,054	$		-
	GILBANE Qualified Plugs Total			$		-	$		-	$		25,000
	Owner Allowances			$		-	$		-	$		-
	Contractor Allocations			$		-	$		-	$		-
	Reconciled Bid Amount			$		349,500	$		145,549	$		147,275

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

Bid Leveling Sheet

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date: 7/30/26

Trade Contactor Bid Leveling / Comparisons

		Auto Development Group			Sunshine State Equipment			Hydraulic Supply Company			Florida Equipment Service			Interclean			ReladyDyne		
Gilbane Team Member Responsible for Scope		Berat Akkaya			Jennifer Myer			Mike Fox			Martin Liobell			Daren Roberts			Michael Lacey			Jay Ibanez		
E-mail Address		jennifer.l.myer@autodevgroup.com			mike@sunshineequipmentfl.com			martin.liobell@hydraulicsupply.com			daren@flequipment.com			michael.lacey@interclean.com			jay.ibanez@reladyne.com		
Phone Number		(904)200-8204			(407) 848-6115			(786) 873-4883			(904) 378-4466			(720) 827-2984			786-258-5823		
Bid Package 11A	**Equipment**	$ 4,611,642			$ 3,609,929			62,681			$ 2,331,147			$ 669,845			$ 3,988,370		
		Y,N,G,O,A,CA	Value ($)	Comments	Y,N,G,O,A,CA	Value ($)	Comments	Y,N,G,O,A,CA	Value ($)	Comments	Y,N,G,O,A,CA	Value ($)	Comments	Y,N,G,O,A,CA	Value ($)	Comments	Y,N,G,O,A,CA	Value ($)	Comments
General Project Requirements																			
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y	Included		Y	Included	Has to review and accept										Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Y	Included		Y	Included	Has to review and accept										Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Y	Included		Y	Included											Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Y	Included		Y	Included											Y	Included	
BIM participation and Execution plan		N	$ -	Need to have BIM	Y	Included	Will join BIM Meetings but designer is not included										N		
Delegated Design		N	$ -		N												N		
Contract Documents		Y	Included		Y	Included											Y	Included	
General Requirements		Y	Included		Y	Included											Y	Included	
Project Manual		Y	Included		Y	Included											Y	Included	
Schedule		Y	Included	28 Weeks for HD Lifts	Y	Included	Lifts and Crane on 20 week leadtime; 12-14 weeks of installation										Y	Included	
Logistics		Y	Included		Y	Included											Y	Included	
Mockup		Y	Included	In-place mock-ups only	Y	Included											Y	Included	
Bid per Plans and Specifications?	Any alternates need to be called out	N		4/30/2025 Set is included, update.	Y	Included											N		
All Addendum included?:	Addendum #1	N			Y	Included											N		
All Taxes		Y	Included		Y	Included											Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	N	$ -		N												N		
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Y	Included														Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included	$5M/$5M GL Umbrella included	Y	Included	All equipment delivered and hoisted with forklifts										Y	Included	
Workers Comp Insurance		Y	Included		Y	Included											Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included		Y	Included											Y	Included	
Auto Liability		Y	Included		Y	Included											Y	Included	
Trade Specific Scope																			
Drawing or Specification # and Detail	**Description:**																		
This Agreement shall include, but not be limited to:																	Y	Included	
Specific Scope of Work																	Y	Included	
Scope Item #1	1. This trade contractor shall furnish all labor, material, equipment, tools, layout, supervision, temporary and miscellaneous items necessary to completely install all maintenance service equipment and wash equipment as shown on equipment drawings.	Y	Included		Y	Included											Y	Included	
Scope Item #2	2. Complete a turnkey system for all vehicle service equipment, compressed air vehicle service equipment, vehicle wash equipment, vehicle shop equipment, vacuum equipment, vehicle lifts and conveying equipment, relocation of existing equipment (Owner supplied 20-ton lift) and all lubricating oils process piping.	Y			Y	Included											Y	Included	
Scope Item #3	3. All equipment shall be verified for a path of entry from the exterior of the building to the finish location by the trade contractor providing the equipment prior to building erection. Equipment to either be provided through designated door widths or temporary means to dismantle and reassemble the equipment or the building components shall be borne by the trade contractor providing the equipment.	Y			Y	Included											Y	Included	
Scope Item #4	4. Demonstration and onsite testing, and owner training shall be provided by this trade contractor.	Y			Y	Included											Y	Included	
Scope Item #5	5. Furnish all dimensions and locations for all required equipment pads for this scope of work and a submittal showing pad locations and layout. The pads will be placed by the Concrete Trade Contractor.	Y			Y	Included											Y	Included	
Scope Item #6	6. Include all equipment shown on the equipment drawings per the schedules. Include all CF/CI, OF/OI and OF/CI equipment as shown on equipment schedules for maintenance and wash buildings. If there are any exclusions, equipment(s) need to be clearly highlighted. Provide a cost breakout for the CF/CI equipment and OF/OI equipment items.	Y	Included		Y	Included											N		
Scope Item #7	7. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Y	Included		Y	Included											Y	Included	
Scope Item #8	8. Include all signage and striping per the equipment drawings.	N	$ -	Not included	N	$ -	Included by others (painter); no safety signage included either										Y	Included	
Scope Item #9	9. Furnish and install all compressed air piping and accessories, Lubrication fluid piping and accessories per equipment drawings and details.	Y	Included		Y	Included											N		
Scope Item #10	10. This trade contractor is to participate in BIM in coordination of all overhead work led by Gilbane. Refer to Project Manual for BIM standards and specifications, BIM execution plan for details.	N	$ -		Y	Included	Will join BIM Meetings but designer is not included										Y	Included	
Scope Item #11	11. This trade contractor to complete all underground work as required prior to pouring of SOG.	Y	Included		N	$ -	Check in conduit is ran to lifts underground; overhead recommended										Y	Included	
Scope Item #12	12. This trade contractor is responsible for all hangers, Unistrut, all threads, clips, supports, hoisting, scaffolding, manlifts associated with their own scope of work.	Y	Included		Y	Included											Y	Included	
Scope Item #13	13. Provide all stainless-steel heavy-duty metal cabinets, drawers, file cabinets with countertop as shown on interior elevations 1A-406.	Y	Included		Y	Included											Y	Included	
Scope Item #14	14. Provide all equipment and piping as shown in wash building drawings. Include hose reels eq. item #3705 on low and high locations per the elevations total of (12) including overhead piping to high pressure washers.	Y	Included		Y	Included											Y	Included	
Scope Item #15	15. This trade contractor to verify power requirements for all their own equipment referencing electrical panel drawings to validate conformity, any discrepancies shall be noted to Gilbane at the award of contract.	Y	Included		Y	Included													
Scope Item #16	16. Testing of equipment and start up shall be by this trade contractor.	Y	Included		Y	Included													
																	N		
Additional Scope Clarifications																	N		
Adder for 120 Ton Ironworker		Y	Included		N	$ 58,571	Priced after the original bid										N		
Adder for 5-Ton crane		Y	Included		N	$ 160,665	Priced after the original bid										Y	Included	
BIM Coordination		N	$ -		N	$ -	BIM Model not included. Sunshine will attend meetings at no additional cost										Y	Included	
Relocation of Owner Lift Allowance	Shall include removal of existing lift, transporting and all relocation fees, receiving and installatio	Y	Included		Y	Included											Y	Included	
Schedule		Y	Included	Includes multiple mobilizations.	Y	Included											N		
OOP Value		Y	Included		Y	Included											N		
Compass Prequalification Process		Y	Included	No additional cost	N	$ 2,500	Sunshine to confirm cost										N		
Automated Bay Wash	Not included	Y	Included	InterClean	N	$ 386,513											G	$ 669,845	
Supplemental Steel backer for detail 6 on 1QS-501	Coordinated via BIM; supplemantal steel bracket provided by others	N	$ -		N	$ -	Gilbane Agrees										N		
Insurance Premium	$5M/$5M	Y	Included		N	$ 22,500	Does not include $5M/$5M										Y	Included	
Textura Cost		Y	Included	Will include	N	$ 5,000											Y	Included	
EMR Rating		Y	Included	1.01	Y	Included	1.07 EMR										N		
Lubrication Fluid Stainless Steel	Above spec requirement	N	$ -	Carbon Steel included per spec	Y												N		
Replace all copper piping with Aluminum credit		N	$ -	Credit of $192,453.89	N												N		
Cost Escalation	There's cost escalation in 2027	N	$ -		N														
Clarification 9/1 Scope Changes	Relocation of an additional twin post lift 12,000 lbs	N			N														
Credit for all aluminum pipe	All lubrication and copper pipe to aluminum	G	$ (118,160)		N	$ (118,160)											G	$ (118,160)	
	Potential P&P Bond in lieu of SDI	G	$ 76,182		G	$ 70,168											G	$ 77,180	

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contactor Bid Leveling / Comparisons

Trade Contractor Quote Date	7/30/26	Auto Development Group	Sunshine State Equipment	Hydraulic Supply Company	Florida Equipment Service	Interclean	ReladyNe
			(407) 848-6115	(786) 873-4883	(904) 378-4466	(720) 827-2984	786-258-5823
Gilbane Team Member Responsible for Scope	Berat Akkaya	Jennifer Myer	Mike Fox	Martin Llobell	Daren Roberts	Michael Lacey	Jay Ibanez
E-mail Address	Bakkaya@gilbaneco.com	jennifer.l.myer@autodevgroup.com	mike@sunshineequipmentfl.com	martin.llobell@hydraulicsupply.com	daren@flequipment.com	michael.lacey@interclean.com	jay.ibanez@reladyne.com
Phone Number	(904)200-8204						
Bid Package 11A	**Equipment**	$ 4,611,242	$ 3,609,929	$ 62,681	$ 2,331,147	$ 669,845	$ 3,988,370
	Base Bid Subtotal	$ 4,611,242	$ 3,609,929	$ 62,681	$ 2,331,147	$ 669,845	$ 3,988,370
	Trade Contractor Plugs	$ -	$ 517,589	$ -	$ -	$ -	$ -
	GILBANE Qualified Plugs Total	$ (41,978)	$ 70,168	$ -	$ -	$ -	$ 628,865
	Owner Allowances	$ -	$ -	$ -	$ -	$ -	$ -
	Contractor Allocations	$ -	$ -	$ -	$ -	$ -	$ -
	Reconciled Bid Amount	$ 4,569,264	$ 4,197,686	$ 62,681	$ 2,331,147	$ 669,845	$ 4,617,234
				Incomplete Scope	Incomplete Scope	Incomplete Scope	

Selected Bidder

Bid Leveling Sheet

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contactor Bid Leveling / Comparisons

		McKee	Harrell Construction Co.	SBR
Trade Contractor Quote Date	7/30/26			
		407-323-1150	(904) 759-1891	352-414-9145
Gilbane Team Member Responsible for Scope	Berat Akkaya	Jacob Johnson	Jason Harrell	Steve Race
E-mail Address	Bakkaya@gilbaneco.com	jacob@mckeegc.com	jharrell@harrellconstructioninc.com	srace@sbr-contracting.com
Phone Number	(904)200-8204			

Bid Package 13B	PEMB	$ 6,244,087			$ 4,413,000			$ 5,094,226		
		Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements										
Trade Contractor will sign Gilbane's subcontract agreement without comment:		N	$ -	In review.	Y	Included				
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		N	$ -		Y	Included				
Trade Contractor is prequalified in Gilbane's qualification system:		N	$ -	Cost of Compass is included	Y	Included				
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Y	Included		Y	Included				
BIM participation and Execution plan		N	$ -	2D CADs will be provided. BIM might be add	Y	Included				
Delegated Design		Y	Included		Y	Included				
Contract Documents		Y	Included		Y	Included				
General Requirements		Y	Included		Y	Included				
Project Manual		N	$ -	Gilbane will send	Y	Included				
Schedule		Y	Included		Y	Included		Y	Included	14-16 Weeks
Logistics		Y	Included		Y	Included				
Mockup		N	$ -		N	$ -	Finish samples etc. separate			
Bid per Plans and Specifications?	Any alternates need to be called out	Y	Included		N	$ -	See scope clarifications with mark ups			
All Addendum Included:	Addendum #1	Y	Included		Y	Included	Cat 4, Exposure C			
All Taxes		Y	Included		Y	Included				
Community Impact and Engagement Status:	MWBE/MBE etc.	N	$ -		N	$ -				
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Y	Included							
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included		Y	Included		Y	Included	$5M/$5M
Workers Comp Insurance		Y	Included		Y	Included				
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included		Y	Included				
Auto Liability		Y	Included		Y	Included				
										d Rate, $2.8M Highest
Trade Specific Scope										
Drawing or Specification # and Detail	**Description:**									
This Agreement shall include, but not be limited to:										
Specific Scope of Work										
Scope Item #1	1. Design, furnish and install all labor, material, equipment and supervision required to complete all Pre-Engineered Metal Building (PEMB) work as required by and in accordance with the Drawings, Specifications and all applicable Contract Documents.	Y	Included		Y	Included				
Scope Item #2	2. This Trade Contractor shall include complete VDC/BIM Coordination in accordance with the BIM Standards and Specifications included in the Project Manual.	Y		2D CAD	Y	Included	Will have 3D model			
Scope Item #3	3. This is a Delegated Design package requiring Signed and Sealed Drawings and Calculations by a professional engineer licensed in the state of Florida and provide Professional Liability Insurance COI. Note the Wind Exposure Category C and Ultimate Design Wind Speed of 160 mph as noted on the Structural Drawings.	Y	Designed to 150 MPH max. limited by manufacturer		Y	Included				
Scope Item #4	4. Include all as-built drawings, O&M manuals, warranties, and all other closeout documentation associated with this trade package scope of work.	Y			Y	Included				
Scope Item #5	5. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Y			Y	Included				
Scope Item #6	6. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Y			Y	Included				
Scope Item #7	7. Provide all hoisting required and comply with Gilbane's strict crane permitting and fall prevention safety regulations.	Y			Y	Included	Does not require crane			
Scope Item #8	8. Provide Anchor Bolt materials and Anchor Bolt Layout Drawings for the anchor bolts to be installed by the CIP concrete trade contactor. Provide templates. Note that the foundations have been designed by the EOR based on the column reactions shown on Sheet 1S-100A for permit drawings. Please provide notification for any differences between the actual PEMB design reactions and Reaction Tables shown on Sheet 1S-100A for the EOR to review and make any changes to the footing schedule.	Y	Included	Includes QC/Survyeing of Anchor bolt before and after pour.	Y	Included				
Scope Item #9	9. Include standing seam metal roofing assembly shown on the drawings.	y	Included	Roof by Div 13 PEMB Manufacturer, not aluminum, following spec section 13	Y	Included				
Scope Item #10	10. Include all ridge, eaves, gutters, downspouts, and misc. trims.	y	Included		Y	Included				
Scope Item #11	11. Include soffit panels.	y	Included		Y	Included				
Scope Item #12	12. Include Insulated Metal Panels.	y	Included		Y	Included				
Scope Item #13	13. Include roof and wall secondary framing.	y	Included		Y	Included				

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contactor Bid Leveling / Comparisons

		McKee			Harrell Construction Co.			SBR		
Trade Contractor Quote Date	7/30/26									
		407-323-1150			(904) 759-1891			352-414-9145		
Gilbane Team Member Responsible for Scope	Berat Akkaya	Jacob Johnson			Jason Harrell			Steve Race		
E-mail Address	Bakkaya@gilbaneco.com	jacob@mckeegc.com			jharrell@harrellconstructioninc.com			srace@sbr-contracting.com		
Phone Number	(904)200-8204									
Bid Package 13B	**PEMB**	$		6,244,087	$		4,413,000	$		5,094,226
Scope Item #14	14. Include Portal X Bracing as required.	Y	Included		Y	Included				
Scope Item #15	15. Include mezzanine floor framing joists, bracing, beams, columns, metal deck, and edge angles. Concrete and rebar will be provided by others. Include floor opening support angles as shown.	Y	Included		Y	Included	As required by the delegated design			
Scope Item #16	16. Refer to Structural Drawing Notes and provide support framing for canopies, awnings, metal screen panels, and light gauge walls as noted. Provide jamb and header at exterior door as noted.	Y	Included		Y	Included	HSS supports for Amico Mesh per plans only as shown on exterior elevations. Additional steel would be change ordered.			
Scope Item #17	17. Provide PEMB Girts and embed plate as noted on Sheet 1S-300 and Detail C5/1S-501.	N	$ -		Y	Included	Includes PEMB Girts, does NOT INCLUDE EMBEDS			
Scope Item #18	301B.	y	Included		Y	Included				
Additional Scope Clarifications										
Clarification #1	Roof Penetrations QTO:	N	$ -			Y				
Clarification #2	Roof Hatch	N	$ -	Not included		Y				
Clarification #3	Foam Closure Set in Sealant at Metal Deck Flutes	N	$ -			N	Not required			
Clarification #4	Detail D4 on 1A-152, confirm scope coverage by Kirby	N	$ -			N	Not By Kirby			
Clarification #5	Supplemental Steel for Curtainwall and Amico Mesh Screen	G	$ 200,000	Supplemental Steel for Curtain Wall & Amico Mesh Support	CA	$ 200,000	Supplemental Steel for Curtain Wall & Amico Mesh Support	G	$ 200,000	Supplemental Steel for Curtain Wall &
	Base Bid Subtotal	$		6,244,087	$		4,413,000	$		5,094,226
	Trade Contractor Plugs	$		-	$		-	$		-
	GILBANE Qualified Plugs Total	$		200,000	$		-	$		200,000
	Owner Allowances	$		-	$		-	$		-
	Contractor Allocations	$		-	$		200,000	$		-
	Reconciled Bid Amount	$		6,444,087	$		4,613,000	$		5,294,226

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26			WW Gay Mechanical			Summit Fire & Security			Pye-Barker Fire & Safety		
Gilbane Team Member Responsible for Scope	Berat Akkaya			(904) 387-7973			(772) 253-1994			904-909-9466		
E-mail Address	Bakkaya@gilbaneco.com			Mike Bishop			Brittany Peraino			Marcus Kinsey		
Phone Number	(904)200-8204			mbishop@scjensusa.com			bperaino@summitfiresecurity.com			1227estimating@pyebarkerfs.com		
Bid Package 21A	**Fire Suppression**			$ 489,879			No bid			$ 398,381		
				Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements		**Required**	**Confirmation (Y/N)**									
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes								Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes								Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes								Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes								Y	Included	
BIM participation and Execution plan		Yes								Y	Included	
Delegated Design		Yes								Y	Included	
Contract Documents		Yes								Y	Included	
General Requirements		Yes								Y	Included	
Project Manual		Yes								Y	Included	
Schedule		Yes								Y	Included	Longest Lead time - Fire Pump - 12-14 weeks from approvals
Logistics		Yes								Y	Included	
Mockup		Yes								Y	Included	In place mock up if inspector wants to see
		Yes										
Bid per Plans and Specifications?	Any alternates need to be called out	Yes								Y	Included	
All Addendum Included:	Addendum #1	Yes								Y	Included	
All Taxes		Yes								Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes								N	$ -	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes								Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes								Y	Included	
Workers Comp Insurance		Yes								Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes								Y	Included	
Auto Liability		Yes								Y	Included	
		Yes										
		Yes										
Trade Specific Scope		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description:**	---------	---------									
This Agreement shall include, but not be limited to:		Yes								Y	Included	
Specific Scope of Work		Yes								Y	Included	
Scope Item #1	**1.** Furnish and install all labor, material, equipment and supervision required to complete all Fire Suppression and related work as required by and in accordance with the Drawings, Specifications and all applicable Contract Documents.	Yes								Y	Included	
Scope Item #2	**2.** This Trade Contractor shall design the sprinkler piping system (wet and dry) to satisfy the design criteria in Drawings and Specifications. This Trade Contractor shall provide a copy of the engineer's professional liability insurance certificate which covers their design work. Professional Engineer to be licensed in the state of Florida and provide Professional Liability Insurance COI	Yes		Y	Included	Add comment if needed				Y	Included	
Scope Item #3	**3.** Provide signed and sealed shop drawings and hydraulic calculations. Include product data submittals and complete fire pump drawings.	Yes		N	$ -	Sub Provided $15k add for this scope				N	$ 1,500	Pye Barker will provide shop drawings and calculations but will not have a FL registered PE Sign & Seal documents. Confirm with Pond/CoPC. Adding stamp will be $1500
Scope Item #4	**4.** Include cost to perform a water flow test within 12 months of developing the shop drawings and hydraulic calculations.	Yes		G	$ -	ot Included by sub - pulled form estimate column				Y	Included	
Scope Item #5	**5.** This Trade Contractor shall include complete VDC/BIM Coordination in accordance with the BIM Standards and Specifications included in the Project Manual.	Yes								Y	Included	
Scope Item #6	6. Underground fire lines will be stubbed up above finished floor inside the Fire Pump room by the Civil contractor.	Yes								Y	Included	
Scope Item #7	7. Include electronic alarm bell outside the fire pump room to be wired by the Fire Alarm Contractor.	Yes								Y	Included	
Scope Item #8	8. All control valves shall be electronically supervised. Coordinate the type and location of Flow and Supervisory switches with the Fire Alarm	Yes								Y	Included	
Scope Item #9	9. All sprinkler systems are to be Hydrostatically Tested.	Yes								Y	Included	
Scope Item #10	10. Coordinate and confirm acceptable hanger attachments and placement with the Structural Engineer.	Yes								Y	Included	
Scope Item #11	11. Include all required labeling and signage.	Yes								Y	Included	
Scope Item #12	12. Furnish all dimensions and locations for all required equipment pads for this scope of work and a submittal showing pad locations and layout. The pads will be placed by the Concrete Trade Contractor.	Yes								Y	Included	
Scope Item #13	13. Provide concrete pad or splash block if test drain or other discharge locations are not at a concrete slab or floor drain.	Yes								Y	Included	
Scope Item #14	14. Provide test header manifold on the building exterior as specified.	Yes								Y	Included	
Scope Item #15	15. Provide sprinkler coverage below ductwork greater than 48" or for closely grouped ductwork that is less than 48".	Yes								Y	Included	
Scope Item #16	16. Include corrosion resistant fire suppression materials in the areas designated on the drawings.	Yes								Y	Included	
Scope Item #17	17. Include all equipment indicated on the Fire Suppression Details Sheet 1FX501 and as required for a complete Fire Suppression System.	Yes								Y	Included	Need to RFI the redundant backflow (affects detail A3)
Scope Item #18	18. Include Commissioning support for Owner provided Commissioning Agent including meetings, start-up/testing reports, and other documentation as required.	Yes								Y	Included	
Scope Item #19	19. Include all as-built drawings, attic stock, Owner training, O&M manuals, warranties, and all other closeout documentation associated with this trade package scope of work.	Yes								Y	Included	
Scope Item #20	20. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work.	Yes								Y	Included	
Scope Item #21	21. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes								Y	Included	
Scope Item #22	22. Furnish and install all caulking and sealants associated with this Work and between this Work and adjacent work and as required for your work to maintain smoke seal or weather tightness.	Yes								Y	Included	
Scope Item #23	23. This Trade Contractor shall Furnish and install all firestopping as required at all penetrations through rated walls, floors and ceilings in accordance with the Specifications.	Yes								Y	Included	
Scope Item #24	24. Furnish and install smoke draft curtains shown on the drawings.	Yes								N		O.K - Included in BP 08B Storefront
Additional Scope Clarifications												
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26													
Gilbane Team Member Responsible for Scope	Berat Akkaya													
E-mail Address	Bakkaya@gilbaneco.com													
Phone Number	(904)200-8204													
					WW Gay Mechanical			Summit Fire & Security			Pye-Barker Fire & Safety		
					(904) 387-7973			(772) 253-1994			904-909-9466		
					Mike Bishop			Brittany Peraino			Marcus Kinsey		
					mbishop@scdensusa.com			bperaino@summitfiresecurity.com			1227estimating@pyebarkerfs.com		
Bid Package 21A	**Fire Suppression**				$ 489,879			No bid			$ 398,381		
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
Allowances		**Required**	**Confirmation (Y/N)**										
Owner Allowance	**Description:**	----------	----------										
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
Allocations		**Required**	**Confirmation (Y/N)**										
Contractor / Trade Allocation	**Description:**	**Yes**											
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**										
Drawing or Specification # and Detail	**Description**	----------	----------										
		No	With Division?										
		No	Not Required										

Base Bid Subtotal	$ 489,879	$ -	$ 398,381
Trade Contractor Plugs	$ -	$ -	$ 1,500
GILBANE Qualified Plugs Total	$ -	$ -	$ -
Owner Allowances	$ -	$ -	$ -
Contractor Allocations	$ -	$ -	$ -
Reconciled Bid Amount	$ 489,879	$ -	$ 399,881

Company

Name

Title

Signature

Date

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				WW Gay Mechanical			CT Mechanical			Gary Rodgers Plumbing			Energy Air		
Trade Contractor Quote Date	7/30/26			(904) 776-7799			(352) 376-2366			(904) 765-7964			(407) 886-3729		
Gilbane Team Member Responsible for Scope	Berat Akkaya			Reid Shore			Austin Schrack			Andy Rodgers			John Bartkovich		
E-mail Address	Bakkaya@gilbaneco.com			cshore@wwgmc.com			austin@ctmechanical.us			arodgers@grodgerspc.com					
Phone Number	(904)200-8204														
Bid Package 22A	**Plumbing**			$ 1,743,256			$ 1,113,700			$ 1,233,000			$ 1,490,000		
				Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements		**Required**	**Confirmation (Y/N)**												
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes	y							Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes	y							Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes	y							Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes	y							Y	Included		Y	Included	
BIM participation and Execution plan		Yes	y							Y	Included	BIMWorks, Hunter Alexander(GRP)	Y	Included	
Delegated Design		Yes	Not Required							N	-	Not required.	Y	Included	
Contract Documents		Yes	y							Y	Included		Y	Included	
General Requirements		Yes	y							Y	Included		Y	Included	
Project Manual		Yes	y							Y	Included		Y	Included	
Schedule		Yes	y							Y	Included		Y	Included	
Logistics		Yes	y							Y	Included		Y	Included	
Mockup		Yes	y							Y	Included	n/a	Y	Included	In-place mock ups
		Yes	y							Y	Included				
Bid per Plans and Specifications?	Any alternates need to be called out	Yes	y							Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Yes	y							Y	Included		Y	Included	
All Taxes		Yes	y							Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes										Verify	N	$ -	Not required, Gilbane Agrees
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes	y							Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes	y							Y	Included		Y	Included	
Workers Comp Insurance		Yes	y							Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes	Not Required							N	-	Not required.	Y	Included	
Auto Liability		Yes	y							Y	Included		Y	Included	
		Yes													
		Yes													
Trade Specific Scope		**Required**	**Confirmation (Y/N)**												
Drawing or Specification # and Detail	**Description:**	----------	----------												
This Agreement shall include, but not be limited to:		Yes								Y	Included				
Specific Scope of Work		Yes								Y	Included				
Scope Item #1	**1.** Furnish and install all labor, material, equipment and supervision required to complete all Plumbing and related work as required by and in accordance with the Drawings, Specifications and all applicable Contract Documents.	Yes	Y							Y	Included	No water fill station or oil pit at wash...Provide add for fill station (see clarifications below).	y	Included	
Scope Item #2	**2.** This Trade Contractor shall include complete VDC/BIM Coordination in accordance with the BIM Standards and Specifications included in the Project Manual.	Yes	Y							G	$ 35,000	wash & maint.	y	Included	
Scope Item #3	**3.** Include Commissioning support for Owner provided Commissioning Agent including meetings, start-up/testing reports, and other documentation as required.	Yes	Y							Y	Included		y	Included	
Scope Item #4	**4.** Include all as-built drawings, attic stock, Owner training, O&M manuals, warranties, and all other closeout documentation associated with this trade package scope of	Yes	Y							Y	Included		y	Included	
Scope Item #5	**5.** Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes	Y							Y	Included		y	Included	
Scope Item #6	**6.** Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Yes	Y							Y	Included		y	Included	
Scope Item #7	**7.** Coordinate and confirm acceptable hanger attachments and placement with the Structural Engineer.	Yes	Y							Y	Included		y	Included	
Scope Item #8	**8.** Furnish all dimensions and locations for all required equipment pads for this scope of work and a submittal showing pad locations and layout. The pads will be placed by the Concrete Trade Contractor.	Yes	Y							Y	Included		y	Included	
Scope Item #9	**9.** Furnish and install all caulking and sealants associated with this Work and between this Work and adjacent work and as required for your work to maintain smoke or weather tightness.	Yes	Y							Y	Included		y	Included	
Scope Item #10	**10.** This Trade Contractor shall Furnish and install all firestopping as required at all penetrations through rated walls, floors and ceilings in accordance with the	Yes	Y							Y	Included		y	Included	
Scope Item #11	11. Furnish and install a complete domestic cold and hot water system including but not limited to piping, fittings, hangers, valves, meters, gauges, pumps, plumbing fixtures, trim, water heaters, recirculation pumps, insulation, labeling, and tagging, etcetera as required by the plans and specifications. Make connection withing five feet outside the building.	Yes	Y							Y	Included		y	Included	
Scope Item #12	12. Furnish and install a complete sanitary sewer and vent system as required by the plans and specifications. Make connection withing five feet outside the building.	Yes	Y							Y	Included		y	Included	
Scope Item #13	13. Furnish and install a complete oil/water drainage system as required by the plans and specifications. Make connection withing five feet outside the building. Oil/water separator provided by the civil trade contractor.	Yes	Y							Y	Included		y	Included	
Scope Item #14	14. Include OW pit drain for the Cassis Wash (not shown on the drawings).	Yes	Not Required							N	n/a	not required - Refer to RFI #PB-24 - no drain, just piped to pit	N	$ -	Gilbane agrees, compliant with Pre-Bid RFI
Scope Item #15	15. Furnish and install a complete natural gas system as required by the plans and specifications. Make connection to the gas meter/regulator outside the building. Gas meter is provided by TECO Gas.	Yes	Y							Y	Included		Y	Included	
Scope Item #16	16. Furnish and install 2" Schedule 40 PVC pipe below slab for compressed air hose conduit.	Yes	Y							Y	Included		Y	Included	
Scope Item #17	17. Make gas connections to the infrared radiant heaters and Wash Equipment. Heaters and Wash Equipment are provided by others.	Yes	Y							Y	Included		Y	Included	
Scope Item #18	18. Make water connections to Owner furnished equipment including but not limited to ice maker and refrigerators. Pipe the ice maker condensate to grade.	Yes	Y							Y	Included		Y	Included	
Scope Item #19	19. Furnish and install 2" PVC vent connection to tanks and 2" vent up through roof. Coordinate with tank provider.	Yes	Y							Y	Included		Y	Included	
Scope Item #20	20. Furnish and install emergency shower & eye wash including strobe light, alarm, and thermostatic mixing valve. Coordinate power and LV to be provided by the electrical trade contractor.	Yes	Y							Y	Included		Y	Included	
Scope Item #21	21. Include all details shown on Plumbing Sheet 1P-501 and all fixtures and equipment shown in the Plumbing Schedules on Sheet 1P-601.	Yes	Y							Y	Included		Y	Included	
Scope Item #22	22. Include all pressure testing, and Bac-T testing.	Yes	Y							Y	Included		Y	Included	
Scope Item #23	23. This trade contractor is responsible for removal of excavation spoils from underground piping or coordination with Gilbane for spoils to be dispersed and graded on site.	Yes	Y							Y	Included		Y	Included	
Scope Item #24	24. Provide extension of equipment drains to floor drains as needed.	Yes	Y							Y	Included		Y	Included	
Scope Item #25	25. Provide insulation jackets for any exposed ADA sink piping.	Yes	Y							Y	Included		Y	Included	
Scope Item #26	26. Furnish all access panels required for this scope of work to be installed by the drywall trade contractor.	Yes	Y							Y	Included		Y	Included	
Scope Item #27	27. This trade contractor is responsible for any plumbing related core drilling and roof deck cutouts. Roof flashing will be provided by the roofing trade contractor.	Yes	Y							Y	Included		Y	Included	
Scope Item #28	28. Include all cleanout covers.	Yes	Y							Y	Included		Y	Included	
Scope Item #29	29. Include vacuum breakers for hose bibs, wall hydrants, and valves with threaded hose connections.	Yes	Y							Y	Included		Y	Included	
Scope Item #30	30. Furnish and install floor drains and trench drains. Coordinate with the concrete trade contractor during concrete pours to ensure placement is not disturbed during the	Yes	Y							Y	Included		Y	Included	

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26									
Gilbane Team Member Responsible for Scope	Berat Akkaya						WW Gay Mechanical			Energy Air
E-mail Address	Bakkaya@gilbaneco.com						(904) 776-7799			(407) 781-1771
Phone Number	(904)200-8204						Reid Shore			Ann Baker
							cshore@wwgmc.com			abaker@energyair.com
Bid Package 23A	**HVAC**						$ 1,890,396			$ 1,190,000
				Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
General Project Requirements		**Required**	**Confirmation (Y/N)**						
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes					Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes					Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes					Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes					Y	Included	
BIM participation and Execution plan		Yes					Y	Included	
Delegated Design		Yes					Y	Included	
Contract Documents		Yes					Y	Included	
General Requirements		Yes					Y	Included	
Project Manual		Yes					Y	Included	
Schedule		Yes					Y	Included	DX DOAS - 20-26 Weeks IRH -TBD Louvers 16-18 weeks
Logistics		Yes					Y	Included	
Mockup		Yes					Y	Included	In-place mock-ups
		Yes							
Bid per Plans and Specifications?	Any alternates need to be called out	Yes					Y	Included	7/6/2026
All Addendum Included:	Addendum #1	Yes					Y	Included	
All Taxes		Yes					Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes					N	$ -	Not required
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes					Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes					Y	Included	
Workers Comp Insurance		Yes					Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes					Y	Included	
Auto Liability		Yes					Y	Included	
		Yes							
		Yes							
Trade Specific Scope		**Required**	**Confirmation (Y/N)**						
Drawing or Specification # and Detail	**Description:**	---------	---------						
This Agreement shall include, but not be limited to:		Yes							
Specific Scope of Work		Yes							
Scope Item #1	**1.** Furnish and install all labor, material, equipment and supervision required to complete all HVAC and related work as required by and in accordance with the Drawings, Specifications and all applicable Contract Documents.	Yes					Y	Included	
Scope Item #2	**2.** This Trade Contractor shall include complete VDC/BIM Coordination in accordance with the BIM Standards and Specifications included in the Project Manual.	Yes		Y	Included	Add comment if needed	Y	Included	
Scope Item #3	**3.** Include Commissioning support for Owner provided Commissioning Agent including meetings, start-up/testing reports, and other documentation as required.	Yes		N	$ -	Sub Provided $15k add for this scope	Y	Included	
Scope Item #4	**4.** Include all as-built drawings, attic stock, Owner training, O&M manuals, warranties, and all other closeout documentation associated with this trade package scope of work.	Yes		G	$ -	lot Included by sub - pulled form estimate colum	Y	Included	
Scope Item #5	**5.** Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes					Y	Included	
Scope Item #6	**6.** This Trade Contractor shall take note of the building access and make provisions to ensure that your equipment will fit through any of the building's finished restrictions. Review layout and confirm desired route during the submittal phase. Advise Gilbane of where provisions need to be taken for specific items and confirm schedule of delivery.	Yes					Y	Included	
Scope Item #7	**7.** Furnish and install all curbs and/or blocking/framing required for equipment to be purchased or installed in this scope of work. Coordinate locations with the roofing contractor. Coordinate location and electrical requirements (if any) with the electrical contractor.	Yes					Y	Included	
Scope Item #8	**8.** Furnish and install all stands, supports, labeling, curbs, fastening, hurricane bracing, and hoisting necessary.	Yes					Y	Included	
Scope Item #9	**9.** Include all required Florida Product Approval/NOA documentation for equipment, louvers, curbs, etc. to comply with the Authority having Jurisdiction. Refer to the Structural drawings indicating wind Category 4 at 160 mph.	Yes					Y	Included	
Scope Item #10	**10.** Coordinate and layout of the locations and sizes of required framed openings with other trades. Coordinate the installation of all MEP sleeves with other Trade Contractors. Each Trade Contractor who creates an opening in a slab is responsible for covering the opening in a safe manner in accordance with the Gilbane Safety Plan.	Yes					Y	Included	
Scope Item #11	**11.** Furnish all dimensions and locations for all required equipment pads for this scope of work and a submittal showing pad locations and layout. The pads will be placed by the Concrete Trade Contractor.	Yes					Y	Included	
Scope Item #12	**12.** Coordinate and confirm acceptable hanger attachments and placement with the Structural Engineer.	Yes					Y	Included	
Scope Item #13	**13.** This Trade Contractor shall furnish all blocking (wood or other) backing, supports and attachments as needed to the steel structure for the HVAC Work. Include primer and touch-up.	Yes					Y	Included	
Scope Item #14	**14.** Furnish and install all required sound and vibration isolation, equipment supports, including all inertia concrete bases, isolators and restraints.	Yes					Y	Included	

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26											
					WW Gay Mechanical				Energy Air			
					(904) 776-7799				(407) 781-1771			
Gilbane Team Member Responsible for Scope	Berat Akkaya				Reid Shore				Ann Baker			
E-mail Address	Bakkaya@gilbaneco.com				cshore@wwgmc.com				abaker@energyair.com			
Phone Number	(904)200-8204											
Bid Package 23A	**HVAC**				$		1,890,396		$		1,190,000	
Scope Item #15	**15.** Furnish and install all ductwork constructed and insulated per the Contract Documents.	Yes						Y	Included			
Scope Item #16	**16.** Furnish and install all grilles, registers, diffusers, louvers, and required duct accessories.	Yes						Y	Included			
Scope Item #17	**17.** Furnish and install all duct and pipe insulation as specified. No insulation is to be installed until the duct, or piping has been completely tested according to specifications.	Yes						Y	Included			
Scope Item #18	**18.** Furnish and install all instrumentation and controls equipment/devices.	Yes						Y	Included			
Scope Item #19	**19.** Clean all exposed duct work (scheduled to be painted) free of stickers, labels, markings and oils) prior to installation.	Yes						Y	Included			
Scope Item #20	**20.** Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Cover all stored duct prior to installation and cover open ends of installed duct through construction. Furnish and install all required protection/sealing of ductwork during construction to ensure ducts installed remain clean and free from contamination. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Yes						Y	Included			
Scope Item #21	**21.** Install all duct heat and smoke detectors furnished by others (Electrical / Fire Alarm Trade Contractor). This Trade Contractor shall Furnish and install control wiring for fan shut down.	Yes						Y	Included			
Scope Item #22	**22.** Trade Contractor shall coordinate the locations of all thermostats and other control devices with architectural drawings.	Yes						Y	Included			
Scope Item #23	**23.** Trade Contractor shall coordinate and furnish, if necessary, any auxiliary contacts required for their systems to operate in conjunction with equipment furnished by others.	Yes						Y	Included			
Scope Item #24	**24.** Furnish and install all caulking and sealants associated with this Work and between this Work and adjacent work and as required for your work to maintain weather tightness.	Yes						Y	Included			
Scope Item #25	**25.** This Trade Contractor shall Furnish and install all firestopping as required at all penetrations through rated walls, floors and ceilings in accordance with the Specifications.	Yes						Y	Included			
Scope Item #26	**26.** Furnish and install all louvers as noted in the Specification and as shown on the Drawings. Include any sheet metal and/or insulated blank offs as required to close off any unused portion of the louvers.	Yes						Y	Included			
Scope Item #27	**27.** Furnish and install a complete DDC controls system integrated with the Owners BMS system.	Yes						Y	Included			JCI
Scope Item #28	**28.** Provide all test and balance reports associated with the final mechanical system per the Contract Documents. Furnish and install all balancing dampers as required to achieve the required balancing whether shown on the drawings or not.	Yes						Y	Included			TBD - Air Balance Unlimited possibly
Scope Item #29	**29.** Furnish and install all fire dampers. Coordinate with the drywaller for opening locations and sizes. Coordinate with the electrician and motorized damper electrical requirements.	Yes										
Scope Item #30	30. Furnish and install and maintain construction filters at all air handling equipment specified to receive filters in this scope. Replace construction filters with balancing filters during balancing operations. Replace balancing filters with new filters immediately prior to occupancy and provide attic stock as specified.	Yes										
Additional Scope Clarifications												
Clarification #1	Adder for BIM Lead	Yes						Y	$ -			Included under Plumbing
Clarification #2	B vent included at pressure wash boosters at wash building for 12" VTR's	Yes						Y	Included			
Clarification #3	3-Ton split unit at Wash Building	Yes		G	$	15,000		N	$ 15,000			
		Yes										
Allowances		**Required**	**Confirmation (Y/N)**									
Owner Allowance	**Description:**	----------	----------									
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Allocations		**Required**	**Confirmation (Y/N)**									
Contractor / Trade Allocation	**Description:**	Yes										
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes										
		Yes										
		Yes										

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26			WW Gay Mechanical			Energy Air		
				(904) 776-7799			(407) 781-1771		
Gilbane Team Member Responsible for Scope	Berat Akkaya			Reid Shore			Ann Baker		
E-mail Address	Bakkaya@gilbaneco.com			cshore@wwgmc.com			abaker@energyair.com		
Phone Number	(904)200-8204								
Bid Package 23A	**HVAC**			$ 1,890,396			$ 1,190,000		
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**						
Drawing or Specification # and Detail	**Description**	----------	----------						
		No	With Division?						
		No	Not Required						
	Base Bid Subtotal			$ 1,890,396			$ 1,190,000		
	Trade Contractor Plugs			$ -			$ 15,000		
	GILBANE Qualified Plugs Total			$ 15,000			$ -		
	Owner Allowances			$ -			$ -		
	Contractor Allocations			$ -			$ -		
	Reconciled Bid Amount			**$ 1,905,396**			**$ 1,205,000**		

Company

Name

Title

Signature

Date

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date: 7/30/26

Gilbane Team Member Responsible for Scope: Berat Akkaya
E-mail Address: Bakkaya@gilbaneco.com
Phone Number: (904)200-8204

Bid Package 26A	Electrical			Miller Electric 386-804-2152 Jason Morgan jason.morgan@gileselectriccompany.com			SAE (904) 808-3136 Cole Jowers cjowers@southern-atlantic.com		
				$	4,115,000		$		4,188,080
				Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements		**Required**	**Confirmation (Y/N)**						
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes		Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes		Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes		Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes		Y	Included		Y	Included	
BIM participation and Execution plan		Yes		Y	Included		N	$ -	BIM professional is not included but SAE Staff would join BIM meetings for input
Delegated Design		Yes		Y	Included		N	$ -	Nothing that requires structural third party review
Contract Documents		Yes		Y	Included		Y	Included	
General Requirements		Yes		Y	Included		Y	Included	
Project Manual		Yes		Y	Included		Y	Included	
Schedule		Yes		Y	Included	MSB - 40 Weeks, 750kW Generator 28 Weeks	Y	Included	
Logistics		Yes		Y	Included		Y	Included	
Mockup		Yes		Y	Included	In-place mock-ups if required	Y	Included	In-place Mock-ups only
		Yes							
Bid per Plans and Specifications?	Any alternates need to be called out	Yes		Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Yes		Y	Included		Y	Included	
All Taxes		Yes		Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes		N			N	$ -	SAE is not MWBE but 2nd tiers can be
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes		Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes		Y	Included		Y	Included	
Workers Comp Insurance		Yes		Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes		Y	Included		Y	Included	
Auto Liability		Yes		Y	Included		Y	Included	
		Yes							
		Yes							
Trade Specific Scope		**Required**	**Confirmation (Y/N)**						
Drawing or Specification # and Detail	**Description:**	----------	----------						
This Agreement shall include, but not be limited to:		Yes							
Specific Scope of Work		Yes							
Scope Item #1	**1.** Furnish and install all labor, material, equipment and supervision required to complete all Plumbing and related work as required by and in accordance with the Drawings, Specifications and all applicable Contract Documents.	Yes		Y	Included		Y	Included	
Scope Item #2	**2.** This Trade Contractor shall include complete VDC/BIM Coordination in accordance with the BIM Standards and Specifications included in the Project Manual.	Yes		Y	Included		N	$ -	Will join BIM meetings but not participating in 3D model
Scope Item #3	**3.** Include Commissioning support for Owner provided Commissioning Agent including meetings, start-up/testing reports, and other documentation as required.	Yes		Y	Included		Y	Included	
Scope Item #4	**4.** Include all as-built drawings, attic stock, Owner training, O&M manuals, warranties, and all other closeout documentation associated with this trade package scope of work.	Yes		Y	Included		Y	Included	
Scope Item #5	**5.** Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes		Y	Included		Y	Included	
Scope Item #6	**6.** Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Yes		Y	Included		Y	Included	
Scope Item #7	7. Include all required Florida Product Approval/NOA documentation as required to comply with the Authority having Jurisdiction. Refer to the Structural drawings indicating wind Category 4 at 160 mph.	Yes		Y	Included		Y	Included	
Scope Item #8	8. Furnish all dimensions and locations for all required equipment pads for this scope of work and a submittal showing pad locations and layout. The pads will be placed by the Concrete Trade	Yes		Y	Included		Y	Included	
Scope Item #9	9. Coordinate and confirm acceptable hanger attachments and placement with the Structural Engineer.	Yes		Y	Included		Y	Included	
Scope Item #10	10. Furnish and install all caulking and sealants associated with this Work and between this Work and adjacent work and as required for your work to maintain smoke or weather tightness.	Yes		Y	Included		Y	Included	
Scope Item #11	11. This Trade Contractor shall Furnish and install all firestopping as required at all penetrations through rated walls, floors and ceilings in accordance with the Specifications.	Yes		Y	Included		Y	Included	
Scope Item #12	12. Complete power, lighting, and controls systems in accordance with the plans and specifications.	Yes		Y	Included		Y	Included	
Scope Item #13	13. Temporary power and lighting during construction.	Yes		Y	Included		Y	Included	
Scope Item #14	14. Provide embedded electrical and LV items and layout coordination for items to be cast into tilt panels.	Yes		Y	Included		Y	Included	
Scope Item #15	15. Color coded conduit and wiring as specified.	Yes		Y	Included		Y	Included	
Scope Item #16	16. Include equipment and device labeling.	Yes		Y	Included		Y	Included	
Scope Item #17	17. Provide fire rated plywood on MDF room walls as shown on the drawings.	Yes		Y	Included		Y	Included	
Scope Item #18	18. Underground Site conduits are provided by others. Site light poles are provided by others. Primary power Transformers and meters are provided by FPL. Connect all conduits and pull strings for Site electrical, lighting, and LV systems. Make connections within five feet outside the buildings. Refer to the Site Electrical and Site Telecommunications drawings. Also furnish and install all Site electrical and LV above ground equipment and wiring with the exception of the light poles. (See Add Alternate for future EV charging stations).	Yes		Y	Included		Y	Included	
Scope Item #19	19. Equipment and light fixtures are to be bid as specified. Only substitutions that are submitted and approved prior to awarding the trade contract will be accepted.	Yes		Y	Included		Y	Included	

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Miller Electric			SAE		
				386-804-2152			(904) 808-3136		
Gilbane Team Member Responsible for Scope	Berat Akkaya			Jason Morgan			Cole Jowers		
E-mail Address	Bakkaya@gilbaneco.com			jason.morgan@gileselectriccompany.com			ciowers@southern-atlantic.com		
Phone Number	(904)200-8204								
Trade Contractor Quote Date	7/30/26			$ 4,115,000			$ 4,188,080		
Bid Package 26A	**Electrical**								
Scope Item #20	20. Make electrical and low voltage connections to all mechanical equipment, maintenance equipment, disconnects, motors, VFDs, and Owner furnished equipment and appliances. Reference the architectural, mechanical, plumbing, fire suppression, and equipment drawings to ensure all devices and equipment are included.	Yes		Y	Included		Y	Included	
Scope Item #21	21. Verify door swings prior to roughing in switches.	Yes		Y	Included		Y	Included	
Scope Item #22	22. Provide spare empty conduits with pull strings as indicated.	Yes		Y	Included		Y	Included	
Scope Item #23	23. This trade contractor is responsible for any electrical or LV related core drilling and roof deck cutouts. Roof flashing will be provided by the roofing trade contractor.	Yes		Y	Included		Y	Included	
Scope Item #24	24. This trade contractor is responsible for removal of excavation spoils from underground conduit or coordination with Gilbane for spoils to be dispersed and graded on site.	Yes		Y	Included		Y	Included	
Scope Item #25	25. Furnish and install complete generator and ATS system. Coordinate the layout of the generator pad with the concrete trade contractor that will forma and place the concrete.	Yes		Y	Included		N	$ -	Pre-bid RFI clarifying Lift Station and Maintenance Building Generator operation (Added ATS) will need to be included.
Scope Item #26	26. Provide power for an irrigation controller.	Yes		Y	Included		Y		
Scope Item #27	27. Provide power for photovoltaic equipment. Provide empty raceways with pull strings for the photovoltaic system. The photovoltaic panels and equipment will be provided by others.	Yes		Y	Included		N	$ -	
Scope Item #28	28. Design, furnish and install complete Fire Alarm systems in accordance with the plans and specifications. Adhere to and obtain all permits, licenses, and all state and local government requirements. Include Professional Liability Insurance. Include complete battery calculations, voltage drop calculations, product data, and shop drawing submittals. Include connecting interlock modules for equipment to be shut down during an alarm. Provide duct smoke detectors to be installed by the HVAC trade contractor. Tie in tamper, flow switches, fire pump equipment, PIV, and Knox box to the fire alarm system.	Yes		Y	Included	DynaFire	Y		
Scope Item #29	29. Provide the Knox Box and coordinate with the local Fire Marshal or AHJ.	Yes		Y	Included		Y		
Scope Item #30	30. Furnish and install complete lighting protection system for both buildings.	Yes		Y	Included		Y		
Scope Item #31	31. Furnish and install complete telecommunications, and electronic security systems in accordance with the plans and specifications. Comply with the City of Palm Coast's IT Construction Requirements that is included as Appendix A in the project Specifications. All installed cables will be certified by an approved cable analyzer, and test results shall be provided. Include cable tray/ladder rack, equipment racks, wiring, and telecommunications equipment.	Yes		Y	Included	By Miller	y		
Scope Item #32	32. Furnish and install complete Access Control system. Electrified door hardware will be provided by the door trade contractor; however, all other access control devices, equipment, wiring and connections are to be provided by this trade contractor.	Yes		Y	Included		y		
Scope Item #33	33. Provide complete security camera and CCTV system including all devices, equipment, and wiring.	Yes		Y	Included		N		Confirm you are providing Cameras as well as the install
Scope Item #34	34. The City of Palm Coast will provide the fiber optic service to the building. Coordinate with City IT for integration of all new systems with the City's existing IT systems.	Yes		Y	Included		y		
Additional Scope Clarifications									
Clarification #1	BDA Survey	Yes		N	$ (80,500)	Survey is included at $2000, BDA Allowance is removed	N		
Clarification #2	PV Infrastructure Owner Allowance	Yes		N	$ -		N		
Clarification #3	Generator Changes	Yes		N	$ 258,400	Giles to add. Quantify network switches and number of ports.	G	$ 380,000	
Clarification #4	Exterior cameras on poles per Site Drawings	Yes		Y	$ -	(2) security cameras installed on existing poles	N		
Clarification #5	Permit Fees	Yes		N	$ -	Gilbane agrees	N		
Clarification #6	Running wire to existing light poles around maintenance building and wash building	Yes		Y	Included		N		
Clarification #7	Light Pole per Note 4 on C.11.1 at the lift station	Yes		N	$ 3,000		G	$ 3,000	
Clarification #8	Wire to Future EV Chargers per key notes 15. 16 and 17	Yes		Y	Included		N		
Clarification #9	EV Charger make and model for (3) chargers in front of maintenance building	Yes		N	$ (10,000)		N		
Clarification #10	Installation of VFD's supplied by others	Yes		Y	Included		N		
Clarification #11	Pre-Bid RFI's included	Yes		Y	Included		N		
Clarification #12	OA PV Infrastructure Allowance	Yes		CA	$ 40,000	OA - PV Infrastructure Allowance	CA	$ 40,000	OA - PV Infrastructure Allowance
Clarification #13	(1) additional card reader for door added to tire shop	Yes		N	$ 3,900		G	$ 3,900	
Clarification #14	(4) Additional 3-Phase 240V 30A Outlets for Lifts at Heavy Duty Side	Yes		N	$ 11,000		G	$ 11,000	
Clarification #15	Power/Disconnect for Added Mini-Split at Wash Building	Yes		N	$ 2,100		G	$ 2,100	
Clarification #16	Conduit Schedule Changes per Pre-Bid RFI #31	Yes		N	$ 56,600		G	$ 56,600	
Clarification #17	Line Voltage Thermostats for SF and EF at Wash Building	Yes		N	$ 1,900		G	$ 1,900	
		Yes							
Allowances		**Required**	**Confirmation (Y/N)**						
Owner Allowance	**Description:**	----------	----------						
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
Allocations		**Required**	**Confirmation (Y/N)**						
Contractor / Trade Allocation	**Description:**	Yes							

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26																		
Gilbane Team Member Responsible for Scope	Berat Akkaya																		
E-mail Address	Bakkaya@gilbaneco.com																		
Phone Number	(904)200-8204																		
				Ruppert Landscaping					VerdeGo					RJ Landscaping					
				(561) 267-0648					(386) 225-6927										
				Patrick Hayes					Ryan Seifert					Liz Lievano					
				phayes@ruppertcompanies.com					rseifert@verdego.com					office@rjlandscapecontractors.com					
Bid Package 32B	**Landscaping**			$ 313,631					$ 222,691										
				Y,N,G,OA,CA	Value ($)	Comments			Y,N,G,OA,CA	Value ($)	Comments			Y,N,G,OA,CA	Value ($)	Comments			
General Project Requirements		**Required**	**Confirmation (Y/N)**											Significant EMR Concern					
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes							Y	Included									
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes							Y	Included									
Trade Contractor is prequalified in Gilbane's qualification system:		Yes							Y	Included									
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes							Y	Included									
BIM participation and Execution plan		Yes							N	$ -	Gilbane agrees								
Delegated Design		Yes							Y	Included	Irrigation is delegated design.								
Contract Documents		Yes							Y	Included									
General Requirements		Yes							Y	Included									
Project Manual		Yes							Y	Included									
Schedule		Yes							Y	Included	No escalation carried on								
Logistics		Yes							Y	Included									
Mockup		Yes							N	$ -									
		Yes																	
Bid per Plans and Specifications?	Any alternates need to be called out	Yes							Y	Included									
All Addendum Included:	Addendum #1	Yes							Y	Included									
All Taxes		Yes							Y	Included									
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes							N	$ -									
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes							Y	Included									
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes							Y	Included									
Workers Comp Insurance		Yes							Y	Included									
Professional Liability	If work includes delegated design, include professional liability insurance	Yes							Y	Included									
Auto Liability		Yes							Y	Included									
		Yes																	
		Yes																	
Trade Specific Scope		**Required**	**Confirmation (Y/N)**																
Drawing or Specification # and Detail	**Description:**	----------	----------																
This Agreement shall include, but not be limited to:		Yes																	
Specific Scope of Work		Yes																	
Scope Item #1	1. This trade contractor shall furnish and install all landscaping to included but not limited to plants, trees, top soil, seed/sod/turf, bushes, mulch, etc. in accordance with the contract documents	Yes							Y	Included									
Scope Item #2	2. This Trade Contractor shall read thru all applications specifications to include the landscape specs (in both Design Project Manual as well as on IR101, L-001, L-501 and project specifications under Division 32) order to provide all necessary items for a complete package.	Yes		Y	Included	Add comment if needed			Y	Included									
Scope Item #3	3. This Trade contractor shall sod, seed or mulch all required areas to included disturbed areas.	Yes		N	$ -	Sub Provided $15k add for this scope			Y	Included									
Scope Item #4	4. All mowing and maintenance until substantial completion shall be provided by this Trade contractor. All associated weed control, maintenance, fertilizer, pest control, etc. required to obtain a stand of grass by occupancy of the school shall be provided by Subcontractor.	Yes		G	$ -	Not Included by sub - pulled form estimate column			Y	Included									
Scope Item #5	5. This Trade Contractor shall be responsible for maintaining and adjusting all guying and bracing as needed through the warranty period and shall remove all guying/bracing at the end of the one-year warranty.	Yes							Y	Included									
Scope Item #6	6. This Trade Contractor shall furnish and install all irrigation as required by the contract documents. This work shall include but not limited to water meters, back flow preventers, flow meter, gauges, controllers, pedestals, booster pumps and/or any other equipment required.	Yes							N	$ -	Meter by CoPC								
Scope Item #7	7. The Trade Contractor shall verify available water supply for minimum flow and pressure prior to construction.	Yes							y	Included									
Scope Item #8	8. All bedding material to be provided by Subcontractor.	Yes							y	Included									
Scope Item #9	9. If not clearly noted, SUBCONTRACTOR shall clarify spacing of each plant material within planting beds included in the base bid and provide alternates for more densely spaced plantings for analysis.	Yes							y	Included									
Scope Item #10	10. Soil testing and soil amendments as required.	Yes							y	Included	Testing included - soil import/amendment not.								
Scope Item #11	11. Irrigation meters and taps shall be provided by Sitework Trade Contractor, connection to and complete irrigation system, including BFP device by this Trade Contractor.	Yes																	
Scope Item #12	12. If a Booster pump for irrigation system is required after the flow test, this shall be provided by this Trade Contractor.	Yes																	
Scope Item #13	13. Include design fees for the irrigation system.	Yes																	
Scope Item #14	14. Provide irrigation sleeves as indicated on IR101 and IR102.	Yes																	
Scope Item #15	15. All sleeves for irrigation system shall be installed, as-built, and uncovered by this Trade Contractor.	Yes																	
Scope Item #16	16. Sitework Trade Contractor shall provide the site to within +-10th of 1 foot of final grade prior to irrigation installation. This Trade Contractor shall provide fine grading from completion of irrigation system to final acceptance.	Yes																	
Scope Item #17	17. All sod shall be in good condition and in complete pieces (not parts or clumps). All sod shall be rolled by this Trade Contractor after installation.	Yes																	
Scope Item #18	18. This Trade Contractor shall include all irrigation signage.	Yes																	
Scope Item #19	19. This Trade Contractor is required to provide a 60-day landscape maintenance period including weeding, mowing, re-mulching and watering from final acceptance has been provided in writing by the owner.	Yes							N	$ 5,645									
Additional Scope Clarifications																			
Clarification #1	Soil Amendment per Scope #10	Yes							N	$ 13,680									
Clarification #2	2.5" Caliper ILO 3.5"	Yes							Y	$ -	Including 3.5" caliper per plans								
Clarification #3	Remove existing planting/bahia around stabilized slopes of ponds prior to installation of St. Augustine	Yes							N	$ 5,624									
Clarification #4	Separate irrigation controller and system for Phase 1C installed by Wash Building	Yes							N	$ -	O.K - 1 system is acceptable								
		Yes																	
		Yes																	
		Yes																	
		Yes																	
		Yes																	
		Yes																	
		Yes																	
		Yes																	
		Yes																	
Allowances		**Required**	**Confirmation (Y/N)**																
Owner Allowance	**Description:**	----------	----------																

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Ruppert Landscaping			VerdeGo			RJ Landscaping		
Trade Contractor Quote Date	7/30/26			(561) 267-0648			(386) 225-6927					
Gilbane Team Member Responsible for Scope	Berat Akkaya			Patrick Hayes			Ryan Seifert			Liz Lievano		
E-mail Address	Bakkaya@gilbaneco.com			phayes@ruppertcompanies.com			rseifert@verdego.com			office@rjlandscapecontractors.com		
Phone Number	(904)200-8204											
Bid Package 32B	**Landscaping**			$ 313,631			$ 222,691					
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes										
		Yes										
		Yes		OA								
		Yes					Yes					
		Yes										
		Yes										
		Yes										
		Yes										
Allocations		**Required**	**Confirmation (Y/N)**									
Contractor / Trade Allocation	**Description:**	**Yes**										
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes										
		Yes										
		Yes		CA								
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description**	----------	----------									
		No	With Division?									
		No	Not Required									
	Base Bid Subtotal			$ 313,631			$ 222,691			$ -		
	Trade Contractor Plugs			$ -			$ 24,949			$ -		
	GILBANE Qualified Plugs Total			$ -			$ -			$ -		
	Owner Allowances			$ -			$ -			$ -		
	Contractor Allocations			$ -			$ -			$ -		
	Reconciled Bid Amount			$ 313,631			$ 247,640			$ -		

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Armstrong Fence			Smith Fence Co.			PSG		
Trade Contractor Quote Date	7/30/26											
Gilbane Team Member Responsible for Scope	Berat Akkaya									(386) 532-2100		
E-mail Address	Bakkaya@gilbaneco.com			Don Miller			Jamie Allen			Ovi Morales		
Phone Number	(904)200-8204			dmiller@armstrong-fence.com			jallen@smithfence.com			ryan@sterlingenterprisesllc.com		
Bid Package 32C	**Fence & Gates**			$ 119,001			$ 157,277			$ 148,694		
				Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements		**Required**	**Confirmation (Y/N)**									
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes		Y	Included	INC scope				Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes		Y	Included					Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes		Y	Included					Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes		Y	Included					Y	Included	
BIM participation and Execution plan		Yes		N						N	$ -	Not required
Delegated Design		Yes		Y	Included					Y	Included	
Contract Documents		Yes		Y	Included					Y	Included	
General Requirements		Yes		Y	Included					Y	Included	
Project Manual		Yes		Y						Y	Included	
Schedule		Yes		Y	Included					Y	Included	
Logistics		Yes		Y	Included					Y	Included	
Mockup		Yes		Y	Included					Y	Included	
		Yes										
Bid per Plans and Specifications?	Any alternates need to be called out	Yes		Y	Included					Y	Included	
All Addendum Included:	Addendum #1	Yes		Y	Included					Y	Included	
All Taxes		Yes		Y	Included					Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes		Y	Included					Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes		Y	Included					Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes		Y	Included					Y	Included	
Workers Comp Insurance		Yes		Y	Included					Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes		Y	Included					Y	Included	
Auto Liability		Yes		Y	Included					Y	Included	
		Yes										
		Yes										
Trade Specific Scope		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description:**	----------	----------									
This Agreement shall include, but not be limited to:		Yes										
Specific Scope of Work		Yes										
Scope Item #1	1. This Trade Contractor shall furnish all material, labor, tools, supervision, temporary and miscellaneous items necessary to completely install all fencing and gates in accordance with the contract documents.	Yes	Y	Y	Included					Y	Included	
Scope Item #2	2. This Trade Contractor shall furnish and install all chain link fencing, fabric, barbed wire and accessories required in accordance with City of Palm Coast design guidelines, details provided in C8.0 and Specifications 323113. All fence and gates are black vinyl coated.	Yes	Y	Y						Y	Included	
Scope Item #3	3. Provide (1) manual drive gate at north side of property next to Lake where it calls out for "Gate".	Yes	Y	Y						Y	Included	
Scope Item #4	4. Lift station fencing per detail on C.11.1.	Yes	Y	Y						Y	Included	
Scope Item #5	5. All concrete foundations required for fencing as shown shall be provided by Trade Contractor.	Yes	Y	Y						Y	Included	
Scope Item #6	6. All surveying and layout required to complete this scope of work is to be included in the base contract.	Yes	N	G	$ 2,500					Y	$ -	Gilbane Agrees
Additional Scope Clarifications												
Clarification #1	Extend fence posts by 1'	Yes	N	N						N	$ -	
Clarification #2	Final location of fence along the perimeter TBD, behind curb or along the slope, no cost difference	Yes	Y	N						Y	Included	
Clarification #3	Cost to add 5' gate vinyl coated	Yes	N	N						N	$ -	900$/ea installed
Clarification #4	Cost Escalation if installed at the end of 2028	Yes	N	N						N	$ -	
Clarification #5	QTO Adjustment	Yes	N	N	$ 18,003					N	$ (9,617)	326 lf less
Clarification #6	Demo and Replace adjacent fence at WTP #3	Yes		G	$ 10,888					N	$ 10,888	
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Allowances		**Required**	**Confirmation (Y/N)**									
Owner Allowance	**Description:**	----------	----------									
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Allocations		**Required**	**Confirmation (Y/N)**									
Contractor / Trade Allocation	**Description:**	Yes										
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes										

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Armstrong Fence			Smith Fence Co.			PSG		
Trade Contractor Quote Date	7/30/26											
Gilbane Team Member Responsible for Scope	Berat Akkaya									(386) 532-2100		
				Don Miller			Jamie Allen			Ovi Morales		
E-mail Address	Bakkaya@gilbaneco.com			dmiller@armstrong-fence.com			jallen@smithfence.com			ryan@sterlingenterprisesllc.com		
Phone Number	(904)200-8204											
Bid Package 32C	**Fence & Gates**			$ 119,001			$ 157,417			$ 148,694		
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description**	---------	---------									
		No	With Division?									
		No	Not Required									
	Base Bid Subtotal			$ 119,001			$ 157,417			$ 148,694		
	Trade Contractor Plugs			$ 18,003			$ -			$ 1,271		
	GILBANE Qualified Plugs Total			$ 13,388			$ -			$ -		
	Owner Allowances			$ -			$ -			$ -		
	Contractor Allocations			$ -			$ -			$ -		
	Reconciled Bid Amount			$ 150,392			$ 157,417			$ 149,965		

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

		Florida Solar	Solar-Fit	Fifteen Light Years
Trade Contractor Quote Date	7/30/26			
		Blake Blackmon	(386) 527-1435 Bill Gallagher	855-438-1515 Nicole Giordano
Gilbane Team Member Responsible for Scope	Berat Akkaya			
E-mail Address	Bakkaya@gilbaneco.com	blake@floridasolarcontracting.com	bill@solar-fit.com	
Phone Number	(904)200-8204			
Bid Package 48A	**Solar Panels**	$ 778,000	$ 856,800	$ 1,068,180

				Florida Solar			Solar-Fit			Fifteen Light Years		
				Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements		**Required**	**Confirmation (Y/N)**									
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes		Y	Included		Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes		Y	Included		Y	Included		Y	Included	
BIM participation and Execution plan		Yes		Y	Included		Y	Included	SolarFit will join meetings as required for coordination	Y	Included	
Delegated Design		Yes		Y	Included		Y	Included		Y	Included	
Contract Documents		Yes		Y	Included		Y	Included		Y	Included	
General Requirements		Yes		Y	Included		Y	Included		Y	Included	
Project Manual		Yes		Y	Included		Y	Included		Y	Included	
Schedule		Yes		Y	Included		Y	Included		Y	Included	
Logistics		Yes		Y	Included		Y	Included		Y	Included	
Mockup		Yes		N			N	$ -		N		
		Yes										
Bid per Plans and Specifications?	Any alternates need to be called out	Yes		Y	Included		Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Yes		Y	Included		Y	Included		Y	Included	
All Taxes		Yes		Y	Included		Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes										
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes		Y	Included		Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes		Y	Included		Y	Included		Y	Included	
Workers Comp Insurance		Yes		Y	Included		Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes		Y	Included		Y	Included		Y	Included	
Auto Liability		Yes		Y	Included		Y	Included		Y	Included	
		Yes										
		Yes										
Trade Specific Scope		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description:**	----------	----------									
This Agreement shall include, but not be limited to:		Yes										
Specific Scope of Work		Yes										
Scope Item #1	1. Furnish and install all labor, material, equipment and supervision required to complete all Solar Photovoltaic System and related work as required by and in accordance with the Drawings, Specifications and all applicable Contract Documents.	Yes		Y	Included		Y	Included		Y	Included	
Scope Item #2	2. This Trade Contractor shall include complete VDC/BIM Coordination in accordance with the BIM Standards and Specifications included in the Project Manual.	Yes		Y			Y	Included		Y	Included	
Scope Item #3	3. Include Commissioning support for Owner provided Commissioning Agent including meetings, start-up/testing reports, and other documentation as required.	Yes		Y			Y	Included		Y	Included	
Scope Item #4	4. Include all as-built drawings, attic stock, Owner training, O&M manuals, warranties, and all other closeout documentation associated with this trade package scope of work.	Yes		Y			Y	Included		Y	Included	
Scope Item #5	5. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes		N			N	$ -	Need to confirm they can do ODP	N		
Scope Item #6	6. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture. Include metering devices as required for LEED.	Yes		Y	Included		Y	Included		Y	Included	
Scope Item #7	7. Include all required Florida Product Approval/NOA documentation or design calculations to meet the wind category as required to comply with the Authority having Jurisdiction. Refer to the Structural drawings indicating wind Category 4 at 160 mph.	Yes		N			N	$ -	Upgraded to Cat 4	N		
Scope Item #8	8. Furnish and install all caulking and sealants associated with this Work and between this Work and adjacent work and as required for your work to maintain smoke or weather tightness.	Yes		Y	Included		Y	Included	Masterseal MP-1	Y	Included	
Scope Item #9	9. This Trade Contractor shall Furnish and install all firestopping as required at all penetrations through rated walls, floors and ceilings in accordance with the Specifications.	Yes		y	Included		y	Included		y	Included	
Scope Item #10	10. Provide a fully delegated designed of photovoltaic system. Include engineering, permits, materials, equipment, grid interconnection coordination with Utility company (FPL), monitoring set up, and commissioning.	Yes		y	Included		y	Included		y	Included	
Scope Item #11	11. Furnish and install complete turn-key roof mounted solar array and associated racking system installed on standing seam metal roof (roof provided by others). Maintain access walkways and roof edge clearances shown on the Architectural drawings. 40% of the total roof area shall be installed with a total effective photovoltaic area of 22,000 SF. The total building usage is estimated to be 710,388 kWh/year.	Yes		y	Included		y	Included		y	Included	
Scope Item #12	12. Coordinate with the Utility company (FPL) and the Owner to facilitate Solar Tax Credits.	Yes		y	Included		y	Included	No Solar Tax Credits for projects completed after 2027.	y	Included	
Scope Item #13	13. Coordinate with the Electrical trade contractor for the size, quantity, and layout of the required raceways for your system. The raceways with pull strings will be provided by the electrical contractor.	Yes		y	Included		y	Included	Includes PV Panel, Breaker. Main Disconnect furnished by Electrician - conduit and wire from Disconnect to PV Panel by SolarFit. SolarFit Includes all raceways required for their own system.	y	Included	
Scope Item #14	14. Coordinate layout for Solar PV System equipment in the main electrical room.	Yes		y	Included		y	Included		y	Included	
Scope Item #15	15. Provide Life Cycle/Payback analysis for the Owner.	Yes		y	Included		y	Included		y	Included	
Scope Item #16	16. Provide Value Engineering options for a reduced initial installation with the capacity to expand to full capacity in the future. See deductive alternate section above.	Yes		y	Included		y	Included		y	Included	
		Yes										
Additional Scope Clarifications												
Solar Module		Yes		y	Included		y	Included	Hyundai	y	Included	
Solar Module Size		Yes		G	$ -		y	Included	640 Watts DC			
Solar Module #		Yes					y	Included	#775			
Solar Power Size		Yes		G	$ 150,000	320 KW	y	Included	496,230 DC Watts			
Power Inverters		Yes					y	Included	SEKUS			
Power Optimizers		Yes					y	Included	SolarEdge P600			
ODP Value		Yes					N	$ -				
Three Electric Vehicle (EV) Chargers - OA		Yes		G	$ 24,795		N	$ 24,795		G	$ 24,795	
		Yes										

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26																
Gilbane Team Member Responsible for Scope	Berat Akkaya																
E-mail Address	Bakkaya@gilbaneco.com																
Phone Number	(904)200-8204																
				Florida Solar			Solar-Fit			Fifteen Light Years		
							(386) 527-1435			855-438-1515		
				Blake Blackmon			Bill Gallagher			Nicole Giordano		
				blake@floridasolarcontracting.com			bill@solar-fit.com					
Bid Package 48A	**Solar Panels**			$ 778,000			$ 856,800			$ 1,068,180		
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
	Base Bid Subtotal			$ 778,000			$ 856,800			$ 1,068,180		
	Trade Contractor Plugs			$ -			$ 24,795			$ -		
	GILBANE Qualified Plugs Total			$ 174,795			$ -			$ 24,795		
	Owner Allowances			$ -			$ -			$ -		
	Contractor Allocations			$ -			$ -			$ -		
	Reconciled Bid Amount			$ 952,795			$ 881,595			$ 1,092,975		

Company _____

Name _____

Title _____

Signature _____

Date _____

PROJECT NAME: Palm Coast Public Works Facility **OWNER:** City of Palm Coast **PROJECT LOCATION:** , FL **AE:**

Construction Professional Staffing

Personnel	Name	Hours	Avg. Hrly Rate	Total
Project Executive	Ty P Bliss	881	$144.32	**$127,142**
Sr Project Manager	Berat Akkaya	3,274	$119.94	**$392,683**
Lead Superintendent	Peter Medeiros	3,274	$104.92	**$343,500**
Field Engineer I	Trysten A Pujol	3,490	$63.21	**$220,619**
Field Engineer II	TBD1	1,404	$76.23	**$107,027**
Construction Intern 2	TBD2	1,640	$44.82	**$73,508**
Business Leader I	Adam J Verducci	42	$231.40	**$9,720**
Project Controller	Stephanie L Taylor	46	$112.02	**$5,153**
Accountant II	Brian P McCarren	786	$74.86	**$58,841**
Purchasing Director	Yannick B Dauphas	100	$151.17	**$15,117**
Purchasing Agent II	Ashly N Hollenback	200	$59.73	**$11,946**
Scheduling Director	Ronald H Weber Jr	40	$215.85	**$8,635**
Sr Safety Manager	Jeffrey L Phelps	156	$123.54	**$19,274**
Totals		**15,333**		**$1,393,165**

PROJECT NAME: Palm Coast Public Works Facility **OWNER:** City of Palm Coast **PROJECT LOCATION:** , FL **AE:**

Construction Site Services

Description	QTY	Unit	Rate	Billable Amount
Cleanup				**$45,000**
Dumpsters	100	Ea	$450.00	$45,000
Equipment and Small Tools				**$30,000**
Small Tools	20	Mo	$500.00	$10,000
Temporary Heating and Cooling	2	Mo	$10,000.00	$20,000
Incentives				**$67,542**
Bonus: Berat Akkaya	1	Mo	$27,622.00	$27,622
Bonus: Peter Medeiros	1	Mo	$21,478.00	$21,478
Bonus: TBD1	1	Mo	$4,171.00	$4,171
Bonus: Ty P Bliss	1	Mo	$14,271.00	$14,271
Job Travel				**$13,000**
Project Travel/Mileage	20	Mo	$650.00	$13,000
Jobsite Setup				**$3,400**
Fire Extinguishers Purchase (Consumables)	4	Ea	$250.00	$1,000
Fire Extinguishers Recharge	4	Ea	$100.00	$400
Signage - Jobsite Sign (Consumable)	1	LS	$2,000.00	$2,000
Jobsite Temporary Items				**$3,000**
Lunch Tent	1	LS	$3,000.00	$3,000
Photos				**$12,000**
360 Imagery	1	LS	$3,000.00	$3,000
Drone	20	Mo	$300.00	$6,000
Final Professional Photos	1	LS	$3,000.00	$3,000
Project Permits				**$500**
Permit Expenses	1	LS	$500.00	$500
Related Services				**$5,000**
Janitorial Service	20	Mo	$250.00	$5,000
Safety				**$3,200**
AED Unit Purchase	1	Ea	$1,000.00	$1,000
AED Unit Recertify	1	Ea	$500.00	$500
First Aid Kits (Consumable)	1	LS	$300.00	$300
Safety Boots	4	Ea	$100.00	$400
Safety Supplies (Consumable)	20	Mo	$50.00	$1,000
Sanitary Facilities				**$20,000**
GRAND TOTALS:				**$631,336**

Description	QTY	Unit	Rate	Billable Amount
Temporary Toilets	20	Mo	$1,000.00	$20,000
Trailer Supplies				**$5,000**
Drawing Reproduction	2	Ea	$500.00	$1,000
Drinking Water	20	Mo	$100.00	$2,000
Office Supplies	20	Mo	$100.00	$2,000
Technology				**$223,694**
Connectivity - Internet	20	Mo	$400.00	$8,000
Hardware - Cell Phone - Standard Issue	20	Ea	$450.00	$9,000
Hardware - iPad Standard	20	Ea	$450.00	$9,000
Hardware - Laptop Peripherals	1	LS	$1,000.00	$1,000
MIS: Enterprise-wide Support Applications	16235	Hr	$1.49	$24,190
MIS: Fixed Technology Support Service	16235	Hr	$2.43	$39,451
MIS: Job Specific Technology Service	16235	Hr	$5.56	$90,267
Software - Procore	37240	Ea	$0.65	$24,206
Textura CPM Software - Gilbane Only	1	Ea	$8,580.00	$8,580
Software - Clearstory	1	Ea	$10,000.00	$10,000
Temporary Fence				**$50,000**
Temp Fencing mods & Scrim	1	LS	$50,000.00	$50,000
Temporary Protection				**$15,000**
Polished Concrete Floors	5000	Sf	$3.00	$15,000
Temporary Rails				**$40,000**
Fencing/Barriers	1	LS	$40,000.00	$40,000
Trailer				**$95,000**
Office	20	Mo	$4,200.00	$84,000
Setup and Removal	1	LS	$5,000.00	$5,000
Storage Containers	20	Mo	$300.00	$6,000
GRAND TOTALS:				**$631,336**

Next 150

Craft Labor Billing

Personnel	Hours	Avg. Hrly Rate	Total
General Labor(1)	1,979	$63.01	**$124,703**
Totals	**1,979**	**$63.01**	**$124,703**

Total Site Services: $756,038

Owner Allowances

Palm Coast Public Works Facility

J08878

9/18/2026

Type	Allowance No.	Allowance Description	Value in Trade Contract ($)	Value Not in Trade Contract ($)
Owner	OA-01	Builder's Risk Insurance	$ -	$ 430,000.00
Owner	OA-02	Balance of Sitework, Temp Access Road, Signage & Striping	$ -	$ 475,000.00
		Total	**$ -**	**$ 905,000**
Allowances identified as "Owner" shall reconcile to the Owner's Contingency via Change Order and require Owner approval prior to use.				

Trade Allocations

Palm Coast Public Works Facility

J08878

9/18/2026

Trade Allocation No.	Bid Package No. & Description	Trade Allocation	Total
03A-01	03A Concrete	Elevated Deck Changes based on Delegated Design	$ 30,000
03A-02	03A Concrete	Bollard Modification Allowance	$ 20,000
03A-03	03A Concrete	Additional 30 days of bracing	$ 16,000
03A-04	03A Concrete	Tilt Wall Bracing to Outside	$ 38,000
05A-01	05A Structural Steel	Supplemental Steel	$ 25,000
07C-01	07C Insulation	Patching Allowance	$ 5,000
10A-01	10A Misc. Specialties	Additional Corner Guards	$ 3,000
10B-01	10B Signage	Additional Signage	$ 2,500
13B-01	13B PEMB	Supplemental Steel for Curtain Wall & Amico Mesh Support	$ 200,000
26A-01	26A Electrical	PV Infrastructure Allowance	$ 40,000
		Total	**$ 379,500**
Trade Allocations identified shall reconcile to the CM Contingency and do not require prior Owner authorization.			

Builders Risk Quote (Travelers)

Program: Full N/A **Trns Type:** Quote
Date: 9/8/26

BUILDERS RISK PREMIUM		Transactions	
$420,423	**Total Term Premium**	**$0**	
$214,176	Builders Risk Premium	**$0**	
$6,248	Faulty, Inadequate, Defective Wkmanship	**$0**	
Incl. in Term Premium	Terrorism (TRIA)	**$0**	
$200,000	Excess Windstorm Indication	**$0**	
$0	0.0000	**$0**	

Project Name:	Palm Coast Public Works Facility
Job Number:	J08878.100
Construction Type:	6 Fire Resistive
Project Term:	1/4/2027 - 9/11/2028
Project Location:	**400 Peavy Grade, Palm Coast, FL 32137**

Project Description
Construction of new fleet maintenance building and a seperate wash building. Envelope to be strenghened to category 4 hurricanes for shelter. Main building shell is made out of pre-engineered metal building and tilt walls up to 20', above tilt walls to be combination of insulated metal panels and translucent panels. Main building roof to be standing seam roof and will have solar panels. Wash building is traditional tilt wall and structural steel with flat roof that is TPO.

Builders Risk Limit	**$37,000,000**	**Delay in Completion Limit**	**$5,000,000**
Hard Cost	**$37,000,000**	**Soft Costs:**	**$5,000,000**
Equipment	**$0**	**Business income/ loss of rents:**	**$0**

Sublimits:

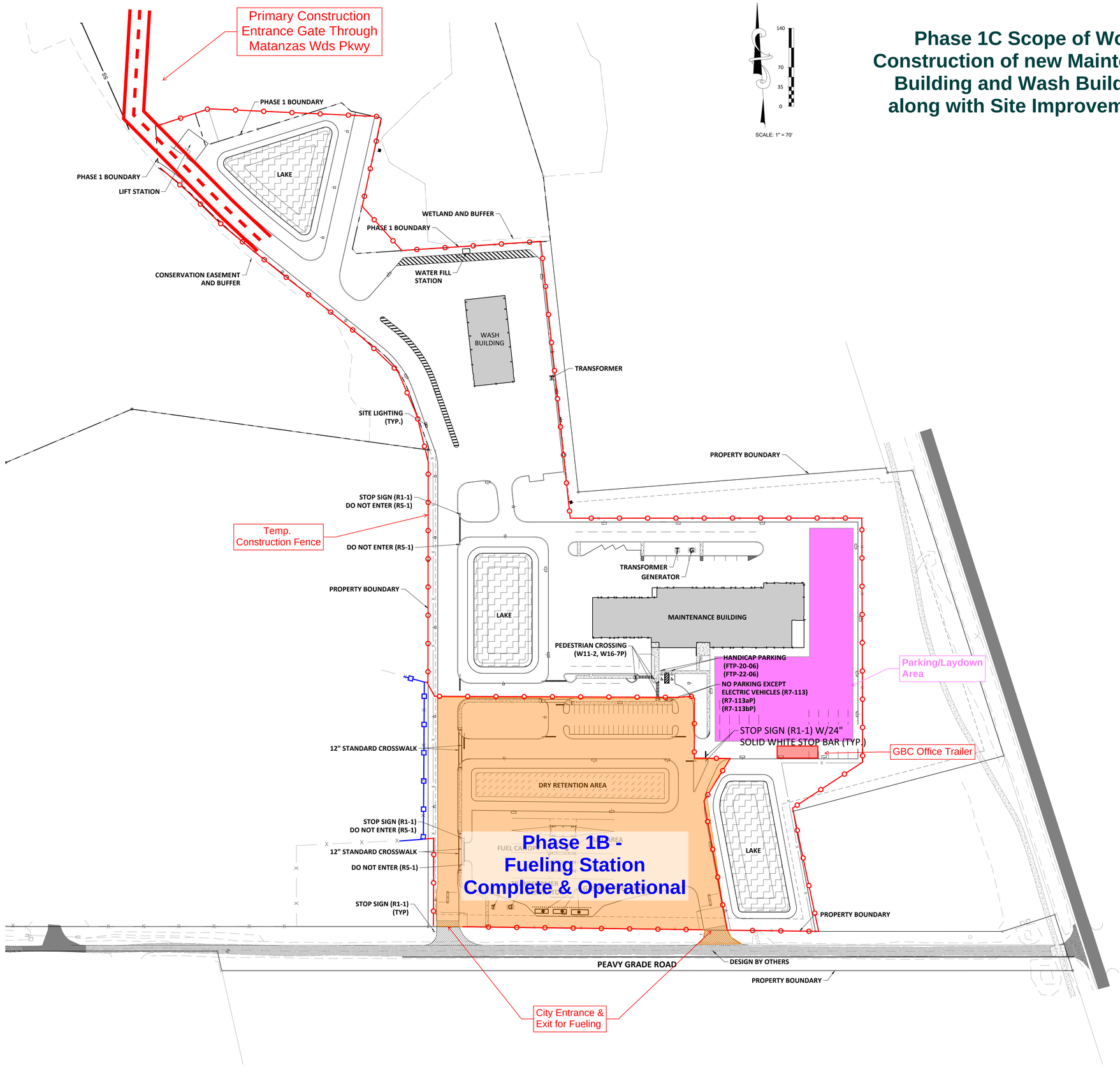
			CAT Zone
$37,000,000	Flood		X
$37,000,000	Windstorm	w/purchase of excess limits	HH
$37,000,000	Earth Movement		LH
$5,000,000	Insured Property While In the course of Transit		
$5,000,000	Insured Property at Offsite Temporary Storage		
$500,000	Loss Adjustment Expenses		
$2,500,000	Contractors Expediting Expenses		
$2,500,000	Extra Expenses		
$10,000,000	Debris Removal		
$100,000	Landscaping and Signs		
$250,000	Crane Re-Erection Expense		
$5,000,000	Ordinance or Law Expenses – Demolition and Increased Costs of Construction combined		
$100,000	Construction Equip & Office Trailers		
$50,000,000	Faulty, Inadequate, defective workmanship		
$2,500,000	Existing Building Coverage - Damage from Construction Operations		
10%	Escalation: Hard Cost		

Deductibles:

AOP	$25,000
Flood	$25,000
Windstorm	5%/$250,000
Earth Movement	$25,000
Water Damage	$50,000
Faulty Workmanship	$150,000
Waiting Period Days:	21

SECTION 4

- SITE UTILIZATION PLAN
- PROJECT SCHEDULE – PHASE 1C



Phase 1C Scope of Work
Construction of new Maintenance Building and Wash Buildings along with Site Improvements.

SIGN LEGEND

STOP	STOP SIGN 36"X36"(R1-1)
DO NOT ENTER	DO NOT ENTER 30"X30" (R5-1)
PARKING BY DISABLED PERMIT ONLY / FINE $250 MIN	HANDICAP PARKING (FTP-20-06)
	$250 FINE (FTP-22-06)
NO PARKING EXCEPT WHILE CHARGING	NO PARKING EXCEPT WHILE CHARGING (R7-113)
VEHICLE MUST BE PLUGGED IN	VEHICLE MUST BE PLUGGED IN (PLAQUE) (R7-113aP) VACATE STALL WHEN CHARGING COMPLETED (PLAQUE) (R7-113bP)
	PEDESTRIAN CROSSING 30"X30" (W11-2)
	DIAGONAL ARROW (W16-7P)

BUILDING SUMMARY

BUILDING USE	GROSS FLOOR AREA (SF)
FLEET MAITENANCE BLDG	49,783 SF
TOTAL BUILDING AREAS	49,783 SF

PARKING SUMMARY

USE	CALCULATIONS	SPACES REQUIRED	SPACES PROVIDED
FLEET MAINTENANCE		18	44
HANDICAP	TOTAL NUMBER OF PARKING SPACES PROVIDED IN PARKING FACILITY (26 TO 50)	2	2
BICYCLE	3 SPACES FOR 41-60 REQUIRED AUTOMOBILE SPACES	3	3
		120	42 (2)

1. PARKING CALCULATIONS PER THE CITY OF PALM COAST PARKING FLEXIBILITY STUDY.
2. (#) REPRESENTS THE NUMBER OF HANDICAP SPACES INCLUDED IN THE TOTAL SPACES PROVIDED.

ZONING DISTRICT DIMENSIONS STANDARDS

ZONING DISTRICT STANDARD (IND-1)	REQUIRED	PROVIDED
MIN. LOT SIZE	20,000 SF	1,199,476.24 SF
MIN. LOT WIDTH	100'	1,396'
MAX. IMPERVIOUS SURFACE RATIO (ISR)	0.70	0.53
MAX. FLOOR AREA RATIO (FAR)	0.35	0.05
MAX. BUILDING HEIGHT	65'	33'
INTERIOR SIDE AND REAR SETBACKS	10'	105'/130'
MIN. BUILDING SETBACKS FROM STREETS:		
ARTERIAL/COLLECTOR ROAD	25'	282'
LOCAL ROAD	25'	102'

BUFFER TABLE

LOCATION	ADJACENT USE	BUFFER REQUIRED	BUFFER PROVIDED
NORTH	INDUSTRIAL	TYPE 'C'	20' TYPE 'C'
SOUTH	NON SPECIALLY DESIGNATED ROAD	TYPE 'A'	25' TYPE 'A'
EAST	SPECIALLY DESIGNATED ROADS OR SEGMENTS	TYPE 'G'	35' TYPE 'G'
WEST	INDUSTRIAL	TYPE 'C'	15' TYPE 'C'

LEGEND

- PROPOSED CONCRETE SIDEWALK
- PROPOSED BUILDING
- PROPOSED LAKE
- PROPOSED DRY DETENTION AREA
- PROPOSED STABILIZATION
- SECURITY FENCE
- SINGLE HEAD SITE LIGHTING
- SINGLE HEAD SITE LIGHTING

POND
1200 Riverplace Drive, Suite 600
Jacksonville, Florida 32207

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FL. LICENSE NUMBERS:
ARCHITECTURE: AA26001253
ENGINEERING: 8085

CONSULTANT LOGO

DRMP
ENGINEERS • SURVEYORS • PLANNERS • ECONOMISTS
1404 Dean Street Suite 101 - Fort, Myers, Florida 33901
Phone 239.206.5000 WWW.DRMP.COM

EOR/AOR SEAL



COA SEAL

CLIENT INFORMATION

CITY OF PALM COAST, FLORIDA — PALM COAST — INCORPORATED 1999

PROJECT NAME

MUNICIPAL OPERATIONS CENTER
FLEET MAINTENANCE BUILDING

PALM COAST, FL
32137

DRAWING ISSUE

MARK	DESCRIPTION	DATE

DESIGNED BY:	SF
DRAWN BY:	DZ
CHECKED BY:	PB
SUBMITTED BY:	SF
DATE:	06/18/2024
PROJECT #:	20-0468.000

SHEET TITLE

OVERALL SITE PLAN PHASE 1

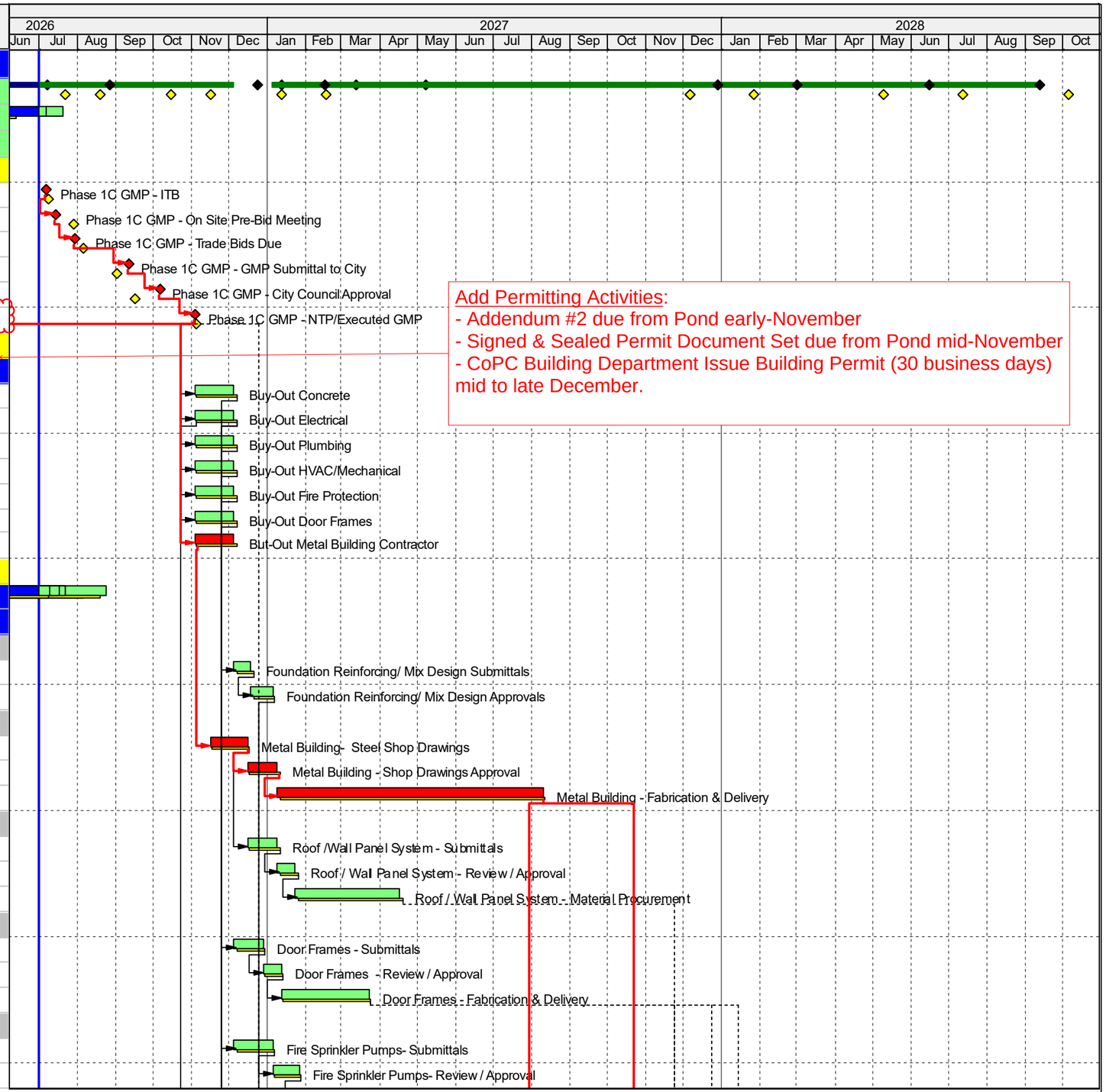
SHEET NUMBER

C05.0

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30" X 42"

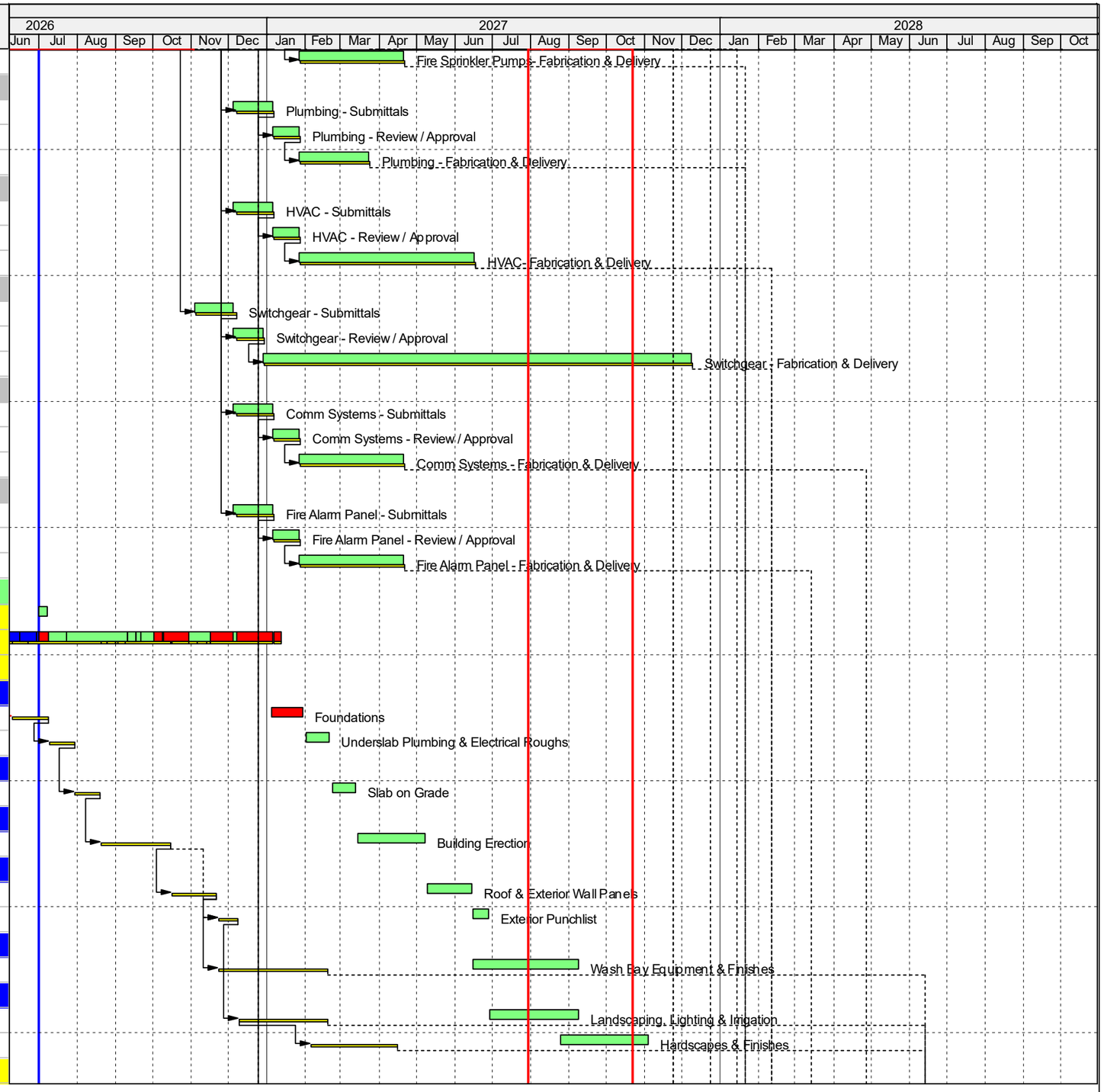
100% SUBMITTAL

Activity ID	!Safety Risk Category	Activity Name	Orig Dur	Start	Finish
COPC MOC - Con Update 13					
MILESTONES					
DESIGN & PERMITS					
PRE-CONSTRUCTION SERVICES					
GMP - Fleet Maintenance Building & Wash Building (Phase 1C) - Round 4					
A1300		Phase 1C GMP - ITB	0		06-Jul-26
A1310		Phase 1C GMP - On Site Pre-Bid Meeting	0		14-Jul-26
A1320		Phase 1C GMP - Trade Bids Due	0		30-Jul-26
A1330		Phase 1C GMP - GMP Submittal to City	0		11-Sep-26
A1340		Phase 1C GMP - City Council Approval	0		06-Oct-26
A1350		Phase 1C GMP - NTP/Executed GMP	06 NOV 26		03-Nov-26
Subcontractor Buy-Out					
Priority Packages - Phase 1C and Balance					
BUY-110		Buy-Out Concrete	20	03-Nov-26	04-Dec-26
BUY-120		Buy-Out Electrical	20	03-Nov-26	04-Dec-26
BUY-130		Buy-Out Plumbing	20	03-Nov-26	04-Dec-26
BUY-150		Buy-Out HVAC/Mechanical	20	03-Nov-26	04-Dec-26
BUY-160		Buy-Out Fire Protection	20	03-Nov-26	04-Dec-26
BUY-180		Buy-Out Door Frames	20	03-Nov-26	04-Dec-26
BUY-010		But-Out Metal Building Contractor	20	03-Nov-26	04-Dec-26
Submittals & Materials Procurement					
Phase 1B Fuel Station & Peavy Grade Procurement					
Phase 1C Materials					
Div 03 - Concrete - Phase 1C					
03-100		Foundation Reinforcing/ Mix Design Submittals	10	04-Dec-26	18-Dec-26
03-150		Foundation Reinforcing/ Mix Design Approvals	10	18-Dec-26	05-Jan-27
Div 05 - Pre-Fab Metal Building Steel					
05-100		Metal Building- Steel Shop Drawings	20	16-Nov-26	16-Dec-26
05-150		Metal Building - Shop Drawings Approval	15	16-Dec-26	08-Jan-27
05-160		Metal Building - Fabrication & Delivery	150	08-Jan-27	10-Aug-27
Div 07 - Metal Roof & Exterior Wall Panels					
07-100		Roof /Wall Panel System - Submittals	15	16-Dec-26	08-Jan-27
07-110		Roof / Wall Panel System - Review / Approval	10	08-Jan-27	22-Jan-27
07-120		Roof / Wall Panel System - Material Procurement	60	22-Jan-27	16-Apr-27
Door Frames					
08-100		Door Frames - Submittals	15	04-Dec-26	28-Dec-26
08-110		Door Frames - Review / Approval	10	28-Dec-26	12-Jan-27
08-120		Door Frames - Fabrication & Delivery	50	12-Jan-27	23-Mar-27
Div 21 - Fire Suppression					
21-100		Fire Sprinkler Pumps- Submittals	20	04-Dec-26	05-Jan-27
21-110		Fire Sprinkler Pumps- Review / Approval	15	05-Jan-27	26-Jan-27



Add Permitting Activities:
- Addendum #2 due from Pond early-November
- Signed & Sealed Permit Document Set due from Pond mid-November
- CoPC Building Department Issue Building Permit (30 business days) mid to late December.

Activity ID	!Safety Risk Category	Activity Name	Orig Dur	Start	Finish
21-120		Fire Sprinkler Pumps- Fabrication & Delivery	60	26-Jan-27	20-Apr-27
Div 22 - Plumbing					
22-100		Plumbing - Submittals	20	04-Dec-26	05-Jan-27
22-110		Plumbing - Review / Approval	15	05-Jan-27	26-Jan-27
22-120		Plumbing - Fabrication & Delivery	40	26-Jan-27	23-Mar-27
Div 23 - HVAC					
23-100		HVAC - Submittals	20	04-Dec-26	05-Jan-27
23-110		HVAC - Review / Approval	15	05-Jan-27	26-Jan-27
23-120		HVAC- Fabrication & Delivery	100	26-Jan-27	16-Jun-27
Div 26 - Electrical					
26-100		Switchgear - Submittals	20	03-Nov-26	04-Dec-26
26-110		Switchgear - Review / Approval	15	04-Dec-26	28-Dec-26
26-120		Switchgear - Fabrication & Delivery	240	28-Dec-26	08-Dec-27
Div 27 - Communications					
27-100		Comm Systems - Submittals	20	04-Dec-26	05-Jan-27
27-110		Comm Systems - Review / Approval	15	05-Jan-27	26-Jan-27
27-120		Comm Systems - Fabrication & Delivery	60	26-Jan-27	20-Apr-27
Div 28 - Fire Alarm					
28-100		Fire Alarm Panel - Submittals	20	04-Dec-26	05-Jan-27
28-110		Fire Alarm Panel - Review / Approval	15	05-Jan-27	26-Jan-27
28-120		Fire Alarm Panel - Fabrication & Delivery	60	26-Jan-27	20-Apr-27
PHASE 1 CONSTRUCTION					
PHASE 1A - SITEWORK					
PHASE 1B FUELING STATION					
PHASE 1C WASH BUILDING					
FOUNDATIONS & SLAB					
FDN-1350		Foundations	20	04-Jan-27*	29-Jan-27
FDN-1360		Underslab Plumbing & Electrical Roughs	15	01-Feb-27	19-Feb-27
Slab on Grade					
FDN-1370		Slab on Grade	15	22-Feb-27	12-Mar-27
STRUCTURE					
CLA-9530		Building Erection	40	15-Mar-27	07-May-27
ROOFING & EXTERIORS					
CLA-9540		Roof & Exterior Wall Panels	25	10-May-27	14-Jun-27
CLA-9570		Exterior Punchlist	10	15-Jun-27	28-Jun-27
EQUIPMENT					
A1110		Wash Bay Equipment & Finishes	60	15-Jun-27	08-Sep-27
SITE FINISHES					
A1120		Landscaping, Lighting & Irrigation	50	29-Jun-27	08-Sep-27
A1130		Hardscapes & Finishes	50	25-Aug-27	03-Nov-27
PHASE 1C FLEET MAINTENANCE					



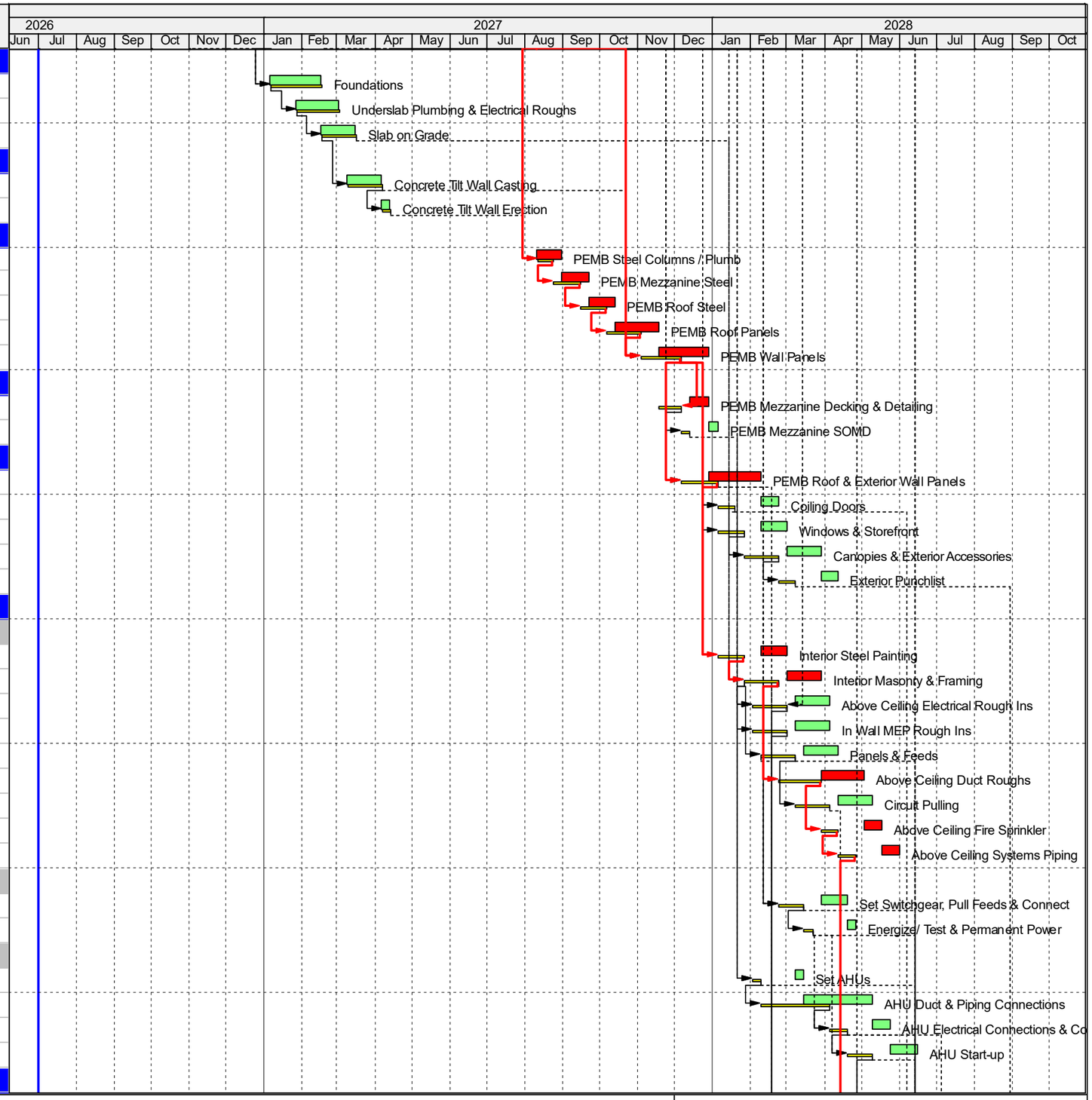
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Run Date: 06-Jul-26 10:56

J08878-CUD-13

Remaining Level of Effort
Actual Level of Effort
Primary Baseline
Actual Work
Remaining Work
Critical Remaining Work
Summary Milestones
Critical Milestones
Baseline Milestone
Milestone

COPC MOC - Con Update 13

Activity ID	!Safety Risk Category	Activity Name	Orig Dur	Start	Finish
FOUNDATIONS & SLAB					
FDN-1050		Foundations	30	05-Jan-27	16-Feb-27
FDN-1150		Underslab Plumbing & Electrical Roughs	25	26-Jan-27	02-Mar-27
FDN-1300		Slab on Grade	20	16-Feb-27	16-Mar-27
TILTWALL					
CLA-2130		Concrete Tilt Wall Casting	20	09-Mar-27	06-Apr-27
CLA-2140		Concrete Tilt Wall Erection	5	06-Apr-27	13-Apr-27
PEMB & PANELS					
CLA-2150		PEMB Steel Columns / Plumb	15	10-Aug-27	31-Aug-27
CLA-2160		PEMB Mezzanine Steel	15	31-Aug-27	22-Sep-27
CLA-2170		PEMB Roof Steel	15	22-Sep-27	13-Oct-27
CLA-2180		PEMB Roof Panels	25	13-Oct-27	18-Nov-27
CLA-2100		PEMB Wall Panels	25	18-Nov-27	28-Dec-27
MEZZANINE					
CLA-2110		PEMB Mezzanine Decking & Detailing	10	13-Dec-27	28-Dec-27
CLA-2120		PEMB Mezzanine SOMD	5	28-Dec-27	05-Jan-28
ROOFING & EXTERIORS					
CLA-4000		PEMB Roof & Exterior Wall Panels	30	28-Dec-27	09-Feb-28
CLA-4100		Coiling Doors	10	09-Feb-28	23-Feb-28
CLA-4110		Windows & Storefront	15	09-Feb-28	01-Mar-28
CLA-4300		Canopies & Exterior Accessories	20	01-Mar-28	29-Mar-28
CLA-4999		Exterior Punchlist	10	29-Mar-28	12-Apr-28
INTERIOR ROUGHS					
In-Wall & Above Ceiling					
CLA-1310		Interior Steel Painting	15	09-Feb-28	01-Mar-28
FL1-5000		Interior Masonry & Framing	20	01-Mar-28	29-Mar-28
FL1-5100		Above Ceiling Electrical Rough Ins	20	08-Mar-28	05-Apr-28
FL1-5200		In Wall MEP Rough Ins	20	08-Mar-28	05-Apr-28
FL1-5600		Panels & Feeds	20	15-Mar-28	12-Apr-28
FL1-5110		Above Ceiling Duct Roughs	25	29-Mar-28	03-May-28
FL1-5610		Circuit Pulling	20	12-Apr-28	10-May-28
FL1-5120		Above Ceiling Fire Sprinkler	10	03-May-28	17-May-28
FL1-5130		Above Ceiling Systems Piping	10	17-May-28	01-Jun-28
Main Electrical Room					
MEC-5550		Set Switchgear, Pull Feeds & Connect	15	29-Mar-28	19-Apr-28
MEC-5560		Energize/ Test & Permanent Power	5	19-Apr-28	26-Apr-28
Air Handler Rooms					
AHU-5500		Set AHUs	5	08-Mar-28	15-Mar-28
AHU-5510		AHU Duct & Piping Connections	40	15-Mar-28	10-May-28
AHU-5520		AHU Electrical Connections & Controls	10	10-May-28	24-May-28
AHU-5530		AHU Start-up	15	24-May-28	15-Jun-28
INTERIOR FINISHES					



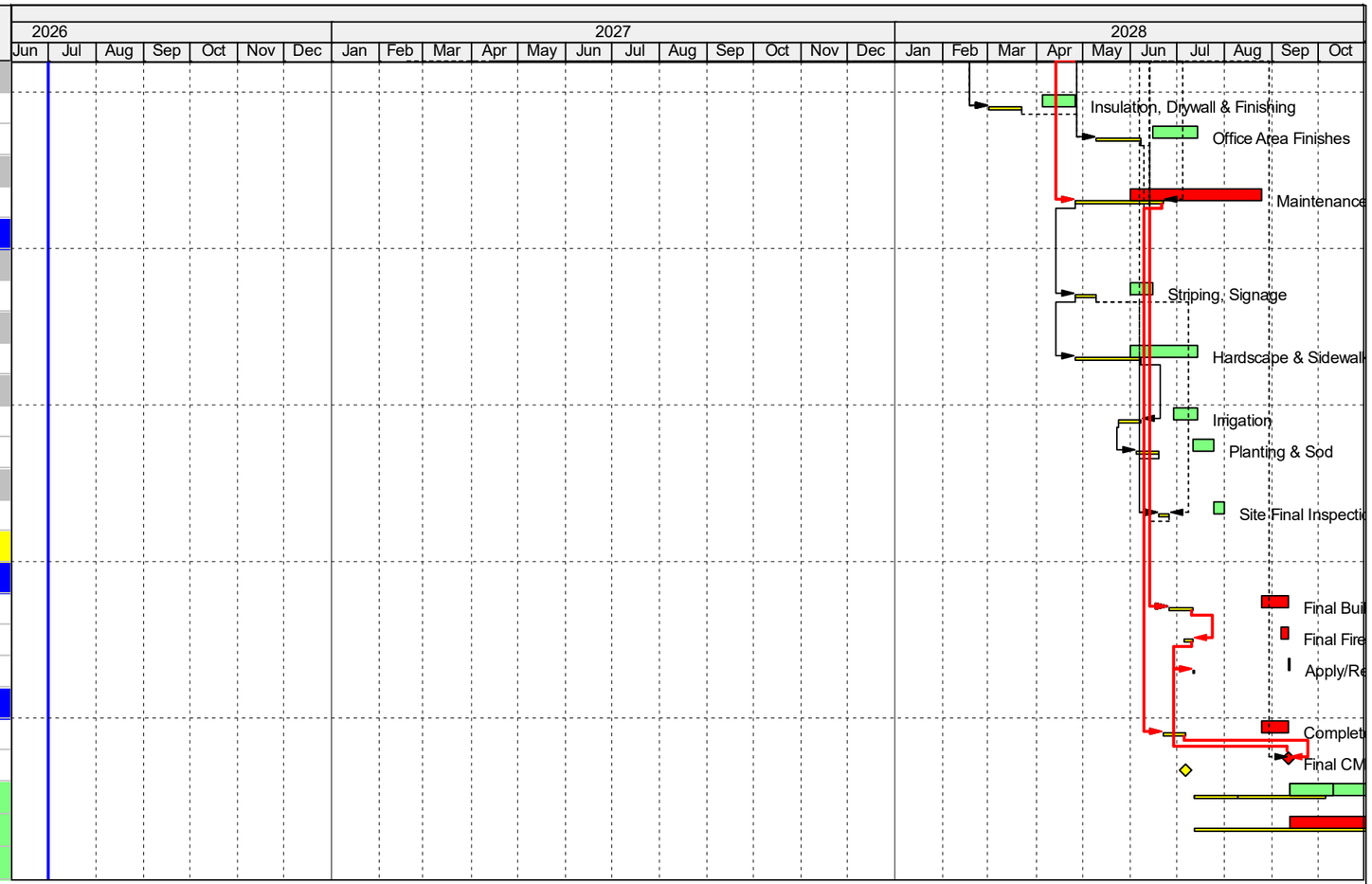
Finish Date: 06-Mar-29
Data Date: 01-Jul-26
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J08878-CUD-13

Remaining Level of Effort
Actual Level of Effort
Primary Baseline
Actual Work
Remaining Work
Critical Remaining Work
Summary Milestones
Critical Milestones
Baseline Milestone
Milestone

COPC MOC - Con Update 13

Activity ID	!Safety Risk Category	Activity Name	Orig Dur	Start	Finish
Office Area					
FL1-5900		Insulation, Drywall & Finishing	15	05-Apr-28	26-Apr-28
FL1-7000		Office Area Finishes	20	15-Jun-28	14-Jul-28
Maintenance Bays					
FL1-7910		Maintenance Bay Equipment & Finishes	60	01-Jun-28	25-Aug-28
SITE EXTERIORS & FINISHES					
Aprons					
PAVE-410		Striping, Signage	10	01-Jun-28	15-Jun-28
Hardscape					
SF-2000		Hardscape & Sidewalks	30	01-Jun-28	14-Jul-28
Irrigation & Landscape					
SF-8000		Irrigation	10	29-Jun-28	14-Jul-28
SF-8500		Planting & Sod	10	11-Jul-28	25-Jul-28
Site Final Inspections & Punchlist					
SF-9500		Site Final Inspections & Punch	5	25-Jul-28	01-Aug-28
PHASE 1 OCCUPANCY & FINAL INSPECTIONS					
Final Inspection					
CO-100		Final Building Inspections	10	25-Aug-28	11-Sep-28
CO-200		Final Fire Inspections	3	06-Sep-28	11-Sep-28
CO-220		Apply/Receive Certificate of Occupancy - Phase 1	1	11-Sep-28	12-Sep-28
Final Contractor Punchlist					
CLA-9500		Complete Contractor Punch Out	10	25-Aug-28	11-Sep-28
CO-210		Final CM Punchlist Completion	0		11-Sep-28
PHASE 1 - A/E Punch / CLOSE-OUT					
PHASE 2 ROAD CONSTUCTION					
PHASE 3					



Remaining Level of Effort
Actual Level of Effort
Primary Baseline
Actual Work
Remaining Work
Critcal Remaining Work
Summary Milestones
Critical Milestones
Baseline Milestone
Milestone

COPC MOC - Con Update 13

1200 Riverplace Blvd., Suite 600
Jacksonville, FL 32207

T: 904.543.0400
www.pondco.com

September 16, 2026

Carl Cote
Director of Stormwater and Engineering
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

RE: RFSQ-CD-20-20 City of Palm Coast Public Works Facility MOD #17

Mr. Cote:

Project Background and History:

This contract modification addresses additional services required for the Construction Administration of Phase 1C – vertical construction of the Wash and Maintenance building. The original contract made provisions for a portion of these services but did not address the increase in scope or additional time in the schedule associated with building Phase 1 in three phases (A-sitework, B-Fueling, and C-vertical construction of Wash and Maintenance).

The scope enclosed does not address fees for future construction documents or construction administration for phase 2.

Scope of modifications:

Phase One – Basic Services Construction Administration: GMP-3

The construction administration phase of the project includes the following assumptions:

1. **Cost of Construction of Phase 1C**: Based on the estimate update dated March 23, 2026 – the construction cost for this phase is assumed to $27,734,891.00. More current estimates suggest this value may increase further. No additional fees are anticipated if the cost of construction remains under $29,000,000.00
2. **Site Visits:** Monthly site visits by the Pond Architecture team (1 to 2 people per visit) and discipline support when needed (structural, mechanical, and electrical). Site visits will include issuing summary reports of findings and progress.
3. **OAC Meetings: W**eekly remote meetings attend by Pond project management, Architecture, and discipline support when needed.
4. **Submittal Reviews:** Ninety total reviews of different levels of complexity anticipated.
5. **RFI Reviews:** One hundred and ten total reviews and responses of different levels of complexity anticipated. *Submittal and RFI totals are for reference and may vary.
6. **Pay Application Reviews:** Monthly for the duration.
7. **Project Closeout:** Provide the Owner with closeout drawings and assist in gathering closeout materials from the Contractor.
8. **Equipment Reviews:** WSP will assist Pond and act as owner's representative for review of all equipment previously specified by HDR. HDR is no longer able to support the project in this regard and WSP will work with the team to review submittals for compliance, respond to RFI's and provide punch list services.

Schedule:

Construction Schedule for Phase 1C: Based on the estimate update dated March 23, 2026 – the construction schedule will begin in with the Notice to Proceed for Gilbane in early November 2026. This will begin the submittal phase and coordination with sub-contractors. Full mobilization is anticipated for December of 2026 with construction complete in July of 2028 – **18 months of Construction Administration.**

Architects
Engineers
Planners
Constructors

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Fees:
2027 Hourly Rates are attached for reference.
The original contract for this project included fees for construction administration. Thos fees have been reallocated over the course of the project. AS-16 notes the remaining fee available for construction administration at $21,722.14. This remaining fee is supplemented by this add service request.

Our team considered two methodologies for fee calculation.
The first uses The Florida Department of Management Services (FDMS) Architecture and Engineering Fee Guide for Services. That calculator serves as a guide for the fees associated with services based on project construction cost and the complexity of the project type. Using that calculator notes that a project of this level of complexity (Complexity Group B) and a construction cost of $27,734,891.00 should result in a total fee of $1,829,037 for schematic design through construction administration. This calculator is limited to basic services and does not include site design, or any specialty consultants like LEED, commissioning, or cost estimating. Construction Administration typically represents 25% of the total base fee. Assuming the total fee of $1,829,037 noted above – the **Construction Administration fee** is suggested at: $1,829,037 * 25% = **$457,259.25**.
The second methodology identifies the hours, and hourly rates associated for each task. This methodology generates a fee of **$467,800.52**.

For this addition service, we are suggesting the fee be based on the FDMS standard less the remaining fee available in AS-16 GMP-3. AS-17 is a request for additional services in the amount of $435,537.11 or Four Hundred Seventy-Four Thousand, Eight Hundred and Eighty-Five dollars and 11/100 cents.

Scope	Number	Hrs/Per	Avg. Hourly	Exp/Visit	Fee
Submittal Reviews	90	6	$225.00	$0.00	$121,500.00
RFI Responses	110	4	$225.00	$0.00	$99,000.00
OAC Meeting (Remote)	72	4	$275.00	$0.00	$79,200.00
		Months	OAC/Month	# of Meetings	
	OAC	18	4	72	
Site Visits	22	16	$275.00	$500.00	$107,800.00
Pay App Reviews	18	4	$309.35	$0.00	$22,273.20
Sub Total					$429,773.20
Contingency				10.00%	$42,977.32
Total					**$472,750.52**
			FDMS		**$457,259.25**
			Discount to FDMS		**$15,491.27**
				Total CA Fee	**$457,259.25**
			AS 16 GMP-3 CA Fee Reemaining		**$21,722.14**
				Subtotal	**$435,537.11**

Equipment Scope	Hours	Fee	Avg. Hourly	Expenses	Fee
WSP Construction Administration	208	$32,816.00	$157.77	$2,932.00	$35,748.00
Pond Coordination	16	$3,600.00	$225.00	$0.00	$3,600.00
				Equip Subtotal	**$39,348.00**
				Total AS 17 Fee	**$474,885.11**

If you find this proposal acceptable, please forward the appropriate approval to our office.

Sincerely,



Eric West, AIA
Senior Project Manager

Attachments: 2027 Hourly Rates.pdf

Discipline	Skill Level	2027 Bill Rate
Civil Engineer		
Civil Engineer	Entry Level	$ 139.95
Civil Engineer	Mid Level	$ 185.00
Civil Engineer	Senior Level	$ 244.52
Civil Engineer	Project Manager	$ 187.88
Civil Engineer	Program Manager	$ 300.82
Civil Engineer	Discipline Director	$ 361.95
Structural Engineer		
Structural Engineer	Entry Level	$ 144.05
Structural Engineer	Mid Level	$ 189.79
Structural Engineer	Senior Level	$ 310.35
Structural Engineer	Discipline Director	$ 318.79
Electrical Engineer		
Electrical Engineer	Entry Level	$ 149.61
Electrical Engineer	Mid Level	$ 198.16
Electrical Engineer	Senior Level	$ 275.71
Electrical Engineer	Discipline Director	$ 322.80
Mechanical Engineer		
Mechanical Engineer	Entry Level	$ 151.89
Mechanical Engineer	Mid Level	$ 178.51
Mechanical Engineer	Senior Level	$ 273.47
Mechanical Engineer	Discipline Director	$ 316.32
Environmental Scientist		
Environmental Scientist	Entry Level	$ 138.35
Environmental Scientist	Mid Level	$ 185.00
Environmental Scientist	Senior Level	$ 261.49
Environmental Scientist	Project Manager	$ 225.21
Environmental Scientist	Program Manager	$ 322.06
Environmental Scientist	Discipline Director	$ 266.24
Traffic/Transportation		
Traffic/Transportation	Entry Level	$ 115.82
Traffic/Transportation	Mid Level	$ 200.09
Traffic/Transportation	Senior Level	$ 308.84
Traffic/Transportation	Project Manager	$ 313.74
Traffic/Transportation	Program Manager	$ 345.61
Traffic/Transportation	Discipline Director	$ 345.86
BIM-CAD		
BIM-CAD	Entry Level	$ 87.00
BIM-CAD	Discipline Director	$ 248.28

Architecture			
Architecture	Entry Level	$	137.00
Architecture	Mid Level	$	202.69
Architecture	Senior Level	$	275.08
Architecture	Project Manager	$	255.39
Architecture	Program Manager	$	339.29
Architecture	Discipline Director	$	295.74
Landscape Architect			
Landscape Architect	Entry Level	$	126.76
Landscape Architect	Mid Level	$	182.81
Landscape Architect	Senior Level	$	185.00
Landscape Architect	Project Manager	$	250.62
Landscape Architect	Program Manager	$	324.23
Landscape Architect	Discipline Director	$	282.61
Interior Design			
Interior Design	Entry Level	$	96.79
Interior Design	Mid Level	$	112.39
Interior Design	Senior Level	$	178.93
Interior Design	Discipline Director	$	226.17
Fire Protection			
Fire Protection	Entry Level	$	111.35
Fire Protection	Mid Level	$	186.11
Fire Protection	Senior Level	$	244.07
Fire Protection	Discipline Director	$	286.72
Project Coordinator			
Project Coordinator	Entry Level	$	120.62
Project Coordinator	Mid Level	$	152.82
Project Coordinator	Senior Level	$	225.21
Project Manager			
Project Manager	Mid Level	$	274.49
Project Manager	Senior Level	$	309.35
Principal			
Principal	Senior Level	$	683.69
Other Functions			
Intern (All Trades)	Intern (All Trades)	$	123.87
Specifications	Specifications Editor	$	137.49
Quality Control Specialist	Quality Control Specialist	$	311.90
Safety Compliance Specialist	Safety Compliance Specialist	$	321.74

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026

Agenda Item:
I.1

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

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

Presenter: **Jose Papa, AICP, Senior Planner, and Phong Nguyen**

Attachments:

1. Presentation
2. Ordinance
3. Staff Report
4. Summary of Comparison between 2019 and 2026 MPD Agreement
5. Master Planned Development
6. Current FLUM
7. Current Zoning
8. Proposed Zoning
9. Applicant Submittals
10. Public Comments

Background:

<u>Updates from the October 6 First Public Hearing</u>

At the October 6, 2026 public hearing for Magnolia Trace, City Council provided comments and direction regarding the following items:

1. Deletion of conversion chart,
2. Ensure that stormwater runoff is not an issue that negatively impacts surrounding properties,
3. Maintain the natural buffer to the extent possible,
4. Prohibit Open Buring on-site, and
5. Increase minimum townhome lot size from 18’ to 20’.

In response to City Council comments, the MPD-DA has been amended as follows:

1. Conversion Chart (as Exhibit E) and language referring to conversion chart has been deleted,
2. Section 9 (e). Language has been clarified that stormwater and stormwater runoff is responsibility of owner and must be conveyed to master stormwater system for project. (In addition to this language,

stormwater staff will provide a presentation on the development review process to demonstrate that stormwater system meets conditions to prevent flooding of other properties), furthermore,

3. Section 10.20. MPD conditions regarding buffers have been amended to clarify every effort must be made to maintain natural buffers with condition(s) that: a. minimum buffer widths must be maintained, b. the existing conditions provide equal to or greater than conditions for screening, c. there is need to provide for supplemental buffering if existing conditions are inadequate, and d. permits for the removal of removing and replacing dead or diseased trees and removal of exotic species. Additionally, conditions are established that natural buffers may be replaced by an installed landscape buffer under the following conditions: a. if it impairs the stormwater management system; b. prevent or hinder adherence to Best Management Practices (BMP) for stormwater management; c. causes or contributes to flooding; or d. prevents or materially interferes with development of project.
4. Section 10.22. Language has been added to prohibit open burning, and
5. Table 12.1 Site Development Requirements. The minimum townhome lot width is increased from 18' to 20'.

Additionally, Section 10.9 was amended to clarify that the developer receives no credit for extending utility lines to their property.

ORIGINAL BACKGROUND

The owner, Oare Associates, LLC, through its agent, Jay Livingston, is requesting a Fourth Amendment to the Magnolia Trace Master Planned-Development Agreement (formerly known as the Oare MPD). The Magnolia Trace MPD was originally approved as the Oare Mixed Use PUD in 2005. The original MPD/PUD covered a 1,013.36+/- acre area located approximately .75 miles from the intersection of Belle Terre Blvd. and US-1. The approval was part of a process to develop a mixed use "Continuing Care Retirement Community". The community was intended to provide an opportunity for "aging in place" development.

The project provides progressive forms of residential housing opportunities ranging from independent living through assisted living. There is an additional intent to provide a neighborhood scale commercial to support these areas and to reduce trips. A density bonus was provided as part of the original application consistent with Comprehensive Plan Policy to encourage development of continuum of care facilities. The initial approval for the Oare MPD permitted a maximum of 754 dwelling units. The permitted density equated to less than one unit/gross acre and less than four units/net acre. The Development Agreement allows for a 724-unit continuing care adult community consisting of single family and multifamily attached and detached dwellings, an Assisted Living Facility, an Extended Care Facility, single family estate lots, and supporting neighborhood commercial land uses. Of the tracts that were identified in the MPD, Tract 1 has been developed into the planned Assisted Living Facility (Grand Villa ALF).

The amendment request includes the following:

· Expansion of the MPD area by 4.41+/- acres (4.41+/- acres from Est-1 to MPD zoning),

· Reduction of maximum residential units by 130 units from 754 to 624. Current MPD permits maximum of 754 dwelling units. Proposed MPD proposes a maximum of 624 dwelling units in a mix of single-family

detached, townhomes, and multifamily units. Townhomes and multifamily units will be limited to 150 units. The maximum development potential as stated in the current and proposed MPD includes the 80 existing dwelling units in Grand Villa ALF - 20 independent living and 60 bed units.

· Combining (based on current MPD) Tract 2-Neighborhood Commercial, Tract 3-Extended Care Facility into one Tract (Tract 1) – to permit either of the following:

- o stand alone neighborhood commercial consistent with COM-1 requirements, or
- o stand alone residential consistent with MFR-1 Zoning district, or
- o Mixed Use development consisting of single-use buildings or one or more mixed use buildings (commercial on ground floor and residential on remaining floors)

· Integration of current Tract 4-Adult Active Community (Age Restricted Community), and Tract 5-Estate Lots into one Tract (Tract 2) to accommodate up to 544 units (this would eliminate construction of additional residential units on other Tracts).

· Limit access through Zonal Geranium Trail as emergency access only (current MPD allows permanent access through Zonal Geranium Trail).

· Create a new emergency access to Zaun Trail.

Analysis:

Staff finds the following:

· There are no proposed changes to the MPD-DA that would be contrary to the public interest.

· There are no proposed changes that would make the MPD-DA inconsistent with the Comprehensive Plan.

· The proposed development reduces the potential number of residential units by 130 and would not create additional impacts to public infrastructure.

· There are no proposed changes that would constitute a threat to the health, welfare, and safety of City's in habitants.

· There are no conditions in the MPD that would waive the development's need to comply with other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.

· The proposed MPD is generally consistent with the LDC however, staff finds that a minimum townhome lot width of 18 is problematic with ensuring compliance with LDC requirement of providing 25% landscaped planting area in front of the home's building façade out to the front property line. Additionally, the LDC requires a minimum width of 16' for driveways (2 side by side parking spaces). This requirement combined with a

minimum lot width of 18’ leaves minimal separation between townhome driveways. Staff recommends that the minimum townhome lot be 20’.

· The conceptual master plan proposes 60’ wide lots adjacent to the existing 80’ wide lots (SFR-3 zoning) to the east. The MPD provides for a 20’ wide buffer between the existing SFR-3 lots along the eastern boundary of the MPD. Other areas adjacent to the existing single-family residential area (Z-section) will have buffers greater than 40’.

· Review of the traffic impacts will not cause any road segments to fall below the level of service. The MPD-DA has a condition that specific location, alignment, and design of the full-access collector roadways and the stabilized emergency access points shall be determined at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal for each phase. Any improvement will be responsibility of owner.

· MPD preserves over The Planning and Land Development Regulation Board (PLDRB) held a public hearing on September 22 and voted 6-1 to recommend that the City Council approve the proposed amendment to the Magnolia Trace MPD-Development Agreement.

Additionally, the PLDRB recommended the addition of a condition in the MPD-DA to have a historic marker installed on the property to recognize Gore Lake Mound as an archaeological site.

The PLDRB further recommended that the Applicant and Staff work together to create a condition that would allow for 18’ wide townhome lots.
5+/- acres.

This is a quasi judicial item, please disclose any ex parte communication

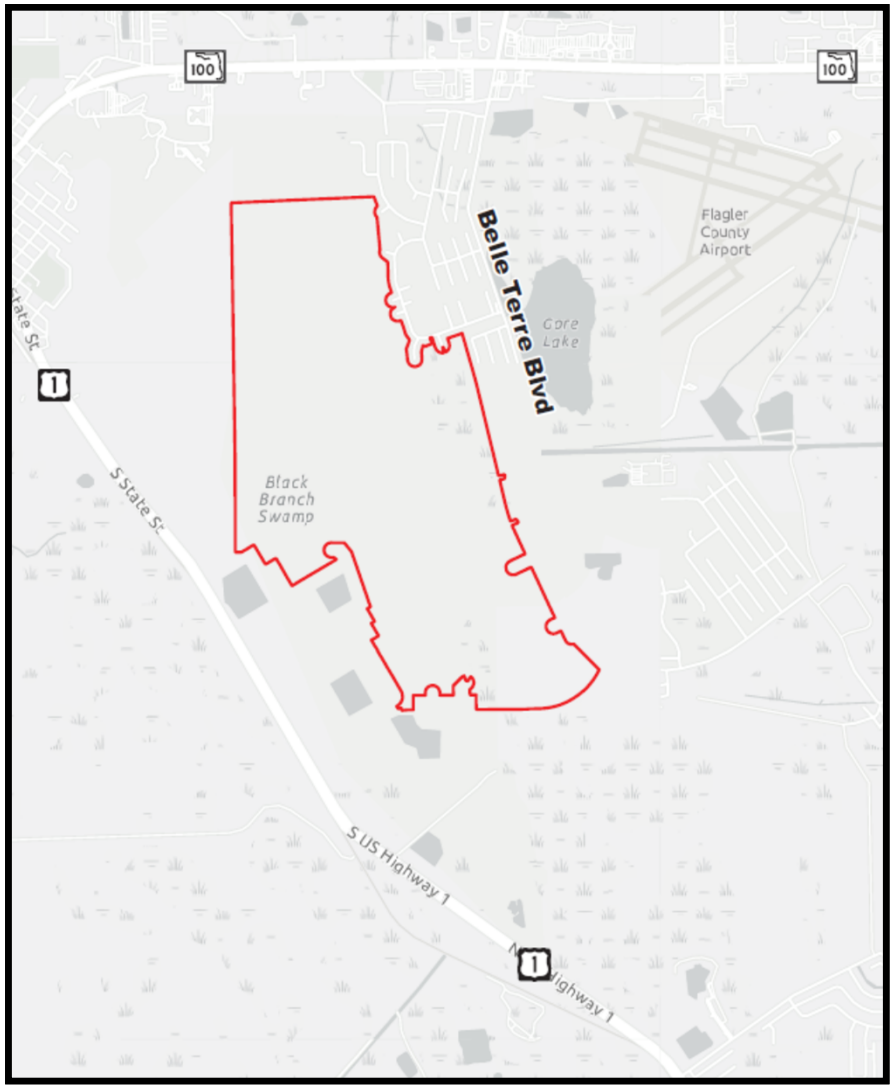
Recommended Action:
The Planning and Land Development Regulation Board (PLDRB) held a public hearing on September 22 and voted 6-1 to recommend that the City Council approve the proposed amendment to the Magnolia Trace MPD-Development Agreement.

Additionally, the PLDRB recommended the addition of a condition in the MPD-DA to have a historic marker installed on the property to recognize Gore Lake Mound as an archaeological site.

The PLDRB further recommended that the Applicant and Staff work together to create a condition that would allow for 18’ wide townhome lots.

City Council
Public Hearing
October 6, 2026

Magnolia Trace Master Planned Development Agreement Amendment
AR #6549



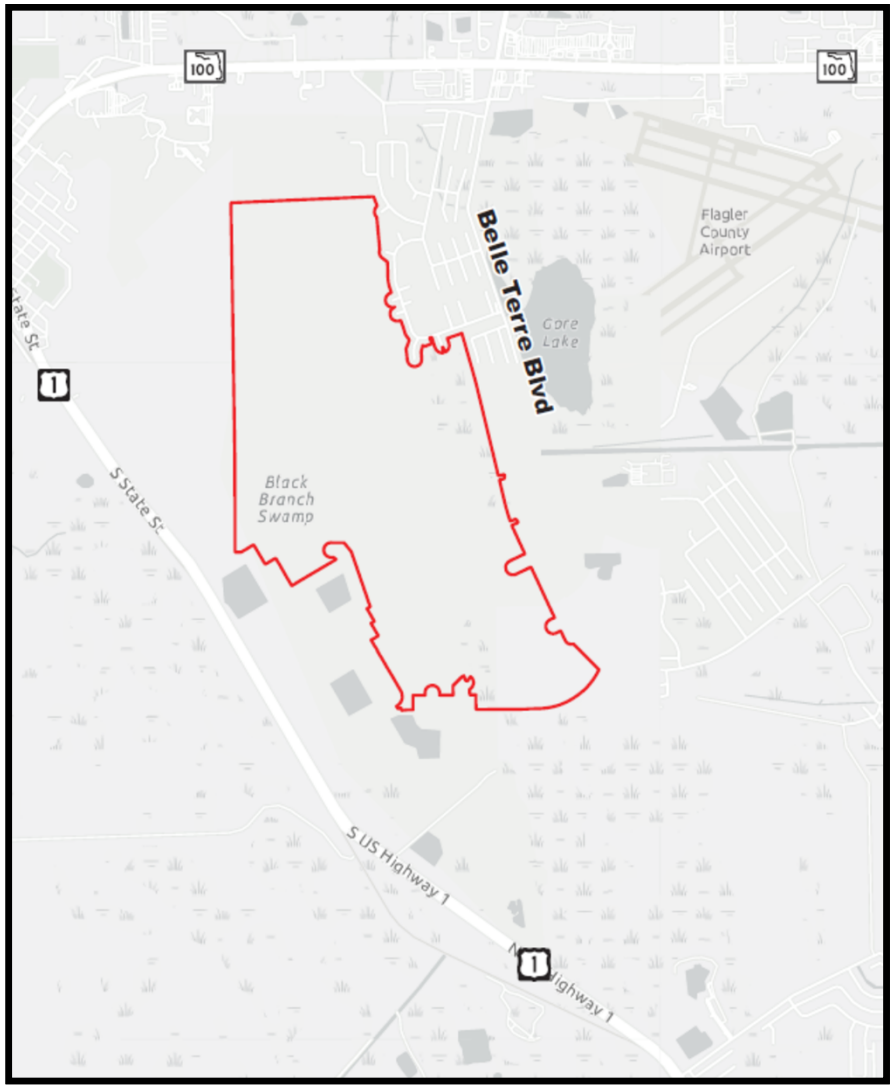
BACKGROUND

Owner: Oare Associates, LLC

Site Size/Location:

- ±1017.77 acres generally located about .75 miles northeast of US-1 and Belle Terre Blvd. intersection

PALM COAST



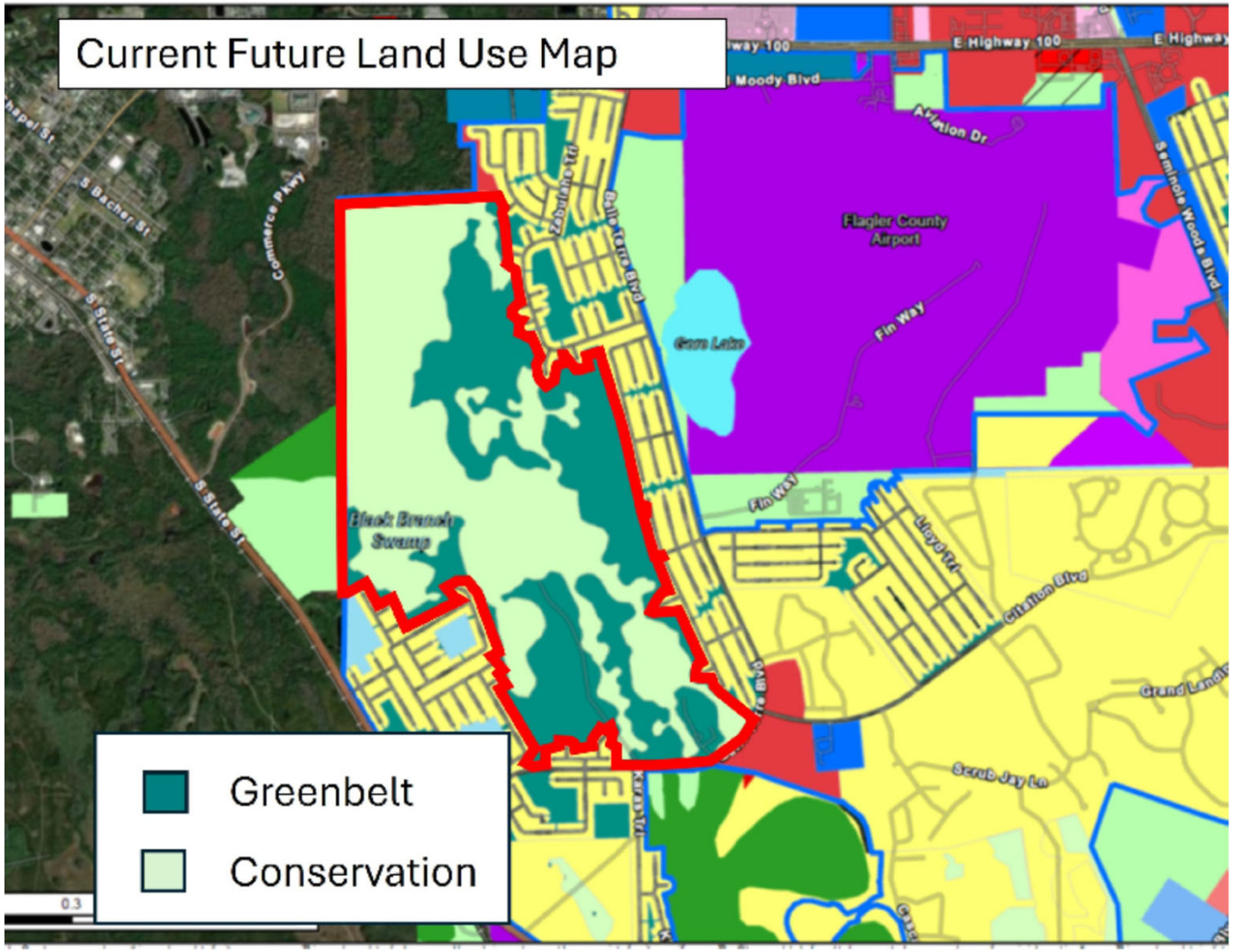
BACKGROUND

FLUM Amendment: No proposed change.

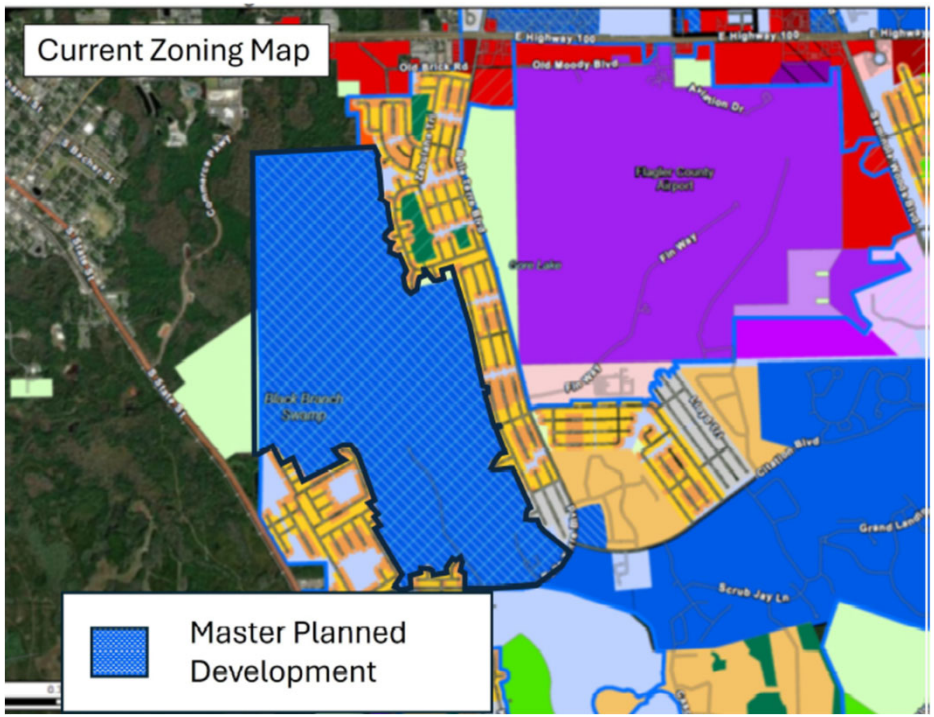
REZONING: from 4.4+/- acres of EST-1 to MPD along with various amendments to an approved Master Planned Development-Development Agreement

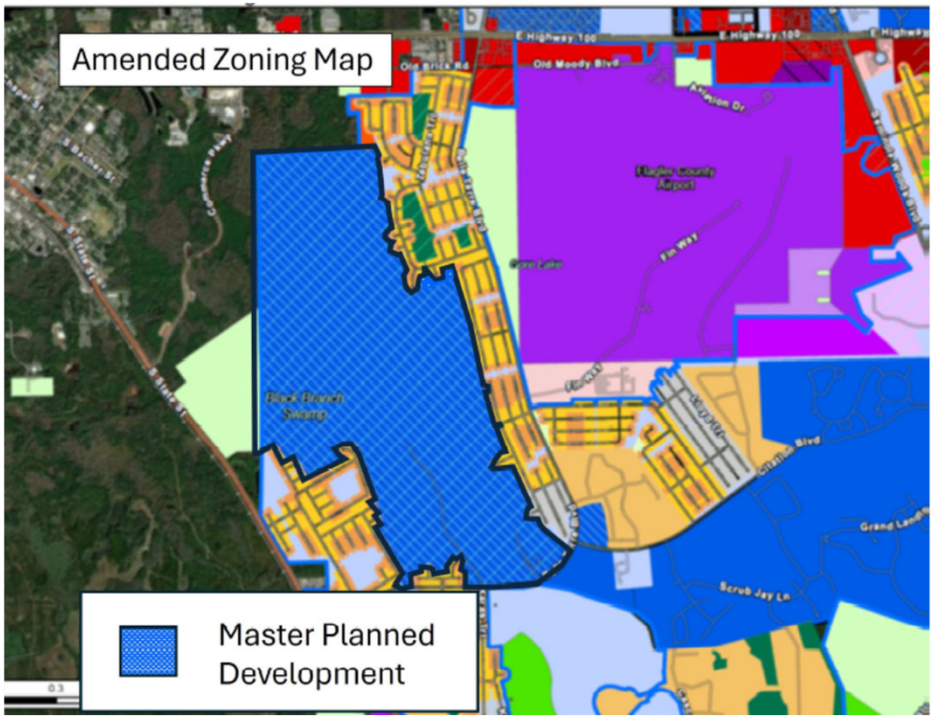
PALM COAST

Future Land Use Map Designations



Zoning Map Districts – Existing vs. Proposed





Public Participation/Public Notice

- The applicant hosted a neighborhood meeting on August 25, 2026. The applicant provided a powerpoint presentation followed by a question and answer session regarding the proposed amendments to the MPD Agreement.

Magnolia Trace Master Planned Development Amendment
Analysis and Recommendation
AR # 6549

PALM COAST

Proposed Amendment

- Expansion of the MPD area by 4.41+/- acres (4.41+/- acres from Est-1 to MPD zoning),
- Reduction of maximum residential units by 130 units from 754 to 624
- Townhomes and multifamily units will be limited to 150 units.
- The maximum development potential as stated in the current and proposed MPD includes the 80 existing dwelling units in Grand Villa ALF - 20 independent living and 60 bed units.

Proposed Amendment

- Combining (based on current MPD) Tract 2-Neighborhood Commercial, Tract 3-Extended Care Facility into one Tract (Tract 1) – to permit either of the following:
  - stand alone neighborhood commercial consistent with COM-1 requirements, or
  - stand alone residential consistent with MFR-1 Zoning district, or
  - Mixed Use development consisting of single-use buildings or one or more mixed use buildings (commercial on ground floor and residential on remaining floors)

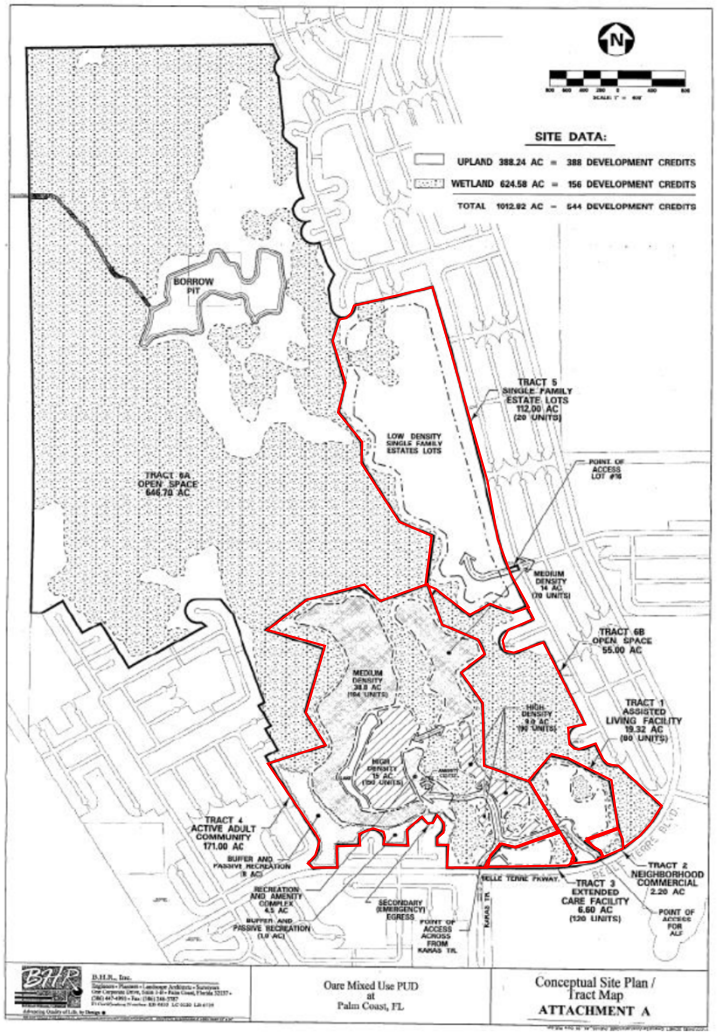
Proposed Amendment

- Integration of current Tract 4-Adult Active Community (Age Restricted Community), and Tract 5-Estate Lots into one Tract (Tract 2) to accommodate up to 544 units

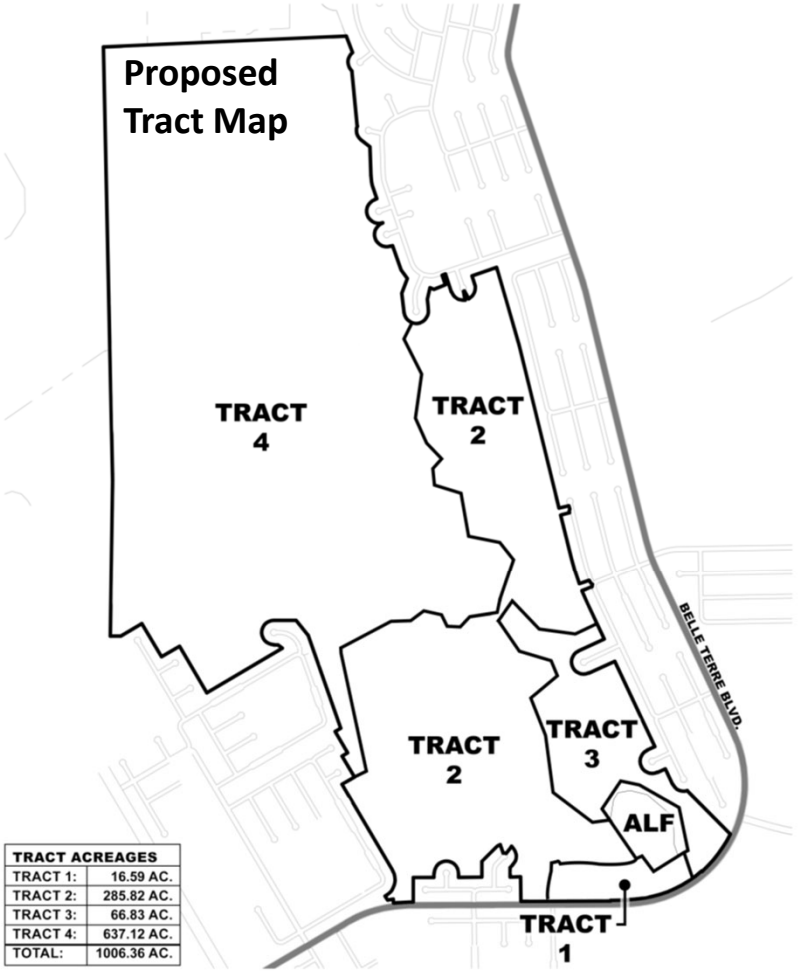
- Limit access through Zonal Geranium Trail as emergency access only (current MPD allows permanent access through Zonal Geranium Trail).

- Create a new emergency access to Zaun Trail.

Current Tract Map



Proposed Tract Map



TRACT ACREAGES	
TRACT 1:	16.59 AC.
TRACT 2:	285.82 AC.
TRACT 3:	66.83 AC.
TRACT 4:	637.12 AC.
TOTAL:	1006.36 AC.

Magnolia Trace - Palm Coast

Exhibit D: Tract Map

29 April 2026

ETM ENGLAND-THIMS & MILLER

PALM COAST

Criteria for Rezoning – LDC Section 2.05.05

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

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

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

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

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

PALM COAST

Zoning Map Amendment LDC Sec. 2.05.05 Criteria Analysis

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

- Originally approved as an “age in place” or “continuum of care” facility (different housing types with differing levels of assistance from independent living, to assisted living, to extended care
- the potential for an “age in place” or “continuum of care” remain intact with a cap on the number of multi-family units/townhome units within the project
- the inclusion of an additional 4.41+/- acres into the MPD will not present a conflict with or be contrary to public interest since it provides for the expansion of the buffer area between the MPD and the existing residential area.

PALM COAST

Zoning Map Amendment LDC Sec. 2.05.05 Criteria Analysis

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

- The MPD Development Agreement having received previous approval is consistent with the Comprehensive Plan. There are no items in the proposed amendment to the MPD that would make the development inconsistent with the Comprehensive Plan.

Zoning Map Amendment LDC Sec. 2.05.05 Criteria Analysis

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

- The proposed amendment will reduce the potential demand for water and sewer due to the potential reduction in residential units of at least 130 units.
- The condition for the developer/landowner to be responsible for extending infrastructure to the project site remains unchanged.

Zoning Map Amendment LDC Sec. 2.05.05 Criteria Analysis

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants; and
E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.

- Future development of the site must still comply with the development standards contained within the Development Agreement, as well as with requirements of the Unified Land Development Code (ULDC) where applicable, and the Comprehensive Plan.

- As well as applicable local, state and federal laws, statutes, ordinances, regulations and codes. This includes items like having the appropriate accommodations for infrastructure (water, sewer, transportation, stormwater, and schools) or the required permits from the St. Johns River Water Management District (SJRWMD), the Army Corps of Engineers (ACOE), or Florida Department of Environmental Protection (DEP).

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Zoning Map Amendment LDC Sec. **2.09.04** Criteria Analysis

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

- As noted previously in the analysis prepared for ULDC Chapter 2, Part II, Section 2.05.05 of this staff report

Zoning Map Amendment LDC Sec. 2.09.04 Criteria Analysis

B. Consistency with the general intent of the LDC;

- Generally consistent with the general intent of the Land Development Code (LDC). MPD-DA provides for dwelling unit size, heights, and setbacks that are consistent with the standards in the LDC for single-family and multi-family units.

- Conditions and items in the MPD-DA such as private amenities, pedestrian/bicycle amenities, fire protection, lighting standards that are required by the LDC.

- Additionally, conditions in the MPD-DA that requires the drainage/stormwater system in the development to meet the LDC requirements, as well as SJRWMD and DEP rules and regulations.

- MPD will need to meet the Level of Service (LOS) standards established in the Comprehensive Plan for varying public facilities and services.

PALM COAST

Zoning Map Amendment LDC Sec. 2.09.04 Criteria Analysis

B. Consistency with the general intent of the LDC, (continued);

- Failure to meet the LOS standards may require mitigation agreement between the developer and City or if the impact is on schools, then, a proportionate-agreement between the developer and the School District may be necessary.

Staff notes the following as an item of concern:

- Staff has found townhome lot widths of 18’ to be problematic due to LDC requirement of providing 25% landscaped planting area in front of the home’s building facade out to the front property line.

- Additionally, the LDC requires a minimum width of 16’ for driveways (2 side by side parking spaces). This requirement combined with a minimum lot width of 18’ leaves minimal separation between townhome driveways.

- Staff recommends that the minimum townhome lot be 20’.

PALM COAST

Zoning Map Amendment LDC Sec. 2.09.04 Criteria Analysis

C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity; and
D. Compatibility within the development and relationship with surrounding neighborhoods;

- The proposed density/intensity is consistent with the surrounding area.
- The amendment includes a reduction in the maximum development potential of at least 130 units from the existing MPD.
- The conceptual master plan proposes 60’ wide lots adjacent to the existing 80’ wide lots (SFR-3 zoning) to the east.
- The MPD provides for a 20’ wide buffer between the existing SFR-3 lots along the eastern boundary of the MPD. Other areas adjacent to the existing single-family residential area (Z-section) will have buffers greater than 40’.

PALM COAST

Zoning Map Amendment LDC Sec. 2.09.04 Criteria Analysis

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

- No conditions exist to exempt MPD from meeting the Level of Service standards listed in Exhibit 8.1 of the Comprehensive Plan.

- Deficiency in the LOS will require mitigation by the developer through proportionate share payment or agreement. These agreements may be between the developer and the City and in the case of school facilities, with the School District.

- Impacts on surface drainage, flood control, and soil conservation will follow Federal Emergency Management Agency (FEMA) rules and regulations and LDC Section 10.02. Stormwater Management systems will be designed and permitted in accordance with SJRWMD and FDEP regulations. Any pollution and environmental concerns will be subject to Code of Ordinances Chapter 24, Article II.

PALM COAST

Zoning Map Amendment LDC Sec. 2.09.04 Criteria Analysis

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

- The MPD-DA allows for the phased development
- MPD-DA includes language to ensure independence of each phase:
- *Each phase of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure …. shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City. (Section 11(a) of MPD Agreement).*

PALM COAST

Zoning Map Amendment LDC Sec. 2.09.04 Criteria Analysis

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

- Required infrastructure must be available to support the proposed development concurrent with its impacts.

- Review of the traffic impacts will not cause any road segments to fall below the level of service.

- The MPD-DA has a condition that specific location, alignment, and design of the full-access collector roadways and the stabilized emergency access points shall be determined at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal for each phase.

Palm Coast

Zoning Map Amendment LDC Sec. 2.09.04 Criteria Analysis

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

The condition includes the following language:

If a traffic signal or other traffic control improvement is warranted at any Project access point based on (i) a phase-specific traffic impact analysis submitted with the Preliminary Plat or Technical Site Plan for any phase of the Project or

(ii) applicable warrant analyses under the Manual on Uniform Traffic Control Devices (MUTCD) or FDOT standards, the Owner shall design, construct, and bond the signal or alternative traffic control improvement as a condition to the issuance of development orders for the phase triggering the warrant, at the Owner's sole expense and subject to any proportionate-share arrangements with other benefiting parties. (Section 10.10 of MPD Agreement).

PALM COAST

Zoning Map Amendment LDC Sec. 2.09.04 Criteria Analysis

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

The existing MPD preserves over 715+/- acres of wetlands in conservation easements. The flexibility provided by the MPD designation allows the project to minimize development impacts on wetlands.

Zoning Map Amendment LDC Sec. 2.09.04 Criteria Analysis

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

- There are no specific development plan for this area of the City. Analysis was conducted for consistency with Comprehensive Plan.

Zoning Map Amendment LDC Sec. **2.09.04** Criteria Analysis

J. Impact upon the environment or natural resources

- MPD Conceptual Plan map protects large contiguous areas of wetlands (approximately a total of 715 acres in conservation easements).

- MPD Conceptual Plan identifies locations of wildlife crossings as part of the internal roadway network. The wildlife corridors will provide opportunities to protect wildlife as well as providing contiguity within the wetland system.

Zoning Map Amendment LDC Sec. **2.09.04** Criteria Analysis

K. Impact on the economy of any affected area

- If approved, the proposed amendment will provide temporary construction jobs during its construction.

Findings Summary

- The proposed amendment meets the developmental criteria of LDC Sections 2.05.05 and 2.09.04

- The proposed amendment is consistent with the Comprehensive Plan

Recommendations

The Planning and Land Development Regulation Board (PLDRB) held a public hearing on September 22 and voted 6-1 to recommend approval of the proposed Amendment.

Additionally, the PLDRB recommended the addition of a condition in the MPD-DA to have a historic marker installed on the property to recognize Gore Lake Mound as an archaeological site.

The PLDRB further recommended that the Applicant and Staff work together to create a condition that would allow for 18’ wide townhome lots.

PALM COAST

Next Steps

- City Council 1st reading – October 6
- City Council 2nd reading – October 20

ORDINANCE 2026-__
FOURTH AMENDED AND RESTATED MASTER PLANNED DEVELOPMENT AGREEMENT MAGNOLIA TRACE (F/K/A/ OARE MPD) APPLICATION #6549

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMCOAST, FLORIDA, AMENDING THE ZONING DESIGNATION FOR 4.41+/- ACRES FROM ESTATE-1 TO MASTER PLANNED DEVELOPMENT AND IS MADE PART OF THE FOURTH AMENDED AND RESTATED MAGNOLIA TRACE MASTER PLANNED DEVELOPMENT (MPD) DEVELOPMENT AGREEMENT (FORMERLY KNOWN AS THE OARE MPD) FOR PROPERTY CONSISTING OF APPROXIMATELY 1017.77+/- ACRES (INCLUDES 11.41+/- ACRE SITE OF GRAND VILLA ALF), GENERALLY LOCATED .75 MILES NORTHEAST OF THE US-1 AND BELLE TERRE BLVD. INTERSECTION ON THE WESTSIDE OF BELLE TERRE BOULEVARD; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the owner of certain real property, totaling approximately 1,017.77± acres in size, attached as Exhibit "A" generally located .75 miles northeast of the US-1 and Belle Terre Blvd. on the westside of Belle Terre Blvd., petitioned the City of Palm Coast to amend a previously approved Master Planned Development-Development Agreement for Magnolia Trace MPD formerly known as the Oare MPD pursuant to the controlling provisions of State law and the applicable codes and ordinance of the City of Palm Coast; and

WHEREAS, the Third Amended and Restated Oare MPD-Development Agreement permitted a total density of 754 residential units, consisting of a mix of assisted living, extended care, active adult lots, single family estate lots, and 2.2 acres reserved for neighborhood commercial uses on a gross acreage of 1,013.36 acres, more or less ("Previous MPD Property"); and

WHEREAS, an assisted living facility consisting of 60 assisted living bed units and 20 independent living residences ("Assisted Living Facility") was completed in 2008 a portion of Tract 1 as defined and identified in the Previous MPD; and

WHEREAS the City of Palm Coast City Council ("City Council") finds that this Development Agreement (the Fourth Amended and Restated Magnolia Trace MPD) is consistent with the City's Comprehensive Plan (2050) (the "Comprehensive Plan") and Unified Land Development Code ("LDC") and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City; and

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

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

WHEREAS, this is a non-statutory Development Agreement which is not subject to nor enacted pursuant to the provisions of Sections 163.3220 -163.3243, Florida Statutes; and

WHEREAS, City staff has reviewed and has subsequently recommended approval of the application; and

WHEREAS, on the 22nd day of September 2026, the Planning and Land Development Regulation Board (PLDRB) recommended that the application be APPROVED; and

WHEREAS, the City Council has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of City staff, and the recommendation of PLDRB; and

WHEREAS, the City Council of the City of Palm Coast held a duly noticed public hearing on the proposed amendments to the Magnolia Trace Master Planned Development -Development Agreement set forth hereunder and considered findings and recommendations of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and the recommendation of the Planning and Land Development Regulation Board and after complete deliberation, the City Council hereby finds the requested Master Planned Development Amendment is consistent with the City of Palm Coast Comprehensive Plan, and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder, and

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

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

SECTION 2. OFFICIAL ZONING MAP AMENDED. A 4.41 ± acre area is amended from Estate-1 to Master Planned Development and is made a part of the Fourth Amended and Restated Magnolia Trace Master Planned Development as shown in Exhibit "A".

SECTION 3 AMENDED AND RESTATED MAGNOLIA TRACE MASTER PLANNED DEVELOPMENT - DEVELOPMENT AGREEMENT (MPD-DA)

The Fourth Amended and Restated Magnolia Trace MPD DA and its exhibits attached hereto as EXHIBIT "A", with all appropriate signatures and joinders, is hereby adopted and

approved by the City Council of the City of Palm Coast and shall constitute the regulations for the specific MPD District. The DA shall be recorded in the Official Records of Flagler County, Florida, by the City Clerk.

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

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading this 6th day of October 2026.

ADOPTED on the second reading after due public notice and hearing this 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment:
Exhibit “A” – Amended Zoning Map for Magnolia Trace MPD
Exhibit “B” – Fourth Amended and Restated Magnolia Trace MPD-Development Agreement (MPD-DA) (formerly known as Oare MPD)

EXHIBIT "A"
Amended Zoning Map

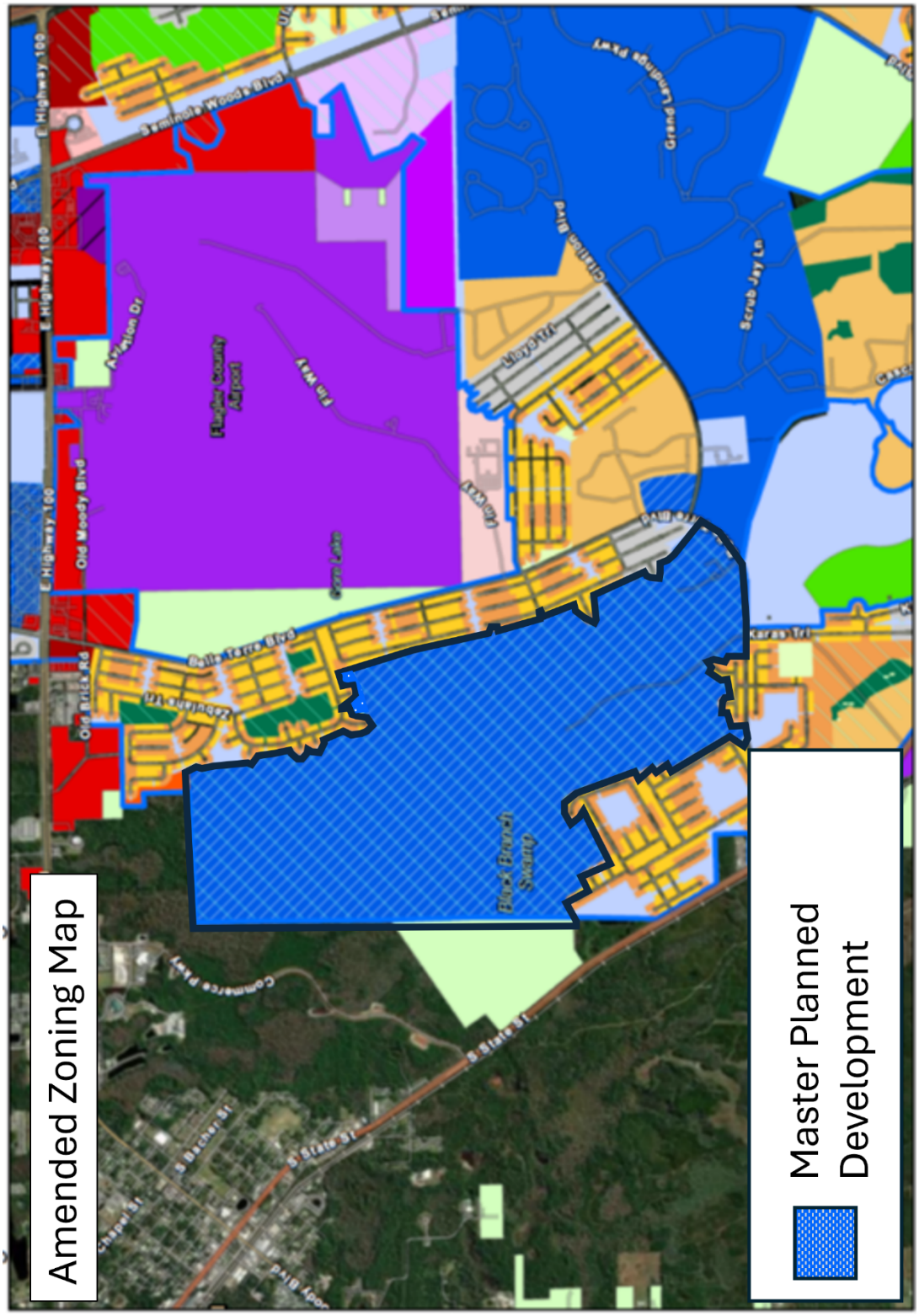


Exhibit "B"
FOURTH AMENDED AND RESTATED MAGNOLIA TRACE MPD-DA

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR THE AMENDMENT TO
MAGNOLIA TRACE MPD (F/K/A OARE MPD)
CITY COUNCIL
OCTOBER 6, 2026
#

OVERVIEW

Application Number:	6549
Applicant/Agent:	Jay W. Livingston, Esq.
Property Description:	1,017.77+/- acres (includes 11.41+/- acres for an existing ALF facility) located about .75 miles to the northeast of the US-1 and Belle Terre Blvd. intersection on the westside of Belle Terre Blvd.
Property Owners:	Oare Associates, LLC
Parcel Address:	N/A
Current FLUM:	Greenbelt and Conservation
Current Zoning:	Estate-1, and Master Planned Development
Current Use:	Approximately 1006.36+/- acres of vacant land consisting of uplands and wetlands with 11.41+/- acre site developed with an Assisted Living Facility
Size of Property:	1017.77+/- acres (includes 11.41+/- acres for an existing ALF facility)
Requested Action:	Amend the Magnolia Trace Master Planned Development Agreement (f/k/a Oare MPD) to add 4.41+/- acres to the MPD, to reduce the maximum number of permitted units and to amend the mix of residential types permitted within the MPD

ANALYSIS

REQUESTED ACTION

Jay Livingston, Esq. on behalf of the landowners, Oare Associates, LLC has filed an application to amend the Magnolia Trace MPD (formerly known as Oare MPD). If approved, this proposed amendment will be the fourth amended and restated MPD agreement.

The amendment application proposes the following:

- Expansion of the MPD area by 4.41+/- acres (4.41+/- acres from Est-1 to MPD zoning),
- Reduction of maximum residential units by 130 units from 754 to 624. Current MPD permits maximum of 754 dwelling units. Proposed MPD will permit a maximum of 624 dwelling units in a mix of single-family detached, townhomes, and multifamily units. Townhomes and multifamily units will be limited to 150 units. The maximum development potential as stated in the current and proposed MPD includes the 80 existing dwelling units in Grand Villa ALF - 20 independent living and 60 bed units.

- The current MPD agreement does not provide a cap on the number of multifamily units. The proposed amendment limits multifamily or townhome units to 150.
- Combining (based on current MPD) Tract 2-Neighborhood Commercial, Tract 3-Extended Care Facility into one Tract (Tract 1) – to permit either of the following:
    - stand alone neighborhood commercial consistent with COM-1 requirements, or
    - stand alone residential consistent with MFR-1 Zoning district, or
    - Mixed Use development consisting of single-use buildings or one or more mixed use buildings (commercial on ground floor and residential on remaining floors)
- Integration of current Tract 4-Adult Active Community (Age Restricted Community), and Tract 5-Estate Lots into one Tract (Tract 2) to accommodate up to 544 units (this would eliminate construction of additional residential units on other Tracts).
- Limit access through Zonal Geranium Trail as emergency access only (current MPD allows permanent access through Zonal Geranium Trail).
- Create a new emergency access to Zaun Trail.

BACKGROUND/SITE HISTORY

In 2005, City Council through Ordinance #2005-45 approved a zoning change for the Oare Mixed Use PUD (Planned Unit Development). The approval was part of a process in order to develop a mixed use “Continuing Care Retirement Community”. The community was intended to provide an opportunity for “aging in place” development. The project provides progressive forms of residential housing opportunities ranging from independent living through assisted living. There is an additional intent to provide a neighborhood scale commercial to support these areas and lessen trips. A density bonus was provided as part of the original application consistent with Comprehensive Plan Policy to encourage development of continuum of care facilities. The initial approval for the Oare MPD permitted 754 dwelling units consisting of 544 dwelling units. The permitted density equated to less than one unit/gross acre and less than four units/net acre.

In 2008, an assisted living facility consisting of 60 assisted living bed units and 20 independent living residences was completed on a portion of Tract 1. No other development has commenced on the site.

Subsequent through the years, in 2009, 2014, and 2019, the landowners applied as permitted by the PUD/MPD to extend the deadline for the commencement of the platting process for the remainder of the parcel (within 60 months of approval). In 2024, the landowner was granted a 48 month extension through Florida Statutes Section 252.363(1)(a). This brought the expiration date of the Magnolia Trace MPD to November 25, 2028.

LAND USE AND ZONING INFORMATION

USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Greenbelt and Conservation	No change to Future Land Use Map (FLUM)

Zoning District	Master Planned Development	4.41+/- acres of EST-1 to Master Planned Development
Use	Continuum of Care facilities – mix of independent living and assisted living units with neighborhood commercial	No change to permitted uses, proposed change to caps for particular units or options for location of development
Acreage	1,013.36+/- acres	1,017.77+/- acres (includes 11.41+/- acres for existing ALF)

SURROUNDING LAND USES:

NORTH:	FLUM:	City of Bunnell (Multi-Family-8 to 20 dwelling units/acre), City of Palm Coast -Residential
	Zoning:	City of Bunnell-Multi-family district (R-3B), City of Palm Coast-Single-family residential (SFR-2 and SFR-3)
EAST:	FLUM:	City of Palm Coast-Residential
	Zoning:	City of Palm Coast-Single Family residential (SFR-2 and SFR-3)
SOUTH:	FLUM:	City of Palm Coast-Residential
	Zoning:	City of Palm Coast-Single Family residential (SFR-2 and SFR-3)
WEST:	FLUM:	City of Bunnell-Industrial
	Zoning:	City of Bunnell-Light Industrial District (L-1)

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

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

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

Staff Finding: The existing Master Planned Development (MPD) zoning and companion Development Agreement were originally approved in 2005. The original approval envisioned an "age in place" or "continuum of care" facility that allows a person/household to remain within the development through having the availability of different housing types with differing levels of assistance (i.e. independent living, to assisted living, to extended care).

Although there are changes to the ratio between housing types (assisted living versus independent living), the potential for an "age in place" or "continuum of care" remain intact. Additionally, the proposed MPD places a cap on the number of multi-family units within the project.

Finally, the inclusion of an additional 4.41+/- acres into the MPD will not present a conflict with or be contrary to public interest since it provides for the expansion of the buffer area between the MPD and the existing residential area.

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

Staff Finding: The MPD Development Agreement having received previous approval is consistent with the Comprehensive Plan. There are no items in the proposed amendment to the MPD that would make the development inconsistent with the Comprehensive Plan.

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

Staff Finding: The proposed amendment will reduce the potential demand for water and sewer due to the potential reduction in residential units of at least 130 units. The condition for the developer/landowner to be responsible for extending infrastructure to the project site remains unchanged. No significant financial liability or hardship is expected for the City.

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

Staff Finding: The proposed amendments to the MPD will not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants. Future development of the site must still comply with the development standards contained within the Development Agreement, as well as with requirements of the Unified Land Development Code (ULDC) where applicable, and the Comprehensive Plan.

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

Staff Finding: Any proposed future development of the site must comply with the requirements of all other applicable local, state and federal laws, statutes, ordinances, regulations and codes. This includes items like having the appropriate accommodations for infrastructure (water, sewer, transportation, stormwater, and schools) or the required permits from the St. Johns River Water Management District (SJRWMD), the Army Corps of Engineers (ACOE), or Florida Department of Environmental Protection (DEP).

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

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

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

Staff Finding: As noted previously in the analysis prepared for ULDC Chapter 2, Part II, Section 2.05.05 of this staff report, the existing Development Agreement is in conformance with the Comprehensive Plan. The proposed changes to the MPD Development Agreement does not bring the plan into inconsistency with the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

Staff Finding: The proposed MPD-DA proposes development standards that are generally consistent with the general intent of the Land Development Code (LDC). The MPD-DA provides for dwelling unit size, heights, and setbacks that are generally consistent with the standards in the LDC for single-family and multi-family units.

There are conditions and items in the MPD-DA such as private amenities, pedestrian/bicycle amenities, fire protection, lighting standards that are required by the LDC. Additionally, there are conditions in the MPD-DA that requires the drainage/stormwater system in the development to meet the LDC requirements, as well as SJRWMD and DEP rules and regulations. As with all development, the MPD will need to meet the Level of Service (LOS) standards established in the Comprehensive Plan for varying public facilities and services. Failure to meet the LOS standards may require mitigation agreement between the developer and City or if the impact is on schools, then, a proportionate-agreement between the developer and the School District may be necessary.

Overall, staff finds the MPD-DA generally consistent with the intent of the LDC, however, staff notes the following as an item of concern.

The MPD-DA proposes a minimum townhome lot width of 18'. Staff finds this width problematic due to the LDC requirement of providing 25% landscaped planting area in front of the home's building facade out to the front property line. Additionally, the LDC requires a minimum width of 16' for driveways (2 side by side parking spaces). This requirement combined with a minimum lot width of 18' leaves minimal separation between townhome driveways. Staff recommends that the minimum townhome lot be 20'.

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

Staff Finding: The proposed amendments to the Development agreement will not cause a departure from consistency in terms of character and density/intensity with the surrounding area. The proposed amendment includes a reduction in the maximum development potential of at least 130 units from the existing MPD.

Staff notes that the conceptual master plan proposes 60' wide lots adjacent to the existing 80' wide lots (SFR-3 zoning) to the east. The MPD provides for a 20' wide buffer between the existing SFR-3 lots along the eastern boundary of the MPD. Other areas adjacent to the existing single-family residential area (Z-section) will have buffers greater than 40'.

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

Staff Finding: See analysis above for Criteria C.

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

Staff Finding: There are no conditions in the proposed MPD that would exempt the developer from meeting the Level of Service standards listed in Exhibit 8.1 of the Comprehensive Plan. Any deficiency in the LOS will require mitigation by the developer through potentially a proportionate share payment or agreement to mitigate for the deficiency in public infrastructure.

These agreements may be between the developer and the City and in the case of school facilities, with the School District.

Impacts on surface drainage, flood control, and soil conservation will follow Federal Emergency Management Agency (FEMA) rules and regulations and LDC Section 10.02. Stormwater Management systems will be designed and permitted in accordance with SJRWMD and FDEP regulations. Any pollution and environmental concerns will be subject to Code of Ordinances Chapter 24, Article II.

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

Staff Finding: The MPD-DA allows for the phased development of the project. The MPD-DA does include the following language to ensure that each phase may stand as independent development.

Each phase of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City. (Section 11(a) of MPD Agreement).

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

Staff Finding: As provided above, the required infrastructure must be available to support the proposed development concurrent with its impacts. Review of the traffic impacts will not cause any road segments to fall below the level of service. The MPD-DA has a condition that *specific location, alignment, and design of the full-access collector roadways and the stabilized emergency access points shall be determined at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal for each phase.*

If a traffic signal or other traffic control improvement is warranted at any Project access point based on (i) a phase-specific traffic impact analysis submitted with the Preliminary Plat or Technical Site Plan for any phase of the Project or (ii) applicable warrant analyses under the Manual on Uniform Traffic Control Devices (MUTCD) or FDOT standards, the Owner shall design, construct, and bond the signal or alternative traffic control improvement as a condition to the issuance of development orders for the phase triggering the warrant, at the Owner's sole expense and subject to any proportionate-share arrangements with other benefiting parties. (Section 10.10 of MPD Agreement).

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

Staff Finding: The existing MPD preserves over 715+/- acres of wetlands in conservation easements. The flexibility provided by the MPD designation allows the project to minimize development impacts on the existing wetlands.

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

Staff Finding: There are no specific development plan for this area of the City. Analysis was conducted for consistency with Comprehensive Plan.

J. Impact upon the environment or natural resources.

Staff Finding: The proposed MPD Conceptual Plan map proposes to protect a large contiguous areas of wetlands (approximately a total of 715 acres in conservation easements). Additionally, the MPD Conceptual Plan identifies the locations of wildlife crossings as part of the internal roadway network. The wildlife corridors will provide opportunities to protect wildlife as well as potentially providing contiguity within the wetland system.

K. Impact on the economy of any affected area.

Staff Finding: If approved, the proposed amendment will provide temporary construction jobs during its construction.

PUBLIC PARTICIPATION

As required by the Land Development Code, a neighborhood meeting was hosted by the applicant. The neighborhood meeting was held on August 25, 2026 in the Jon Netts Community Wing of the City of Palm Coast City Hall.

RECOMMENDATION

The Planning and Land Development Regulation Board (PLDRB) held a public hearing on September 22 and voted 6-1 to recommend that the City Council approve the proposed amendment to the Magnolia Trace MPD-Development Agreement.

Additionally, the PLDRB recommended the addition of a condition in the MPD-DA to have a historic marker installed on the property to recognize Gore Lake Mound as an archaeological site.

The PLDRB further recommended that the Applicant and Staff work together to create a condition that would allow for 18’ wide townhome lots.

Comparison of 2019 (Third Amended and Restated MPD) and 2025 OARE/Magnolia Trace MPD (Fourth Amended and Restated)

Items	2019	2025
Area	1013.36+/- acres	1017.77+/- acres (1006.36 owned by applicant) (11.41+/- acres owned by VS Palm Coast LLC – owner of Magnolia Trace ALF)
# of Units	388.5 ac. Uplands = 1 unit/acre = 388 units 625 ac. Wetlands = .25 unit/acre = 156 units Total = 544 units (Bonus to 754 units) 2.2 acres of neighborhood commercial	Maximum of 544 Residential Units (multi-family and townhomes not to exceed 150 units) 35,000 sq. ft. of Neighborhood Commercial (consistent with COM-1) There is an existing 80 unit ALF at Magnolia Trace – 20 Independent living and 60 Assisted Living
	Residential Total = 544 units (Bonus to 754 units)	Residential Total is 544 Residential Units plus 80 existing units = 624 units (multi-family and townhomes not to exceed 150 units in aggregate) Units may include “Active Adult Housing” Conversion of Residential Units may occur so long as the conversion results in no net increase in PM peak hour trip rate.
Project Description	**Tract 1** - 19.32 ac. Total of 80 units (60 assisted living bed units (1 bed unit = 1.5 beds) and 20 independent living units)	Identified as ALF on MPD Tract Map – No changes to existing development or development standards.
	Tract 2 - 2.2 ac. Reserved parcel (Neighborhood commercial) **Tract 3** - 6.6 ac. Extended care with 120 units	**Tract 1(16.59 ac.) (composed of Tract 2 and Tract 3 and additional adjacent areas from the 2019 MPD)** – Potential uses may include: Neighborhood Commercial/Multi-family Maximum of 35,000 sq. ft. of retail space

Comparison of 2019 (Third Amended and Restated MPD) and 2025 OARE/Magnolia Trace MPD (Fourth Amended and Restated)

Items	2019	2025
		Maximum 150 multifamily housing unit Conversion of Residential unit types may occur so long as conversion does not increase net trips
	Tract 4 - 171 ac. With 504 active adult community (attached, detached, multi-family), common recreation area **Tract 5** – 112 ac. With 20 Single-family estate lots (min. size of 3 acres)	Tract 4 and Tract 5 from 2019 MPD have been combined as **Tract 2 (285.82 acres) in the 2026 MPD**. Permitted uses in this tract include: Single-family, Detached/Townhomes/Active Adult Housing/Amenities
	Tract 6A&6B – 704 acres held in open space with 25 acre borrow pit site (borrow pit operates for 60 months after site plan approval)	**Tracts 6A&6B from 2009 MPD** are identified as **Tracts 3 (66.83 ac.) and 4 (637.12) in the 2026 MPD**. These tracts are designated as Conservation/Open Space and may be available for mitigation credits (if permitted by state law) with an existing Borrow Pit as permitted by previous MPD (identified in Tract 4).
Contingent Density Bonus based on 2004 Comp Plan Policy 3.2.2.2	210 bonus units (Total units is 754)	None.
Wetlands	Impacts may occur as permitted by the SJRWMD and USACOE.	Jurisdictional wetland boundaries to be depicted on all plats. Project is subject to all state and federal environmental and wetland regulations
Stormwater	Adhere to ITT Comprehensive drainage (handle 100 year storm). Stormwater system design for each tract Designed not to create impact on ITT system from a 100 year storm Curb and gutter	Owner responsibility for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff from the Project including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey the stormwater runoff to the Stormwater Facility

Comparison of 2019 (Third Amended and Restated MPD) and 2025 OARE/Magnolia Trace MPD (Fourth Amended and Restated)

Items	2019	2025
	Restoration of City system as required Stormwater Pollution Prevention Plan	Designed for run off from 5-year, 24-hour storm. Collector roadway 10-year, 24-hour storm event. City to permit redesign of stormwater canals along perimeter of property. Stormwater Pollution Prevention Plan
Landscape	Trees planted approximately fifty feet (50') on center and eight to ten feet (8-10') tall with a minimum two inch (2") caliper within the single family portion of the development Twelve to fourteen feet (12-14') tall with a minimum three and one-half inch (31/2") caliper for all other tracts and common areas South Buffer-Opaque at least 6' high in vacant space Belle Terre-25' wide buffer. Specimen trees preserved as possible	15' wide buffer with Type "G" plantings along Belle Terre Parkway. 20' wide perimeter buffer with Type "E" plantings along the remainder of project boundary The stated buffers shall not be required at the Project entrances. Except as provided in this Agreement, the Project signage, irrigation, drainage, utilities and related improvements shall be allowed in the landscape buffer(s), as outlined in Section 11.03.05.C.6 of the LDC. Install reclaimed water lines. May also use stormwater ponds, irrigation wells, or potable water subject to issuance of Consumptive Use permit and other applicable approvals
Signage	Single or double-faced. External signs max. of 24 sq. ft. and 6' high. Directional signs – max. of 8 sq. ft. and 3' high. Other signs per LDC.	At primary entrances Max. of 12' high and 48 sq. ft. Individual residential and commercial projects Directional signs – max. of 4' high and 6 sq. ft.

Items	2019	2025
		Neighborhood, amenity and commercial project directory max 6' high and 32 sq. ft.
Roadways (Interconnectivity and Access)	Curb and gutter – 24' wide road 5' wide sidewalks on both sides of road Internal collector- 4' bike lane or 5' wide sidewalk on one side with 10' wide multi-purpose path Private internal loop roadway, all internal roadways are private Tract 5-private road with access to Zonal Geranium Trail Irrigation, lighting, and landscaping along roadways Dedication of a total of 1200' long additional ROW to the east and west of Tract 1 entrance (no spec on width was provided) Northbound and southbound lanes at Belle Terre Blvd. at Tract 1 entrance Deposit cost of traffic signal for Karas and Belle Terre intersection (not subject to credit)	Project will integrate pedestrian, bicycle, and vehicular traffic circulation systems within the property and with adjacent rights-of-way. Sidewalks 5' on one side of internal roadway Access as depicted on Conceptual Master Plan. May be gated at discretion of owner. Additionally, two stabilized emergency access points If traffic signal or other traffic control improvement is warranted based on analysis, the Owner shall design, construct, and bond the signal or alternative traffic signal control improvement as a condition of issuance of development order for the phase triggering the warrant subject to prop-share agreement.
Recreation	Tract 4 – 5 acre rec complex Tract 5 – Dedicated walking or horse trail	Owner to provide recreation amenities for benefit of project. Specific location, configuration, and design of amenities at time of first Preliminary Plat or Technical Site Plan submittal.
Habitat/Wildlife Protection	All applications for preliminary plat or site plan	Permits as required from FFWCC

Items	2019	2025
	shall include a listed species study in accordance with the LDC	Bear Smart Communities principles Consider use of wildlife crossings in areas crossing optimal wetlands or greenway corridors as appropriate.
Utilities	Extensions to connect are owner responsibility Conduit for fiber optics Underground utilities	City is primary provider. Owner is responsible for any and all costs associated with expansion of capacity to serve property, extension of existing City Utilities to serve project
Fire Protection	Hydrants	Hydrants
Solid Waste	By licensed city franchisee	No pertinent conditions.
Telephone/Electricity/Cable TV	Underground	No pertinent conditions.
Police protection	Flagler County Sheriff's Office	No pertinent conditions.
Aquifer Protection	Plug any abandoned wells	Abandon per applicable state and federal regulation.
Water Supply	Florida Friendly landscape techniques. 50% of planted vegetation by surface area shall be native drought-tolerant Irrigation wells allowed for landscaped areas	Water Conservation: i. Native, drought tolerant plant materials; ii. Separate irrigation zones shall be required for turf, non-turf areas; and iii. Landscape areas shall not be irrigated using high-volume irrigation systems unless high pressure compensating spray heads are utilized.
Cultural Resources	Preservation of Gore Lake Mound	Phase 2 and 3 Completed for Gore Lake Mound site. Letter from Dept. of Historic Resources agree with findings of Phase 2 and 3 and conclusion of ACOE. *Based on the results of the Phases 2 and 3 survey, this office (DHS) concurs with the investigator's recommendations and finds that the proposed project will have no adverse effect to*

Items	2019	2025
		historic properties, and no further work is required.
Floodplain Management	No development in floodplain without elevating structure and compensation storage. Any open space shall be in conservation easement to SJRWMD or City	No special conditions in MPD, must follow LDC.
Construction Debris Disposal/Open Burning Prohibited	On site open burning shall not be permitted.	No special conditions in MPD, must follow LDC. Open Burning is regulated for Florida Dept. of Forestry.
Platting and Development Plan	Preliminary Plat application within 60 months of date of adoption of MPD. Applicant may apply for extension of time subject to PLDRB and Council approval. Minor deviations to development requirements up to 10% may be granted administratively	No special conditions in MPD, must follow LDC.
Development Requirements	Height – Single Family – 36’ Condominium (1-4 units) - 36’ Condominium (Multi-family) – 60’ Tract 3 (Extended Care Facility) – 48’ Commercial – 36’ Tract 5 – 3 acre minimum lot size	Height: Single Family – 36’ Townhomes – 36’ Multi Family – 50’ Commercial -25’ Minimum lot area: SFR – 4000 SF (40’ lot width) Townhome-1600 SF (18’ lot width) Minimum Unit Size: SFR and Townhomes – 1200 SF Multi-family – 650 SF

Comparison of 2019 (Third Amended and Restated MPD) and 2025 OARE/Magnolia Trace MPD (Fourth Amended and Restated)

Items	2019	2025
Open Space	Minimum pervious area of 30%	Minimum 30% of project's gross area. Flexibility on open space as provided by LDC.
Amending the Agreement	Major modifications: Increase of more than 10% in dwelling units, reduces open space by more than 10% or decrease size of any perimeter buffer require	Development Agreement shall not be modified or amended except by written agreement executed by all parties and upon approval of the City Council.
Sales and Construction Trailer	One temporary sales trailer and up to two construction trailers	No special conditions in MPD, must follow LDC.
Concurrency	Determined at Plat review	Transportation concurrency and concurrency for other facilities determined during Preliminary Plat or technical site plan process.
Vehicular/Non-vehicular and Pedestrian Access, Parking, and Interconnectivity	No special conditions in MPD. Must follow LDC standards.	Garages accommodate minimum of one car if 1600 sq. ft. or less Driveways with minimum depth of 20' Detached garage units are optional Owner to evaluate traffic improvements (turn lanes, deceleration lanes, etc.) prior to site plan or preliminary plat at each phase 1 space/250 sq. ft. of amenities.
Facility Commitments	Capacity shall be consistent with Comprehensive Plan Levels of Service.	City is not responsible for construction or creation of public facilities or capacity to facilitate the development of property. No building or development permits issued unless there is adequate capacity for concurrency
Lighting	Decorative 30' poles	Pole mounted with common architectural theme. Minimize off-site impact.

Comparison of 2019 (Third Amended and Restated MPD) and 2025 OARE/Magnolia Trace MPD (Fourth Amended and Restated)

Items	2019	2025
Wetland Buffer	No special conditions in MPD. Must follow LDC standards.	Comply with Section 10.01.08 of LDC which requires natural upland buffer with average width of 50 feet and no less than 25' (adjacent to optimal wetland). Natural upland buffer with average width of 25' and no less than 15' adjacent to moderate and minimal wetlands. Double row silt fence when adjacent to optimal wetlands.
Phasing Plan	No phases in MPD.	Development may occur in phases. Requires submittal of Subdivision Master Plan. Infrastructure must be provided to support each phase. Adequate emergency vehicle access and turnarounds should be provided at all times.

Prepared By:
Jay W. Livingston, Esq.
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

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

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

FOURTH AMENDED AND RESTATED MASTER PLAN DEVELOPMENT AGREEMENT (MAGNOLIA TRACE)

THIS FOURTH AMENDED AND RESTATED MASTER PLAN DEVELOPMENT AGREEMENT (MAGNOLIA TRACE), (herein referred to as the "Development Agreement") is made and executed this _____ day of _____, 2026, by and between the CITY OF PALM COAST, a Florida municipal corporation (herein referred to as the "City"), whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, and OARE ASSOCIATES, LLC, a Florida limited liability company (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status) whose address is 1000 Legion Place, Suite 1700, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, the Owner is the fee simple title owner of certain real property consisting of 1,006.37 acres, more or less, located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **EXHIBIT "A"** and incorporated herein ("Property");

WHEREAS, on or about December 5, 2005, the City rezoned a portion of the Property to Planned Unit Development and adopted the Oare Project, Planned Unit Development

Agreement (“2005 PUD”) Agreement by Ordinance No.2005-45, recorded in the Official Records Book 1365, Page 23, et seq., Public Records of Flagler County, Florida;

WHEREAS, on or about July 7, 2009, the City adopted the Oare Project, Amended Planned Unit Development Agreement Application No. 1661, Request for Time Extension – Preliminary Plat (“2009 PUD Modification”) by Ordinance 2009-16, recorded in Official Records Book 1732, Page 256, et seq., Public Records of Flagler County, Florida;

WHEREAS, on or about September 2, 2014, the City adopted the Oare Master Planned Development Second Amended and Restated Development Agreement (“2014 MPD”) by Ordinance 2014-18, recorded in Official Records Book 2061, Page 501, et. seq., Public Records of Flagler County, Florida;

WHEREAS, on or about November 19, 2019, the City adopted the Oare Master Planned Development Third Amended and Restated Development Agreement (“2019 MPD”) by Ordinance 2019-24, recorded in Official Records Book 2402, Page 267, et. seq., Public Records of Flagler County, Florida;

WHEREAS, the 2005 PUD, 2009 PUD Modification, 2014 MPD and 2019 MPD are referred to herein as the “Previous MPD”;

WHEREAS, on December 16, 2024 the City approved an extension of the Previous MPD to November 25, 2028 pursuant to Section 252.363, Florida Statutes, by letter extension as recorded in Official Records Book 2940, Page 419, Public Records of Flagler County, Florida;

WHEREAS, the Previous MPD permitted a total density of 754 residential units, consisting of a mix of assisted living, extended care, active adult lots, single family estate lots, and 2.2 acres reserved for neighborhood commercial uses on a gross acreage of 1,013.36 acres, more or less (“Previous MPD Property”);

WHEREAS, an assisted living facility consisting of 60 assisted living bed units and 20 independent living residences ("Assisted Living Facility") was completed in 2008 a portion of Tract 1 as defined and identified in the Previous MPD;

WHEREAS, the site plan for the Assisted Living Facility was approved by the City of Palm Coast pursuant to City of Palm Coast Development Order No. SP-MOD-06-01, approved on May 30, 2006 and recorded June 20, 2006 in Official Records Book 1449, Page 362, of the Public Records of Flagler County, Florida (the "ALF Development Order");

WHEREAS, the Assisted Living Facility was conveyed by Owner to Palm Coast SLP, LLC, a Georgia limited liability company, by virtue of that certain Special Warranty Deed dated July 13, 2006 and recorded July 28, 2006 in Official Records Book 1464, Page 1991 of the Public Records of Flagler County, Florida;

WHEREAS, on July 26, 2006, Oare Associates, LLC recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Magnolia Trace at Official Records Book 1463, Page 1424, of the Public Records of Flagler County, Florida (as amended and supplemented from time to time, the "Master Declaration"), pursuant to which the Magnolia Trace Master Association, Inc., a Florida not-for-profit corporation (the "Master Association"), was formed to operate, maintain, and enforce the covenants relating to the common roadways, stormwater facilities, common landscape areas, and other common elements serving the properties within Magnolia Trace, including the Assisted Living Facility;

WHEREAS, the Assisted Living Facility is fully vested under the Previous MPD and not subject to or affected by this Development Agreement;

WHEREAS, the Property includes real property owned by the Owner that was excluded from the Previous MPD Property as more particularly described in the attached **EXHIBIT "B"** (the "Additional Property");

WHEREAS, the Property contains the former site of the Gore Lake Mound, a prehistoric sand burial mound recorded in the Florida Master Site File as Site No. 8FL00029 (the "Gore Lake Mound"). The mound was substantially leveled by land-clearing activities decades ago. It has since been surveyed and excavated by Heritage Cultural Services, LLC, which found no human remains or significant cultural deposits. Based on those investigations, the Florida Division of Historical Resources, as the State Historic Preservation Officer, has concurred that the Gore Lake Mound is ineligible for listing in the National Register of Historic Places and that development of the Property will have no adverse effect on historic properties;

WHEREAS, although the Gore Lake Mound is not required to be preserved, the Owner has voluntarily agreed to install a historical marker recognizing the Gore Lake Mound, as provided in Section 10.21;

WHEREAS, the Owner desires to amend and restate the Previous MPD, to the extent it affects the Property, including the Additional Property, and voluntarily agrees with the conditions, terms, and restrictions hereinafter recited, and has agreed voluntarily to their imposition as an incident to development of the Property.

WHEREAS the City of Palm Coast City Council ("City Council") finds that this Development Agreement is consistent with the City's Comprehensive Plan (2050) (the "Comprehensive Plan") and Unified Land Development Code ("LDC") and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City;

WHEREAS, the City Council further finds that this Development Agreement is consistent with and an exercise of the City's powers under the Municipal Home Rule Powers Act; Article VIII, Section 2(b) of the Constitution of the State of Florida; Chapter 166, Florida

Statutes; the City of Palm Coast City Charter; other controlling law; and the City's police powers; and

WHEREAS, this is a non-statutory Development Agreement which is not subject to nor enacted pursuant to the provisions of Sections 163.3220 -163.3243, Florida Statutes.

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

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF OWNER.

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

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

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

SECTION 3. PROJECT DESCRIPTION.

The Owner may develop the Project as a mixed-use residential community consistent with the conditions set forth herein, consisting of a maximum of 544 residential units and a maximum of 35,000 square feet of neighborhood commercial uses consistent with the City's COM-1 zoning district, except as provided for in this Agreement. The Parties acknowledge the conceptual master plan attached hereto as **EXHIBIT "C"** ("Conceptual Master Plan") is provided solely as an illustrative and non-binding Conceptual Master Plan to demonstrate the layout of the permitted development. The Project shall follow the general conceptual layout of the Conceptual Master Plan, subject only to such modifications as authorized by Section 6 hereof. The final location, orientation, and configuration of buildings, infrastructure, and open space may vary, therefore the final design and layout of the Project shall be determined at the time the Owner submits an application or applications for site plan or subdivision plat approval. The Owner shall be permitted to develop up to the maximum of five hundred forty-four (544) residential units permitted by this Development Agreement regardless of the number or mix of units depicted on the illustrative and non-binding Conceptual Master Plan. ~~The permitted~~

~~residential unit types are described in Section 7.1 below and may be converted in accordance with Section 7.2.~~ The Owner, at its discretion may create a Community Development District (the "CDD"), pursuant to Section 190, Florida Statutes or property owners' association. The Owner may assign the obligation for the design, permitting, development and maintenance of improvements provided for in this Agreement, in whole or in part, to the CDD or an owners association or associations created for those purposes.

SECTION 4. FUTURE LAND USE.

This Development Agreement is consistent with the City's Comprehensive Plan (2050). The Property is designated Greenbelt, Conservation and Residential on the City's Future Land Use Map ("FLUM"). The overall density of the Project and the Assisted Living Facility is calculated based on the gross acreage of the Previous MPD Property (1,013.36 acres, more or less) and the Additional Property (4.41 acres, more or less) for a total acreage of 1,017.77 acres, more or less. As provided in the Previous MPD, residential development credits were established for both upland areas (approximately 388 acres at 1.0 credit/acre) and wetland/conservation areas (approximately 625 acres at 1 credit/4 acres), resulting in approximately 544 development credits, excluding the Assisted Living Facility and Nursing Home Facilities, as defined in the Previous MPD. Pursuant to Policy 1.1.2.~~4~~3 of the City of Palm Coast Comprehensive Plan (2050), the Greenbelt land use designation may include MPDs having lot sizes of less than one (1) acre with common open spaces, provided that the development's overall density does not exceed one (1) dwelling unit per acre. Consistent with that Policy, contingent density bonuses were granted in the Previous MPD for a total density of seven hundred and fifty-four (754) units, consisting of five hundred forty-four (544) dwelling units, a maximum of sixty (60) bed units and one hundred twenty (120) units on a gross acreage of 1,013.36 acres. The density and intensity permitted by this Development

Agreement consisting of a maximum of five hundred forty-four (544) residential dwelling units and a maximum of 35,000 square feet of neighborhood commercial uses is less than the one (1) unit per gross acre.

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

(a) The City Council, at its regular meeting on _____, 2026, adopted Ordinance 2026-_____for a Master Planned Development affecting the Owner's Property to the terms and conditions of this Development Agreement.

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

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

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

(e) The Conceptual Master Plan establishes the general framework for the Project. A Subdivision Master Plan shall be required prior to Preliminary Plat approval for each phase of the Project. The recreational facilities required pursuant to Section 9(f) of this Development Agreement are not depicted on the Conceptual Master Plan and shall have their specific location and design identified at the time of the Owner's first Preliminary Plat or Technical Site Plan submittal.

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

The exact location of lots, roadways, primary sidewalk/pathway system, and other improvements shall be determined by the Owner and approved by the Land Use Administrator during review of construction documents, site plans, or subdivision plat applications for the Project, or portions thereof, as allowed by the LDC, provided that: (1) the maximum building height and number of residential lots described herein are not exceeded; (2) the Property setbacks from adjacent properties are not modified; and (3) the approved plans maintain the general development standards in this Development Agreement.

SECTION 7. PERMITTED USES.

7.1 DEVELOPMENT PROGRAM. The following uses, densities and intensities shall be permitted in the Project: (a) a maximum of 544 total residential units for the overall Project, which may consist of any combination of single-family detached housing units, multifamily housing units or townhomes and/or active adult housing, provided that the multifamily housing units or townhomes shall not exceed 150 units in aggregate; (b) a maximum of 35,000 square feet of retail space~~, subject to the conversion rights provided for in Section 7.2~~; (c) an amenity center or centers; and (d) a borrow pit. The Project may consist of one (1) amenity center to serve all of the residential uses or separate amenity centers may be constructed to serve residential uses on one or more tracts, at the Owners discretion. The foregoing uses shall only be permitted on the tracts as described in the Tract Map attached hereto as **EXHIBIT "D"**, as follows:

- Tract 1 – Neighborhood Commercial/Multifamily.
- Tract 2 – Single Family Detached/Townhomes/Active Adult Housing/Amenities.
- Tract 3 – Conservation/Open Space.

- Tract 4 – Conservation/Open Space/Borrow Pit.

The design standards for the permitted uses shall be governed by the Lot and Building Standards provided in Section 12 and Table 12.1 Site Development Requirements below, which shall control over any inconsistent provision of the LDC.

Tracts 3 and 4 (generally described as Tracts 6A and 6B in the Previous MPD) are comprised of wetlands and associated uplands. Notwithstanding the existence of any conservation easement dedicated to the City, both Tracts 3 and 4 shall be available for mitigation credits to the Owner or its assignees if permitted by the controlling provisions of State Law and the appropriate permitting agency or agencies of government. Due to on-site wetlands associated with the Conservation designation on the City's FLUM, wetlands shall be fully delineated during the platting process. All jurisdictional wetland boundaries, including the upland buffer, shall be depicted on all plats prior to submittal. The Owner may apply for approval of an authorized Mitigation Bank for Tract 3 and/or Tract 4 with the St. Johns River Water Management District ("SJRWMD"). The only non-wetland mitigation development that can occur within Tract 4 is the borrow pit permitted by the Previous MPD, with associated and temporary ingress and egress to service the borrow pit operation. At such time as the borrow pit operation has been completed, the temporary ingress and egress will be removed and all areas will be restored to their natural state.

7.1.1 ACTIVE ADULT HOUSING. For purposes of this Development Agreement, "Active Adult Housing" means age-restricted housing operated in compliance with the "housing for older persons" exemption under the Fair Housing Amendments Act, 42 U.S.C. § 3607(b)(2)(C), and the rules promulgated thereunder at 24 C.F.R. Part 100, Subpart E, including the requirements that (i) at least eighty percent (80%) of the occupied units be occupied by at least one person fifty-five (55) years of age or older; (ii) the Owner publish and

adhere to policies and procedures demonstrating the intent to provide housing for persons fifty-five (55) years of age or older; and (iii) the Owner comply with the rules issued by the Secretary of the U.S. Department of Housing and Urban Development for verification of occupancy. The Active Adult Housing Units shall be subject to, and developed in accordance with, the foregoing federal age-restriction requirements as memorialized in recorded covenants, conditions and restrictions.

~~7.2 CONVERSION OF USES. The Owner may convert among the residential unit types permitted within the Project (Single-Family, Multifamily/Townhome, and Active Adult) and the neighborhood commercial uses permitted on Tract 1, so long as the conversion results in no net increase in the PM peak hour trip rate for the Project. Conversions shall be calculated using the Land Use Conversion Table, derived from the Project's Traffic Impact Analysis, attached hereto as **EXHIBIT "E"**. At the Owner's election, or for a use not listed in **EXHIBIT "E"**, conversions may instead be calculated using a trip generation analysis acceptable to the Land Use Administrator. For purposes of **EXHIBIT "E"**, multifamily and townhome units shall be treated as Multifamily Housing (Low Rise), Active Adult Housing as Senior Adult Housing Single-Family, and neighborhood commercial uses as Strip Retail Plaza. No conversion shall permit more than five hundred forty-four (544) residential units, more than one hundred fifty (150) multifamily and townhome units in aggregate, or more than 35,000 square feet of neighborhood commercial uses. The Owner shall provide a cumulative summary of conversions with each Subdivision Master Plan, Preliminary Plat, or Technical Site Plan application. This Section 7.2 limits only conversions between uses and shall not be construed to limit the development of the residential units and neighborhood commercial uses permitted by Section 7.1. To the extent the development of such uses, without conversion, generates PM peak hour trips in excess of those identified in the Traffic Impact Analysis, the Owner may~~

~~satisfy transportation concurrency by constructing or paying for off-site improvements, or by entering into a proportionate fair-share agreement, in accordance with Section 163.3180, Florida Statutes, and the LDC.~~

7.2 *INTENTIONALLY DELETED.*

7.3 NEIGHBORHOOD COMMERCIAL. A maximum of 35,000 square feet of neighborhood commercial space consistent with the City's COM-1 zoning district, except as otherwise provided herein, may be developed on Tract 1.

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

(a) The Project shall be designed to integrate pedestrian, bicycle, and vehicular traffic circulation systems within the Property and with adjacent rights-of-way, to promote connectivity between all uses within the Property. The Project shall integrate an internal system of pedestrian connections (the "Pedestrian Connectivity System") intended to provide safe, convenient, and continuous access to all uses within the Project. All uses within the Project shall be accessible by a dedicated road. The Parties acknowledge that the Conceptual Master Plan is illustrative and conceptual in nature and the specific location of bicycle and pedestrian facilities, access points, internal roadways, and dedicated road connections serving individual tracts and lots will be determined by phase through the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan review process. The City shall be granted access at all times to all roadways to ensure that public safety is maintained.

(b) Parking spaces and garages for residential units within the Project shall be provided as follows: (1) single-family detached, townhouse, and active adult dwelling units with one thousand six hundred (1,600) square feet or less of minimum living area shall provide a minimum one-car attached or detached garage and a permanent-surface area sufficient to

accommodate two (2) additional exterior parking spaces; (2) single-family detached, townhouse, and active adult dwelling units with greater than one thousand six hundred (1,600) square feet of minimum living area shall provide a minimum two-car attached garage; (3) townhouse units with garages shall provide a driveway with a minimum depth of twenty (20) feet measured from the face of the garage door, and such driveway area may be counted toward the required parking spaces; (4) off-street parking shall not be permitted adjacent to either side of any dwelling, except where such parking provides access to a garage; and (5) for multifamily projects, optional detached garage units may be provided, and if provided, shall be provided for a minimum of one-third (1/3) of the proposed multifamily units. Garages shall count toward the minimum parking requirements for residential units within the Project.

(c) As determined by the Traffic Impact Analysis submitted with the Owner's application to amend the Previous MPD, the Project does not have an adverse impact on the City's adopted Level of Service (LOS) on the adjacent roadway system. However, prior to approval of the site plan or preliminary plat for each phase of the Project, the Owner shall evaluate all turn lane movements to determine if any improvements (turn lanes, decel lanes, etc.) are required.

SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

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

SECTION 9. FACILITY COMMITMENTS.

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

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

i. The parking areas; utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.

ii. The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary by the City to serve the public utilities.

iii. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.

iv. Nothing herein shall be deemed a prohibited exaction under Fla. Stat. 70.45, and Owner agrees it has not suffered any damages under that statute.

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Pedestrian Connectivity System established in Section 7.4(a) shall be implemented through an internal integrated

system of sidewalks and pedestrian paths designed to ensure that pedestrians are provided safe and convenient access to all uses within the Project. The Pedestrian Connectivity System shall include sidewalks with a minimum width of five (5) feet, constructed on at least one side of the internal roadway system. The specific location and design of such pedestrian facilities shall be provided for each phase of the Project at the time of the Preliminary Plat or Technical Site Plan submittal for that phase.

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

(e) OWNER STORMWATER SYSTEM: The Owner, or its assigns, shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff from the Project including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey the stormwater runoff to the ~~Stormwater Facility~~master stormwater system (the "Owner Stormwater System").

(f) PARK AND RECREATION: The Owner shall provide active and passive parks and recreation facilities for the benefit of the Project in accordance with the City's required level of service for recreation as set forth in the LDC and the Comprehensive Plan. The specific location, configuration and design of parks and recreation facilities shall be provided at the time of the Owner's first Preliminary Plat or Technical Site Plan submittal.

(g) BORROW PIT: The Owner shall be permitted to develop and operate the permitted borrow pit on the Property for the term of this Development Agreement and any extensions thereto as permitted herein.

SECTION 10. DEVELOPMENT STANDARDS.

10.1 PARKING: Parking and garage requirements for residential uses shall comply with Section 7.4(b) of this Development Agreement. Residential garages and driveways shall count toward minimum parking requirements for permitted residential uses. Parking for all amenities shall be a minimum of one (1) space per two hundred and fifty (250) square feet. Parking for all other permitted uses for which parking standards are not expressly provided in this Development Agreement shall be consistent with the LDC.

10.2 OPEN SPACE: Minimum open space shall be Thirty percent (30%) of the Project's gross area (Tracts 1, 2, 3 and 4, combined). Open space is defined in the LDC and includes on-site stormwater ponds and all open space within the Property. Flexibility to the minimum open space requirements shall be as provided by the LDC, which may include, but not be limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space, if approved by the Land Use Administrator. Open space shall be maintained by either the actual owner of the property, a CDD, a property owners' association, or other method satisfactory to the Owner and the City.

10.3 WATER/WASTEWATER: The Project is located wholly within the City limits and is therefore within the City's water and wastewater service areas. All permanent uses within the Project will be served by central water and sewer services. The City shall be the potable water and wastewater service provider for the Project upon payment of applicable fees.

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

10.5 DRAINAGE:

(a) The Owner shall construct and maintain a stormwater management system that provides treatment and attenuation as required by SJRWMD and the City's LDC. Best Management Practices (BMPs) shall be used during and after construction to minimize erosion

and sedimentation and to properly manage runoff for both stormwater quantity and quality. BMPs shall be in accordance with the Florida Department of Environmental Protection (FDEP) and Florida Department of Transportation (FDOT) design standards and details. The LDC shall apply to the design criteria for the Project's stormwater management system.

(b) Stormwater piping and the stormwater collection and conveyance system shall, at a minimum, be designed to convey the runoff resulting from the five (5)-year, twenty-four (24)-hour storm event. Collector roadway cross drains and collector roadway swales and ditches shall be designed to convey the ten (10)-year, twenty-four (24)-hour storm event. Outfall ditches and canals shall be designed to convey the twenty-five (25)-year, twenty-four (24)-hour storm event. Temporary roadway flooding shall not exceed an elevation that would permit flood water encroachment of more than one-half of a travel lane at the lowest elevation on the centerline profile of a roadway for the twenty-five (25)-year, twenty-four (24)-hour storm event, with full recovery and use of the roadway available at the end of the design storm event. All of the foregoing is consistent with, and shall not be construed as more stringent than, the standards set forth in the LDC. Stormwater detention facilities shall be designed to meet the water quality and attenuation requirements of SJRWMD and the City's LDC.

(c) The City shall permit the redesign, impact and redevelopment of its existing stormwater drainage canals located on the Property, including the rerouting of such canals, so long as such does not adversely affect the City's uses of said canals and does not cause any adverse impact upstream or downstream of the development. The Owner shall demonstrate compliance with the foregoing through the Project's stormwater report or analysis, which shall be reviewed and approved by the City during the Technical Site Plan review process. The Owner's redesign, impacts and redevelopment may include but are not limited to (i) relocation, (ii) rerouting, (iii) installation of culverts, or (iv) bridges.

10.6 LANDSCAPING: The Owner shall install reclaimed water distribution lines at the time of subdivision improvements so that the Project may be served for irrigation once reclaimed water becomes available to the site. Until reclaimed water is available to the site, the Owner may use potable water for irrigation. The Owner may also use stormwater ponds or irrigation wells as an alternative or supplemental source of irrigation water, subject to the issuance of any required Consumptive Use Permit and any other applicable approvals of the St. Johns River Water Management District ("SJRWMD"); provided, however, the Owner makes no representation that these alternative sources will be available or feasible given site conditions. Once reclaimed water becomes available to the site, no potable water shall be used for irrigation, except as otherwise permitted by the LDC. All landscaping and irrigation shall comply with the LDC except for perimeter buffers, which shall be governed by Section 10.20 below.

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

10.8 FIRE PROTECTION: Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Property by the Owner in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, technical site plans, or preliminary plats. The water requirements for the fire system will be served by the City's Utility Department. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

10.9 UTILITIES: The Owner shall be responsible for any and all costs associated with (i) the expansion of capacity to serve the Property or (ii) the extension of existing City

utilities to the Property that may be required to serve this Project ~~and, if so, the parties shall enter into a proportionate fair share agreement providing for impact or connection fee credits~~. All internal utility lines for the Project shall be placed underground.

10.10 INTERCONNECTIVITY AND ACCESS: Ingress and egress to the Project shall be provided, constructed, and maintained in accordance with this Development Agreement. The Project shall be served by two (2) primary full-access collector roadways from Belle Terre Boulevard as depicted on the Conceptual Master Plan. In addition to the primary access points, the Project shall be served by at least two (2) stabilized emergency access points: (a) a stabilized emergency access from Zonal Geranium Trail on the east side of the Project, and (b) a stabilized emergency access to north of Zonal Geranium Trail to ensure consistency with the City's Comprehensive Plan (2050). The specific location, alignment, and design of the full-access collector roadways and the stabilized emergency access points shall be determined at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal for each phase. If a traffic signal or other traffic control improvement is warranted at any Project access point based on (i) a phase-specific traffic impact analysis submitted with the Preliminary Plat or Technical Site Plan for any phase of the Project or (ii) applicable warrant analyses under the Manual on Uniform Traffic Control Devices (MUTCD) or FDOT standards, the Owner shall design, construct, and bond the signal or alternative traffic control improvement as a condition to the issuance of development orders for the phase triggering the warrant, at the Owner's sole expense and subject to any proportionate-share arrangements with other benefiting parties.

10.11 NATURAL RESOURCE PROTECTION:

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

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

(c) Any wells discovered or encountered during construction of the Project shall be properly abandoned in accordance with all applicable state and federal regulations.

10.12 WETLANDS: The Project shall be subject to all Federal and State environmental and wetland regulations. Minor incidental wetland impacts may occur as permitted by the SJRWMD and the U.S. Army Corps of Engineers ("ACOE"), and/or such additional wetland impacts as may be authorized under the governing regulatory permits and the Subdivision Master Plan, Preliminary Plat, or Technical Site Plan approval process. Non-impacted wetlands shall be buffered consistent with SJRWMD and City regulations. Wetland upland buffers shall comply with the requirements of Section 10.01.08 of the LDC, which requires a natural upland buffer with an average width of fifty (50) feet, and no less than twenty-five (25) feet, adjacent to and surrounding optimal wetlands, and a natural upland buffer with an average width of twenty-five (25) feet, and no less than fifteen (15) feet, adjacent to moderate and minimal wetlands. Where development occurs adjacent to a conservation easement or an optimal (high quality) wetland, the Owner shall install, during construction activities, a double row of silt fence spaced three (3) feet apart to prevent erosion and sedimentation.

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

(a) Water Conservation:

i. Native, drought tolerant plant materials;

ii. Separate irrigation zones shall be required for turf, non-turf areas; and

iii. Landscape areas shall not be irrigated using high-volume irrigation systems unless high pressure compensating spray heads are utilized.

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

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

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

10.16 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Property, the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation Commission and other applicable agencies. Activities associated with listed flora and fauna shall comply with the LDC. If applicable, Bear Smart Community principles shall be integrated into design and operations. The intent is to minimize human-animal conflicts from black bear and other species that may be drawn to area attractants. The Owner and City shall cooperate on grant opportunities to supplement cost(s) that the Owner may incur to implement these principles. The Owner shall consider the use of wildlife crossings in areas where the Project's roadway network crosses optimal wetlands or greenway corridors, as appropriate.

The specific location, design, and scope of any such wildlife crossings shall be determined at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal.

10.17 SIGNAGE: The development may be identified by up to two double-faced or two single-faced monument entrance signs to be located at the two (2) primary Project entrances and may be identified with either one double-faced or two single-faced monument entrance signs. Such monument signs may be lighted (with lighting directed away from traffic as required by the LDC), and shall be a maximum of twelve feet (12') tall, with a sign area no greater than forty-eight (48) square feet in size. Directional, and ingress and egress signs for the individual residential and commercial projects within the Project, and for recreational and other amenities, will be provided throughout the Project, provided that none of these signs exceed six (6) square feet in size and four (4) feet in height, including for sale or for lease signs. Neighborhood, amenity and commercial project directory signs may be located along the internal road circulation system and shall be no taller than six feet (6') in height, with no more than thirty-two (32) square feet of sign area. All signage will be generally consistent and uniform in design and a master sign plan shall be approved at the time of the Project's first preliminary plat or site plan approval

10.18 MODEL HOMES: For each phase, up to five (5) model homes can be constructed, occupied, and operated under Section 4.19.02 of the LDC. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and state rules, regulations and codes.

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

10.20 PROJECT BUFFERS: At a minimum, the Owner shall provide and maintain (i) a fifteen-foot (15') wide landscape buffer with Type "G" plantings along Belle Terre Parkway and (ii) a twenty-foot (20') wide perimeter buffer with Type "E" plantings along the remainder of the Project boundary. The foregoing buffers shall not be required at the Project entrances. Except as otherwise provided in this Agreement, Project signage, irrigation, drainage, utilities, and related improvements shall be permitted within the Belle Terre Parkway landscape buffer, as outlined in Section 11.03.05.C.6 of the LDC. Notwithstanding the foregoing, the Owner may elect to leave any portion of the Belle Terre Parkway landscape buffer ~~or the perimeter buffer~~ in its existing natural state in lieu of installing the Type "G" ~~or Type "E"~~ plantings otherwise required by this Section 10.20, provided that (i) the minimum buffer width otherwise required by this Section 10.20 is maintained, and (ii) the existing natural conditions (including, without limitation, wetlands and native vegetation) provide screening equal to or better than the screening that would be provided by the applicable buffer plantings. The Owner shall also make reasonable efforts to retain the perimeter buffer in its existing natural state in lieu of installing the Type "E" plantings, provided that (i) the minimum buffer width required by this Section 10.20 is maintained, and (ii) the existing natural conditions (including, without limitation, wetlands and native vegetation) provide screening equal to or better than the screening that would be provided by Type "E" plantings. Where a retained portion of the perimeter buffer does not provide such screening, the Owner shall install supplemental plantings to the extent necessary to achieve such screening. Removal of invasive or nuisance exotic species, dead, diseased, or hazardous trees, and understory, together with the installation of supplemental plantings, shall not be deemed a failure to retain the perimeter buffer in its natural state. The Owner shall not be required to retain any portion of the perimeter buffer in its natural state where doing so would (1) impair the ability of the Project's stormwater

management system to collect, convey, treat, or attenuate stormwater as required by Section 10.5, the LDC, or applicable SJRWMD permits; (2) prevent or hinder adherence to stormwater BMPs, including the erosion and sediment control measures required by Sections 10.5 and 10.15; (3) cause or contribute to flooding or other adverse drainage impacts on the Project or adjacent properties; or (4) prevent or materially interfere with development of the Project as generally depicted on the Conceptual Master Plan, including the location of lots, roadways, emergency access, utilities, stormwater facilities, and the site grading needed to achieve required finished elevations; or where the Land Use Administrator determines that such portion should not be retained in its natural state.

10.21 GORE LAKE MOUND HISTORICAL MARKER: The Owner shall include information and an interpretive display about the Gore Lake Mound in an amenity center developed within the Project.

10.22 PROHIBITION ON OPEN BURNING: Open burning of trees, stumps, brush, vegetation, or other land clearing debris resulting from the clearing, grubbing, or grading of any portion of the Property for development is prohibited. Land clearing debris shall be (i) removed from the Property and disposed of at a facility permitted to accept such debris, and/or (ii) chipped, ground, or mulched on site, and the resulting material may be reused on the Property for landscaping, erosion control, or other lawful purposes. The foregoing shall not prohibit prescribed burning as permitted by law for fire and forestry management and the management of wetlands, conservation areas, or mitigation areas, where required or authorized by SJRWMD, ACOE, or any applicable conservation easement or mitigation permit.

SECTION 11. PHASING OF DEVELOPMENT.

(a) The Property may be developed in multiple phases. The Project shall be developed in phases as depicted on the Phasing Plan attached hereto as **EXHIBIT "~~F~~E"** (the

"Phasing Plan"). The Phasing Plan is conceptual in nature and the specific boundaries, sequencing, and timing of each phase may be modified by the Owner at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal for each phase. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Property), the Owner shall submit a Subdivision Master Plan for the relevant phase for City approval pursuant to the LDC, and thereafter shall submit a Preliminary Plat for the relevant phase. Each phase of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times.

(b) Roadways shall be constructed concurrently with development of adjacent lots to insure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase. To avoid unnecessary construction and repair costs, internal sidewalks shall be constructed adjacent to each lot at the time the home is constructed and prior to the Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement. Neighborhood streets shall have a fifty (50) foot right of way, with a minimum twenty-two (22) feet of travel lanes with two (2) feet of drivable curb, and cul-de-sacs shall have a 124' right-of-way diameter and a 104' pavement diameter. Islands may be constructed in the cul-de-sacs so long as a minimum asphalt roadway width of twenty-two (22) feet with two (2) feet of drivable curb is maintained and does not impede fire truck movement.

SECTION 12. LOT AND BUILDING STANDARDS.

12.1 LOT DIMENSIONAL STANDARDS: Dimensional standards for each permissible use shall comply with the LDC except as follows:

Table 12.1 - Site Development Requirements

Regulations	**Tract 1** Neigh. Comm.	**Tract 1** MFR (8 units per acre) ****	**Tract 2** SFR Detached/ Amenities	**Tract 2** Active Adult/ Amenities	**Tract 2** Townhome **** (Up to 8 DUs per Bldg.)	**Tract 3 & 4** Conservation / Open Space/ Borrow Pit
Min. Lot Area	10,000 SF	10,000 SF	4,000 SF	4,000 SF	1,600 SF	N/A
Min. Lot Width	100 ft.	100 ft.	40 ft.	40 ft.	20 ft.	N/A
Min. Lot Depth	100 ft.	N/A	100 ft.	100 ft.	N/A	N/A
Min. Front Setback	30 ft.	20 ft.	20 ft.	20 ft.	20 ft.	N/A
Min. Side Corner Setback	25 ft.	15 ft.	15 ft. ***	15 ft. ***	15 ft.***	N/A
Min. Interior Side Yard Setback	10 ft.**	8 ft.**	5 ft.	5 ft.	15 ft.**	N/A
Min. Rear Yard Setback	25 ft.*	20 ft.****	10 ft.	10 ft.	20 ft.	N/A
Max. Bldg. Height	25 ft.	50 ft.	36 ft.	36 ft.	36 ft.	N/A
Min. Unit Size	N/A	650 SF	1,200 SF	1,200 SF	1,200 SF	N/A
Unit Mix	N/A	N/A	N/A	N/A	N/A	N/A

Comments:
*Abutting residential required 35-foot landscape setback for Tract 1.
** If buildings exceed 2 stories in height, setbacks shall increase at 10 ft. for every floor over two.
*** No driveways shall be permitted within the side yard setback.
**** All distance dimensions must conform to the *Florida Building Code Regulations.*
The five (5)-foot side setback shall apply to the exterior of units. No development standards applicable to Tracts 3 and 4 due to Conservation and Open Space use. Townhome lots on Tract 1 shall comply with the Tract 2 Townhome dimensional standards in Table 12.1.

12.2 MIXED-USE TRACTS DIMENSIONAL STANDARDS: Non-residential (commercial) uses within the Project shall be permitted only on Tract 1 and shall not be permitted on any other Tract.

Tract 1 consists of two (2) upland development areas separated by wetlands and the existing access road serving the ALF Parcel. Each such upland development area may be developed under any of the following scenarios independently of the other, provided that any such development is consistent with the terms of this Development Agreement:

(i) *Stand-alone Commercial.* Uses consistent with the City LDC requirements for the Neighborhood Commercial (COM-1) zoning district.

(ii) *Stand-alone Residential.* Multifamily uses consistent with the City LDC requirements for the MFR-1 zoning district.

(iii) *Mixed Use.* A combination of Multifamily and Neighborhood Commercial uses consistent with the requirements of the zoning districts referenced in (i) and (ii) above, which may consist of (A) one or more single-use buildings dedicated to either Multifamily or Neighborhood Commercial uses, (B) one or more mixed-use multistory buildings consistent with Section 4.08.05 of the LDC (Multiuse buildings), with non-residential (commercial) uses consistent with the COM-1 zoning district on the ground floor and/or other lower floor(s) of the building and multifamily residential uses on the upper floor(s) of the building, or (C) any combination of the foregoing.

Multifamily units developed on Tract 1, whether stand-alone or as part of mixed-use buildings, shall count toward the 150-unit aggregate cap on multifamily housing units and townhomes set forth in Section 7.1.

12.3 AMENITIES. The Project's amenities may include, without limitation, a clubhouse or clubhouses with fitness facilities, community pool(s), playground(s), sports courts, common area open space, and similar facilities. Amenities may also include other passive and active recreational areas or facilities such as dog parks, pocket parks, and a trail system. The Project's trail system may form a part of the Project's Pedestrian Connectivity System established pursuant to Section 7.4(a). The Project's amenities shall be provided to maintain the City's required level of service for recreation as set forth in the LDC and the Comprehensive Plan. The specific location, configuration, and design of the Project's amenities shall be provided at the time of the Owner's first Preliminary Plat or Technical Site

Plan submittal, consistent with Sections 5(e) and 9(f) of this Development Agreement.

12.4 ARCHITECTURE: Prior to issuance of the Preliminary Plat Development order, the Owner may submit to the LUA an architectural program for the Project. Such program shall include signage and lighting for the Project.

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

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

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

SECTION 14. COMMON AREAS AND MAINTENANCE.

(a) For all common areas within the Project, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the Owner shall cause such common areas to be owned, operated, and maintained by (i) the existing Magnolia Trace Master Association, Inc. pursuant to the Master Declaration, as may be amended from time to time; (ii) one or more sub-associations created to govern one or more phases of the Project; (iii) a community development district (a "CDD") created pursuant to Chapter 190, Florida Statutes; (iv) a new or successor property owners association established in accordance with Florida law; or (v) any combination of the foregoing (collectively, any such entity, the "Association"), each comprised of the owners of lots or

parcels within the Project. The Owner reserves the right, at its discretion and in accordance with Florida law, to (A) amend the governing documents of the Master Association or the Master Declaration, (B) create one or more sub-associations to govern one or more phases of the Project, and (C) replace the Master Association and its functions, in whole or in part, with a new or successor property owners association or a CDD. The Association's governing documentation shall be subject to the prior reasonable review of the City to ensure adequate provisions for the ongoing care and maintenance of the common areas. The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the Association or CDD, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the Association, and restrictions on the ability to amend these requirements without the City's approval. The City shall not be required to accept ownership or maintenance of any of the Project's common elements including but not limited to roads, landscaping, stormwater, and buffers.

(b) Existing Assisted Living Facility and Independent Living Units. The Assisted Living Facility, consisting of the sixty (60) assisted living bed units and twenty (20) independent living residences located on that portion of the Previous MPD Property owned by Palm Coast SLP, LLC (the "ALF Parcel"), shall not be subject to the obligations imposed by this Development Agreement. The ALF Parcel shall continue to be governed exclusively by the Previous MPD, the ALF Development Order, and the Master Declaration, which instruments shall remain in full force and effect as to the ALF Parcel notwithstanding anything to the contrary contained herein. Under those instruments: (i) the owner of the ALF Parcel shall remain responsible for the operation, maintenance, and repair of the stormwater management system located on the ALF Parcel; (ii) the owner of the ALF Parcel shall remain

a member of the Master Association and subject to assessment thereby for the maintenance of the common roadways, common landscape areas, common lighting, and other common elements serving the ALF Parcel; and (iii) the Master Association shall continue to be responsible for the operation and maintenance of the common roadways, common landscape, common lighting, and common irrigation serving the ALF Parcel, in accordance with and to the extent provided in the Previous MPD and the Master Declaration. Nothing in this Development Agreement shall diminish, alter, terminate, or otherwise impair the rights and obligations of the owner of the ALF Parcel or of the Master Association under the Previous MPD or the Master Declaration, each of which shall continue in full force and effect as to the ALF Parcel.

SECTION 15. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

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

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

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

SECTION 16. NOTICES.

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

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

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

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

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

As to the Owner: Oare Associates, LLC
Attn: John P. Junod, Esq.
Shuffield Lowman
1000 Legion Place, Suite 1700
Orlando, Florida 32801

With copies to: Jay W. Livingston, Esq
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

SECTION 17. SEVERABILITY.

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

SECTION 18. SUCCESSORS AND ASSIGNS.

(a) This Development Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and Owner and their respective successors-

in-interest. The terms and conditions of this Development Agreement similarly shall be binding upon the Property and shall run with the land and the title to the same.

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

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

SECTION 19. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

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

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

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

(d) This Development Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development generally applicable to the entire area of the City, such as requiring compliance with the City capital facilities plan; parks master plan, including parks and trail dedications; utility construction and connections; mandating utility capacities; requiring street development or other such similar land development regulations and requirements.

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

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

SECTION 20. TERM / EFFECTIVE DATE.

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

(b) This Development Agreement provides an initial timeframe of ten (10) years to commence development from the Effective Date. This Development Agreement will expire thirty (30) years from the Effective Date.

(c) Should development not commence within the initial established timeframe, the term of this Development Agreement may be modified by action of the City Council, at Council's discretion. Failure to obtain an extension shall cause the zoning of all lands encumbered to revert to the previous equivalent zoning designation.

SECTION 21. RECORDATION.

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

SECTION 22. THIRD PARTY RIGHTS.

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

SECTION 23. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

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

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

SECTION 24. ATTORNEYS' FEES.

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

SECTION 25. FORCE MAJEURE.

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

SECTION 26. INDEMNIFICATION.

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

SECTION 27. ENFORCEMENT; CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

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

(b) The failure by the Owner to perform each and every one of its obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Owner written notice of said default. Upon receipt of said notice, the Owner shall be provided a thirty (30) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If thirty (30) days is not considered by the parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period

exceed ninety (90) days from initial notification of default. Upon termination of the Development Agreement, the Owner shall immediately be divested of all rights and privileges granted hereunder.

SECTION 28. CAPTIONS.

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

SECTION 29. EXHIBITS.

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

SECTION 30. INTERPRETATION.

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

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

SECTION 31. FURTHER ASSURANCES.

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

SECTION 32. COUNTERPARTS.

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

SECTION 33. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

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

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

SECTION 34. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

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

(SIGNATURES INTENTIONAL~~I~~LTY TO NEXT PAGE)

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

CITY OF PALM COAST, FLORIDA

_____
_____,Mike Norris, Mayor

ATTEST:

_____
_____,Kaley Cook, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
_____,Marcus Duffy, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 2026, by _____,Mike Norris, Mayor of the CITY OF PALM COAST, __ who is personally known to me or __ who produced _____ as identification.

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

WITNESSES:

_____
_____
(print)

_____
_____
(print)

"OWNER"

OARE ASSOCIATES, LLC, a Florida limited liability company

By:_____
_____, Manager

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 202~~3~~6, by _____, Manager, ~~_____~~of OARE ASSOCIATES , LLC (check one) ~~☐~~__ who is personally known to me or ~~☐~~__ who produced _____ as identification.

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

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

A portion of Sections 13 and 24, Township 12 South, Range 30 East, together with a portion of Sections 18 and 19, Township 12 South, Range 31 East, Flagler County, Florida, being a portion of Map of the Bunnell Development Company's Land at Bunnell, Florida, as recorded in Plat Book 1, Page 1, of the Public Records of said county, also being a portion of Revised Parcel 403, as described and recorded in Official Records Book 950, Page 1943, of said Public Records, together with all of Lot 13, Block 45, as depicted on Subdivision Plat Kanakakee Run—Section 65 Seminole Woods at Palm Coast, recorded in Map Book 17, Page 56, together with all of Reserved Parcels D3 and F-4, all of Lot 10, Block 14, and all of Lot 16, Block 10, as depicted on Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast, recorded in Map Book 18, Page 24, all of said Public Records, being more particularly described as follows:

For a Point of Beginning, commence at the Northwest corner of said Section 13; thence North 87°27'22" East, along the Northerly line of said Section 13, a distance of 2961.63 feet to its intersection with the Westerly line of said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; thence along said Westerly line the following 17 courses: Course 1, thence South 20°55'26" East, departing said Northerly line, 211.58 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 2, thence Southerly along the arc of said curve, through a central angle of 98°21'15", an arc length of 257.49 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 01°53'15" West, 227.02 feet; Course 3, thence South 05°31'19" East, along a non-tangent line, 669.87 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 4, thence Southerly along the arc of said curve, through a central angle of 73°26'22", a arc length of 192.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 15°27'56" East, 179.37 feet; Course 5, thence South 52°11'07" East, 136.97 feet; Course 6, thence South 02°05'57" East, 346.46 feet to the point of curvature of a curve concave Easterly having a radius of 550.00 feet; Course 7, thence Southerly along the arc of said curve, through a central angle of 16°39'59", an arc length of 159.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 10°25'57 East, 159.42 feet; Course 8, thence South 18°45'56" East, 136.41 feet; Course 9, thence South 71°14'04" West, 25.00 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 10, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 11, thence Southerly along the arc of a non-tangent curve concave Easterly having a radius of 150.00 feet, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 12, thence North 71°14'04" East, 25.00 feet; Course 13, thence South 18°45'56" East, 315.63 feet; Course 14, thence South 36°19'43" East, 128.96 feet; Course 15, thence South 20°50'43" West, 193.05 feet; Course 16, thence South 06°47'31" East, 236.49 feet to the point of curvature of a curve concave Northerly having a radius of 150.00 feet; Course 17, thence Easterly along the arc of said curve, through a central angle

180°00’00”, an arc length of 471.24 feet to the point of tangency of said curve being the Southwesterly corner of said Reserved Parcel F-4, said arc being subtended by a chord bearing and distance of North 83°12’29” East, 300.00 feet; thence Easterly along the boundary lines of said Reserved Parcels F-4 and D3 the following 15 courses: Course 1, thence North 06°47’31” West, departing said Westerly line, 50.00 feet; Course 2, thence North 06°12’39” West, 80.71 feet; Course 3, thence North 14°31’01” East, 141.50 feet; Course 4, thence South 66°56’33” East, 50.00 feet; Course 5, thence North 68°07’42” East, 152.15 feet; Course 6, thence North 18°45’56” West, 125.00 feet to a point lying on the Southerly right of way line of Zaun Trail, a right of way as depicted on said Subdivision Plat Zebulah’s Trail—Section 63 Seminole Woods at Palm Coast; Course 7, thence North 71°14’04” East, along said Southerly right of way line, 40.00 feet; Course 8, thence South 18°45’56”East, departing said Southerly right of way line, 230.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle 81°38’47”, an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 59°35’20” East, 196.12 feet; Course 10, thence North 10°24’43” West, 110.00 feet to a point lying on the Southerly right of way line of Zachary Place, a 50 foot right of way as depicted on said Subdivision Plat 10°24’43” West, 110.00 feet to a point lying on the Southerly right of way line of Zachary Place, a 50 foot right of way as depicted on said Subdivision Plat Zebulah’s Trail—Section 63 Seminole Woods at Palm Coast; Course 11, thence Easterly along said Southerly right of way line and along the arc of a non-tangent curve concave Northerly having a radius of 40.00 feet; through a central angle of 16°42’24”, an arc length of 11.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 71°14’04” East 11.62 feet; Course 12, thence South 27°07’08” East, departing said Southerly right of way line, 110.00 feet to a point on a non-tangent curve concave Westerly having a radius of 150.00 feet; Course 13, thence Northerly along the arc of said curve, through a central angle of 81°38’48”, an arc length of 213.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 22°03’28” East, 196.12 feet; Course 14, thence North 18°45’56” West, 105.00 feet; Course 15, thence North 71°14’04” East, 320.00 feet; thence South 16°08’17” East, continuing along said boundary line of Reserved Parcel D-3 and along said Westerly line of Subdivision Plat Zebulah’s Trail—Section 63 Seminole Woods at Palm Coast, 979.40 feet; thence South 13°42’58” East, continuing along said Westerly line, 2050.00 feet to the Northwesterly corner of said Lot 10, Block 14; thence along the boundary line of said Lot 10, Block 14, the following 5 courses: Course 1, thence North 76°17’02” East, departing said Westerly line, 125.00 feet to a point lying on the Westerly right of way line of Zonal Court, a variable width right of way as depicted on said Subdivision Plat Zebulah’s Trail—Section 63 Seminole Woods at Palm Coast; Course 2, thence South 13°42’58” East, along said Westerly right of way line, 44.00 feet; Course 3, thence South 23°09’13” West, continuing along said Westerly right of way line, 25.00 feet; Course 4, thence South 13°42’58” East, continuing along said Westerly right of way line, 20.00 feet; Course 5, thence South 76°17’02” West, departing said Westerly right of way line, 110.00 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah’s Trail—Section 63 Seminole Woods at Palm Coast; thence South 13°42’58” East, along said Westerly line, 549.66 feet to the point of curvature of a curve concave Easterly having a radius of 2940.00 feet; thence Southerly, continuing along said Westerly line and along the arc of said curve, through a central angle of 06°28’07”, an arc length of 331.92 feet to the

Northwesterly corner of said Lot 16, Block 10, said arc being subtended by a chord bearing and distance of South 16°57’02” East, 331.74 feet; thence along the boundary line of said Lot 16, Block 10, the following 4 courses: Course 1, thence North 69°48’54” East, departing said Westerly line, 125.00 feet to a point lying on said Westerly right of way line of Zonal Court, said point lying on a non-tangent curve concave Northeasterly having a radius of 100.00 feet; Course 2, thence Southeasterly along said Westerly right of way line and along the arc of said curve, through a central angle of 37°48’57”, an arc length of 66.00 feet to a point lying on the Westerly right of way line of Zonal Geranium Trail, a right of way as depicted on said Subdivision Plat Zebulah’s Trail—Section 63 Seminole Woods at Palm Coast, said arc being subtended by a chord bearing and distance of South 39°05’34” East, 64.81 feet; Course 3, thence Southerly, along last said Westerly right of way line and along the arc of a non-tangent curve concave Easterly having a radius of 100.00 feet, through a central angle of 16°12’39”, an arc length of 28.29 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 07°00’40” West, 28.20 feet; Course 4, thence South 68°03’08” West, departing said Westerly right of way line, 131.78 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah’s Trail—Section 63 Seminole Woods at Palm Coast; thence Southerly along said Westerly line the following 13 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Northeasterly having a radius of 2940.00 feet, through a central angle of 03°11’46”, an arc length of 164.01 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 23°32’45” East, 163.99 feet; Course 2, thence South 25°08’38” East, 483.89 feet; Course 3, thence South 64°51’22” West, 345.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 4, thence Southeasterly along the arc of said curve, through a central angle of 180°00’00”, an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08’38” East, 300.00 feet; Course 5, thence North 64°51’22” East, 345.00 feet; Course 6, thence North 64°51’22” East, 345.00 feet; Course 7, thence South 25°08’38” East, 1150.00 feet; Course 8, thence South 64°51’22” West, 105.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 180°00’00”, an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08’38” East, 300.00 feet; Course 10, thence North 64°51’22” East, 105.00 feet; Course 11, thence South 25°08’38” East, 210.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 12, thence Southeasterly along the arc of said curve, through a central angle 81°38’48”, an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 65°58’02” East, 196.12 feet; Course 13, thence South 45°00’43” East, along a non-tangent line, 744.60 feet to a point lying on the Northerly right of way line of Belle Terre Boulevard, a variable width right of way as presently established; thence Westerly along said Northerly right of way line the following 7 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Northwesterly having a radius of 1420.00 feet, through a central angle of 23°12’37”, an arc length of 575.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 37°03’49” West, 571.31 feet; Course 2, thence North 41°22’55” West, 4.74 feet to a point on a non-tangent curve concave Northerly having a radius of 1415.00 feet; Course 3, thence Westerly along the arc of said curve, through a central angle of 40°02’29”, an

arc length of 988.88 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 68°38’20” West, 968.88 feet; Course 4, thence South 88°39’35” West, 211.11 feet; Course 5, thence South 01°20’25” East, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 5689.12 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 00°59’59”, an arc length of 99.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°09’36” West, 99.27 feet; Course 7, thence South 89°39’35” West, 994.09 feet; thence Northerly along said Northerly line of said Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast the following 5 courses: Course 1, thence North 00°20’25” West, departing said Northerly right of way line, 300.00 feet; Course 2, thence South 89°39’35” West, 127.70 feet; Course 3, thence North 00°20’25” West, 113.58 feet; Course 4, thence North 44°39’35” East, 50.00 feet to the point of curvature of a curve concave Westerly having a radius of 150.00 feet; Course 5, thence Northerly along the arc of said curve, through a central angle of 98°21’02”, an arc length of 257.48 feet to the Northeasterly corner of said Lot 13, Block 45, said arc being subtended by a chord bearing and distance of North 04°30’56” West, 227.01 feet; thence along the boundary line of said Lot 13, Block 45, the following 3 courses: Course 1, thence South 36°18’22” West, departing said Northerly line, 110.00 feet to a point lying on the Northerly right of way line of Kainite Court, a 50 foot right of way as depicted on said Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast, said point being a point on a non-tangent curve concave Southerly having a radius of 40.00 feet; Course 2, thence Westerly along said Northerly right of way line and along the arc of said curve, through a central angle of 55°51’28”, an arc length of 39.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 81°37’32” West, 37.47 feet; Course 3, thence North 19°33’26” West, departing said Northerly right of way line, 110.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast; thence Southwesterly along said Northerly line the following 9 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Southeasterly having a radius of 150.00 feet, through a central angle of 25°47’09”, an arc length of 67.51 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 57°33’10” West, 66.94 feet; Course 2, thence South 44°39’35” West, 238.91 feet; Course 3, thence South 00°20’25” East, 192.13 feet; Course 4, thence South 89°39’35” West, 282.47 feet; Course 5, thence North 00°20’25” West, 50.00 feet to the point of curvature of a curve concave Southerly having a radius of 150.00 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 180°0’00”, an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°39’35” West, 300.00 feet; Course 7, thence South 00°20’25” East, 50.00 feet; Course 8, thence South 89°39’35” West, 253.41 feet; Course 9, thence South 00°20’25” East, 300.00 feet to a point lying on said Northerly right of way line of Belle Terre Boulevard; thence South 89°39’35” West, along said Northerly right of way line, 63.24 feet to the point of curvature of a curve concave Southerly having a radius of 1521.26 feet; thence Westerly continuing along said Northerly right of way line and along the arc of said curve, through a central angle of 06°41’48”, an arc length of 177.80 feet to the Southeasterly corner of RP 190, as described and recorded in Official Records Book 1004, Page 341, of said Public Records, said arc being subtended by a chord bearing and distance of South 86°18’42” West, 177.70 feet; thence North 07°02’15” West, departing said Northerly right of way line and

along the boundary line of said RP 190, a distance of 50.00 feet; thence South 78°41'33" West, continuing along said boundary line, 70.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast; thence Northwesterly along said Northerly line the following 21 courses: Course 1, thence North 30°31'09" West, 57.09 feet; Course 2, thence North 59°28'51" East, 15.00 feet to the point of curvature of a curve concave Westerly having a radius of 225.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 353.43 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 14°28'51" East, 318.20 feet; Course 4, thence North 30°31'09" West, 1215.00 feet; Course 5, thence North 59°28'51 East, 173.41 feet; Course 6, thence North 30°31'09" West, 300.00 feet; Course 7, thence North 59°28'51" East, 80.00 feet; Course 8, thence North 30°31'09" West, 300.00 feet; Course 9, thence North 59°28'51" East, 79.56 feet; Course 10, thence North 19°12'34" West, 1199.35 feet; Course 11, thence North 39°07'43" West, 238.04 feet; Course 12, thence South 89°59'53" West, 270.01 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 13, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 00°00'07" East, 300.00 feet; Course 14, thence North 89°59'53" East, 50.00 feet; Course 15, thence South 53°08'54" East, 63.20 feet; Course 16, thence South 30°31'09" East, 6.35 feet; Course 17, thence South 59°28'51" West, 1066.59 feet; Course 18, thence North 30°31'09" West, 660.00 feet; Course 19, thence South 59°28'51" West, 253.41 feet; Course 20, thence North 30°31'09" West, 468.41 feet; Course 21, thence South 59°28'51" West, 300.00 feet; thence North 89°14'34"West, continuing along said Northerly line and its Westerly prolongation, 125.81 feet to a point lying on the Westerly line of said Section 24; thence North 00°46'05" East, along said Westerly line, 1907.73 feet to the Northwesterly corner thereof, said corner also being the Southwesterly corner of said Section 13; thence North 01°12'31" West, along the Westerly line of said Section 13, a distance of 5279.19 feet to the Point of Beginning.

Less and Except Tract 12, also known as Tract "A", as described and recorded in Official Records Book 1907, Page 1119, of the Public Records of Flagler County, Florida.

Containing 1006.37 acres, more or less.

EXHIBIT "B"

LEGAL DESCRIPTIONS OF THE ADDITIONAL PROPERTY

LOT 10 OF BLOCK 14, OF PALM COAST, MAP OF ZEBULAH'S TRAIL, SECTION 63, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 18, AT PAGE 28, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

AND

RESERVED PARCELS D-3 AND F-4, OF PALM COAST, MAP OF ZEBULAH'S TRAIL, SECTION 63, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGE 29 AND 31, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "C"

CONCEPTUAL MASTER PLAN

ON FOLLOWING PAGE

EXHIBIT "D"

TRACT MAP

ON FOLLOWING PAGE

EXHIBIT "E"

Magnolia Trace
Land Use Conversion Table

Trip Generation Rate Calculations			
Land Use	***ITE LUC***	***Independent Variable***	***PM Peak Hour Ave Trip Rate***
Single-family Housing	210	DU	0.82
Multifamily Housing (Low Rise)	220	DU	0.48
Senior Adult Housing Single-Family	251	DU	0.33
Strip Retail Plaza <40KSF	822	KSF	2.51

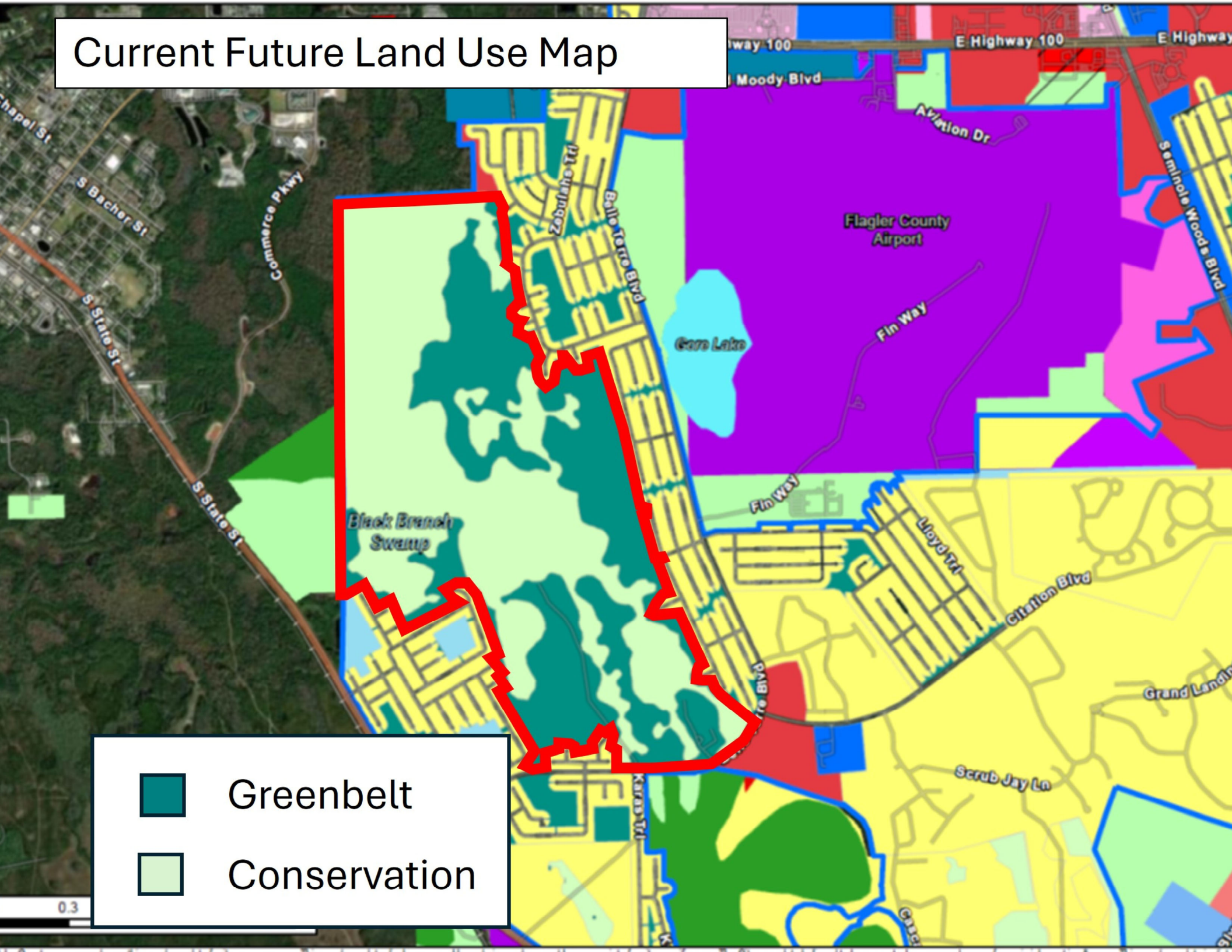
Note: Average PM peak hour trip rate calculated using the April 2026 TIA

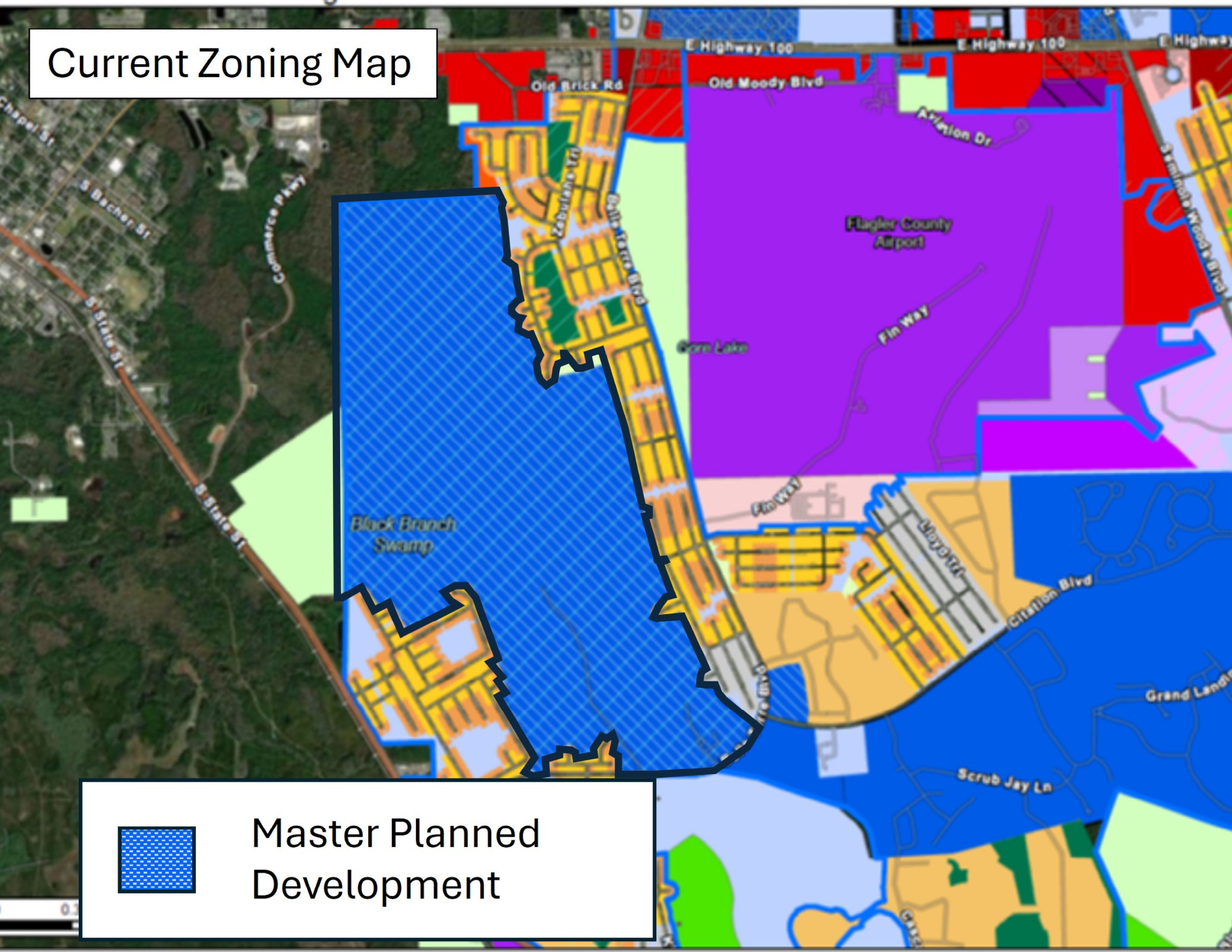
TO: / FROM:	Single-family Housing	Multifamily Housing (Low Rise)	Senior Adult Housing Single-Family	Strip Retail Plaza <40KSF
	DU	DU	DU	KSF
Single-family Housing	1	1.71	2.4905	0.3270
Multifamily Housing (Low Rise)	0.58	1	1.4527	0.1907
Senior Adult Housing Single-Family	0.40	0.6884	1	0.1313
Strip Retail Plaza <40KSF	3.06	5.2426	7.6157	1

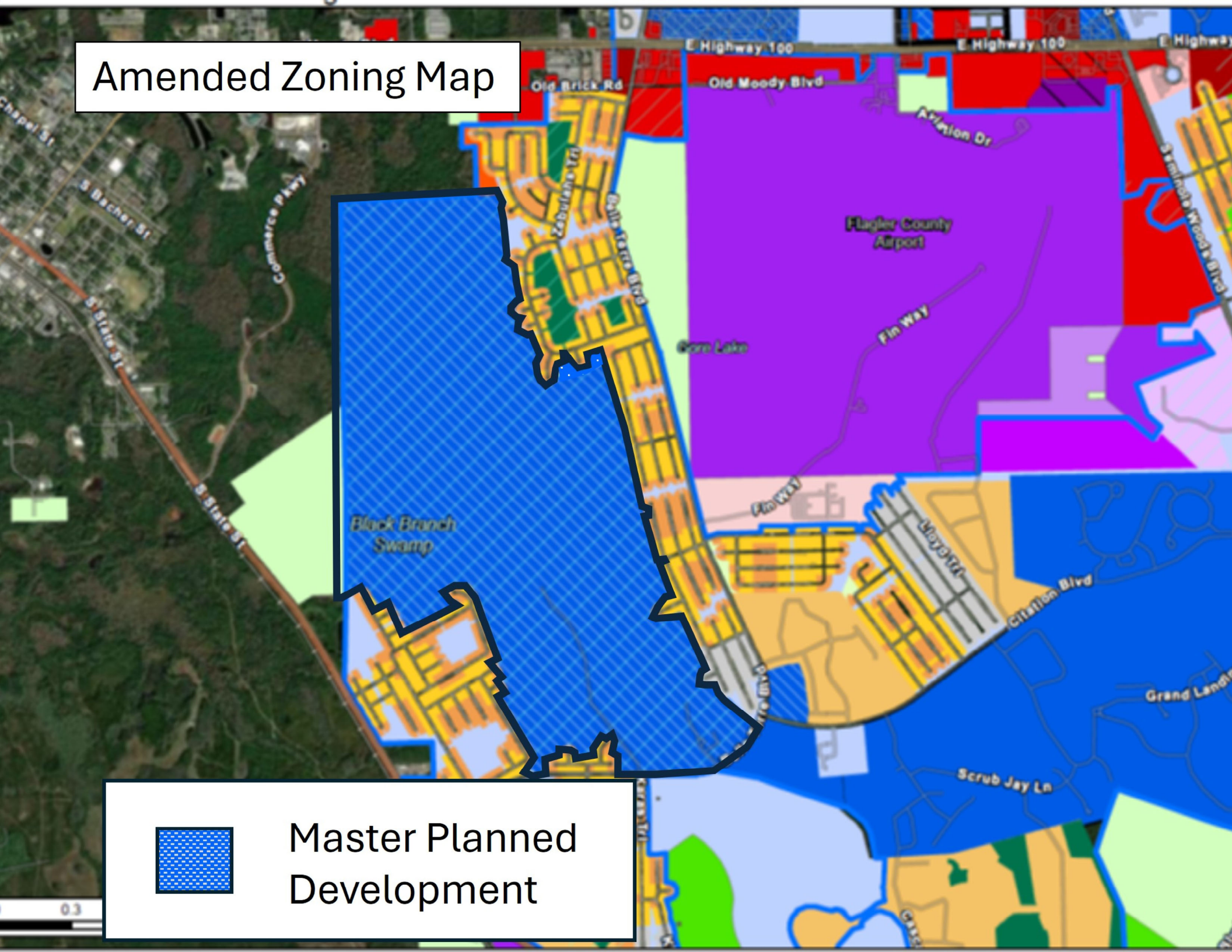
~~EXHIBIT "F"~~

PHASING PLAN

ON FOLLOWING PAGE


Current Future Land Use Map
E Highway 100
Moody Blvd
Aviation Dr
Seminole Woods Blvd
Flagler County Airport
Fin Way
Gore Lake
Zebulahs Trl
Bella Terra Blvd
Commerce Pkwy
S Bacher St
S State St
Black Branch Swamp
Lloyd Trl
Citation Blvd
Scrub Jay Ln
Greenbelt
Conservation
0.3


Current Zoning Map
E Highway 100
Old Brick Rd
Old Moody Blvd
Aviation Dr
Chapel St
S Bacher St
Commerce Pkwy
S State St
Zebulon Trl
Bella Terra Blvd
Flagler County Airport
Fin Way
Gore Lake
Black Branch Swamp
Citation Blvd
Scrub Jay Ln
Master Planned Development


Amended Zoning Map
E Highway 100
Old Brick Rd
Old Moody Blvd
Aviation Dr
Chapel St
S Bacher St
Commerce Pkwy
S State St
Zebulon Trl
Bella Terra Blvd
Flagler County Airport
Fin Way
Gore Lake
Black Branch Swamp
Maybelle
Citation Blvd
Scrub Jay Ln
Master Planned Development

LIVINGSTON & SWORD, P.A.

Attorneys At Law

January 12, 2026

Phong Nguyen
Planning Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

Subject: Magnolia Trace Master Planned Development – Application for Rezoning / MPD Amendment (Amendment to Ordinance No. 2019-24)

Dear Mr. Nguyen:

Please find enclosed an application to amend and restate the Master Planned Development ("MPD") agreement for the property known as Magnolia Trace (formerly the Oare MPD). This application seeks to update the development plan to better reflect current market conditions while ensuring consistency with the City of Palm Coast 2050 Comprehensive Plan.

The proposed Fourth Amended and Restated MPD transitions the project from a specialized "Continuing Care Retirement Community" to a broader residential community comprising a maximum of 544 dwelling units. Key changes from the prior 2019 MPD include:

- **Separation from ALF:** The project is no longer affiliated with the existing Assisted Living Facility (ALF), which was previously conveyed to a third party and is now fully vested.
- **Revised Unit Mix:** The plan now allows for a mix of single-family detached homes, townhomes, multifamily uses consistent with the MFR-2 zoning district, and active adult housing, at a reduced density, along with up to 35,000 square feet of neighborhood commercial space along Belle Terre Parkway.
- **Infrastructure Optimization:** The requirement to construct an internal loop connector road with the ALF has been removed to reduce wetland impacts and improve the overall environmental footprint of the site.

In addition to the general plan updates, this application specifically addresses the following:

391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137
T 386.439.2945
F 866.896.5573
jay.livingston314@protonmail.ch

- **Gore Lake Mound:** Based on a Phase II and Phase II archeological investigation of the Gore Lake Mound (8FL00029) performed in December 2025 , it was determined that the mound was largely destroyed by prior land-clearing activities in the 1970s and 1980s. The survey recovered minimal artifacts and no human remains, leading to a conclusion that the site is ineligible for the National Register of Historic Places. Accordingly, the preservation requirements from the 2019 MPD have been removed.
- **Removal of Loop Connector Road:** The requirement for an internal loop roadway connecting former Tracts 1, 2, and 3 has been removed from the Proposed MPD and conceptual plan. This road is no longer necessary given the project's independence from the ALF. Its removal prevents unnecessary impacts to wetlands.
- **Continuation of Borrow Pit:** The application provides for the continued operation of the existing borrow pit on Tract 4 (formerly Tract 5), consistent with approvals granted in prior versions of the MPD.

Analysis of Section 2.05.05 Review Findings:

- **A. Conflict with public interest:** The amendment is not in conflict with the public interest. It transitions the land to a sustainable residential density that is compatible with the adjacent Quail Hollow subdivision.
- **B. Consistency with Comp Plan/LDC:** As analyzed below, the project is consistent with the Greenbelt and Conservation designations and all applicable Land Development Code requirements.
- **C. Financial liability:** All infrastructure improvements will be funded and maintained by the developer or a Community Development District and create no financial liability for the City. The project will also generate impact fees to offset any demand for City services.
- **D. Compliance with laws:** Development will adhere to all local, state, and federal regulations, including, without limitation stormwater and floodplain management and wetland protection.

Analysis of Section 2.06.03 Review Findings:

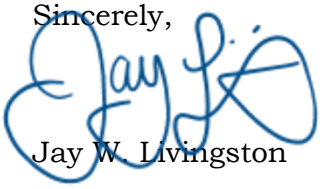
- **A. Consistency with Comprehensive Plan:** The application is consistent with and furthers the goals of the 2050 Comprehensive Plan, specifically:
  - **Chapter 1 (Future Land Use) & Chapter 3 (Housing):** Furthers **Guiding Principle 6** and **Objective 3.1** by supporting a variety of residential housing choices (single-family, townhomes, and active adult) to meet the needs of a diverse population.
  - **Chapter 2 (Transportation):** The project complies with **Policy 2.4.4.4** and **Policy 2.2.1.2**, which require a minimum of two (2) means of ingress/egress for residential developments of more than 100 lots. Magnolia Trace maintains these necessary connections at Belle Terre Boulevard and Zonal Geranium Trail, as provided in the existing MPD, ensuring adequate emergency access and traffic circulation.
  - **Chapter 6 (Conservation):** Furthers **Objective 6.1.1** by eliminating the loop road, thereby eliminating unnecessary impacts to wetlands. It also complies with **Policy 6.2.5.1** regarding cultural resources, as the

2025 survey confirms the Gore Lake Mound site no longer retains archaeological significance.
    - **Chapter 11 (Economic Development):** Furthers **Goal 11.1** by creating a sustainable economic environment and a diversified tax base through a mix of residential and neighborhood-scale commercial uses.
- **B. Impact on environment/natural resources:** Environmental impacts are reduced from the prior plan by the removal of the loop connector road. In addition, the project continues to adhere to the requirements of the Greenbelt zoning district through the clustering of development on existing uplands and avoiding to the maximum extent possible impacts to the surrounding wetlands.
- **C. Impact on the economy:** The project will provide a positive economic impact through temporary construction jobs and the long-term expansion of the City's residential and commercial tax base as well as the creation of permanent jobs within the neighborhood commercial uses.
- **D. Impact on governmental services:** The project density remains will not have an adverse impact on the City's infrastructure capacity for water, sewer, and schools.
- **E. Changes in circumstances:** Changed market conditions, a significant increase in active adult developments elsewhere in the City, the 2025 archaeological findings and the operational separation from the ALF constitute material changes in circumstances that justify this amendment.
- **F. Compatibility with proximate uses:** The proposed residential uses are highly compatible with the adjacent Quail Hollow subdivision and the Belle Terre Boulevard corridor.
- **G. Legitimate public purpose:** The amendment provides for needed housing variety while simultaneously increasing the preservation of the City's natural wetland resources.

The above analysis is preliminary and subject to change after review of the application and proposed amended and restated MPD Agreement.

We look forward to working with City staff on the review of this application. Please contact me if you have any questions or require further information.

Sincerely,



Jay W. Livingston

GENERAL - APPLICATION

DATE	01/12/2026
APPLICATION TYPE	REZONING MASTER PLANNED DEVELOPMENT

PROJECT NAME	Magnolia Trace				
LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS)	11 KAINITE CT PALM COAST FL 32164				
PROPERTY APPRAISER'S PARCEL NUMBER	24-12-31-4140-00T40-0000				
LEGAL DESCRIPTION	172.84 AC KNOWN AS MAGNOLIA TRACE TRACT 4 PART OF PUD 1365/23 LYING IN 19-12-31 & 24 -12-30 INCLUDING PALM COAST SEC 65 BLK 45 LOT 13 535/1164 1034/657				
SUBDIVISION NAME	SECTION 65-KANKAKEE RUN				
SECTION	19	BLOCK	00T40	LOT	0000
PROPERTY ACRES	1006.36	PROPERTY SQ FT	43837042		
FUTURE LAND USE MAP DESIGNATION		EXISTING ZONE DISTRICT	MPD		
OVERLAY DISTRICT					
COMMUNITY PANEL NUMBER	120684	MAP PANEL DATE	06/06/2018		
FLOOD ZONE	A				
PRESENT USE OF PROPERTY	MASTER PLANNED DEVELOPMENT				

DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS)

Amended and Restated MPD

PROPOSED NUMBER OF LOTS		IS THERE EXISTING MORTGAGE?	No

OWNER	APPLICANT / AGENT
Name: OARE ASSOCIATES LLC C/O SHUFFIELD, LOWMAN & WILSON	Name: JAY LIVINGSTON
Mailing Address: P.O. BOX 612 DELAND, FL 32721	Mailing Address: 391 PALM COAST PARKWAY SW #1 PALM COAST, FL 32137
Phone Number: (386) 736-9225	Phone Number: (386) 439-2945
E-mail Address: JGALZERANO@SHUFFIELDLOWMAN.COM	E-mail Address: JAY.LIVINGSTON314@PROTONMAIL.CH
MORTGAGE HOLDER	**ENGINEER OR PROFESSIONAL**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
ARCHITECT	**TRAFFIC ENGINEER**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
SURVEYOR	**LANDSCAPE ARCHITECT**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
ATTORNEY	
Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

APPLICANT / OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning

APPLICANT / OWNER'S ELECTRONIC SUBMISSION STATEMENT: Under penalty of perjury, I declare that all the information contained in this development application is true and correct. By signing this Electronic Submission Form, I consent to use electronic communications, electronic records, and electronic signatures rather than paper documents for the form(s) provided on this web site. I understand that my electronic signature is legally binding, as stated by 2016 Florida Statutes Title XXXIX Chapter 668 Section 50

Signature of Property Owner or Applicant

JAY LIVINGSTON

Prepared By:
Jay W. Livingston, Esq.
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

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

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

FOURTH AMENDED AND RESTATED MASTER PLAN DEVELOPMENT AGREEMENT (MAGNOLIA TRACE)

THIS FOURTH AMENDED AND RESTATED MASTER PLAN DEVELOPMENT AGREEMENT (MAGNOLIA TRACE), (herein referred to as the "Development Agreement") is made and executed this _____ day of _____, 2026, by and between the CITY OF PALM COAST, a Florida municipal corporation (herein referred to as the "City"), whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, and OARE ASSOCIATES, LLC, a Florida limited liability company (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status) whose address is 1000 Legion Place, Suite 1700, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, the Owner is the fee simple title owner of certain real property consisting of 1,006.37 acres, more or less, located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **EXHIBIT "A"** and incorporated herein ("Property");

WHEREAS, on or about December 5, 2005, the City rezoned a portion of the Property to Planned Unit Development and adopted the Oare Project, Planned Unit Development

Agreement ("2005 PUD") Agreement by Ordinance No.2005-45, recorded in the Official Records Book 1365, Page 23, et seq., Public Records of Flagler County, Florida;

WHEREAS, on or about July 7, 2009, the City adopted the Oare Project, Amended Planned Unit Development Agreement Application No. 1661, Request for Time Extension – Preliminary Plat ("2009 PUD Modification") by Ordinance 2009-16, recorded in Official Records Book 1732, Page 256, et seq., Public Records of Flagler County, Florida;

WHEREAS, on or about September 2, 2014, the City adopted the Oare Master Planned Development Second Amended and Restated Development Agreement ("2014 MPD") by Ordinance 2014-18, recorded in Official Records Book 2061, Page 501, et. seq., Public Records of Flagler County, Florida;

WHEREAS, on or about November 19, 2019, the City adopted the Oare Master Planned Development Third Amended and Restated Development Agreement ("2019 MPD") by Ordinance 2019-24, recorded in Official Records Book 2402, Page 267, et. seq., Public Records of Flagler County, Florida;

WHEREAS, the 2005 PUD, 2009 PUD Modification, 2014 MPD and 2019 MPD are referred to herein as the "Previous MPD";

WHEREAS, on December 16, 2024 the City approved an extension of the Previous MPD to November 25, 2028 pursuant to Section 252.363, Florida Statutes, by letter extension as recorded in Official Records Book 2940, Page 419, Public Records of Flagler County, Florida;

WHEREAS, the Previous MPD permitted a total density of 754 residential units, consisting of a mix of assisted living, extended care, active adult lots, single family estate lots, and 2.2 acres reserved for neighborhood commercial uses on a gross acreage of 1,013.36 acres, more or less ("Previous MPD Property");

WHEREAS, an assisted living facility consisting of 60 assisted living bed units and 20 independent living residences ("Assisted Living Facility") was completed in 2008 a portion of Tract 1 as defined and identified in the Previous MPD;

WHEREAS, the site plan for the Assisted Living Facility was approved by the City of Palm Coast pursuant to City of Palm Coast Development Order No. SP-MOD-06-01, approved on May 30, 2006 and recorded June 20, 2006 in Official Records Book 1449, Page 362, of the Public Records of Flagler County, Florida (the "ALF Development Order");

WHEREAS, the Assisted Living Facility was conveyed by Owner to Palm Coast SLP, LLC, a Georgia limited liability company, by virtue of that certain Special Warranty Deed dated July 13, 2006 and recorded July 28, 2006 in Official Records Book 1464, Page 1991 of the Public Records of Flagler County, Florida;

WHEREAS, on July 26, 2006, Oare Associates, LLC recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Magnolia Trace at Official Records Book 1463, Page 1424, of the Public Records of Flagler County, Florida (as amended and supplemented from time to time, the "Master Declaration"), pursuant to which the Magnolia Trace Master Association, Inc., a Florida not-for-profit corporation (the "Master Association"), was formed to operate, maintain, and enforce the covenants relating to the common roadways, stormwater facilities, common landscape areas, and other common elements serving the properties within Magnolia Trace, including the Assisted Living Facility;

WHEREAS, the Assisted Living Facility is fully vested under the Previous MPD and not subject to or affected by this Development Agreement;

WHEREAS, the Property includes real property owned by the Owner that was excluded from the Previous MPD Property as more particularly described in the attached **EXHIBIT "B"** (the "Additional Property");

WHEREAS, the Owner desires to amend and restate the Previous MPD, to the extent it affects the Property, including the Additional Property, and voluntarily agrees with the conditions, terms, and restrictions hereinafter recited, and has agreed voluntarily to their imposition as an incident to development of the Property.

WHEREAS the City of Palm Coast City Council ("City Council") finds that this Development Agreement is consistent with the City's Comprehensive Plan (2050) (the "Comprehensive Plan") and Unified Land Development Code ("LDC") and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City;

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

WHEREAS, this is a non-statutory Development Agreement which is not subject to nor enacted pursuant to the provisions of Sections 163.3220 -163.3243, Florida Statutes.

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

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF OWNER.

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

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

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

SECTION 3. PROJECT DESCRIPTION.

The Owner may develop the Project as a mixed-use residential community consistent with the conditions set forth herein, consisting of a maximum of 544 residential units and a maximum of 35,000 square feet of neighborhood commercial uses consistent with the City's COM-1 zoning district, except as provided for in this Agreement. The Parties acknowledge the conceptual master plan attached hereto as **EXHIBIT "C"** ("Conceptual Master Plan") is provided solely as an illustrative and non-binding Conceptual Master Plan to demonstrate the layout of the permitted development. The Project shall follow the general conceptual layout of the Conceptual Master Plan, subject only to such modifications as authorized by Section 6 hereof. The final location, orientation, and configuration of buildings, infrastructure, and open space may vary, therefore the final design and layout of the Project shall be determined at the time the Owner submits an application or applications for site plan or subdivision plat approval. The Owner shall be permitted to develop up to the maximum of five hundred forty-four (544) residential units permitted by this Development Agreement regardless of the number or mix of units depicted on the illustrative and non-binding Conceptual Master Plan. The permitted residential unit types are described in Section 7.1 below and may be converted in accordance with Section 7.2. The Owner, at its discretion may create a Community Development District (the "CDD"), pursuant to Section 190, Florida Statutes or property owners' association. The Owner may assign the obligation for the design, permitting, development and maintenance of improvements provided for in this Agreement, in whole or in part, to the CDD or an owners association or associations created for those purposes.

SECTION 4. FUTURE LAND USE.

This Development Agreement is consistent with the City's Comprehensive Plan (2050). The Property is designated Greenbelt, Conservation and Residential on the City's Future Land Use Map ("FLUM"). The overall density of the Project and the Assisted Living

Facility is calculated based on the gross acreage of the Previous MPD Property (1,013.36 acres, more or less) and the Additional Property (4.41 acres, more or less) for a total acreage of 1,017.77 acres, more or less. As provided in the Previous MPD, residential development credits were established for both upland areas (approximately 388 acres at 1.0 credit/acre) and wetland/conservation areas (approximately 625 acres at 1 credit/4 acres), resulting in approximately 544 development credits, excluding the Assisted Living Facility and Nursing Home Facilities, as defined in the Previous MPD. Pursuant to Policy 1.1.2.4 of the City of Palm Coast Comprehensive Plan (2050), the Greenbelt land use designation may include MPDs having lot sizes of less than one (1) acre with common open spaces, provided that the development's overall density does not exceed one (1) dwelling unit per acre. Consistent with that Policy, contingent density bonuses were granted in the Previous MPD for a total density of seven hundred and fifty-four (754) units, consisting of five hundred forty-four (544) dwelling units, a maximum of sixty (60) bed units and one hundred twenty (120) units on a gross acreage of 1,013.36 acres. The density and intensity permitted by this Development Agreement consisting of a maximum of five hundred forty-four (544) residential dwelling units and a maximum of 35,000 square feet of neighborhood commercial uses is less than the one (1) unit per gross acre.

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

(a) The City Council, at its regular meeting on _____, 2026, adopted Ordinance 2026-_____for a Master Planned Development affecting the Owner's Property to the terms and conditions of this Development Agreement.

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

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

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

(e) The Conceptual Master Plan establishes the general framework for the Project. A Subdivision Master Plan shall be required prior to Preliminary Plat approval for each phase of the Project. The recreational facilities required pursuant to Section 9(f) of this Development Agreement are not depicted on the Conceptual Master Plan and shall have their specific location and design identified at the time of the Owner's first Preliminary Plat or Technical Site Plan submittal.

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

The exact location of lots, roadways, primary sidewalk/pathway system, and other improvements shall be determined by the Owner and approved by the Land Use Administrator during review of construction documents, site plans, or subdivision plat applications for the Project, or portions thereof, as allowed by the LDC, provided that: (1) the maximum building height and number of residential lots described herein are not exceeded; (2) the Property

setbacks from adjacent properties are not modified; and (3) the approved plans maintain the general development standards in this Development Agreement.

SECTION 7. PERMITTED USES.

7.1 DEVELOPMENT PROGRAM. The following uses, densities and intensities shall be permitted in the Project: (a) a maximum of 544 total residential units for the overall Project, which may consist of any combination of single-family detached housing units, multifamily housing units or townhomes and/or active adult housing, provided that the multifamily housing units or townhomes shall not exceed 150 units in aggregate; (b) a maximum of 35,000 square feet of retail space, subject to the conversion rights provided for in Section 7.2; (c) an amenity center or centers; and (d) a borrow pit. The Project may consist of one (1) amenity center to serve all of the residential uses or separate amenity centers may be constructed to serve residential uses on one or more tracts, at the Owners discretion. The foregoing uses shall only be permitted on the tracts as described in the Tract Map attached hereto as **EXHIBIT "D"**, as follows:

- Tract 1 – Neighborhood Commercial/Multifamily.
- Tract 2 – Single Family Detached/Townhomes/Active Adult Housing/Amenities.
- Tract 3 – Conservation/Open Space.
- Tract 4 – Conservation/Open Space/Borrow Pit.

The design standards for the permitted uses shall be governed by the Lot and Building Standards provided in Section 12 and Table 12.1 Site Development Requirements below, which shall control over any inconsistent provision of the LDC.

Tracts 3 and 4 (generally described as Tracts 6A and 6B in the Previous MPD) are comprised of wetlands and associated uplands. Notwithstanding the existence of any conservation easement dedicated to the City, both Tracts 3 and 4 shall be available for

mitigation credits to the Owner or its assignees if permitted by the controlling provisions of State Law and the appropriate permitting agency or agencies of government. Due to on-site wetlands associated with the Conservation designation on the City's FLUM, wetlands shall be fully delineated during the platting process. All jurisdictional wetland boundaries, including the upland buffer, shall be depicted on all plats prior to submittal. The Owner may apply for approval of an authorized Mitigation Bank for Tract 3 and/or Tract 4 with the St. Johns River Water Management District ("SJRWMD"). The only non-wetland mitigation development that can occur with Tract 4 is the existing borrow pit as permitted by the Previous MPD, with associated and temporary ingress and egress to service the borrow pit operation. At such time as the borrow pit operation has been completed, the temporary ingress and egress will be removed and all areas will be restored to their natural state.

7.1.1 ACTIVE ADULT HOUSING. For purposes of this Development Agreement, "Active Adult Housing" means age-restricted housing operated in compliance with the "housing for older persons" exemption under the Fair Housing Amendments Act, 42 U.S.C. § 3607(b)(2)(C), and the rules promulgated thereunder at 24 C.F.R. Part 100, Subpart E, including the requirements that (i) at least eighty percent (80%) of the occupied units be occupied by at least one person fifty-five (55) years of age or older; (ii) the Owner publish and adhere to policies and procedures demonstrating the intent to provide housing for persons fifty-five (55) years of age or older; and (iii) the Owner comply with the rules issued by the Secretary of the U.S. Department of Housing and Urban Development for verification of occupancy. The Active Adult Housing Units shall be subject to, and developed in accordance with, the foregoing federal age-restriction requirements as memorialized in recorded covenants, conditions and restrictions.

7.2 CONVERSION OF RESIDENTIAL USES. The Owner may convert the

residential unit types permitted within the Project (Single-Family, Multi-Family, Townhome, and Active Adult) to other residential types so long as the conversion results in no net increase in the PM peak hour trip rate for the Project. Conversions shall be governed by the tables, derived from the Project's Traffic Impact Analysis, attached hereto as **EXHIBIT "E"**.

7.3 NEIGHBORHOOD COMMERCIAL. A maximum of 35,000 square feet of neighborhood commercial space consistent with the City's COM-1 zoning district, except as otherwise provided herein, may be developed on Tract 1.

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

(a) The Project shall be designed to integrate pedestrian, bicycle, and vehicular traffic circulation systems within the Property and with adjacent rights-of-way, to promote connectivity between all uses within the Property. The Project shall integrate an internal system of pedestrian connections (the "Pedestrian Connectivity System") intended to provide safe, convenient, and continuous access to all uses within the Project. All uses within the Project shall be accessible by a dedicated road. The Parties acknowledge that the Conceptual Master Plan is illustrative and conceptual in nature and the specific location of bicycle and pedestrian facilities, access points, internal roadways, and dedicated road connections serving individual tracts and lots will be determined by phase through the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan review process. The City shall be granted access at all times to all roadways to ensure that public safety is maintained.

(b) Parking spaces and garages for residential units within the Project shall be provided as follows: (1) single-family detached, townhouse, and active adult dwelling units with one thousand six hundred (1,600) square feet or less of minimum living area shall provide a minimum one-car attached or detached garage and a permanent-surface area sufficient to

accommodate two (2) additional exterior parking spaces; (2) single-family detached, townhouse, and active adult dwelling units with greater than one thousand six hundred (1,600) square feet of minimum living area shall provide a minimum two-car attached garage; (3) townhouse units with garages shall provide a driveway with a minimum depth of twenty (20) feet measured from the face of the garage door, and such driveway area may be counted toward the required parking spaces; (4) off-street parking shall not be permitted adjacent to either side of any dwelling, except where such parking provides access to a garage; and (5) for multifamily projects, optional detached garage units may be provided, and if provided, shall be provided for a minimum of one-third (1/3) of the proposed multifamily units. Garages shall count toward the minimum parking requirements for residential units within the Project.

(c) As determined by the Traffic Impact Analysis submitted with the Owner's application to amend the Previous MPD, the Project does not have an adverse impact on the City's adopted Level of Service (LOS) on the adjacent roadway system. However, prior to approval of the site plan or preliminary plat for each phase of the Project, the Owner shall evaluate all turn lane movements to determine if any improvements (turn lanes, decel lanes, etc.) are required.

SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of an inconsistency between the terms of this Development Agreement and the LDC, the terms of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDC shall apply to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the Conceptual Master Plan.

SECTION 9. FACILITY COMMITMENTS.

(a) Unless otherwise described elsewhere in this Development Agreement, the Owner agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development of the Property. No building or development permits shall be issued for the Property unless adequate capacity of concurrency monitored facilities are available concurrent with the impact on said facilities by the Project.

(b) Private & Public Improvements: The Owner, or its assigns, agrees to construct, at a minimum, the following on-site improvements, at the Owner's sole and exclusive expense, as a condition of this Development Agreement and in addition to the payment of all impact fees relating to the development of the Property, unless otherwise provided for herein:

i. The parking areas; utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.

ii. The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary by the City to serve the public utilities.

iii. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.

iv. Nothing herein shall be deemed a prohibited exaction under Fla. Stat. 70.45, and Owner agrees it has not suffered any damages under that statute.

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Pedestrian Connectivity System established in Section 7.4(a) shall be implemented through an internal integrated

system of sidewalks and pedestrian paths designed to ensure that pedestrians are provided safe and convenient access to all uses within the Project. The Pedestrian Connectivity System shall include sidewalks with a minimum width of five (5) feet, constructed on at least one side of the internal roadway system. The specific location and design of such pedestrian facilities shall be provided for each phase of the Project at the time of the Preliminary Plat or Technical Site Plan submittal for that phase.

(d) ACCESS: Ingress and egress to the Project shall be provided, constructed and maintained as depicted on the Conceptual Master Plan. At the sole discretion of the Owner, the development or portions of it may be gated.

(e) OWNER STORMWATER SYSTEM: The Owner, or its assigns, shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff from the Project including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey the stormwater runoff to the Stormwater Facility (the "Owner Stormwater System").

(f) PARK AND RECREATION: The Owner shall provide active and passive parks and recreation facilities for the benefit of the Project in accordance with the City's required level of service for recreation as set forth in the LDC and the Comprehensive Plan. The specific location, configuration and design of parks and recreation facilities shall be provided at the time of the Owner's first Preliminary Plat or Technical Site Plan submittal.

(g) BORROW PIT: The Owner shall be permitted to continue to operate the existing borrow pit on the Property for the term of this Development Agreement and any extensions thereto as permitted herein.

SECTION 10. DEVELOPMENT STANDARDS.

10.1 PARKING: Parking and garage requirements for residential uses shall comply with Section 7.4(b) of this Development Agreement. Residential garages and driveways shall count toward minimum parking requirements for permitted residential uses. Parking for all amenities shall be a minimum of one (1) space per two hundred and fifty (250) square feet. Parking for all other permitted uses for which parking standards are not expressly provided in this Development Agreement shall be consistent with the LDC.

10.2 OPEN SPACE: Minimum open space shall be Thirty percent (30%) of the Project's gross area (Tracts 1, 2, 3 and 4, combined). Open space is defined in the LDC and includes on-site stormwater ponds and all open space within the Property. Flexibility to the minimum open space requirements shall be as provided by the LDC, which may include, but not be limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space, if approved by the Land Use Administrator. Open space shall be maintained by either the actual owner of the property, a CDD, a property owners' association, or other method satisfactory to the Owner and the City.

10.3 WATER/WASTEWATER: The Project is located wholly within the City limits and is therefore within the City's water and wastewater service areas. All permanent uses within the Project will be served by central water and sewer services. The City shall be the potable water and wastewater service provider for the Project upon payment of applicable fees.

10.4 TRANSPORTATION: Transportation concurrency shall be addressed during the Preliminary Plat or technical site plan process.

10.5 DRAINAGE:

(a) The Owner shall construct and maintain a stormwater management system that provides treatment and attenuation as required by SJRWMD and the City's LDC. Best Management Practices (BMPs) shall be used during and after construction to minimize erosion

and sedimentation and to properly manage runoff for both stormwater quantity and quality. BMPs shall be in accordance with the Florida Department of Environmental Protection (FDEP) and Florida Department of Transportation (FDOT) design standards and details. The LDC shall apply to the design criteria for the Project's stormwater management system.

(b) Stormwater piping and the stormwater collection and conveyance system shall, at a minimum, be designed to convey the runoff resulting from the five (5)-year, twenty-four (24)-hour storm event. Collector roadway cross drains and collector roadway swales and ditches shall be designed to convey the ten (10)-year, twenty-four (24)-hour storm event. Outfall ditches and canals shall be designed to convey the twenty-five (25)-year, twenty-four (24)-hour storm event. Temporary roadway flooding shall not exceed an elevation that would permit flood water encroachment of more than one-half of a travel lane at the lowest elevation on the centerline profile of a roadway for the twenty-five (25)-year, twenty-four (24)-hour storm event, with full recovery and use of the roadway available at the end of the design storm event. All of the foregoing is consistent with, and shall not be construed as more stringent than, the standards set forth in the LDC. Stormwater detention facilities shall be designed to meet the water quality and attenuation requirements of SJRWMD and the City's LDC.

(c) The City shall permit the redesign, impact and redevelopment of its existing stormwater drainage canals located on the Property, including the rerouting of such canals, so long as such does not adversely affect the City's uses of said canals and does not cause any adverse impact upstream or downstream of the development. The Owner shall demonstrate compliance with the foregoing through the Project's stormwater report or analysis, which shall be reviewed and approved by the City during the Technical Site Plan review process. The Owner's redesign, impacts and redevelopment may include but are not limited to (i) relocation, (ii) rerouting, (iii) installation of culverts, or (iv) bridges.

10.6 LANDSCAPING: The Owner shall install reclaimed water distribution lines at the time of subdivision improvements so that the Project may be served for irrigation once reclaimed water becomes available to the site. Until reclaimed water is available to the site, the Owner may use potable water for irrigation. The Owner may also use stormwater ponds or irrigation wells as an alternative or supplemental source of irrigation water, subject to the issuance of any required Consumptive Use Permit and any other applicable approvals of the St. Johns River Water Management District ("SJRWMD"); provided, however, the Owner makes no representation that these alternative sources will be available or feasible given site conditions. Once reclaimed water becomes available to the site, no potable water shall be used for irrigation, except as otherwise permitted by the LDC. All landscaping and irrigation shall comply with the LDC except for perimeter buffers, which shall be governed by Section 10.20 below.

10.7 LIGHTING: All lighting including but not limited to all pole mounted lighting shall be designed to minimize light pollution to off-site properties, have a common architectural theme and to comply with the LDC.

10.8 FIRE PROTECTION: Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Property by the Owner in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, technical site plans, or preliminary plats. The water requirements for the fire system will be served by the City's Utility Department. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

10.9 UTILITIES: The Owner shall be responsible for any and all costs associated with (i) the expansion of capacity to serve the Property or (ii) the extension of existing City

utilities to the Property that may be required to serve this Project and, if so, the parties shall enter into a proportionate fair share agreement providing for impact or connection fee credits. All internal utility lines for the Project shall be placed underground.

10.10 INTERCONNECTIVITY AND ACCESS: Ingress and egress to the Project shall be provided, constructed, and maintained in accordance with this Development Agreement. The Project shall be served by two (2) primary full-access collector roadways from Belle Terre Boulevard as depicted on the Conceptual Master Plan. In addition to the primary access points, the Project shall be served by at least two (2) stabilized emergency access points: (a) a stabilized emergency access from Zonal Geranium Trail on the east side of the Project, and (b) a stabilized emergency access to north of Zonal Geranium Trail to ensure consistency with the City's Comprehensive Plan (2050). The specific location, alignment, and design of the full-access collector roadways and the stabilized emergency access points shall be determined at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal for each phase. If a traffic signal or other traffic control improvement is warranted at any Project access point based on (i) a phase-specific traffic impact analysis submitted with the Preliminary Plat or Technical Site Plan for any phase of the Project or (ii) applicable warrant analyses under the Manual on Uniform Traffic Control Devices (MUTCD) or FDOT standards, the Owner shall design, construct, and bond the signal or alternative traffic control improvement as a condition to the issuance of development orders for the phase triggering the warrant, at the Owner's sole expense and subject to any proportionate-share arrangements with other benefiting parties.

10.11 NATURAL RESOURCE PROTECTION:

(a) Except as depicted on the Conceptual Master Plan and in this Development Agreement, the Owner shall comply with the natural resource protection requirements of the LDC.

(b) Natural upland buffers must be provided if required by Chapter 10 of the LDC.

(c) Any wells discovered or encountered during construction of the Project shall be properly abandoned in accordance with all applicable state and federal regulations.

10.12 WETLANDS: The Project shall be subject to all Federal and State environmental and wetland regulations. Minor incidental wetland impacts may occur as permitted by the SJRWMD and the U.S. Army Corps of Engineers ("ACOE"), and/or such additional wetland impacts as may be authorized under the governing regulatory permits and the Subdivision Master Plan, Preliminary Plat, or Technical Site Plan approval process. Non-impacted wetlands shall be buffered consistent with SJRWMD and City regulations. Wetland upland buffers shall comply with the requirements of Section 10.01.08 of the LDC, which requires a natural upland buffer with an average width of fifty (50) feet, and no less than twenty-five (25) feet, adjacent to and surrounding optimal wetlands, and a natural upland buffer with an average width of twenty-five (25) feet, and no less than fifteen (15) feet, adjacent to moderate and minimal wetlands. Where development occurs adjacent to a conservation easement or an optimal (high quality) wetland, the Owner shall install, during construction activities, a double row of silt fence spaced three (3) feet apart to prevent erosion and sedimentation.

10.13 LOW IMPACT DEVELOPMENT PRACTICES: To further conservation practices identified in the LDC, the Project shall incorporate into the construction, operation, and maintenance of all facilities, conservation strategies to include but not be limited to:

(a) Water Conservation:

i. Native, drought tolerant plant materials;

ii. Separate irrigation zones shall be required for turf, non-turf areas; and

iii. Landscape areas shall not be irrigated using high-volume irrigation systems unless high pressure compensating spray heads are utilized.

All irrigation systems shall employ, at minimum, a rain shut-off device such as a soil moisture sensor or smart irrigation system capable of analyzing and ascertaining weather conditions and time of year. These restrictions shall be clearly stated in the Project's Covenants, Conditions and Restrictions ("CC&Rs").

10.14 PROHIBITION OF DISCHARGES: The Owner shall comply with the City of Palm Coast Code of Ordinances, Article VI, Prohibition of Discharges, and all applicable local, state, federal, and City water quality laws, rules, regulations, and ordinances.

10.15 STORMWATER POLLUTION PREVENTION: A stormwater pollution prevention plan shall be attached to and incorporated into the construction and permit documents pursuant to the requirements of applicable federal, state, and City regulations.

10.16 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Property, the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation Commission and other applicable agencies. Activities associated with listed flora and fauna shall comply with the LDC. If applicable, Bear Smart Community principles shall be integrated into design and operations. The intent is to minimize human-animal conflicts from black bear and other species that may be drawn to area attractants. The Owner and City shall cooperate on grant opportunities to supplement cost(s) that the Owner may incur to implement these principles. The Owner shall consider the use of wildlife crossings in areas where the Project's roadway network crosses optimal wetlands or greenway corridors, as appropriate.

The specific location, design, and scope of any such wildlife crossings shall be determined at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal.

10.17 SIGNAGE: The development may be identified by up to two double-faced or two single-faced monument entrance signs to be located at the two (2) primary Project entrances and may be identified with either one double-faced or two single-faced monument entrance signs. Such monument signs may be lighted (with lighting directed away from traffic as required by the LDC), and shall be a maximum of twelve feet (12') tall, with a sign area no greater than forty-eight (48) square feet in size. Directional, and ingress and egress signs for the individual residential and commercial projects within the Project, and for recreational and other amenities, will be provided throughout the Project, provided that none of these signs exceed six (6) square feet in size and four (4) feet in height, including for sale or for lease signs. Neighborhood, amenity and commercial project directory signs may be located along the internal road circulation system and shall be no taller than six feet (6') in height, with no more than thirty-two (32) square feet of sign area. All signage will be generally consistent and uniform in design and a master sign plan shall be approved at the time of the Project's first preliminary plat or site plan approval

10.18 MODEL HOMES: For each phase, up to five (5) model homes can be constructed, occupied, and operated under Section 4.19.02 of the LDC. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and state rules, regulations and codes.

10.19 RENTAL PROGRAM: Owner, or its assigns, reserves the right to place all or any portion of the Project's residential units in a rental program operated by Owner, Owner's affiliates or any third party rental program operators approved by the Owner.

10.20 PROJECT BUFFERS: At a minimum, the Owner shall provide and maintain (i) a fifteen-foot (15') wide landscape buffer with Type "G" plantings along Belle Terre Parkway and (ii) a twenty-foot (20') wide perimeter buffer with Type "E" plantings along the remainder of the Project boundary. The foregoing buffers shall not be required at the Project entrances. Except as otherwise provided in this Agreement, Project signage, irrigation, drainage, utilities, and related improvements shall be permitted within the Belle Terre Parkway landscape buffer, as outlined in Section 11.03.05.C.6 of the LDC. Notwithstanding the foregoing, the Owner may elect to leave any portion of the Belle Terre Parkway landscape buffer or the perimeter buffer in its existing natural state in lieu of installing the Type "G" or Type "E" plantings otherwise required by this Section 10.20, provided that (i) the minimum buffer width otherwise required by this Section 10.20 is maintained, and (ii) the existing natural conditions (including without limitation wetlands and native vegetation) provide screening equal to or better than the screening that would be provided by the applicable buffer plantings.

SECTION 11. PHASING OF DEVELOPMENT.

(a) The Property may be developed in multiple phases. The Project shall be developed in phases as depicted on the Phasing Plan attached hereto as **EXHIBIT "F"** (the "Phasing Plan"). The Phasing Plan is conceptual in nature and the specific boundaries, sequencing, and timing of each phase may be modified by the Owner at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal for each phase. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Property), the Owner shall submit a Subdivision Master Plan for the relevant phase for City approval pursuant to the LDC, and thereafter shall submit a Preliminary Plat for the relevant phase. Each phase of the Project will include infrastructure to support the proposed uses, including water and wastewater

service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times.

(b) Roadways shall be constructed concurrently with development of adjacent lots to insure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase. To avoid unnecessary construction and repair costs, internal sidewalks shall be constructed adjacent to each lot at the time the home is constructed and prior to the Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement. Neighborhood streets shall have a fifty (50) foot right of way, with a minimum twenty-two (22) feet of travel lanes with two (2) feet of drivable curb, and cul-de-sacs shall have a 124' right-of-way diameter and a 104' pavement diameter. Islands may be constructed in the cul-de-sacs so long as a minimum asphalt roadway width of twenty-two (22) feet with two (2) feet of drivable curb is maintained and does not impede fire truck movement.

SECTION 12. LOT AND BUILDING STANDARDS.

12.1 LOT DIMENSIONAL STANDARDS: Dimensional standards for each permissible use shall comply with the LDC except as follows:

Table 12.1 - Site Development Requirements

Regulations	**Tract 1** Neigh. Comm.	**Tract 1** MFR (8 units per acre) ****	**Tract 2** SFR Detached/ Amenities	**Tract 2** Active Adult/ Amenities	**Tract 2** Townhome **** (Up to 8 DUs per Bldg.)	**Tract 3 & 4** Conservation/ Open Space/ Borrow Pit
Min. Lot Area	10,000 SF	10,000 SF	4,000 SF	4,000 SF	1,600 SF	N/A
Min. Lot Width	100 ft.	100 ft.	40 ft.	40 ft.	18 ft.	N/A
Min. Lot Depth	100 ft.	N/A	100 ft.	100 ft.	N/A	N/A
Min. Front Setback	30 ft.	20 ft.	20 ft.	20 ft.	20 ft.	N/A
Min. Side Corner Setback	25 ft.	15 ft.	15 ft. ***	15 ft. ***	15 ft.***	N/A
Min. Interior Side Yard Setback	10 ft.**	8 ft.**	5 ft.	5 ft.	15 ft.**	N/A
Min. Rear Yard Setback	25 ft.*	20 ft.****	10 ft.	10 ft.	20 ft.	N/A
Max. Bldg. Height	25 ft.	50 ft.	36 ft.	36 ft.	36 ft.	N/A
Min. Unit Size	N/A	650 SF	1,200 SF	1,200 SF	1,200 SF	N/A
Unit Mix	N/A	N/A	N/A	N/A	N/A	N/A

Comments:
*Abutting residential required 35-foot landscape setback for Tract 1.
** If buildings exceed 2 stories in height, setbacks shall increase at 10 ft. for every floor over two.
*** No driveways shall be permitted within the side yard setback.
**** All distance dimensions must conform to the *Florida Building Code Regulations.*
The five (5)-foot side setback shall apply to the exterior of units. No development standards applicable to Tracts 3 and 4 due to Conservation and Open Space use. Townhome lots on Tract 1 shall comply with the Tract 2 Townhome dimensional standards in Table 12.1.

12.2 MIXED-USE TRACTS DIMENSIONAL STANDARDS: Non-residential (commercial) uses within the Project shall be permitted only on Tract 1 and shall not be permitted on any other Tract.

Tract 1 consists of two (2) upland development areas separated by wetlands and the existing access road serving the ALF Parcel. Each such upland development area may be developed under any of the following scenarios independently of the other, provided that any such development is consistent with the terms of this Development Agreement:

(i) *Stand-alone Commercial.* Uses consistent with the City LDC requirements for the Neighborhood Commercial (COM-1) zoning district.

(ii) *Stand-alone Residential.* Multifamily uses consistent with the City LDC requirements for the MFR-1 zoning district.

(iii) *Mixed Use.* A combination of Multifamily and Neighborhood Commercial uses consistent with the requirements of the zoning districts referenced in (i) and (ii) above, which may consist of (A) one or more single-use buildings dedicated to either Multifamily or Neighborhood Commercial uses, (B) one or more mixed-use multistory buildings consistent with Section 4.08.05 of the LDC (Multiuse buildings), with non-residential (commercial) uses consistent with the COM-1 zoning district on the ground floor and/or other lower floor(s) of the building and multifamily residential uses on the upper floor(s) of the building, or (C) any combination of the foregoing.

Multifamily units developed on Tract 1, whether stand-alone or as part of mixed-use buildings, shall count toward the 150-unit aggregate cap on multifamily housing units and townhomes set forth in Section 7.1.

12.3 AMENITIES. The Project's amenities may include, without limitation, a clubhouse or clubhouses with fitness facilities, community pool(s), playground(s), sports courts, common area open space, and similar facilities. Amenities may also include other passive and active recreational areas or facilities such as dog parks, pocket parks, and a trail system. The Project's trail system may form a part of the Project's Pedestrian Connectivity System established pursuant to Section 7.4(a). The Project's amenities shall be provided to maintain the City's required level of service for recreation as set forth in the LDC and the Comprehensive Plan. The specific location, configuration, and design of the Project's amenities shall be provided at the time of the Owner's first Preliminary Plat or Technical Site

Plan submittal, consistent with Sections 5(e) and 9(f) of this Development Agreement.

12.4 ARCHITECTURE: Prior to issuance of the Preliminary Plat Development order, the Owner may submit to the LUA an architectural program for the Project. Such program shall include signage and lighting for the Project.

SECTION 13. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPERTY SEQUENCING.

(a) The failure of the Development Agreement to address any specific City, County, State, or Federal permit, condition, term, or restriction shall not relieve the Owner of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not a Preliminary Plat approval and the Owner remains responsible for complying with all provisions of the Land Development Code unless provided elsewhere in this Development Agreement.

SECTION 14. COMMON AREAS AND MAINTENANCE.

(a) For all common areas within the Project, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the Owner shall cause such common areas to be owned, operated, and maintained by (i) the existing Magnolia Trace Master Association, Inc. pursuant to the Master Declaration, as may be amended from time to time; (ii) one or more sub-associations created to govern one or more phases of the Project; (iii) a community development district (a "CDD") created pursuant to Chapter 190, Florida Statutes; (iv) a new or successor property owners association established in accordance with Florida law; or (v) any combination of the foregoing (collectively, any such entity, the "Association"), each comprised of the owners of lots or

parcels within the Project. The Owner reserves the right, at its discretion and in accordance with Florida law, to (A) amend the governing documents of the Master Association or the Master Declaration, (B) create one or more sub-associations to govern one or more phases of the Project, and (C) replace the Master Association and its functions, in whole or in part, with a new or successor property owners association or a CDD. The Association's governing documentation shall be subject to the prior reasonable review of the City to ensure adequate provisions for the ongoing care and maintenance of the common areas. The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the Association or CDD, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the Association, and restrictions on the ability to amend these requirements without the City's approval. The City shall not be required to accept ownership or maintenance of any of the Project's common elements including but not limited to roads, landscaping, stormwater, and buffers.

(b) Existing Assisted Living Facility and Independent Living Units. The Assisted Living Facility, consisting of the sixty (60) assisted living bed units and twenty (20) independent living residences located on that portion of the Previous MPD Property owned by Palm Coast SLP, LLC (the "ALF Parcel"), shall not be subject to the obligations imposed by this Development Agreement. The ALF Parcel shall continue to be governed exclusively by the Previous MPD, the ALF Development Order, and the Master Declaration, which instruments shall remain in full force and effect as to the ALF Parcel notwithstanding anything to the contrary contained herein. Under those instruments: (i) the owner of the ALF Parcel shall remain responsible for the operation, maintenance, and repair of the stormwater management system located on the ALF Parcel; (ii) the owner of the ALF Parcel shall remain

a member of the Master Association and subject to assessment thereby for the maintenance of the common roadways, common landscape areas, common lighting, and other common elements serving the ALF Parcel; and (iii) the Master Association shall continue to be responsible for the operation and maintenance of the common roadways, common landscape, common lighting, and common irrigation serving the ALF Parcel, in accordance with and to the extent provided in the Previous MPD and the Master Declaration. Nothing in this Development Agreement shall diminish, alter, terminate, or otherwise impair the rights and obligations of the owner of the ALF Parcel or of the Master Association under the Previous MPD or the Master Declaration, each of which shall continue in full force and effect as to the ALF Parcel.

SECTION 15. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

(a) In the event of a breach hereof by either party hereto, the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

(b) In the event that a dispute arises under this Development Agreement, and the City and Owner are unable to resolve the issues, the parties shall attempt to resolve all disputes informally. In the event of a failure to informally resolve all disputes, the City and Owner agree to engage in mediation before a certified Circuit Court mediator selected by the parties. In the event that the parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The parties shall equally pay all costs of mediation.

(c) In the event of conflict between the terms of this Development Agreement and the Conceptual Master Plan, the provisions of this Development Agreement shall prevail.

SECTION 16. NOTICES.

(a) All notices required or permitted to be given under this Development Agreement must be in writing and must be delivered to the City or the Owner at its address set forth below (or such other address as may be hereafter be designated in writing by such party).

(b) Any such notice must be personally delivered or sent by certified mail, overnight courier, or telecopy.

(c) Any such notice will be deemed effective when received (if sent by hand delivery, overnight courier, or telecopy) or on that date which is three (3) days after such notice is deposited in the United States mail (if sent by certified mail).

(d) The parties' addresses for the delivery of all such notices are as follows:

As to the City: City Manager
160 Lake Avenue
Palm Coast, FL 32164

As to the Owner: Oare Associates, LLC
Attn: John P. Junod, Esq.
Shuffield Lowman
1000 Legion Place, Suite 1700
Orlando, Florida 32801

With copies to: Jay W. Livingston, Esq
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

SECTION 17. SEVERABILITY.

The terms and provisions of this Development Agreement are not severable and in the event any portion of this Development Agreement shall be found to be invalid or illegal, then the entire Development Agreement shall remain valid and binding on the parties.

SECTION 18. SUCCESSORS AND ASSIGNS.

(a) This Development Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and Owner and their respective successors-

in-interest. The terms and conditions of this Development Agreement similarly shall be binding upon the Property and shall run with the land and the title to the same.

(b) This Development Agreement touches and concerns the Property.

(c) The Owner has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Agreement.

SECTION 19. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

(a) This Development Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the Code of Ordinances of the City of Palm Coast.

(b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida, or the Middle District, if in federal court.

(c) The Owner shall fully comply with all applicable local, State, and Federal environmental regulations and all other laws of similar type or nature.

(d) This Development Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development generally applicable to the entire area of the City, such as requiring compliance with the City capital facilities plan; parks master plan, including parks and trail dedications; utility construction and connections; mandating utility capacities; requiring street development or other such similar land development regulations and requirements.

(e) If state or federal laws are enacted after execution of this Development Agreement which are applicable to and preclude the parties' compliance with this Development Agreement, this Development Agreement shall be modified or revoked as necessary to comply with the relevant law.

(f) This Development Agreement shall also not be construed to prohibit the City from adopting lawfully imposed impact fees applicable to the Owner and the development authorized hereunder.

SECTION 20. TERM / EFFECTIVE DATE.

(a) This Development Agreement shall be effective upon approval by the City Council and execution of this Development Agreement by all parties (the "Effective Date").

(b) This Development Agreement provides an initial timeframe of ten (10) years to commence development from the Effective Date. This Development Agreement will expire thirty (30) years from the Effective Date.

(c) Should development not commence within the initial established timeframe, the term of this Development Agreement may be modified by action of the City Council, at Council's discretion. Failure to obtain an extension shall cause the zoning of all lands encumbered to revert to the previous equivalent zoning designation.

SECTION 21. RECORDATION.

Upon approval by the City Council and execution of this Development Agreement by all parties, this Development Agreement and any and all amendments hereto shall be recorded by the City with the Clerk of the Circuit Court of Flagler County within fourteen (14) days after its execution by the City, and the Development Agreement shall run with the land. The Owner shall pay the costs to record this Development Agreement.

SECTION 22. THIRD PARTY RIGHTS.

This Development Agreement is not a third party beneficiary contract, and shall not in any way whatsoever create any rights on behalf of any third party.

SECTION 23. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

(a) Strict compliance shall be required with each and every provision of this Development Agreement. The parties agree that each has the remedy of specific performance of these obligations.

(b) Time is of the essence to this Development Agreement and every right or responsibility required herein shall be performed within the times specified.

SECTION 24. ATTORNEYS' FEES.

In the event of any action to enforce the terms of this Development Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and all costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the trial, or appellate level.

SECTION 25. FORCE MAJEURE.

The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specific time period ("Time Period") constitutes a default under terms of this Development Agreement, and if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to: acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"); then notwithstanding any provision of this Development Agreement to the contrary, that failure shall not constitute a default under this Development Agreement and any Time Period prescribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

SECTION 26. INDEMNIFICATION.

The Owner shall indemnify for and save the City harmless from and against any and all liability, claims for damages and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of in any way connected with the Owner's development of the Property as provided in this Development Agreement. This agreement by the Owner to indemnify and hold the City harmless shall include, but not be limited to: all charges, expenses, and costs, including reasonable attorneys' fees, both at trial and on appeal, incurred by the City on account of or by reason of such injuries, damages, liability, claims, suits, or losses and all damages arising therefrom.

SECTION 27. ENFORCEMENT; CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

(a) This Development Agreement shall continue to be enforceable, unless lawfully terminated, notwithstanding any subsequent changes in any applicable law.

(b) The failure by the Owner to perform each and every one of its obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Owner written notice of said default. Upon receipt of said notice, the Owner shall be provided a thirty (30) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If thirty (30) days is not considered by the parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period

exceed ninety (90) days from initial notification of default. Upon termination of the Development Agreement, the Owner shall immediately be divested of all rights and privileges granted hereunder.

SECTION 28. CAPTIONS.

Sections and other captions contained in this Development Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Development Agreement, or any provision hereof.

SECTION 29. EXHIBITS.

Each exhibit referred to and attached to this Development Agreement is an essential part of this Development Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Development Agreement.

SECTION 30. INTERPRETATION.

(a) The Owner and the City agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Development Agreement.

(b) This Development Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both parties have contributed to the drafting of this Development Agreement.

SECTION 31. FURTHER ASSURANCES.

Each party agrees to sign any other and further instruments and documents consistent herewith as may be necessary and proper to give complete effect to the terms of this Development Agreement.

SECTION 32. COUNTERPARTS.

This Development Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same document.

SECTION 33. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for elsewhere in this Development Agreement, (1) Amendments to and waivers of the provisions herein shall be made by the parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all parties hereto and upon approval of the City Council of the City of Palm Coast.

(b) Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

SECTION 34. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

This Development Agreement constitutes the entire agreement between the parties and supersedes all prior oral discussions, understandings, and agreements of any kind and nature, between the parties relating to the subject matter of this Development Agreement.

(SIGNATURES INTENTIONALITY TO NEXT PAGE)

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

CITY OF PALM COAST, FLORIDA

_____
_____, Mayor

ATTEST:

_____
_____, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
_____, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 2026, by _____, Mayor of the CITY OF PALM COAST, __ who is personally known to me or __ who produced _____ as identification.

_____
Notary Public – State of Florida
Print Name:_____
My Commission expires:

WITNESSES:

_____

_____
(print)

_____

_____
(print)

"OWNER"

_____ LLC, a Florida limited liability company

By:_____
_____, Manager

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 2023, by _____, Manager, _____, LLC (check one) □ who is personally known to me or □ who produced _____ as identification.

_____
Notary Public – State of Florida
Print Name:_____
My Commission expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

A portion of Sections 13 and 24, Township 12 South, Range 30 East, together with a portion of Sections 18 and 19, Township 12 South, Range 31 East, Flagler County, Florida, being a portion of Map of the Bunnell Development Company's Land at Bunnell, Florida, as recorded in Plat Book 1, Page 1, of the Public Records of said county, also being a portion of Revised Parcel 403, as described and recorded in Official Records Book 950, Page 1943, of said Public Records, together with all of Lot 13, Block 45, as depicted on Subdivision Plat Kanakakee Run—Section 65 Seminole Woods at Palm Coast, recorded in Map Book 17, Page 56, together with all of Reserved Parcels D3 and F-4, all of Lot 10, Block 14, and all of Lot 16, Block 10, as depicted on Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast, recorded in Map Book 18, Page 24, all of said Public Records, being more particularly described as follows:

For a Point of Beginning, commence at the Northwest corner of said Section 13; thence North 87°27'22" East, along the Northerly line of said Section 13, a distance of 2961.63 feet to its intersection with the Westerly line of said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; thence along said Westerly line the following 17 courses: Course 1, thence South 20°55'26" East, departing said Northerly line, 211.58 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 2, thence Southerly along the arc of said curve, through a central angle of 98°21'15", an arc length of 257.49 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 01°53'15" West, 227.02 feet; Course 3, thence South 05°31'19" East, along a non-tangent line, 669.87 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 4, thence Southerly along the arc of said curve, through a central angle of 73°26'22", a arc length of 192.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 15°27'56" East, 179.37 feet; Course 5, thence South 52°11'07" East, 136.97 feet; Course 6, thence South 02°05'57" East, 346.46 feet to the point of curvature of a curve concave Easterly having a radius of 550.00 feet; Course 7, thence Southerly along the arc of said curve, through a central angle of 16°39'59", an arc length of 159.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 10°25'57 East, 159.42 feet; Course 8, thence South 18°45'56" East, 136.41 feet; Course 9, thence South 71°14'04" West, 25.00 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 10, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 11, thence Southerly along the arc of a non-tangent curve concave Easterly having a radius of 150.00 feet, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 12, thence North 71°14'04" East, 25.00 feet; Course 13, thence South 18°45'56" East, 315.63 feet; Course 14, thence South 36°19'43" East, 128.96 feet; Course 15, thence South 20°50'43" West, 193.05 feet; Course 16, thence South 06°47'31" East, 236.49 feet to the point of curvature of a curve concave Northerly having a radius of 150.00 feet; Course 17, thence Easterly along the arc of said curve, through a central angle

180°00'00", an arc length of 471.24 feet to the point of tangency of said curve being the Southwesterly corner of said Reserved Parcel F-4, said arc being subtended by a chord bearing and distance of North 83°12'29" East, 300.00 feet; thence Easterly along the boundary lines of said Reserved Parcels F-4 and D3 the following 15 courses: Course 1, thence North 06°47'31" West, departing said Westerly line, 50.00 feet; Course 2, thence North 06°12'39" West, 80.71 feet; Course 3, thence North 14°31'01" East, 141.50 feet; Course 4, thence South 66°56'33" East, 50.00 feet; Course 5, thence North 68°07'42" East, 152.15 feet; Course 6, thence North 18°45'56" West, 125.00 feet to a point lying on the Southerly right of way line of Zaun Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; Course 7, thence North 71°14'04" East, along said Southerly right of way line, 40.00 feet; Course 8, thence South 18°45'56"East, departing said Southerly right of way line, 230.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle 81°38'47", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 59°35'20" East, 196.12 feet; Course 10, thence North 10°24'43" West, 110.00 feet to a point lying on the Southerly right of way line of Zachary Place, a 50 foot right of way as depicted on said Subdivision Plat 10°24'43" West, 110.00 feet to a point lying on the Southerly right of way line of Zachary Place, a 50 foot right of way as depicted on said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; Course 11, thence Easterly along said Southerly right of way line and along the arc of a non-tangent curve concave Northerly having a radius of 40.00 feet; through a central angle of 16°42'24", an arc length of 11.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 71°14'04" East 11.62 feet; Course 12, thence South 27°07'08" East, departing said Southerly right of way line, 110.00 feet to a point on a non-tangent curve concave Westerly having a radius of 150.00 feet; Course 13, thence Northerly along the arc of said curve, through a central angle of 81°38'48", an arc length of 213.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 22°03'28" East, 196.12 feet; Course 14, thence North 18°45'56" West, 105.00 feet; Course 15, thence North 71°14'04" East, 320.00 feet; thence South 16°08'17" East, continuing along said boundary line of Reserved Parcel D-3 and along said Westerly line of Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast, 979.40 feet; thence South 13°42'58" East, continuing along said Westerly line, 2050.00 feet to the Northwesterly corner of said Lot 10, Block 14; thence along the boundary line of said Lot 10, Block 14, the following 5 courses: Course 1, thence North 76°17'02" East, departing said Westerly line, 125.00 feet to a point lying on the Westerly right of way line of Zonal Court, a variable width right of way as depicted on said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; Course 2, thence South 13°42'58" East, along said Westerly right of way line, 44.00 feet; Course 3, thence South 23°09'13" West, continuing along said Westerly right of way line, 25.00 feet; Course 4, thence South 13°42'58" East, continuing along said Westerly right of way line, 20.00 feet; Course 5, thence South 76°17'02" West, departing said Westerly right of way line, 110.00 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; thence South 13°42'58" East, along said Westerly line, 549.66 feet to the point of curvature of a curve concave Easterly having a radius of 2940.00 feet; thence Southerly, continuing along said Westerly line and along the arc of said curve, through a central angle of 06°28'07", an arc length of 331.92 feet to the

Northwesterly corner of said Lot 16, Block 10, said arc being subtended by a chord bearing and distance of South 16°57'02" East, 331.74 feet; thence along the boundary line of said Lot 16, Block 10, the following 4 courses: Course 1, thence North 69°48'54" East, departing said Westerly line, 125.00 feet to a point lying on said Westerly right of way line of Zonal Court, said point lying on a non-tangent curve concave Northeasterly having a radius of 100.00 feet; Course 2, thence Southeasterly along said Westerly right of way line and along the arc of said curve, through a central angle of 37°48'57", an arc length of 66.00 feet to a point lying on the Westerly right of way line of Zonal Geranium Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast, said arc being subtended by a chord bearing and distance of South 39°05'34" East, 64.81 feet; Course 3, thence Southerly, along last said Westerly right of way line and along the arc of a non-tangent curve concave Easterly having a radius of 100.00 feet, through a central angle of 16°12'39", an arc length of 28.29 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 07°00'40" West, 28.20 feet; Course 4, thence South 68°03'08" West, departing said Westerly right of way line, 131.78 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; thence Southerly along said Westerly line the following 13 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Northeasterly having a radius of 2940.00 feet, through a central angle of 03°11'46", an arc length of 164.01 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 23°32'45" East, 163.99 feet; Course 2, thence South 25°08'38" East, 483.89 feet; Course 3, thence South 64°51'22" West, 345.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 4, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08'38" East, 300.00 feet; Course 5, thence North 64°51'22" East, 345.00 feet; Course 6, thence North 64°51'22" East, 345.00 feet; Course 7, thence South 25°08'38" East, 1150.00 feet; Course 8, thence South 64°51'22" West, 105.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08'38" East, 300.00 feet; Course 10, thence North 64°51'22" East, 105.00 feet; Course 11, thence South 25°08'38" East, 210.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 12, thence Southeasterly along the arc of said curve, through a central angle 81°38'48", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 65°58'02" East, 196.12 feet; Course 13, thence South 45°00'43" East, along a non-tangent line, 744.60 feet to a point lying on the Northerly right of way line of Belle Terre Boulevard, a variable width right of way as presently established; thence Westerly along said Northerly right of way line the following 7 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Northwesterly having a radius of 1420.00 feet, through a central angle of 23°12'37", an arc length of 575.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 37°03'49" West, 571.31 feet; Course 2, thence North 41°22'55" West, 4.74 feet to a point on a non-tangent curve concave Northerly having a radius of 1415.00 feet; Course 3, thence Westerly along the arc of said curve, through a central angle of 40°02'29", an

arc length of 988.88 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 68°38'20" West, 968.88 feet; Course 4, thence South 88°39'35" West, 211.11 feet; Course 5, thence South 01°20'25" East, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 5689.12 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 00°59'59", an arc length of 99.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°09'36" West, 99.27 feet; Course 7, thence South 89°39'35" West, 994.09 feet; thence Northerly along said Northerly line of said Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast the following 5 courses: Course 1, thence North 00°20'25" West, departing said Northerly right of way line, 300.00 feet; Course 2, thence South 89°39'35" West, 127.70 feet; Course 3, thence North 00°20'25" West, 113.58 feet; Course 4, thence North 44°39'35" East, 50.00 feet to the point of curvature of a curve concave Westerly having a radius of 150.00 feet; Course 5, thence Northerly along the arc of said curve, through a central angle of 98°21'02", an arc length of 257.48 feet to the Northeasterly corner of said Lot 13, Block 45, said arc being subtended by a chord bearing and distance of North 04°30'56" West, 227.01 feet; thence along the boundary line of said Lot 13, Block 45, the following 3 courses: Course 1, thence South 36°18'22" West, departing said Northerly line, 110.00 feet to a point lying on the Northerly right of way line of Kainite Court, a 50 foot right of way as depicted on said Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast, said point being a point on a non-tangent curve concave Southerly having a radius of 40.00 feet; Course 2, thence Westerly along said Northerly right of way line and along the arc of said curve, through a central angle of 55°51'28", an arc length of 39.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 81°37'32" West, 37.47 feet; Course 3, thence North 19°33'26" West, departing said Northerly right of way line, 110.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast; thence Southwesterly along said Northerly line the following 9 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Southeasterly having a radius of 150.00 feet, through a central angle of 25°47'09", an arc length of 67.51 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 57°33'10" West, 66.94 feet; Course 2, thence South 44°39'35" West, 238.91 feet; Course 3, thence South 00°20'25" East, 192.13 feet; Course 4, thence South 89°39'35" West, 282.47 feet; Course 5, thence North 00°20'25" West, 50.00 feet to the point of curvature of a curve concave Southerly having a radius of 150.00 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 180°0'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°39'35" West, 300.00 feet; Course 7, thence South 00°20'25" East, 50.00 feet; Course 8, thence South 89°39'35" West, 253.41 feet; Course 9, thence South 00°20'25" East, 300.00 feet to a point lying on said Northerly right of way line of Belle Terre Boulevard; thence South 89°39'35" West, along said Northerly right of way line, 63.24 feet to the point of curvature of a curve concave Southerly having a radius of 1521.26 feet; thence Westerly continuing along said Northerly right of way line and along the arc of said curve, through a central angle of 06°41'48", an arc length of 177.80 feet to the Southeasterly corner of RP 190, as described and recorded in Official Records Book 1004, Page 341, of said Public Records, said arc being subtended by a chord bearing and distance of South 86°18'42" West, 177.70 feet; thence North 07°02'15" West, departing said Northerly right of way line and

along the boundary line of said RP 190, a distance of 50.00 feet; thence South 78°41'33" West, continuing along said boundary line, 70.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast; thence Northwesterly along said Northerly line the following 21 courses: Course 1, thence North 30°31'09" West, 57.09 feet; Course 2, thence North 59°28'51" East, 15.00 feet to the point of curvature of a curve concave Westerly having a radius of 225.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 353.43 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 14°28'51" East, 318.20 feet; Course 4, thence North 30°31'09" West, 1215.00 feet; Course 5, thence North 59°28'51 East, 173.41 feet; Course 6, thence North 30°31'09" West, 300.00 feet; Course 7, thence North 59°28'51" East, 80.00 feet; Course 8, thence North 30°31'09" West, 300.00 feet; Course 9, thence North 59°28'51" East, 79.56 feet; Course 10, thence North 19°12'34" West, 1199.35 feet; Course 11, thence North 39°07'43" West, 238.04 feet; Course 12, thence South 89°59'53" West, 270.01 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 13, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 00°00'07" East, 300.00 feet; Course 14, thence North 89°59'53" East, 50.00 feet; Course 15, thence South 53°08'54" East, 63.20 feet; Course 16, thence South 30°31'09" East, 6.35 feet; Course 17, thence South 59°28'51" West, 1066.59 feet; Course 18, thence North 30°31'09" West, 660.00 feet; Course 19, thence South 59°28'51" West, 253.41 feet; Course 20, thence North 30°31'09" West, 468.41 feet; Course 21, thence South 59°28'51" West, 300.00 feet; thence North 89°14'34"West, continuing along said Northerly line and its Westerly prolongation, 125.81 feet to a point lying on the Westerly line of said Section 24; thence North 00°46'05" East, along said Westerly line, 1907.73 feet to the Northwesterly corner thereof, said corner also being the Southwesterly corner of said Section 13; thence North 01°12'31" West, along the Westerly line of said Section 13, a distance of 5279.19 feet to the Point of Beginning.

Less and Except Tract 12, also known as Tract "A", as described and recorded in Official Records Book 1907, Page 1119, of the Public Records of Flagler County, Florida.

Containing 1006.37 acres, more or less.

EXHIBIT "B"

LEGAL DESCRIPTIONS OF THE ADDITIONAL PROPERTY

LOT 10 OF BLOCK 14, OF PALM COAST, MAP OF ZEBULAH'S TRAIL, SECTION 63, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 18, AT PAGE 28, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

AND

RESERVED PARCELS D-3 AND F-4, OF PALM COAST, MAP OF ZEBULAH'S TRAIL, SECTION 63, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGE 29 AND 31, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "C"

CONCEPTUAL MASTER PLAN

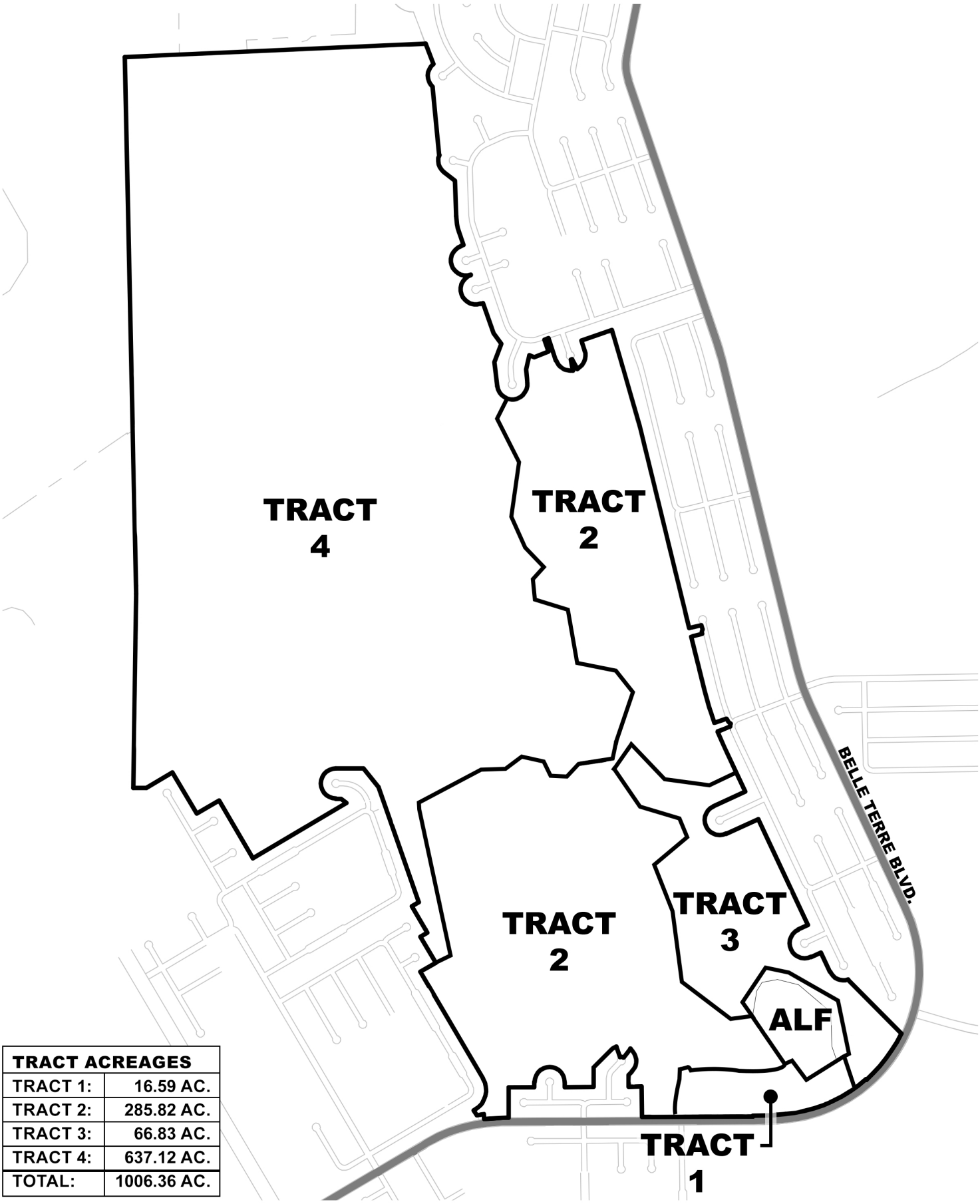
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SINGLE FAMILY
SUMMARY TOTALS:
98 - 20' TOWNHOMES
144 - 40' LOTS
195 - 50' LOTS
32 - 60' LOTS
469 LOTS TOTAL
APRIL 28, 2026
N
300'
PROPOSED BORROW PIT ACCESS ROAD
PROPOSED BORROW PIT
ZAUB TRAIL
20' STABILIZED EMERGENCY ACCESS ROAD
WILDLIFE CROSSING
AGE RESTRICTED-ACTIVE ADULT
92 - 40' LOTS (42%)
94 - 50' LOTS (43%)
32 - 60' LOTS (15%)
218 LOTS TOTAL
UPLAND AREA: 155.45 Ac.
WETLAND IMPACTS: 7.68 Ac.
GATED ACCESS TO AGE RESTRICTED ACTIVE ADULT
ZONAL COURT
ZONAL GERANIUM TRAIL
20' STABILIZED EMERGENCY ACCESS ROAD
WILDLIFE CROSSING
WILDLIFE CROSSING
SINGLE FAMILY RESIDENTIAL
2 - 40' LOTS (2%)
MULTI-FAMILY RESIDENTIAL
98 - TOWNHOME LOTS (98%)
100 LOTS TOTAL
WILDLIFE CROSSING
WILDLIFE CROSSING
SINGLE FAMILY RESIDENTIAL
50 - 40' LOTS (33%)
101 - 50' LOTS (67%)
151 LOTS TOTAL
50' R/W COLLECTOR ROAD
BELLE TERRE BOULEVARD
JUNK YARD
KANKAKEE RUN

EXHIBIT "D"

TRACT MAP

ON FOLLOWING PAGE



TRACT ACREAGES	
TRACT 1:	16.59 AC.
TRACT 2:	285.82 AC.
TRACT 3:	66.83 AC.
TRACT 4:	637.12 AC.
TOTAL:	1006.36 AC.

Magnolia Trace - Palm Coast

Exhibit D: Tract Map

29 April 2026

Note: This land plan and/or rendering is conceptual and is subject to review, change and approval by several governmental agencies to meet environmental, technical and other standards. This plan was completed based on limited information, therefore all acreage figures are unofficial and are subject to change.

0' 600' 1200'

N

T:\2022\22-233\Graphics\Tract Map\22-233 Exhibit D Tract Map.psd

ETM
ENGLAND-THIMS & MILLER

EXHIBIT "E"

Magnolia Trace
Land Use Conversion Table

Trip Generation Rate Calculations			
Land Use	*ITE LUC*	*Independent Variable*	*PM Peak Hour Ave Trip Rate*
Single-Family Detached Housing	210	DU	0.93
Multi-family Low-Rise	220	DU	0.52
Multi-family Mid-Rise	221	DU	0.38
Senior Adult Housing—Single-Family	251	DU	0.29
Senior Adult Housing—Multifamily	252	DU	0.25

Note: Average PM peak hour trip rate calculated using the following criteria:
1) Trip rate from the ITE's Trip Generation Manual, 12th Edition
2) No Pass-by considered
3) No Internal Capture considered

TO: / FROM:	Single-Family Detached Housing (DU)	Multi-family Low-Rise (DU)	Multi-family Mid-Rise (DU)	Senior Adult Housing—Single-Family (DU)	Senior Adult Housing—Multifamily (DU)
Single-Family Detached Housing	1	1.79	2.4474	3.2069	3.7200
Multi-family Low-Rise	0.56	1	1.3684	1.7931	2.0800
Multi-family Mid-Rise	0.41	0.7308	1	1.3103	1.5200
Senior Adult Housing—Single-Family	0.31	0.5577	0.7632	1	1.1600
Senior Adult Housing—Multifamily	0.27	0.4808	0.6579	0.8621	1

Example: Convert 100 Du's of Single Family Residential to Multi-family Low-Rise

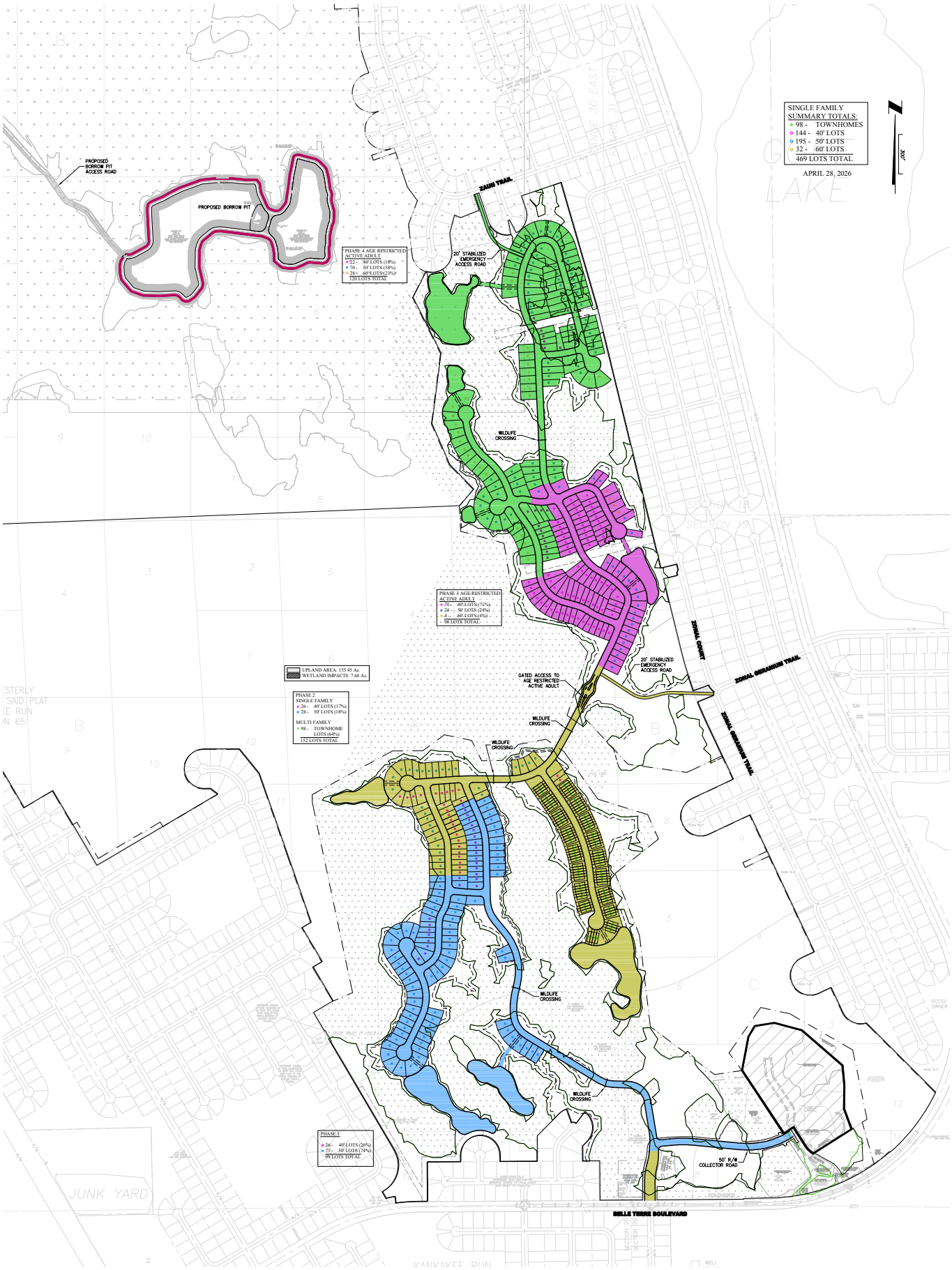
100 x 1.79 = 179

100 Single Family Dwelling Units is equivalent to 179 Multi-family Low-Rise units

EXHIBIT "F"

PHASING PLAN

ON FOLLOWING PAGE


SINGLE FAMILY
SUMMARY TOTALS:
98 - TOWNHOMES
144 - 40' LOTS
195 - 50' LOTS
32 - 60' LOTS
469 LOTS TOTAL
APRIL 28, 2026
N
300'
PROPOSED BORROW PIT ACCESS ROAD
PROPOSED BORROW PIT
PHASE 4 AGE RESTRICTED ACTIVE ADULT
52 - 40' LOTS (18%)
70 - 50' LOTS (58%)
28 - 60'LOTS(23%)
120 LOTS TOTAL
ZAHS TRAIL
20' STABILIZED EMERGENCY ACCESS ROAD
WILDLIFE CROSSING
PHASE 3 AGE RESTRICTED ACTIVE ADULT
70 - 40'LOTS(71%)
24 - 50' LOTS (24%)
4 - 60'LOTS(4%)
98 LOTS TOTAL
UPLAND AREA: 155.45 Ac.
WETLAND IMPACTS: 7.68 Ac.
PHASE 2
SINGLE FAMILY
26 - 40' LOTS (17%)
28 - 50' LOTS (18%)
MULTI FAMILY
98 - TOWNHOME LOTS (64%)
152 LOTS TOTAL
ZONAL COURT
ZONAL GERANIUM TRAIL
20' STABILIZED EMERGENCY ACCESS ROAD
GATED ACCESS TO AGE RESTRICTED ACTIVE ADULT
WILDLIFE CROSSING
PHASE 1
26 - 40' LOTS (26%)
73 - 50' LOTS (74%)
99 LOTS TOTAL
50' R/W COLLECTOR ROAD
BELLE TERRE BOULEVARD
JUNK YARD
KANKAKEE RUN

Phase II & Phase III Archaeological Investigations of the Gore Lake Mound (8FL00029) Flagler County, Florida

Flagler County Parcel Identification Number:
24-12-31-4140-00T40-0000

Prepared for:
GreenPointe Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256

Prepared by:
Dana Ste.Claire, M.A., RPA
Christina Cole, M.A.
Laura Potts Warde, M.A.
Heritage Cultural Services, LLC
St. Augustine, Florida

December 2025

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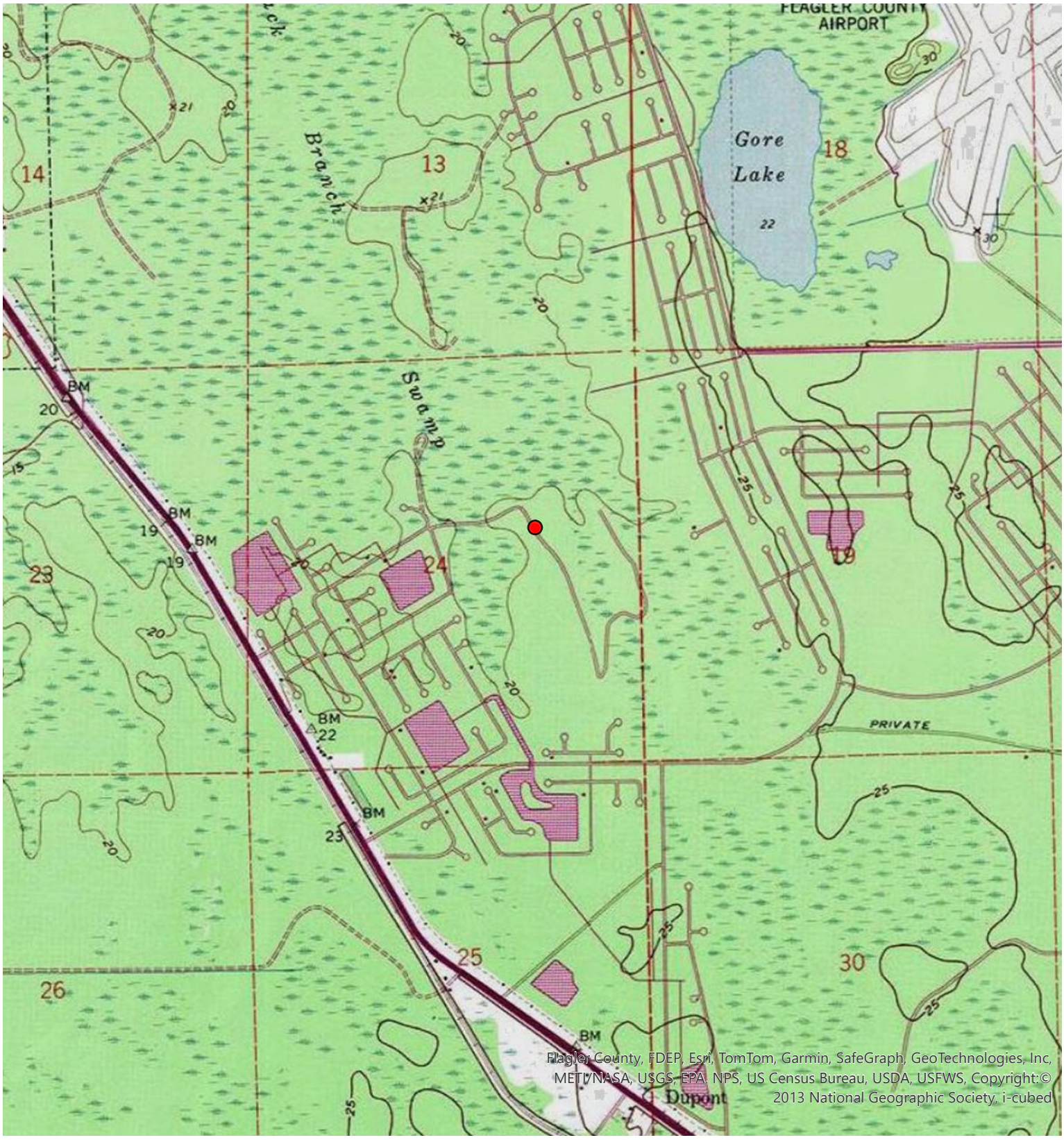
Introduction

This document reports the findings of an Phase II & III archaeological investigations and mitigative excavations of the Gore Lake Mound (8FL00029) located in the proposed GreenPointe Magnolia Trace development property located in the City of Palm Coast, Florida, conducted for GreenPointe Developers, LLC, Jacksonville, Florida, to meet site evaluation and related cultural resource assessment requirements of the City of Palm Coast, and in anticipation of meeting any future state and federal agency cultural resource requirements. The purpose of the study, conducted October - December 2025, was to investigate the integrity of the Gore Lake Mound (8FL00029) and evaluate its potential eligibility for nomination to the *National Register of Historic Places*. The authority for this procedure is Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Chapters 267 and 373, Florida Statutes. This report is designed to provide the City of Palm Coast with information resulting from the subject cultural resource assessment survey for their compliance review regarding the potential adverse impact of the proposed Magnolia Trace development on 8FL00029.

The Phase II & III investigations (mitigative excavations) of the Gore Lake Mound (8FL00029) falls within the proposed GreenPointe Magnolia Trace development property located north of Belle Terre Parkway in the City of Palm Coast, Flagler County, Florida; Section 24, Township 12 North, Range 30 East (Flagler County Parcel Identification Number: 24-12-31-4140-00T40-0000) (see site location figures). These project perimeters bound the **Area of Potential Effect (APE)** as defined by Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665) as amended.

The Phase II and III archaeological investigations were conducted for the City of Palm Coast to assess any potential cultural resources that may occur on the subject property. A review of the Florida Master Site File determined that 8FL00029 was potentially eligible for listing in the *National Register of Historic Places*. Based on this Florida Master Site File information and data from environmentally similar areas in Palm Coast and Flagler County, the City of Palm Coast recommended that a professional archaeological investigation be conducted at the subject site to determine site condition, integrity and NR status.

A search of the Florida Master Site File (FMSF), Florida Division of Historical Resources, Tallahassee, indicated that other historical and archaeological sites were located in the general area of but not in proximity to 8FL00029 (see attached FMSF maps and lists). The FMSF database was examined thoroughly to identify any cultural resources that may be located near the study area, and to develop a project-specific site predictive model as part of a comprehensive research design.



Legend

Gore Lake Mound (8FL00029)

0 250 500 1,000 1,500 2,000 Meters

N

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Topographic Location Map

Phase III Investigations of Gore Lake Mound (8FL00029)

Flagler County, FL

Information represented on this map is for planning purposes only.

Date: October 05 2025

Scale: 1:24,000

Source: USGS 7.5' Topographic Quadrangle (Flagler Beach West, FL 1956)

Figure: 1



Legend

Gore Lake Mound (8FL00029)

0 50 100 200 300 400 Meters

N

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Topographic Location Map

Phase III Investigations of Gore Lake Mound (8FL00029)

Flagler County, FL

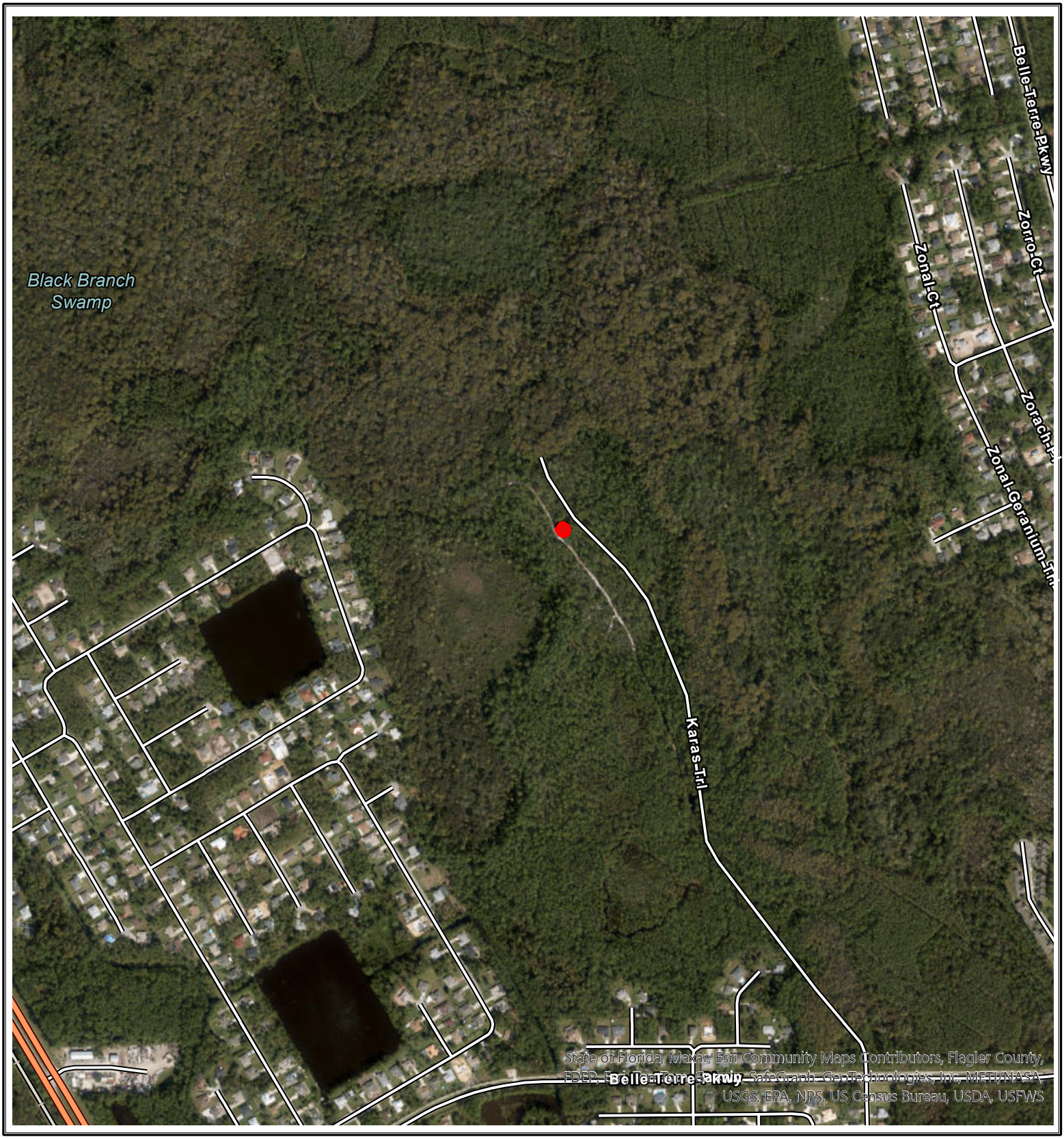
Information represented on this map is for planning purposes only.

Date: October 05 2025

Scale: 1:5,000

Source: USGS 7.5' Topographic Quadrangle (Flagler Beach West, FL 1956)

Figure: 2



Legend

Gore Lake Mound (8FL00029)

0 75 150 300 450 600 Meters

N

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Aerial Location Map

Phase III Investigations of Gore Lake Mound (8FL00029)

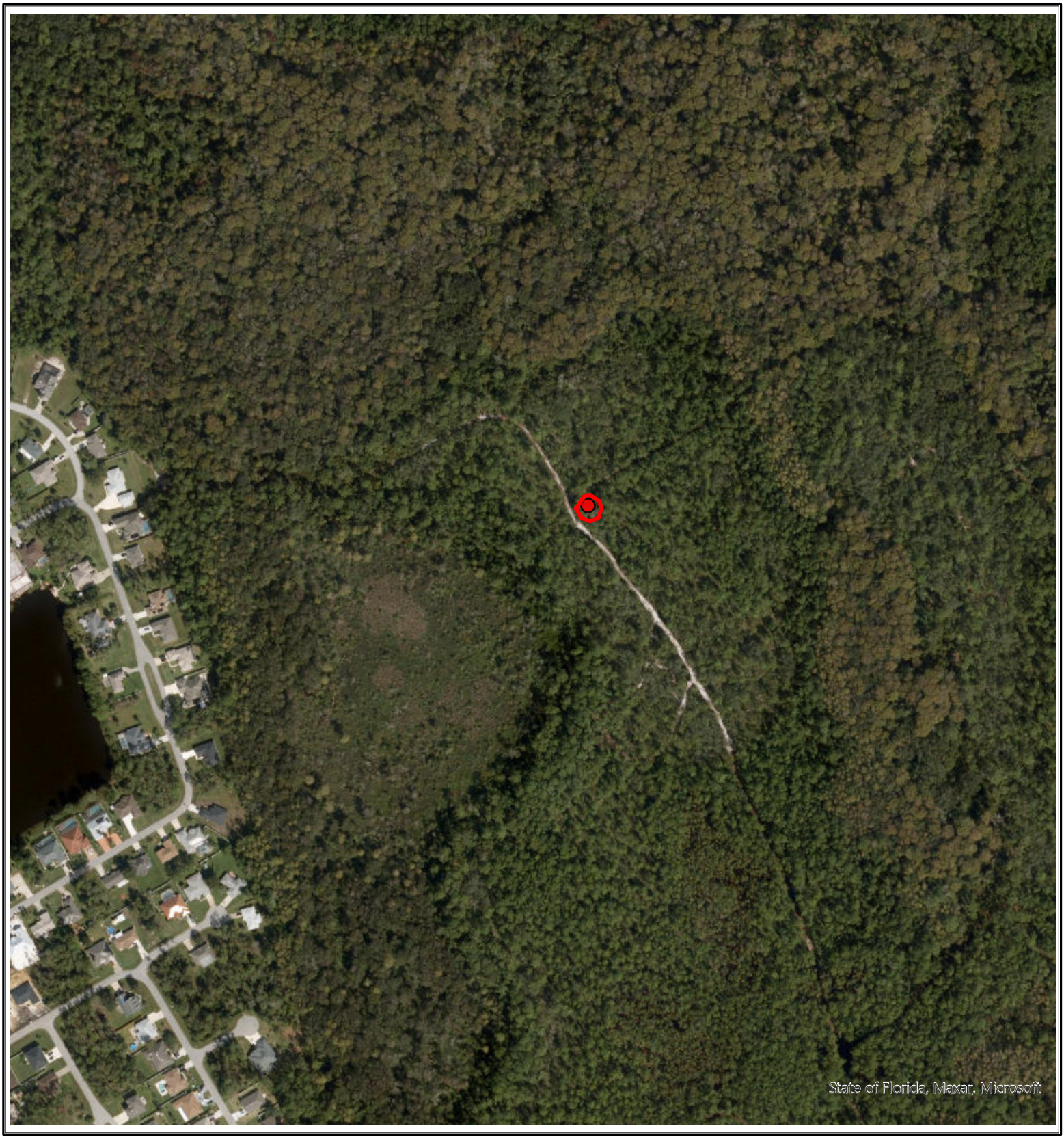
Flagler County, FL

Information represented on this map is for planning purposes only.

Date: October 05 2025

Scale: 1:10,000

Figure: 3



Legend

Gore Lake Mound (8FL00029)

0 50 100 200 300 400 Meters

N

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Aerial Location Map

Phase III Investigations of Gore Lake Mound (8FL00029)

Flagler County, FL

Information represented on this map is for planning purposes only.

Date: October 05 2025

Scale: 1:5,000

Figure: 4



Legend

Gore Lake Mound (8FL00029)

0 7.5 15 30 45 60 Meters

N

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Aerial Location Map

Phase III Investigations of Gore Lake Mound (8FL00029)

Flagler County, FL

Information represented on this map is for planning purposes only.

Date: October 05 2025

Scale: 1:1,000

Figure: 5

Cultural Prehistory of Flagler County

Prehistoric peoples have inhabited Florida for at least 15,000 years. The earliest stages are pan-Florida in extent while later cultures exhibited differing cultural traits in the various archaeological areas of the state. Milanich and Fairbanks (1980) and Milanich (1994) have synthesized the earlier work of John Goggin (1952) and others in east Florida in their model of cultural prehistory in Northeast Florida, of which Flagler County is part. Their chronology, as modified by recent archaeological research, will be followed in a brief overview of the prehistoric development in this region, which includes the project area. This cultural sequence provides a framework for the understanding and evaluation of archaeological sites in the project area.

The Gore Lake Mound (8FL00029) is located in the East-Central archaeological region of Florida as defined by Milanich and Fairbanks (1980:22) and Milanich (1994). This region extends from the St. Mary's River to the north and south to the vicinity of Vero Beach on the Atlantic Coast and includes the St. Johns River drainage and most of the eastern coastal lagoon regions.

The PaleoIndian Period

The first discoverers of the New World were the Siberians of East Asia. More than 20,000 years ago, possibly as early as 40,000 years ago, prehistoric hunters crossed into North America from Asia over the Bering Strait land bridge, a continental link created by shrunken seas during the Ice Age.

Following food supplies, mainly roaming herds of large mammals such as mastodons and mammoths, the Asians migrated throughout the Americas, eventually finding their way into Florida some 15,000 years ago. Many archaeologists believe that these early Floridians, called PaleoIndians, relied, in part, on the coastal regions for food and other resources. If so, the areas they once inhabited are now under water because ancient coastlines were miles beyond where they are today due to the lower sea levels of the time. If they have survived the destructive nature of rising sea levels, these archaeological sites will be found far offshore, possibly along relic river channels, the past freshwater environs where indigenous people tended to concentrate. This phenomenon may explain why archaeologists have such a difficult time finding evidence of early humans in Florida, especially along the coasts.

Recent research on Paleoindian sites in and along the Aucilla River in northwest Florida, particularly the Page-Ladson site, has changed the thinking on early prehistoric peoples in Florida and the Southeast (Dunbar 2012; Halligan 2012; Webb 2006). Based on these archaeological investigations and the data produced, it is generally believed that Paleoindian settlement was more specialized and sedentary than once thought, particularly in how Pleistocene megafauna such as mastodons were hunted and processed. The lithic tool assemblage associated with these early prehistoric activities is sophisticated and specialized.

While it is likely that they inhabited the area, PaleoIndian artifacts are infrequently found in Flagler County and its surrounding areas. Most have been recovered from the St. Johns River by divers who often find them in association with the fossil remains of early mammals such as elephants and bison, which were hunted by the PaleoIndians. These associated remains seem to indicate that Florida's earliest residents were taking and later butchering animals at river fords where the large creatures were temporarily incapacitated as they waded across the water. Archaeologists refer to these locations as "kill sites."

The Florida environment during PaleoIndian times was much different than today. The climate was cooler and drier, and freshwater was more difficult to find due to lower sea levels. Forests of hardwoods, mostly oak and hickory, grew alongside of open prairies. Here, PaleoIndians coexisted with and hunted an unusual variety of Pleistocene mammals which once lived in Florida such as giant ground sloths, horse, bison, llamas, giant armadillos, huge tortoises, peccaries and several types of elephants. They hunted many species of smaller animals, as well. Subsistence was of primary concern to these early people whose lifestyles were largely dictated by the migratory patterns and movements of game. The principal PaleoIndian diet was supplemented by wild plants, nuts, berries and food resources from the coasts.

PaleoIndians used specialized stone tools, the most characteristic of which are slightly waisted spear tips known as Suwannee and Simpson projectile points. Hundreds of these points have been found throughout Florida in rivers, suggesting that they were lost during game ambushes at river crossings.

The Archaic Period

About 6,000 B.C., the Earth's climate changed, and a warming trend caused glaciers to melt and release a tremendous amount of water into the ocean. Consequently, sea levels began to rise dramatically, changing the shape of the coastlines of Florida. The warmer temperatures and abundance of water caused a change in the environment and extensive hardwood forests gave way to pines and oaks, and swamp forests emerged. This was the end of the last great Ice Age.

It was during this period that the large mammals that once characterized Pleistocene Florida disappeared. In a new landscape that looked very similar to what St. Johns County does today, lessor mammals flourished. The new environment produced a variety of new food sources which prehistoric people adapted to with new technology. These events marked the beginning of the Florida Archaic period.

About 6,000 years ago, Archaic period hunters and gatherers began to expand out of the central highlands of Florida around Ocala and Gainesville and move into areas along the St. Johns River where they discovered an abundant supply of fish, game, and freshwater shellfish, mainly snail and mussel. By 4,000 B.C., prehistoric peoples were well established along the river, living there year-round rather than seasonally. For the first time, people became more sedentary in lifestyle, settling in one area. A stable supply of food found in the river environs attracted and supported more people and eventually large

villages and ceremonial centers began to emerge. These Archaic populations are known archaeologically as the Mount Taylor culture, named after the Mount Taylor site, a freshwater shell mound on the St. Johns River.

Perhaps the most significant of these sites is the archaeologically acclaimed Tick Island site on the St. Johns River to the southwest. Evidence from this site suggests a large and complex society once lived there, which practiced organized ceremonialism. Some of the earliest pottery in North America has been recovered from Tick Island along with a spectacular array of artifacts. Unfortunately, most of these were salvaged as the shell mound was being mined for road fill in the 1960's. Radiocarbon dates associated with human burial remains recovered from the site prior to its destruction indicate that Tick Island was well established by 4,000 B.C.

The Orange Period

The Archaic tradition, or the way Archaic peoples lived, continued for some time. The practice of hunting, gathering of food, and fishing, including the taking of shellfish, provided the food resources for prehistoric peoples to survive in many areas of St. Johns County.

Around 4,000 years ago or about 2,000 B.C., the technology of pottery-making was acquired by the Archaic people of Northeast Florida. The earliest forms of pottery were made from locally gathered clays mixed with plant fibers. When fired, the bodies of these ceramic vessels became orange in color. This recognizable pottery type, evidenced by its color and the presence of fiber impressions throughout, is used by archaeologists to identify the Orange or Late Archaic cultural period in St. Johns County, a continuation of the Archaic lifestyle with the advantage of pottery vessels. Orange period sites along the St. Johns River have produced the oldest dates for pottery in North America. The earliest pottery vessel forms are rectangular-shaped and were probably modeled after baskets.

It is generally believed that it was during the Orange period that prehistoric peoples were attracted to the coasts of Flagler County by a new food source created by a changing environment. An abundance of shellfish, produced by developing estuaries, caused inhabitants of the St. Johns River basin to migrate to the coastal regions of Northeast Florida and develop a new but similar means of subsistence. The settlement model for this period theorizes that the coastal resources supplemented the freshwater river lifestyle rather than replace it entirely. For some time, it has been believed that prehistoric groups of this time made seasonal rounds to and from the coasts from their permanent villages along the St. Johns River. These seasonal migrations are suggested to have taken place during the winter months when foods other than marine shellfish were scarce or not available.

However, evidence from the lower Tomoka River Basin in northeastern Volusia County and from other coastal areas indicates that Late Archaic peoples were living along the coasts of Northeast Florida year-round rather than at certain times of the year. Archaeological research conducted in St. Johns, Volusia, Flagler, and Duval Counties,

reveals that Orange period people were collecting and eating a variety of coastal resources throughout the year. Many of the sites researched are coquina middens, formed by the discarded remains of beach clams that were gathered from the seashore rather than estuaries. These tiny clams were collected in mass and cooked and eaten as a broth. Orange fiber-tempered pottery recovered from Late Archaic period coastal sites indicates that prehistoric peoples were using these areas about 4,000 years ago.

It is likely that Archaic period peoples were living in the coastal regions prior to the Orange period. Investigations at the Strickland Mound complex in Tomoka State Park have revealed extensive coquina middens that contain no pottery. These shell middens along with an early mounded burial may suggest that prehistoric groups had settled the east coast long before what is currently accepted. Rather than making seasonal rounds to and from the St. Johns River and the coast, it is likely that prehistoric people in St. Johns County and, in general, Northeast Florida, beginning with the Mount Taylor period, settled the two regions simultaneously, finding in both environments the resources necessary to support themselves year-round. Small Archaic period sites along the upper reaches of interior drainages may be short-term hunting or collecting stations, which were used by small groups who traveled from their permanent villages on the coast or river to gather food over a period of several days. These activities would allow people to maintain permanent residences in either location, with shellfish and fish providing the primary means of food, while gathering resources from surrounding areas.

The St. Johns Period

The end of the Orange period is characterized by changes in pottery types resulting from different tempering agents, including sand, which were used along with or in place of fiber. By 500 B.C., Orange pottery was replaced by a chalky ware known as St. Johns. The introduction of this ceramic type marks the beginning of the St. Johns cultural period, a way of life that spans two millennia, lasting until the arrival of European explorers around 1500. While much larger in number, prehistoric populations of this period practiced the same pattern of living developed by Archaic peoples centuries before, including shellfish harvesting, hunting, fishing, and plant collecting. It was also during this period that domesticated plants, mainly corn and squash, were used for the first time.

The St. Johns people occupied two major regions of Northeast Florida, the St. Johns River basin to the west and the environmentally rich estuaries of the intracoastal waterways of the east coast. Abundant resources in both areas allowed prehistoric populations to grow and expand throughout these regions of the county, establishing permanent villages and ceremonial and political centers at locations where food was most plentiful. Both the river and coastal regions are marked by enormous shell mounds, the remains of prehistoric foods – snail and mussel in the freshwater environs and oyster, clam and coquina on the coasts, all of which served as the staple for the St. Johns diet for centuries. In particular, it was the shell mounds of the east coast such as Turtle Mound in Canaveral National Seashore Park and Green Mound in Ponce Inlet that grew to colossal

proportions. These coastal shell heaps represent the largest shell middens in North America.

Because of an abundance of fish and shellfish in the estuarine regions of St. Johns County, St. Johns people lived in many areas along the intracoastal waterways other than the densely populated areas of river basins. This is evidenced by the numerous oyster middens and burial mounds known for the Intracoastal areas in Flagler, St. Johns, and Volusia Counties.

St. Johns period sites abound along the St. Johns River to the west, as well, indicating that prehistoric activity in the river basin during this cultural period was extensive. Here, enormous shell mounds and sprawling middens are composed of freshwater snail instead of oyster. The largest of these, Tick Island, was a focal point for St. Johns people as well as Archaic hunters and gatherers. Tick Island and other large sites likely were areas where St. Johns populations concentrated and consequently developed political and ceremonial systems to organize their complex societies.

Less is known about the inland occupations of St. Johns people, those that occur between river and coast. It is clear, however, that these areas were being used during the St. Johns period, this evidenced by interior sites such as Grand Haven Hammock (8FL00181) and Grand Haven Cove (8FL00174) in Flagler County. Freshwater snail and coquina middens found along inland lakes, ponds, swamps and other drainages suggest that some St. Johns people were well adapted to these areas, living selectively, seasonally or year-round within the interior portions of the region.

The late St. Johns period peoples were known historically as the Timucuan Indians in Flagler County and in Northeast Florida, a name that was given to them by the early European explorers. The ethnographic works of the French artist Jacques le Moyne in 1564 and other early descriptions provide archaeologists and historians with invaluable information regarding the lifestyles of the Timucua and their prehistoric ancestors. These early documentations, coupled with archaeological information, give us a relatively accurate profile of native life.

We know from this information that in addition to collecting shellfish from local waters for food, native Floridians also hunted, with bows and arrows and spears, deer and many other animals – even alligators, and fished, and trapped turtles and birds. Plants, roots, nuts, mainly acorns and hickory nuts, and berries were also gathered for food. A popular method of cooking foods involved the stewing and boiling of meats and plants in various combinations in a large pottery "kettle." Fish and animals were barbecued whole and preserved on smoke racks made of wood and crop harvests were stored in corncribs. Later, some native groups learned to grow corn, beans, squash, pumpkins, and other domesticated plants, a renewable source of food that ensured a stable diet. It is thought that in the spring some of these groups would abandon their large coastal villages, divide into smaller farming groups, and grow crops in the fertile grounds of the St. Johns River Valley and around the interior lakes of Central Florida.

Some Timucuan villages were fortified by a palisade line or a wall made of sharpened, upright timbers. A village often had a large community house in its center where ceremonies, religious activities, and political gatherings took place (Worth 1998). This central structure was where the chief presided, as well. Surrounding the community center were smaller huts that housed families. These houses were circular and dome-shaped in form with palmetto-thatched walls and roofs. Inside, wooden benches were used for sitting and sleeping. While the Timucuan attire was brief, sometimes consisting of strands of Spanish moss, their practice of body ornamentation and use of jewelry made for some richly decorated natives. Chiefs and other important members of the community were often tattooed from head to foot, a symbol. of authority. Men wore their hair up in a "top knot" usually with feathers or stuffed animals adorning their heads. Dyed fish-bladder ear plugs and long shell and bone pins were worn by both men and women. Jewelry, finely crafted and colorful, was made of shell, pearls, bone, wood, stone, and metal.

Accustomed to life near the water, prehistoric peoples used dugout wooden canoes for transportation and hunting in the extensive waterways of the Intracoastal and the St. Johns River. The dugouts were made by felling a tree, usually a pine or cypress, and hollowing out the body by burning and scraping away the interior wood. Many of these wooden vessels have been recovered from the bottom of lakes and rivers throughout the county area.

Regional Settlement Patterns

Prehistoric and Historic Settlement in the Pellicer Creek Basin

While prehistoric settlement in Northeast Florida occurs predominantly in the coastal regions and the St. Johns River Basin, prehistoric sites are also known for interior creek basins in the region. Prehistoric sites, especially those of later cultural periods, have been identified for the Pellicer Creek Basin located north of the subject parcel in Flagler and St. Johns Counties. These include two site complexes at Faver-Dykes State Park (8SJ00035, 8SJ03133, 8SJ03742) (see Payne and Griffin 2000).

Prehistoric settlement is evidenced in the basin from the mouth of Pellicer Creek inland. The Wadsworth Midden (8FL00012) is an extensive shell midden located at the mouth of the creek at the Intracoastal Waterway. Francis Pellicer owned and farmed a grant of 1,000 acres which includes this area (Payne and Griffin 2000).

Farther up Pellicer Creek westward are the Rhotan Middens (8SJ03203 and 8SJ03204). The site was investigated by Andrew Douglass who in the late 19th century recorded what little we know about the midden: "Immediately opposite this mound (Marineland Midden, 8FL002), Pellicer's Creek opens out on the western side of the lagoon, and following up its course about three miles we reach on the north bank, Rhotan Landing, where a shell bank and field indicate an early Indian village. Three-quarters of a mile westward from this landing is a sand mound known in my records as Rhotan Mound. The distance between this and Dupont's Shell Mound is about five miles, about one and a half miles of which constitute the breadth of the Lagoon" (Douglass 1885:76).

Miller (1978) identified Rhotan Landing on the north bank of the Pellicer Creek as one of four inland ceremonial mounds in the Pellicer Creek Basin. Douglass describes this complex in detail: "the Rhotan Mound … is the first Indian Mound I had the opportunity of exploring. Its form was that of a truncated cone, with unusually steep sides, rising at an angle of forty-five degrees. Its height above the trench at its base was twenty-two feet, and above the natural level of the old fields in which it stood, eighteen feet. The summit was a slightly convex plateau of thirty feet in diameter and the diameter of the mound at its base was eighty-five feet. It was composed of a fine cream-colored siliceous sand, and at the time I visited it, it was covered, both summit and sides, with a moderately thick growth of trees, some of them fifteen inches in diameter. The sand composing this mound had evidently been taken from the trench at its base, but it was now doubtless reduced in depth by the washings from above, during the lapse of centuries, and it melted so gradually and imperceptibly into the remote level of the plain that it was impossible to determine where the excavation terminated. The trench in its course about the mound was interrupted by three un-dug strips of the original level, equidistant from each other. They were about six feet in breadth and were a very marked characteristic of the base. It might be inferred that the aboriginal constructors had a special reverence for this peculiar figure, attaching to it some religious or superstitious signification, but I imagine it was simply the design of the savage to reduce the labor of ascending with his load, when the increasing width of the trench compelled him to take it from a distant point. Gathering the

soil in baskets from the widening excavation, he must descend into the trench, and again ascend the soft, fresh sand upon the steep slope of the mound, but by reserving this natural causeway he could avoid the extra descent and reach the slope at a point considerably above the base and have a reduced proportion of the soft slope to encounter. The exploration of this mound was the work of several days, and not very fruitful in results. Burials, no doubt original ones, were found ten feet from the summit, but too decayed to be preserved or gathered. They comprised bones massed together with the skull on top, occupying a space about two feet by ten inches. The adjacent soil was slightly discolored by the red paint with which they had been coated, frequently only a few teeth were discernable. It was impossible to estimate the probable number of burials--a matted mass of beads was exhumed at a depth of five feet, and, at a depth of four feet but quite apart from each other, were found three celts and two fine quartz pebbles, one grooved as a sinker, the other evidently at one time fitted with a handle and used as a skin polisher. I have singled out this mound rather as exhibiting the natural causeways designed to save labor. I rarely observed it in mounds of moderate height, say six to ten feet, but on larger mounds the idea was expressed in some similar way (1885:76-77). The Pellicer Mound (8SJ00035) complex, now inventoried as part of the Rootan Branch Complex and Mounds by the Florida Master Site File (a complex that includes both prehistoric and historic archaeological sites, are all part of this regional settlement model.

It is evident from the prehistoric sites known for the area that the Pellicer Creek basin was used by prehistoric populations for habitation, subsistence and religious/ceremonial practices. The lower basin areas are characterized by extensive shell middens that line the mouth of the creek, sites that represent food-gathering activities over thousands of years. The immediate upper basin sites served a different purpose, primarily for habitation and as ceremonial centers.

Early historic period activity is also known for the Pellicer Creek Basin, as well. A raised causeway, a portion of the King's Road, is found at the southern boundary of the Double Bridges development parcel on and just north of Pellicer Creek. It measures 30 meters north to south and is approximately three meters wide. Another section of causeway occurs on the south side of Pellicer Creek, just south of the Double Bridges property line. This causeway runs south through the swamp approximately 50 meters from the remains of the wooden bridge over Pellicer Creek to Hulett Branch where a second grouping of pilings and iron spikes from an extinct wooden bridge were noted. These two bridges, located only a small distance apart, are undoubtedly the reason the "Double Bridges" landmark is named so. South of the second bridge, a raised causeway runs south through the swamp for about 95 meters to a point where higher ground begins.

Jones (1981:104) speculated that the earthen dam constructed at the Hewett sawmill complex was utilized as a portion of the King's Road to cross Hulett Swamp (also called Sawmill Swamp). Martin Hernandez's 1817 survey plat map shows the road crossing at the old Hewlett site with another road meeting the King's Road at this junction and only one road, the King's Road, leading southeast from this point.

Field survey work on Double Bridges development property (Ste.Claire 2002) led investigators to believe that the large amount of soil required to construct the raised causeway placed through the swamp north and south of Pellicer Creek was excavated from the upland terrace areas. These excavated areas are quite visible, with the road bed actually cutting through the ridges. Most likely, the wooden bridge was constructed first to allow wagons loaded with dirt easy access to the dump site. The fill work would then be gradually extended southward as logs were placed first with sand over these to make the roadbed usable. Sand for the raised causeway that was built south of the second bridge over Hulett Branch was taken primarily from the highly elevated sand ridges which characterize the southern portion of the Double Bridges site.

A possible earlier passage, cut or perhaps worn by usage through a portion of the upland terrace, was also noted during field work on the Double Bridges property. This area is located just west of the King's Road roadbed and leads directly to the northern bank of Pellicer Creek. This path is suspected to have been the original one used for fording Pellicer Creek prior to wooden bridge construction in 1772. It was also the likely fording place for perhaps the earliest and largest cattle drive conducted during the British Period.

Two Second Spanish Period plantations are known for the nearby Faver Dykes State Park. Joseph Hernandez developed a 455-acre agricultural operation in 1817 to supple his other operations. The remains of a worker’s residence related to this plantation during archaeological investigations of the State Park (Payne and Griffin 2000). Hepworth Carter was granted 1,800 acres in 1792 by the Spanish Governor of Florida. He brought his family and 26 slaves to establish his plantation with his residence at Hemming Point (Payne and Griffin 2000).

Florida's statehood in 1845 brought significant changes to administration of roads, with transfer of authority from Washington to Tallahassee, who then delegated responsibility to the counties. County commissions created local agencies to supervise construction and maintenance of roads. A committee was created in 1880 by the St. Johns County Board of County Commissioners to lay out a public road leading southward from St. Augustine to Pellicer Creek. This was accomplished by August that year by constructing two roads (the Carter Road and the Moultrie Road), which joined together about five miles south of the city, thus forming a single road to Pellicer Creek. The Carter Road followed the general path of the King's Road and was referred to by that designation in commission meetings (Adams, et al, 1997:34).

The historic Double Bridges crossing site and a remaining portion of the King’s Road were recorded to the Florida Master Site File as site numbers 8SJ04892 and 8SJ04893, respectively (Ste.Claire 2002).

William M. Jones, an avocational archaeologist from Jacksonville, recorded Hewitts Mill, a late 18th century sash-saw mill site, in 1981 following a lengthy field investigation of the site that mostly occurred in 1977. Jones published most of his research in an El Escribano article, the journal of the St. Augustine Historical Society (Jones 1981).

The Hewitt sawmill complex is located in the southeastern quarter of Section 47, Township 10 South, Range 30 East. The 18th century site is comprised of extant and intact earthenworks including dams, berms, races and borrow pits. The complex spans Hulett Branch, a tributary of Pellicer Creek, some 200 meters east-west and is 65 meters at its greatest length north-south. Extant portions of the site include the dam that has been washed out in areas, tail races (excavated canals) and two large borrow pits. Jones (1981) found remnants of a structure (the saw mill) in the form of a wooden platform. This platform remains inundated and preserved in the creek basin at approximately 30 centimeters below surface. The dam is approximately two to three meters high and measures approximately 16 feet (ca. five meters) in width; the borrow pits measure three to four meters in depth and shows well the extensive amount of earth removed to construct the dam. Jones (1981:93) comments on the interrelationship of these site components: "The Hewitt dam was constructed across Sawmill Swamp and Hulett Branch to attain the height of water needed to power the mill wheel. At the present time, the dam has a total of five breaks or openings and two doglegs that extend outward in a northerly direction. The total length of the dam including the doglegs is approximately 144 m. and the height about 2.5 m. above the swamp floor, and 3 m. above the buried floor. Dams of this size were probably built with the aid of horse-drawn scoops."

The Hewitts Mill site (8FL00014), with its 18th century complex of berms, dams, races, borrow pits, and structures, represents a highly significant historic resource. It is probable that it is the only site of its type in the state that exhibits the high degree of preservation, integrity and complexity present (Ste.Claire 2004).

The Tomoka River Basin

The Tomoka River to the south of the project area serves as a major drainage of a section of the Pamlico Terrace where its headwaters lie. Its source is the pine flatwoods east of the Tomoka Preserve and surrounding areas. Rainwater in this extensive recharge area is channeled through numerous swamps and minor drainages before becoming the Tomoka River proper. The Tomoka River traverses diverse ecosystems as it cuts through both the Atlantic Coastal Ridge and the Silver Bluff Terrace before emptying into the coastal lagoon, formed by the confluence of the Tomoka River and the Intracoastal (Halifax River). Water from the creek eventually flow into the Atlantic Ocean at inlets to the north and south. In places, the Tomoka River drainage has formed high sandy bluffs and steep banks as it eroded the relic dune ridges.

The Tomoka River basin is an important archaeological area in Florida, containing a broad range of prehistoric cultural resources including ceremonial mounds, extensive coquina and oyster shell middens, and burial mounds. Regarding prehistoric settlement in the basin, archaeological site location indicates that the indigenous inhabitants of the Tomoka basin, like the environmentally similar Pellicer Creek to the north and the Spruce Creek Basin to the south in (see Ste. Claire 1995; Payne 1985), were concentrated in the lower regions of the drainage in the estuarine areas. To date, no aboriginal sites have been located in the middle to upper reaches of the basin, despite the prehistoric availability of highly elevated areas for habitation, an adjacent source of freshwater, and

an abundance of natural resources. Despite this prehistoric availability of multiple environmental resources and highly elevated areas along the middle to upper portions of the Tomoka River, variables that define high probability areas in terms of archaeological site predictability, these regions of the basin apparently were not inhabited by prehistoric peoples.

Archaeological sites in the lower basin areas are well documented and include some of the most important prehistoric sites in Florida. Nocoroco (8VO00082), an extensive Late St. Johns period/Timucuan town documented by Spanish explorer Alvaro Mexia in 1605, is located at the northern tip of the Tomoka State Park peninsula (see Griffin and Smith 1949). Other large St. Johns period village sites have been recently documented for the lower basin (Austin and Ballo 1989). The Tomoka Mount Complex (8VO00081), a series of nine earthen mounds and an extensive shell midden composed primarily of coquina, is located in the western regions of the Tomoka peninsula. Research at this site (see Piatek 1992) has confirmed Archaic period associations for this mound complex. Radiocarbon dates from a large, mounded burial indicate that the mound was constructed approximately 4600 years ago. A burial at the top of the mound was dated to 2880 B.C., indicating that the site was used through the Late Archaic period.

Subsistence and seasonality data from the Tomoka Stone site (8VO02571) (see Russo and Ste. Claire 1992), a dense coquina midden located along the eastern border of the Tomoka peninsula on the Halifax River, indicate year-round occupation and a broad range of activities including fishing, shellfishing, hunting, collection of nuts and other plant materials, and tool manufacture and maintenance. The wide variety of activities suggests that an entire range of societal members and social groups may have occupied the lower Tomoka River basin. Construction of the Tomoka mounds, which current evidence suggests are all Archaic in origin, and seasonality and subsistence data from the nearby Tomoka Stone site, indicate that Middle to Late Archaic peoples in this area were well-adapted coastal dwellers who were sufficiently settled in year-round occupations based on the intensive exploitation of coastal resources, and were socially organized as to construct ritual burial mounds within large villages (Russo and Ste. Claire 1992).

Research in the lower Tomoka River basin has demonstrated that sites like Tomoka Stone and the Tomoka Mound Complex are no longer cultural anomalies, but reflections of cultural diversity and complexity during the Archaic period in Florida. These early villages provided the foundation for a lengthy continuum of prehistoric occupation in the lower Tomoka basin. Prehistoric settlement in these areas began in the Middle Archaic period and continued through the Late St. Johns period when European explorers made contact with the indigenous peoples of east Florida (see Ste. Claire 1992).

The Spruce Creek Basin

Spruce Creek serves as a major drainage of a section of the Pamlico Terrace where its headwaters lie (Griffin and Steinbach 1990). Its source is the pine flatwoods east of the Tomoka Preserve and surrounding areas. Rainwater in this extensive recharge area is channeled through three tributaries, one south from Samsula that eventually join and

form Spruce Creek proper. The creek traverses diverse ecosystems as it cuts through both the Atlantic Coastal Ridge and the Silver Bluff Terrace before emptying into the coastal lagoon, formed by Strickland Bay, Turnbull Bay, Rose Bay, and the Halifax River (the intracoastal waterway). Water from the creek eventually flow into the Atlantic Ocean at Ponce Inlet. Over time, the Spruce Creek drainage has formed high sandy bluffs and steep banks as it eroded the relic dune ridges.

The Spruce Creek basin is an important archaeological area in Florida, containing a broad range of prehistoric cultural resources including ceremonial mounds, extensive shell midden, burial mounds, and lithic scatter sites. Of interest is that the prehistoric inhabitants of the Spruce Creek basin were concentrated in the lower regions of the drainage and, to a lesser degree, along the upper reaches of the creek. To date, no aboriginal sites have been located in the middle sections of the basin, despite the prehistoric availability of highly elevated areas for habitation, an adjacent source of freshwater, and an abundance of natural resources. Prehistoric sites are well documented for the lower Spruce Creek basin (Piatek 1986; Volusia County 1989; Griffin and Steinbach 1990; Ste. Claire 1992, 1994) and reflect a reliance on the resource-abundant estuaries of the area. Sites in lower basin date to the St. Johns period (ca. 500 B.C. – A.D. 1500) when occupation of the coastal lagoon environments of east Florida was prevalent. For two millennia, the estuaries of Spruce Creek provided prehistoric inhabitants with stable food resources, enabling larger populations to settle the area.

These groups eventually developed complex social, political and religious systems to order increasing populations in the lower basin area, this evidenced by sites such as the Spruce Creek Mound, a large earthen ceremonial mound (Griffin and Steinbach 1990; Ste. Claire 1992:37), and numerous burial mounds (Piatek 1986; Ste. Claire 1994). It is probable that an extensive linear shoreline oyster midden along the southern shores of Turnbull Bay is the Indian Town of Caparaca, a Mayaca-influenced complex first documented by the Spanish explorer Alvaro Mexia in 1605. The density and types of artifacts recovered at the Moore site (Ste. Claire 1994) suggest a densely populated late St. Johns period village complex.

Few prehistoric sites have been located in the upper Spruce Creek basin, although enough have been located to establish an earlier occupation of the basin area. Archaeological sites found along the upper reaches of the creek, primarily along the tributaries, are small pre-ceramic Archaic period (ca. 3000 – 2000 B.C.) extractive camps evidenced in the form of spatially confined lithic scatters (Ste. Claire 1990). Sites like the McDonald Farm site (8VO02570), located approximately three miles from the lower estuarine regions of the creek, have produced Archaic stemmed projectile points and other lithic materials (Ste. Claire 1989). The McDonald Farm site artifact assemblage is dominated by debitage indicative of tool (hafted biface) repair, resharpening, and general maintenance, activities often associated with hunting stations (Ste. Claire 1990). Several other locations of preceramic Archaic deposits are known for other areas of the upper Spruce Creek basin (Ste.Claire 1990). Based on current data, it is surmised that these sites represent hunting stations that were used intermittently during the late Archaic by small groups hunting white tail deer and other game.

Despite the prehistoric availability of multiple environmental resources and highly elevated areas along the middle portions of Spruce Creek, variables that define high probability areas in terms of archaeological site predictability, these regions of the basin apparently were not inhabited by prehistoric peoples. To date, surveys of these areas have resulted in the discovery of no prehistoric sites (e.g., Ste.Claire 1996, 1995, 1991; Payne 1985; Cusick and Ste. Claire 1991). Payne (1985), in her survey of four parcels adjacent to the Sanctuary on Spruce Creek Subdivision properties, notes the "unexpected results" of her investigations, making reference to the discovery of no prehistoric sites in high probability zones.

Based on current data, prehistoric occupation of the Spruce Creek basin occurred predominantly in the lower, estuarine regions of the basin during the St. Johns period (after 500 B.C.). Use of the upper basin areas occurred intermittently during the Middle to late Archaic period (5000 – 1000 B.C.) where temporary extractive camps were occupied to hunt deer and collect other resources. Settlement of the middle basin areas was, at best, infrequent, and not visible archaeologically.

Historical Background

Florida's ownership during early historic times, from the 16th Century until 1821 when Florida became a Territory of the United States, was held by two distinctly different European nations. These settlers were primarily peoples we now define as Hispanic or citizens of the British Isles. The historic period settlers came into a land already occupied by thousands of Native Americans, whom they called Indians.

Florida's First Spanish Period occupation, from 1513 to 1763, was primarily by Spanish peoples. These early residents lived in defensible, rather tightly contained villages because their interface with the Native American population was often unpredictable. To date, historical documentation has not been found indicating that Spanish settlers from this period lived or farmed very far from the confines of St. Augustine, other than on Catholic mission sites. Many land grants were issued along Florida's east coast to Spanish citizens, but most of these properties were never developed.

Negotiations with Spain through the Treaty of Paris in 1763 transferred Florida (an area at that time much larger than present-day Florida) and the Mediterranean island of Minorca to Britain, in exchange for Havana, Cuba, captured a year earlier by the British. Possession of this territory of Florida gave Britain an unbroken line of colonies along the Atlantic seaboard of North America, from Canada to Florida. These colonies were obtained from France during the same treaty. Britain's governmental decision regarding the management of its newest colony, Florida, saw the split of the territory into two parts, East Florida and West Florida, with seats of government in each. The Apalachicola River served as the line of division between the two sections. Pensacola was chosen as seat of West Florida's government and St. Augustine was selected as the East Florida seat. Both sections had a governor appointed by the British government. East Florida's first colonial governor, Colonel James Grant, was appointed June 8, 1763, but did not arrive in St. Augustine until August 1764.

This British occupation of Florida is termed Florida's British Period, lasting only from 1763 to 1783, a twenty-year span. In 1783, another treaty between Britain and Spain returned Florida to Spanish ownership. This period, termed Florida's Second Spanish Period, ended in 1819 when Florida became an official territory of the United States. Historic documentation shows that the subject parcel’s irregular Section 47 (Township 10 South, Range 30 East) was originally part of an extensive 1,000-acre Second Spanish Period land grant, issued to Martin Hernandez in 1817 (Spanish Land Grants: 1821). Hernandez was a former colonist from a British plantation, the New Smyrna Colony. Approximately half of the Double Bridges property was once the northeast portion of this Second Spanish Period grant.

Under the British Period ownership, with a desire to quickly populate its two new colonies, a system of land grants was implemented for which interested British subjects could apply. Governor Grant's plan for settling East Florida was based on the development of a plantation economy, with large land grants issued to people who would produce agricultural products for which Britain's economy and citizens would benefit. A

colonist associated with one large British plantation, the New Smyrna Colony, located in southeast Volusia County, became the owner of Section 47, a portion of the Double Bridges property in St. Johns County. The former indentured colonist left New Smyrna in 1777 for a better life in St. Augustine and in later life became an 1817 grantee of land during Florida's Second Spanish Period. This grant was designated Section 47 during surveys conducted during Florida's Territorial Period.

A brief background on the formation of the British New Smyrna Colony and of its many European indentured colonists, who immigrated to East Florida to work on this plantation, is warranted. Dr. Andrew Turnbull and two wealthy, influential partners petitioned the British government in 1766 for large grants of land in East Florida. Two adjoining 20,000-acre tracts were surveyed south of the Ponce de Leon Inlet in Volusia County and granted to these partners. Andrew Turnbull's large grant joined the equally large William Duncan grant, located to the south adjoining Turnbull's land. The partners agreed, prior to actual development on this 40,000-acre plantation, that Turnbull himself would be plantation manager.

Rather than a completely slave-based enterprise (he did have black slaves on the plantation), Turnbull decided white Mediterranean people would be better suited for agricultural work in the semi-tropical, humid climate where the plantation would be sited. He first began recruiting colonists in Greece, then Italy and several other areas but did not find sufficient numbers of willing peoples. He turned to the island of Minorca, a recent British acquisition, and began campaigning for people willing to go to East Florida as indentured colonists.

On April 17, 1768, eight ships, carrying a total of 1,403 people (including Dr. Turnbull), sailed from Gibraltar for East Florida (Griffin1991: 28). Among the passengers, immigrating as indentured colonists, were Gaspar Hernandez, Margarita, his wife and their 12-year-old son, Mariano (anglicized to Martin in later years). These family members were all natives of Minorca (re: St. Augustine Historical Society Library vertical file). Martin was born April 18, 1756, in Mahon, Minorca. Gaspar is listed in The Minorcans of Florida as a caulker (Rasico1990:162). The New Smyrna Colony disbanded in 1777 when the colonists, including Martin Hernandez, left this plantation and moved to St. Augustine in hopes of a better life.

Research of grants issued during the British Period in the vicinity of the project area showed that a 300-acre grant was officially issued to John Hewitt (also spelled Hewett or Hewitt in various documents) on April 18, 1771 (Siebert 1929: 282-284). No survey map was found for this grant but the site of his sawmill, erected on Hulett Branch, a tributary of Pellicer Creek, next to Sawmill Swamp on Martin Hernandez's later 1,000-acre 1817 grant map (Spanish Land Grants: 1821) (Payne, Griffin: 2000:13). Whether the 300-acre grant extended north of today's Pellicer Creek and onto the project area cannot be determined. (Pellicer Creek was named the Little Matanzas River during the British Period; it was called North West and Pellicer Creek during the Second Spanish Period). At the end of March 1775, Hewett obtained a warrant of survey for a grant of 1,000 acres (Siebert: 1929: 282-284). The location of this 1,000-acre grant is noted in Siebert (1929:

282) as adjoining the 300-acre grant but on which side is not mentioned. It may or may not have included property bounded by the road corridor. Hewett may not have farmed his land, using only the trees on the acreage for lumber. His crews may also have logged trees on surrounding property not within his own grant boundaries (Payne and Griffin: 2000:13).

An article in the 1981 El Escribano journal (Jones 1981:102) discusses research and archaeological work conducted during the late 1970s at the site of the 18th Century Hewett water-powered sawmill. Remains of an 18th Century dwelling house were discovered west of the mill site. In a list compiled by William Gerard DeBrahm in 1771, Hewett (who came to St. Augustine in 1768), was listed a shopkeeper, innkeeper, and joiner (Payne and Griffin 2002:13). He served as a building contractor for the British Government in St. Augustine and constructed the steeple for St. Peter's Church and the State House. He would also have supplied sawn lumber for various other construction projects in the city and perhaps to landowners outside of it. It is probable that this mill may have supplied the sawn lumber used for wooden bridges erected along the King's Road, beginning in 1771. No firm date for the discontinued use of the mill was found by Jones during his research. The complex may have been deserted at the end of the British Period in 1783 when Hewett left (Payne and Griffin: 2000:13). However, if the mill complex was used by a new owner during the Second Spanish Period, it may have been destroyed during the 1812 Patriot War (Jones: 103). Siebert (1929: 282) lists James Howe as administrator for Hewett's claims for losses of his properties in the St. Augustine area after the British Period ended. The claim was entered in a section of Siebert's book (II:282) entitled, "Examinations in the Bahamas Islands of East Florida Claimants." At some time after leaving East Florida, Hewett moved to the Bahamas and perhaps died there.

Martin Hernandez, former colonist from the New Smyrna Colony, was granted the 1,000-acre Second Spanish period grant (Section 47 in St. Johns County), a portion of which is nearby the project area. In 1780 in St. Augustine, he married a former indentured colonist from the New Smyrna plantation, Dorotea Gomila, born in 1762 in Minorca. She immigrated to East Florida with her father, Joseph, in 1768 (Rasico 1990:161). This couple had many children. One son, Jose Mariano (anglicized later to Joseph Martin), became a well-known and noted leader, serving as Attorney General and later as General during Florida's Second Seminole War Period, from1835-1842 (St. Augustine Historical Society vertical file). Joseph, as attorney for and on behalf of his father, was the person who petitioned the Spanish Governor in 1817 for the 1,000-acre land grant approved to Martin (Spanish Land Grants: microfilm). The petition requested issuance to Martin for military services performed during defense of the province in the 1812 Patriot War. The petition itself offers some personal data regarding Martin, listed as "Chief Master Carpenter of the royal works of fortifications" in St. Augustine (Spanish Land Grants microfilm). It is not known whether Martin developed any of the land within his 1,000 acre grant. An official government survey taken of Section 47 in 1850 documented a total of 1,013.62 actual acres contained in this grant. His claim for losses after Florida became a territory of the United States in 1819 (the claim was confirmed) did not itemize anything other than the land. He did own three houses and lots in or very near the city of

St. Augustine. His son, Joseph, received a 455-acre grant in 1818 located near the mouth of Pellicer Creek (St. Augustine Historical Society: vertical files) on land now included in Favor-Dykes State Park. It is possible that Joseph had overseers engaged in agricultural pursuits on both of these grants about the same time but records viewed so far have not proven this supposition. Joseph acquired other plantations in the Pellicer Creek area, some on the barrier island and some south of Pellicer creek (Payne, Griffin:2000:22).

Preserved sections of the King's Road have been located during archaeological and historical surveys of adjacent properties, including the Double Bridges development (Ste.Claire 2002) and the West Palm Coast DRI (Ste.Claire 2004) located immediately north of the project area. The intersection of Pellicer Creek and a landing road, now known as the King's Road, has long been called Double Bridges, named after the two bridges that once existed in the Pellicer Creek and Hulett Branch basins at this location. The bridges are gone, but the remaining piers and extensive causeways serve as monuments to this historic crossing. The site is recorded as 8SJ04892, the Double Bridges Site (Ste.Claire 2002).

The Double Bridges site is defined by three extant sections of causeways and two remnant bridge spans. Most of the site occurs on lands to the immediate west of the Double Bridges project area and Pellicer Creek, these lands owned and managed by the St. Johns River Water Management District. The causeways and bridges were once part of the 18th century British Colonial period King's Road corridor, a major capital project and transportation route funded and constructed by the British Crown.

A raised causeway is found at the southern boundary of the Double Bridge development parcel on and just north of Pellicer Creek. It measures 25 meters north to south and ranges from three to four meters wide. Another section of causeway occurs on the south side of Pellicer Creek, just south of the Double Bridges property line. This causeway runs south through the swamp approximately 50 meters from the remains of the wooden bridge over Pellicer Creek to Hulett Branch where a second grouping of pilings and iron spikes from an extinct wooden bridge were noted. South of the second bridge, a raised
Located in the southern portion of the Double Bridges, the property is a small, yet well-preserved portion of the original 18th Century King's Road. The majority of the King's Road route south from CR-204 (the northern border of the subject parcel) was obliterated by past logging activities. The remaining portion of the King's Road leads south to the north bank of Pellicer Creek, the southern boundary line of the Double Bridges project area. Wooden pilings associated with the wooden bridge that spanned Pellicer Creek, from the Double Bridges side to the south side of the creek, are still in place. Most or some of the pilings may represent repair work done after its construction in 1772, to its last usage in the early 20th Century. They appear to be post-Civil War period piers. However, some may be original pilings. Cypress, live oak and pine are native trees in this portion of St. Johns County and their timbers preserve well even in very wet environments. Remnants of iron spikes in these pilings remain. A causeway runs south through the swamp for about 95 meters to a point where higher ground begins. The average width of the causeway road in the western portion is three to four meters. The

total length of the causeway and bridge span system over the creeks and through the wetland swamps is approximately 190 meters and it is oriented north south.

Field investigations revealed that the large amount of soil required to construct the raised causeway deposited in the swamps north and south of Pellicer Creek was excavated from adjacent upland terrace areas. These excavated areas are quite visible, with the roadbed cutting through the ridges. Most likely, the wooden bridge was constructed first to allow wagons loaded with dirt easy access to the dumpsite. The fill work would then be gradually extended southward (or northward if construction began at the opposite side) as logs were placed first with sand over these to make the roadbed usable. Sand for the raised causeway that was built south of the second bridge over Hulett Branch was taken primarily from the highly elevated sand ridges that characterize the southern portion of the Double Bridges site. Borrow pits were observed along the high sandy banks which border the creek basin. On the Double Bridges property, one borrow pit measuring three meters in diameter, is located on the eastern bank or ridge approximately 30 meters from Pellicer Creek.

It could not be determined if the remaining bridge pilings dated to the original British Colonial period construction of the King's Road bridges over Pellicer Creek and Hulett Branch. As a general assessment, it is more likely that the piers are post-Civil War replacements.

It is believed that the King's Road once followed two, possible three different routes as it traveled south from the Double Bridges area. Recent survey work at the West Palm Coast DRI project to the immediate north of the road corridor project area demonstrated that the width of the Hewlitts Mill (8FL14) dam over Hulett Branch was wide enough to accommodate wagon traffic and measures approximately sixteen feet, the standard width of the original King's Road (Ste.Claire 2004). Jones (1981:104) speculated that the earthen dam constructed at the Hewett sawmill complex was utilized as a portion of the King's Road to cross Hulett Swamp (also called Sawmill Swamp). Martin Hernandez's 1817 survey plat map shows the road crossing at the old Hewlett site with another road meeting the King's Road at this junction and only one road, the King's Road, leading southeast from this point. Nearby, an early section of colonial road, possibly an original portion of the King's Road, was discovered preserved in the immediate uplands of the Hulett Creek drainage. This site was recorded as 8FL239, the Hulett Colonial Road site. Also, a St. Johns River Water Management District access road crosses Hulett Branch as a point that may have been an original colonial crossing as evidenced by remnant wood piers. This site was recorded as 8FL250, the King's Road Bridge. Remnants of the King's Road from Hulett Branch south to U.S. 1 have not been located.

James Grant, East Florida's British Governor, considered a network of roads a top priority during his administration (Schafer 2001:163). He recognized that settlers needed a dependable overland transportation route, but he initially lacked sufficient funds to pay for this work. By 1772, savings in the Governor's contingency fund allowed work to begin on segments of the road. This effort may have provided the greatest public benefit of any project undertaken by the British government. John Funk was appointed surveyor

for traversing and surveying the ground for the Public Road and was paid 12 pounds for this work (Coomes:1975). Captain Robert Bisset was hired to construct the road from Matanzas Swamp (the present-day Pellicer Creek area) south through New Smyrna to Mr. Eliott's plantation (near present-day Scottsmoor). He was paid 1150 pounds for this effort (Coomes:1975). Richard Payne was contractor for the section of road leading to the Matanzas Swamp (Schafer 2001:164). Research suggests that Payne was responsible for road building south from the St. Augustine area to the north bank of Pellicer Creek with Bisset's crew picking up from that point. However, it is possible that Payne's crew constructed the wooden bridge over Pellicer Creek with Bisset's crew taking over on the southern bank of the creek. Schafer (2001:168) described road specifications to be followed for portions of the King's Road leading north from St. Augustine. It is believed that these specifications were followed by Bisset and Payne for the southern route. The road was to measure sixteen feet across, with ditches and pine logs laid crosswise in the wet portions (corduroy ribbing) and causeways through the swamps and bridges across the many creeks and rivers.

Research at Double Bridges led archaeologists to believe that the large amount of soil required to construct the raised causeway placed through the swamp north and south of Pellicer Creek was excavated from the upland terrace areas. These excavated areas are quite visible, with the roadbed cutting through the ridges. Most likely, the wooden bridge was constructed first to allow wagons loaded with dirt easy access to the dumpsite. The fill work would then be gradually extended southward as logs were placed first with sand over these to make the roadbed usable. Sand for the raised causeway that was built south of the second bridge over Hulett Branch was taken primarily from the highly elevated sand ridges which characterize the southern portion of the Double Bridges site.

In early 1767, Dr. Andrew Turnbull requested 500 head of cattle for his plantation. Additional cattle orders from other plantations in the area brought the number of cattle requested to 1,000. Several horses were also ordered. By late May 1767 this order, filled by Georgia merchants, was assembled for the drive south to East Florida. Under Governor Grant's direction, the path to be used for the drive was blazed and perhaps cleared by approximately 20 Indians. By August 8, 1767, the path to be followed was completed. Governor Grant stated, "a considerable number of cattle, which all just arrived from Georgia for Doctor Turnbull and Sir William Duncan are to be drove by the Indian Road to New Smyrna" (Shafer:2001:124-126). It is probable that most or all of the routes taken by the cattle drive and the later King's Road followed earlier paths utilized by Native Americans, who themselves perhaps followed existing wild animal trails.

By the end of 1774, Bisset's crew had completed the southern section of the King's Road. East Florida's Acting Governor John Moultrie wrote from St. Augustine in October 1775, "I go regularly once a month to Tomoka (present-day Ormond Beach area), go through in a day, with great ease and pleasure to self and horses" (Schafer 2001:166). While the road may have been considered in very good condition in 1775, time, nature, Florida's changes of ownership, political unrest, wars, and destruction by Native Americans contributed to its disrepair and, at times, disuse, over the years. In mid-1777, approximately 500 discontented colonists left the New Smyrna plantation on a three-day walk up the King's

Road (across the Double Bridges property) to St. Augustine, in search of a better life. Their Catholic priest and several colonists who had not departed earlier followed in November (Rasico 1990:54-55), thus ending the ambitious dreams of wealth for Dr. Turnbull and his partners.

In 1825, James Gadsden wrote to the Quartermaster General regarding repairs needed to the King's Road, bridges, and causeways (Carter 1958:304). In 1837, a petition was sent to Congress by citizens living south of St. Augustine, soliciting replacement of all bridges that had been destroyed by the Seminole Indians (Carter 1960: 446-447). No action would be taken on this petition until after the end of the Second Seminole War in 1842. It is probable that U.S. Army soldiers utilized as much as the King's Road as practicable during this war with the Seminoles.

A chronology of events regarding the King's Road, from its initial conception and up to 1845 when Florida officially became a State, is included in a report prepared by Adams, et al (Adams, et al, 1997: 1-4). Activities regarding the King’s Road usage during the 18th and 19th Centuries and its relation to the project area are summarized here.

By 1784, the British residents had left the province after Spain again regained control. This change in ownership and peoples affected repairs to segments of the route, particularly in areas remote to St. Augustine where there were now few or no settlers. The Patriot's War broke out in 1812 in East Florida, with rebel troops and Spanish militia using the road. At times this road was not safe for travel by private citizens, and used mainly by troops, rebels, Indians, etc. The President of the United States was authorized in 1823 to open a road "in the old track of a road known by the name of the King's Road" from the St. Mary's River to New Smyrna. Official action was not taken until 1826 when the President officially authorized the work. In 1825, Col. James Gadsden, assigned to perform survey work for road repairs, reported his observations of road conditions and repair cost estimates to the Quartermaster General (Carter 1958:304). Congress appropriated $11,000 for the roadwork from the Georgia line to New Smyrna in 1827, with the use of Federal troops authorized. Work on the road south from St. Augustine to New Smyrna began in Jan. 1828. This work was completed to just south of the Tomoka River by September 1830. A report in 1834 stated the road from the Matanzas River (Pellicer Creek) to New Smyrna was impassable for a horse. It was reported in November 1835 that all wooden bridges along the road had been burned by Indians. The Second Seminole War began in 1835 and most residents of farms and plantations south of St. Augustine evacuated to the city. A petition was sent in 1837 to Congress by citizens living south of St. Augustine, solicited replacement of all bridges destroyed by the Seminoles as they ravaged plantations (Carter 1960: 446-447). No action would be taken on this petition until after the end of the Second Seminole War in 1842. It is probable U.S. Army soldiers utilized as much as the King's Road as practicable during this war with the Seminoles. In 1845, the U.S. federal land surveyors resumed laying out township, range and section lines, suspended in 1835 because of Indian hostilities. They used the King's Road as a survey monument.

Whether the road the East Florida survey teams in 1834 and 1849 called the King's Road was the exact same track established by British engineers in the 18th Century is unknown. It may have assumed slightly different routes over the years in some areas (Adams, et al,1997: 33). A slight route change is seen in Section 47 where the road crossed over today's Hulett Branch north of the old mill site, but the area where it crossed Pellicer Creek appears to be the same. Military paths carved out during the Second Seminole War may have later become identified as a portion of the road.

Florida's statehood in 1845 brought significant changes to administration of roads, with transfer of authority from Washington to Tallahassee, who then delegated responsibility to the counties. County commissions created local agencies to supervise construction and maintenance of roads. A committee was created in Feb. 4, 1880 by the County Board of County Commissioners to lay out a public road leading southward from St. Augustine to Pellicer Creek. This was accomplished by August that year by constructing two roads (the Carter Road and the Moultrie Road), which joined together about five miles south of the city, thus forming a single road to Pellicer Creek. The Carter Road followed the general path of the King's Road and was referred to by that designation in commission meetings (Adams, et al, 1997:34).

No historical documentation was found to indicate that the King's Road was utilized by the military during the War Between the States. Shortly after the end of the conflict, the U.S. Army began a thorough detailed mapping of the coast of Florida (Adams, et al,1997:34). It is probable that many portions of the King's Road were documented by these crews but maps depicting these road segments were not found during research.

Bockelman (1975:3) stated it was not until the (early) 20th Century, with the expansion of automobile travel and the fame of Florida's climate, that improved modern highways were built. Until then, the King's Road was the main and only highway along the east coast of the State. Most of this old road still exists, some still unpaved. Some portions run through private property. Portions have been realigned and some overlaid with modern-day highways. Some segments still carry on its old name, but are now called the Old King's Road.

During the early 20th century, the King's Road found itself part of both the Dixie Highway and U.S. Highway 1, both of which ran parallel to the ocean along the east coast (Adams, et al,1997: 36). The Dixie Highway, first to be completed, reached Miami on Oct. 25, 1915. Demands of traffic compelled construction of a second, larger U.S. Highway 1 in the early 1920s (Adams, et al,1997: 36).

Palm Coast Cultural Resources

The rich Palm Coast environs surrounding the project area have supported human inhabitants for thousands of years. Settlement began some 4,000 years ago when prehistoric peoples used the abundant estuaries and adjacent forests to gather shellfish, hunt deer, and collect nuts and berries for food. The lengthy continuum of occupation spans prehistoric times to the age of European exploration, the colonial period, the Civil War, and finally modern times.

Three important archaeological/historical sites representing three distinct periods of human occupation are found in proximity of the project area. All three cultural resources have been recorded to the Florida Master Site File, Division of Historical Resources in Tallahassee. These include the Hernández Landing site (8FL00307), a plantation period wharf on Long Creek; the Kings Road (8FL00186), a Revolutionary War period highway; and the Big Mulberry Branch site (8FL00028), an early prehistoric campsite.

The Hernández Landing Site - 8FL00307

Research historians demonstrated that one of Joseph Hernández's grants, an 800-acre parcel authorized in 1816, is presently maintained as irregular Section 40 on the U.S.G.S. topographic map that contains the Long Creek area. A hand-drawn land grant map, nearly two centuries old, fits within the rectangular irregular section. Illustrated at the very northeast corner of the early 1800s map is an "embarcadero," Spanish for a landing for boats. Below it is a "camino carratera" or a cart road that dead ends into Long Creek, or the landing at this body of water.

Archaeologists superimposed the historic land grant on a contemporary topographic map to determine the location of the site. The landing falls on a small peninsula of land approximately 300 feet east of the Long Creek Landing Park parcel across a small marsh. Palm Harbor Parkway, the marsh, and Long Creek border the property. At the most northern point of the peninsula at Long Creek, archaeologists found a raised earthen bulkhead of historically excavated fill that forms a steep bank over Long Creek. Nearby are caches of dressed (cut) coquina stone and other early structural materials. Piles of coquina along the banks are likely secondary wharfs. The earthen bulkhead probably supported a wooden wharf during its early operation.

The site, the historic Hernández Landing on Long Creek, is located immediately south of the project area. It was recorded to the Florida Master Site File as site number 8FL00307. Later maps, including an 1882 navigational chart, show that the cart road was eventually modified and extended past the landing over the marsh and north to the Matanzas River to another principal landing. Bridge pilings sighted in the immediate area are most likely related to this later period. But before this road extension, Hernández Landing was used during colonial times as wharf to load goods such as cotton, sugar, corn, beans, Naval Stores products (pine resin), and other agricultural products into wooden boats for transportation to larger ships anchored at Matanzas Bay. These products were taken to

market at St. Augustine, Savannah, and other principal colonial ports in the colonial south. Hernández Landing was surely the first and at one time the most important commercial hub in Palm Coast.

Shipping activities likely happened at high tide, as Long Creek is tidally influenced. Shallow-draft flat boats such as the 10-ton burthen (weight) boats Andrew Turnbull described for his 18th century New Smyrna Settlement to the south were probably used. Fully loaded wooden boats, measuring some 30 x 10 feet, were moved through the channel with poles and oars. In turn, supplies needed for agricultural industries and subsistence were transported by the same boats from the main ships to the Hernández Landing and off-loaded there.

The 800-acre property that contains the landing was one of several land grants owned by Joseph Martin Hernández, the owner of Mala Compra Plantation to the east (from 1816 to 1836). Unlike other plantation owners of the early 1800s, Hernández was born and raised in Florida. His father came to Florida with Andrew Turnbull's 1766 colonization effort at New Smyrna.

Hernández and his father took part in the Patriot War on the side of the Spanish and for this they were awarded three land grants: 1,000 acres on Pellicer Creek, and 500 acres each on the St. Johns and Halifax rivers**.** The younger Hernández eventually inherited all three of these properties. He was also awarded 635 acres south of the Matanzas, although he did not receive this land until 1818, soon after he purchased Mala Compra.

Hernández later used his family status and influence to acquire more land. He was granted 800 acres in Graham's Swamp west of the headwaters of the Matanzas River where he developed a successful sugar plantation, called St. Josephs. He also bought 375 acres directly north of Mala Compra on which he built the Bella Vista Plantation where he grew oranges. Today, Bella Vista occupies the grounds of Washington Oaks Gardens State Park. Mala Compra was Hernández's primary residence and business headquarters for many years. Here, he managed his vast land holdings, almost 30,000 acres of land at the time (Griffin 1999).

The Kings Road - 8FL00186

The British Colonial period King's Road, or *camino real*, traversed lands immediately north of the project area (the current Old Kings Road right-of-way is located approximately two miles north of the development parcel). It was the principal road that fed all major settlements in northeast Florida during the colonial period. The linear route follows the general route of the Kings Road shown on the Clements survey map of 1834 and the Randolph survey map of 1850, as well as the modern-day route of the road that runs north-south through Palm Coast. The Kings Road is also depicted on the Hernández map as the western border of the land grant. It is shown as *Realengo*, which translates to royal lands. The Kings Road served as a major transportation route during the British period (1763 – 1784) and subsequent historic periods in Florida.

James Grant, East Florida's British Governor, considered a network of roads a top priority during his administration (Schafer 2001:163). He recognized that settlers needed a dependable overland transportation route, but he initially lacked sufficient funds to pay for this work. By 1772, savings in the Governor's contingency fund allowed work to begin on segments of the road. This effort may have provided the greatest public benefit of any project undertaken by the British government. John Funk was appointed surveyor for traversing and surveying the ground for the Public Road and was paid 12 pounds for this work (Coomes: 1975). Captain Robert Bisset was hired to construct the road from Matanzas Swamp (the present-day Pellicer Creek area) south through New Smyrna to Mr. Eliott's plantation (near present-day Scottsmoor). He was paid 1150 pounds for this effort (Coomes: 1975). Richard Payne was contractor for the section of road leading to the Matanzas Swamp (Schafer 2001:164). Research suggests that Payne was responsible for road building south from the St. Augustine area to the north bank of Pellicer Creek with Bisset's crew picking up from that point. However, it is possible that Payne's crew actually constructed the wooden bridge over Pellicer Creek with Bisset's crew taking over on the southern bank of the creek. Schafer (2001:168) described road specifications to be followed for portions of the King's Road leading north from St. Augustine. It is believed that Bisset and Payne followed these specifications for the southern route. The road was to measure sixteen feet across, with ditches and pine logs laid crosswise in the wet portions (corduroy ribbing) and causeways through the swamps and bridges across the many creeks and rivers.

Under the British Period ownership, with a desire to quickly populate its two new colonies, a system of land grants was implemented for which interested British subjects could apply. Governor Grant's plan for settling East Florida was based on the development of a plantation economy, with large land grants issued to people who would produce agricultural products for which Britain's economy and citizens would benefit.
Preserved sections of the King’s Road have been located during archaeological and historical surveys of nearby properties, including the Double Bridges development (Ste.Claire 2002), the West Palm Coast development (Ste.Claire 2004) and the King’s Road Widening Project (Ste.Claire 2004). In Flagler County, the intersection of Pellicer Creek and a landing road, a historic route of the Kings Road, has long been called Double Bridges, named after two bridges that once existed in the Pellicer Creek and Hulett Branch basins at this location. The bridges are gone, but remaining piers and extensive causeways serve as monuments to this historic crossing.

The Double Bridges site is defined by three extant sections of causeways and two remnant bridge spans. The majority of the site occurs on lands to the immediate west of the Double Bridges project area and Pellicer Creek, these lands owned and managed by the St. Johns River Water Management District and forming the northern border of the West Palm Coast properties. A raised causeway is found at the southern boundary of the Double Bridge development parcel on and just north of Pellicer Creek. It measures 25 meters north to south and ranges from three to four meters wide. Another section of causeway occurs on the south side of Pellicer Creek, just south of the Double Bridges property line. This causeway runs south through the swamp approximately 50 meters

from the remains of the wooden bridge over Pellicer Creek to Hulett Branch where a second grouping of pilings and iron spikes from an extinct wooden bridge were noted. South of the second bridge, a raised causeway runs south through the swamp for about 95 meters to a point where higher ground begins. The average width of the causeway road in the western portion is three to four meters. The total length of the causeway and bridge span system over the creeks and through the wetland swamps is approximately 190 meters. It is oriented north south.

Field investigations revealed that the large amount of soil required to construct the raised causeway deposited in the swamps north and south of Pellicer Creek was excavated from adjacent upland terrace areas. These excavated areas are quite visible, with the roadbed cutting through the ridges. Most likely, the wooden bridge was constructed first to allow wagons loaded with dirt easy access to the dumpsite. The fill work would then be gradually extended southward (or northward if construction began at the opposite side) as logs were placed first with sand over these to make the roadbed usable. Sand for the raised causeway that was built south of the second bridge over Hulett Branch was taken primarily from the highly elevated sand ridges that characterize the southern portion of the Double Bridges site. Borrow pits were observed along the high sandy banks which border the creek basin. On the Double Bridges property, one borrow pit measuring three meters in diameter, is located on the eastern bank or ridge approximately 30 meters from Pellicer Creek.

It is believed that the King's Road once followed through two, possible three different routes as it traveled south from the St. Johns River Water Management District lands. Survey work at West Palm Coast demonstrated that the width of the Hewlitts Mill (8FL00014) dam over Hulett Branch was wide enough to accommodate wagon traffic and measures approximately sixteen feet, the standard width of the original King's Road (Ste.Claire 2004). It is speculated that the earthen dam constructed at the Hewett sawmill complex was utilized as a portion of the King's Road to cross Hulett Swamp. Martin Hernandez's 1817 survey plat map shows the road crossing at the old Hewlett site with another road meeting the King's Road at this junction and only one road, the King's Road, leading southeast from this point.

The Big Mulberry Branch Site - 8FL00028

Drs. James Miller and John Griffin recorded the Big Mulberry Branch site to the Florida Master Site File in 1980 as part of a comprehensive archaeological survey of Palm Coast lands. The site, situated on a high bluff along the Big Mulberry Branch creek basin, a tributary of Long Creek, has produced early prehistoric materials of the Late Archaic period (ca. 4,000 years ago). It is one of the earliest known sites in Palm Coast. The project area is traversed by wetland strands thus creating very high probability areas regarding likely archaeological site occurrence.

Chronology of Gore Mound (8FL00029) Archaeological Investigations

A review of Cyrus Thomas' Catalogue of Prehistoric Works East of the Rocky Mountains revealed several mounds Flagler County, but not the Gore Lake Mound (8FL29) specifically. It was not until James Miller's and John Griffin's area investigations in the late 1970s that this mound was documented. The original 8FL29 site is as follows: "Gore Lake Mound was pointed out by the ICDC forester (Bill Ferguson) who learned its location from a local resident. The sand burial mound measures some 70 feet in diameter and stands between three and four feet high. A rather large hole in the center has caused some disturbance, and incidentally, allowed the mound to be visible on aerial photography" (Miller, 1978). Miller and Griffin reported found St. Johns plain pottery.

In October of 1986, amateur archaeologist Jim Davis updated the site form as part of an informal survey conducted in affiliation with Bruce Piatek and Associates. He described it as "dozed and leveled for planned development," and the site file contains a note stating, "James Snyder told me of this site. He said that he was a heavy equipment operator who at the time the site was cleared worked for Palm Coast. Before he dozed the mound, he said it was several feet in height (2-3) and that there were several holes in the mound. As he bulldozed the mound, he said that he would stop to pick up pottery and bones. Mr. Snyder also told me that he found pottery on a small sand ridge south of the mound which he thought was a village area" (1986 site file form for 8FL29). According to Davis, the mound had suffered from substantial impact from bulldozer activity. He reported finding six sherds of St. Johns Plain pottery, one piece of sand-tempered plain pottery, and two unidentifiable bones. In a subsequent letter dated 2 January 1987, Jim Miller disputes Davis' assessment of 8FL29, stating, "I called the people at Palm Coast about the destruction on this mound. They say it is still intact, as recorded by me in July 82. Don't use the update form" (see 8FL29 site file form).

In 2004, Heritage Cultural Services, LLC, (HCS) investigated and documented the Gore Lake Mound during a 1,524-acre Phase I CRAS survey of the Flagler Central Commerce Park (MS #10570). Although the site was disturbed during prior land development, HCS identified the base of the mound. HCS did not find any artifacts in areas surrounding the periphery of the mound's base during subsurface testing, but St. Johns Check-Stamped and St. Johns Plain pottery were recovered from test units excavated near the center of the mound. No human remains were encountered at this time. HCS stated in their report that "most of the interior 'top' of the mound has been excavated away by bulldozer and pot-hunting activities, but the base of the mound is clearly discernable." HSI evaluated the site as potentially eligible for inclusion in the *National Register of Historic Places* due to the potential for subsurface cultural materials and human remains; the State Historic Preservation Office (SHPO) concurred with this evaluation (Ste.Claire 2004).

Research Design & Field Methodology Gore Mound (8FL00029)

Heritage Cultural Services, LLC, in 2004 investigated and documented the Gore Lake Mound (8FL00029) during a Phase I CRAS survey of the Flagler Central Commerce Park (MS #10570). The survey spanned 1,524 acres and included the subject property. The Gore Lake Mound is a St. Johns I - II-period sand burial mound initially recorded to the Florida Master Site File (FMSF) by James Miller and John Griffin in 1980. Although the site was disturbed during land development in the years that followed, HCS identified the base of the mound. HCS did not find any artifacts in areas surrounding the periphery of the mound's base during subsurface testing, but St. Johns Check-Stamped and St. Johns Plain pottery were recovered from test units excavated near the center of the mound. HSI evaluated the site as potentially eligible for inclusion in the *National Register of Historic Places* due to the potential for subsurface cultural materials and human remains; the State Historic Preservation Office (SHPO) concurred with this evaluation.

The Florida Division of Historical Resource documented that the Gore Lake Mound (8FL00029), a prehistoric site identified as a burial mound, was located on the GreenPointe development property. The mound (above ground portion of the site) has been compromised (nearly leveled), but there are subsurface archaeological deposits containing human skeletal remains, and due to this situation, the site was deemed potentially eligible for listing in the *National Register of Historic Places*, the criteria by which site significance is measured. Site 8FL00029 is protected by law under Florida Statute Chapter 872, as well as federal regulations.

GreenPointe Developers, LLC, elected to mitigate the adverse impact to the burial mound by having it fully excavated by HCS archaeologists (data recovery). The State Archaeologist and SHPO (State Historic Preservation Office) with the Florida Division of Historical Resources were in communication, as they oversee all unmarked burial issues on public lands or properties undergoing state and federal agency permitting. Also, because the cultural resource impacted is a prehistoric indigenous burial mound, the Seminole Tribe of Florida (STOF) and the Tribal Historic Preservation Officer (THPO), the Native American equivalent of the SHPO, may be part of the review process.

The Phase II & III archaeological investigations were conducted in concurrence with the current standards and requirements of the City of Palm Coast, the Florida Division of Historical Resources (DHR)/State Historic Preservation Office (SHPO), the Seminole Tribe of Florida (STOF), the Tribal Historic Preservation Office (THPO), all permitting agencies pursuant to State cultural resource provisions contained in Section 380.06, Chapters 267 and 373, Florida Statutes, Florida's Coastal Management Program. The authority for this procedure is Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665 amended), and 36 CFR Part 800: Protection of Historic Properties. The State Historic Preservation Office (SHPO) advises Federal and State agencies as they identify historic properties (listed or eligible for listing in the *National Register of Historic Places*), assess effects upon them, and consider alternatives to minimize adverse effects.

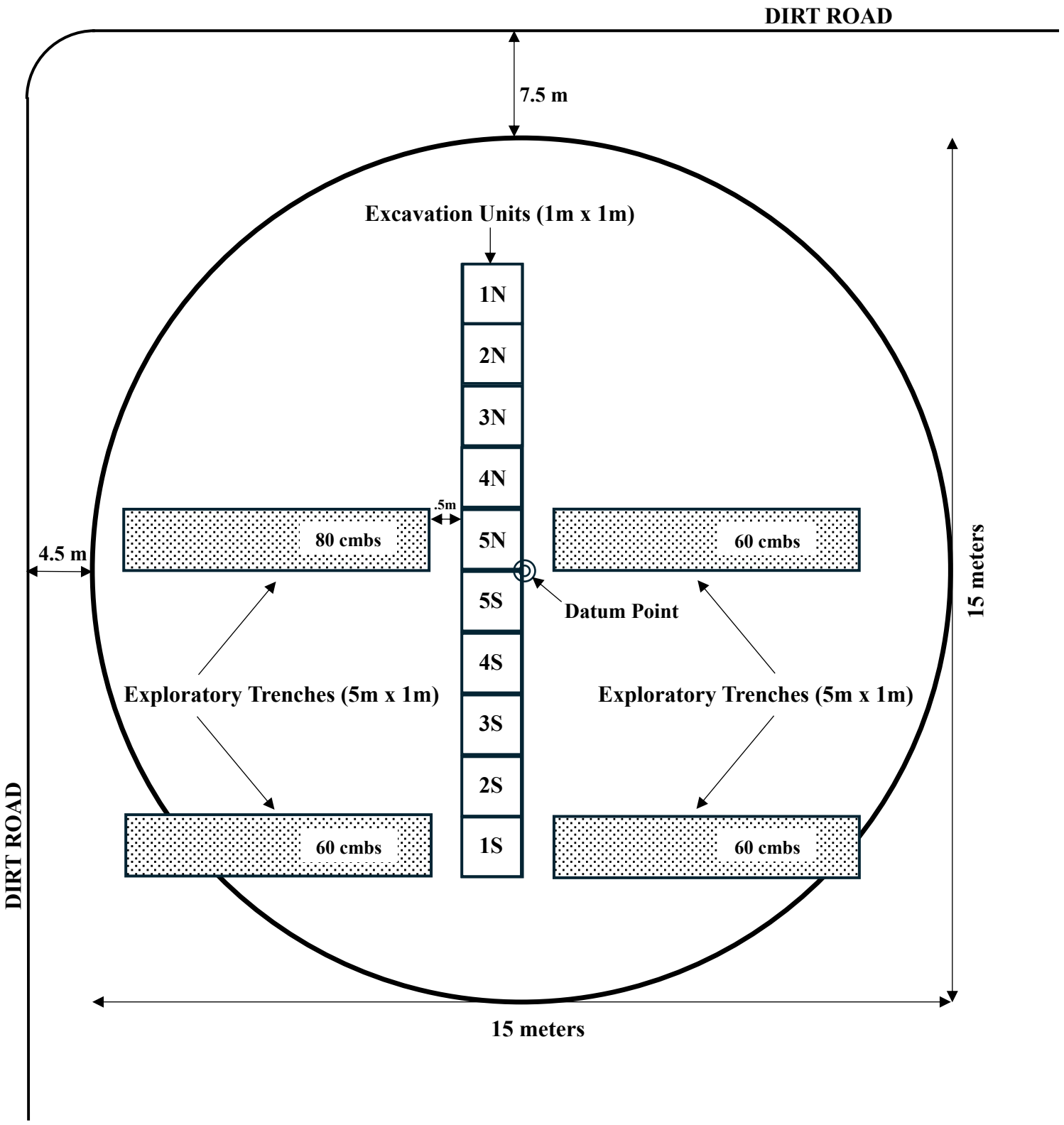
During archaeological investigations (Phase II & III mitigation excavations), if site 8FL0029 or related cultural features were confirmed to contain unmarked human burials and/or human skeletal remains, by procedure these will be brought to the attention of a District Medical Examiner, if it was determined that the burial(s) represent an individual (or individuals) who had been dead less than 75 years, or to the attention of the State Archaeologist in the case that the remains were determined to be older than 75 years. Because it has been determined that 8FL00029 is a prehistoric indigenous site, all work will be done in coordination with the State Archaeologist (Florida Division of Historical Resources) who will make a final determination of adverse effect through the authority of their respective jurisdiction as defined by Florida Statutes. Procedures outlined in Chapter 872.05, Florida Statutes, will be followed regarding site mitigation and reporting, this through the authority and direction of the State Archaeologist and, if necessary, the District Medical Examiner.

The principal objective of the Phase II & III mitigative archaeological excavations was to determine if the remains of the mound (floor) contained burials or human skeletal remains and, if interments or remains were not present, to retrieve a significant and/or appropriate sample of the cultural materials of 8FL00029 so that the site could be developed over. It was proposed that any low frequencies of human burials and human skeletal material would be documented (recorded via GPS, described, mapped, and photographed), carefully extracted (exhumed) and placed in conservation containers, then transferred to an appropriate repository until the remains could be reinterred at a location that meets the approval if the SHPO, Tribal Historic Preservation Office (THPO) and the Seminole Tribe of Florida (STOF), as well as any other jurisdictional or participating Native American Tribal Councils & Governments. Each step of the process would be coordinated with the SHPO and THPO with data reported to these agencies.

The Phase II & III mitigative strategy was comprised of multiple formal excavation units and exploratory trenches placed across the footprint of the burial mound to 1) sample the site to determine the extent of any prehistoric interments or presence of human skeletal remains; 2) evaluate site integrity (level of preservation or disturbance); and 3) retrieve a representative sample of cultural materials from the burial mound prior to its destruction.

Excavations began as a series of contiguous 1 x 1- meter square units placed north-south across the center of the mound floor (footprint of the mound) (see Excavation Plan). Each unit was excavated individually as a self-contained square unit to either hardpan or water table (approximately 60 centimeters below surface) until all the units merged as a 1 x 10-meter trench. When the hand-excavated 1 x 1-meter units produced a very small frequency (N = 5) of artifacts (St. Johns Plain pottery sherds recovered from ¼" wire mesh screens) and revealed no human interments or skeletal remains, a backhoe specialist (an employee of Heritage Cultural Services) was brough in to excavated four exploratory trenches in levels radiating east and west from the central units. A team of archaeologists monitored the excavation of the exploratory trenches and screened bucket samples intermittently. No burial remains, human skeletal material or cultural materials were observed or recovered from the four exploratory trenches.

Gore Lake Mound Excavation Plan



Survey Results and Management Recommendations

Phase II archaeological investigations and Phase III mitigative excavations at the Gore Lake Mound (8FL00029) in the City of Palm Coast were confined to the floor and subfloor contexts of the site in that the mound proper had been bulldozed, carried away and leveled in the 1970s and 1980s (see Previous Archaeological Investigations section). Ten controlled unit excavations (1 x 1-meter units forming a 1 x 10-meter trench) across the center of the mound floor and four radiating exploratory trenches excavated in levels by an archaeological backhoe operator (see Excavation Plan), produced no interments, burial remains, or human skeletal materials. Only five artifacts (St. Johns Plain pottery sherds) were recovered from the upper levels of the 1 x 1-meter units.

Consequently, it is the observations and opinion and of Heritage Cultural Services, LLC, that no cultural stratigraphy or cultural context exists below the mound floor and that the Gore Lake Mound (8FL00029) should be considered completely destroyed and ineligible for listing on the *National Register of Historic Places*. No further archaeological work is recommended.

Photographic Plates



Figure 1 - Gore Mound (8FL00029), cross-sectional, hand-excavated exploratory trench (linear series of 10 1x1 meter units)



Figure 2 - Gore Mound, excavation of contiguous 1 x 1 meter units in a 10-meter exploratory trench



Figure 3 - Gore Mound (8FL00029) excavations



Figure 4 - Gore Mound excavations



Figure 5 - Gore Mound excavations



Figure 6 - Gore Mound, screening excavated soils for cultural materials



Figure 7 - Gore Mound, early excavation of contiguous 1 x 1 meter units.



Figure 8 - Gore Mound, early excavation of contiguous units of exploratory trench



Figure 9 - Gore Mound, excavation of Units 1 & 2 North



Figure 10 - Gore Mound, Units 1 - 3 of linear exploratory trench



Figure 11 - Gore Mound, profile of Unit 1 at 80 cms b.s. showing homogeneous, culturally sterile white sand of strata below floor of mound



Figure 12 - Gore Mound, rim sherd of St. Johns Plain pottery vessel recovered at 25 cms b.s. in exploratory trench



Figure 13 - Gore Mound, trowel excavation of units

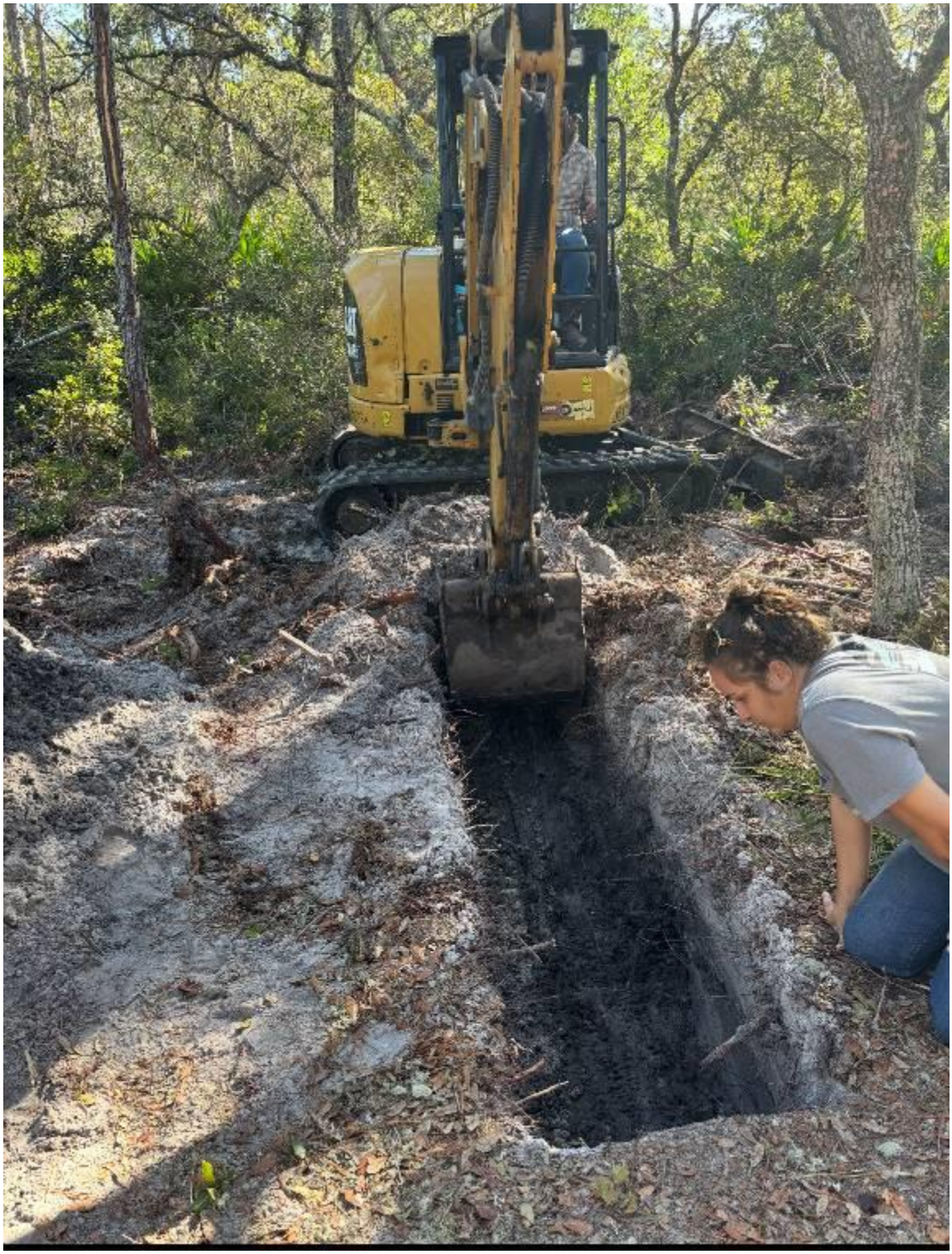


Figure 14 - Gore Mound (8FL00029) exploratory trench excavated by backhoe in levels



Figure 15 - Gore Mound, monitoring backhoe-excavated exploratory trench backfill for cultural materials.



Figure 16 - Gore Mound, backfill from backhoe-excavated trench screened



Figure 17 - Gore Mound, small backhoe-excavated exploratory trench in southeast quadrant of mound



Figure 18 - Gore Mound, profile of southeastern trench showing typical homogeneous & culturally sterile white sand strata below floor of mound.



Figure 19 - Gore Mound, ground water appearing at 80 cms b.s. in west backhoe trench



Figure 20 - Gore Mound, section of western backhoe trench showing shallow water table



Figure 21 - Gore Mound, cleaning & examining profile in backhoe exploratory trench.



Figure 22 - Gore Mound, general mound area showing multiple excavations



Figure 23 - Gore Mound, Heritage Cultural Services archaeological team

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2013 Cultural Resource Assessment Survey of the Bulow Creek LC DRI, Flagler County, Florida. HSI Report Series 2013-22. Heritage Services, Inc., Ponte Vedra. Prepared for LMN, LLC, Palm Coast, Florida.

2019 Phase I Cultural Resource Assessment Survey of the Whiteview Master Planned Development, Flagler County, Florida; Heritage Services, Inc. Report Series 2019-30, prepared for Mirbod & Associates

Ste. Claire, Dana, Michael Russo and Vicki Rolland

2001 Phase II and III Archaeological Investigations at the Grand Haven Hammock Site (8FL00181), Flagler County, Florida. Heritage Cultural Services LLC Report of Investigations; MS on File, Florida Division of Historical Resources.

United States Bureau of Land Management

2025 General Land Office Records Historic Land Surveys. https://glorecords.blm.gov/

United States Bureau of Soils (USBS).

1917 Soils Map of St. Johns County, Florida. Washington, D.C.: Soils Bureau.

United States Geological Survey

2025 Current and Historic Topographic Maps. https://www.usgs.gov/core-science-systems/ngp/tnm-delivery/topographic-maps

University of Florida

2025 Smathers Library Historic Aerials. https://ufdc.ufl.edu/aerials

United States Federal Census

1840 *Sixth Census of U.S.,* includes Flagler County, microfilm roll No. 133.

1870 *U.S. Federal Census for Florida*, microfilm roll No. 133. SAHS

1880 *Tenth Census of the United States*, microfilm roll No. 132. SAHS

1910 *Federal Census of the United States, Flagler County, Precinct No. 7*.

Waters, Gifford J., Martin F. Dickinson, Lucy B. Wayne

2005 Cultural Resources Survey and Assessment, SR 100 Property, Flagler County, Florida. SouthArc, Inc., Gainesville, Florida.

Wayne, Lucy B.
2004 Cultural Resources Survey and Assessment Hidden Lakes Medical/Professional Center Flagler County, Florida; SouthArc, Inc., Gainesville, Florida.

2005 Cultural Resources Survey and Assessment Gardner Borrow Tracts, Flagler County, Florida. SouthArc, Inc., Gainesville. Submitted to James E. Gardner, Palm Coast, Florida.

2005 12-Acre Extension of Gardner Parcel A, Flagler County, Florida. SouthArc, Inc. Gainesville. Submitted to James E Gardner, Palm Coast, Florida.

2005 Cultural Resources Survey and Assessment, Alf Palm Coast, Flagler County, Florida; SouthArc, Inc., Gainesville, Florida. Prepared for Four Star Construction, Clearwater, Florida.

Weaver, Paul
2009 The King's and Pablo Roads, Florida's First Highways: A Narrative History of Their Construction and Routes in St. Johns County; Manuscript on file St. Johns County, Growth Management Services.

Webb, David S. (editor)
2012 First Floridians and Last Mastodons: The Page-Ladson Site on the Aucilla River; Geobiology Volume 26, Springer.

Webb, De Witt
1894 The Shell Heaps of the East Coast of Florida. United State National Museum Proceedings 16: 695 – 698.

Willis, Raymond F.
1988 Archaeological and Historical Survey of the 800 +/- Acre ITT Palm Coast Retirement Community Tract in Flagler County, Florida.

Worth, John E.
1998 *The Timucuan Chiefdoms of Spanish Florida, Volume 1: Assimilation*. Ripley P. Bullen Series, University Press of Florida, Gainesville, Florida.

1998 *The Timucuan Chiefdoms of Spanish Florida, Volume 2: Resistance and Destruction*. Ripley P. Bullen Series, University Press of Florida, Gainesville, Florida.

Attachment A:

Survey Log Sheet

Ent D (FMSF only) _____

Survey Log Sheet

Florida Master Site File
Version 5.0 3/19

Survey # (FMSF only) _____

Consult *Guide to the Survey Log Sheet* for detailed instructions.

Manuscript Information

Survey Project (name and project phase)

Phase II & III Archaeological Investigations of the Gore Lake Mound (8FL00029), Flagler County, Florida; City of Palm Coast LDC CRAS Requirement

Report Title (exactly as on title page)

Phase II & Phase III Archaeological Investigations of the Gore Lake Mound (8FL00029), Flagler County, Florida.

Report Authors (as on title page) 1. Ste.Claire, Dana 3. _____ 2. _____ 4. _____

Publication Year 2025 **Number of Pages in Report** (do not include site forms) 71

Publication Information (Give series, number in series, publisher and city. For article or chapter, cite page numbers. Use the style of *American Antiquity*.)

HSI Report Series 2025-181

Supervisors of Fieldwork (even if same as author) Names Dana Ste.Claire, M.A., RPA

Affiliation of Fieldworkers: Organization Heritage Services, Inc. City Ponte Vedra

Key Words/Phrases (Don't use county name, or common words like *archaeology*, *structure*, *survey, architecture, etc.*)

1. Gore Lake Mound 3. Belle Terre Parkway 5. Silviculture 7. Mound Destroyed
2. Gore Burials Mound 4. Palm Coast 6. Planted Pine 8. No Burials

Survey Sponsors (corporation, government unit, organization, or person funding fieldwork)

Name GreenPoint Developers, LLC Organization Other

Address/Phone/E-mail Jacksonville, Florida

Recorder of Log Sheet Dana Ste.Claire, M.A., RPA **Date Log Sheet Completed** 12-7-2025

Is this survey or project a continuation of a previous project? ☒No ☐Yes: **Previous survey #s (FMSF only)** _____

Project Area Mapping

Counties (select every county in which field survey was done; attach additional sheet if necessary)

1. Flagler 3. _____ 5. _____
2. _____ 4. _____ 6. _____

USGS 1:24,000 Map Names/Year of Latest Revision (attach additional sheet if necessary)

1. Name FLAGLER BEACH WEST Year 1993
2. Name _____ Year _____
3. Name _____ Year _____
4. Name _____ Year _____
5. Name _____ Year _____
6. Name _____ Year _____

Field Dates and Project Area Description

Fieldwork Dates: Start 10-4-2025 End 12-23-2025 **Total Area Surveyed** (fill in one) _____ hectares 0.25 acres

Number of Distinct Tracts or Areas Surveyed 1

If Corridor (fill in one for each) **Width:** _____ meters _____ feet **Length:** _____ kilometers _____ miles

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Phone 850.245.6440, Fax 850.245.6439, Email: SiteFile@dos.myflorida.com

Survey Log Sheet

Survey #_____

Research and Field Methods

Types of Survey (select all that apply): ☒archaeological ☐architectural ☐historical/archival ☐underwater ☐damage assessment ☐monitoring report ☐other(describe): _____

Scope/Intensity/Procedures

Phase II Archaeological Investigations & Phase III Mitigative Excavations

Preliminary Methods (select as many as apply to the project as a whole)

☐Florida Archives (Gray Building)	☒library research- *local public*	☒local property or tax records	☒other historic maps	☐LIDAR
☐Florida Photo Archives (Gray Building)	☐library-special collection	☒newspaper files	☒soils maps or data	☐other remote sensing
☒Site File property search	☐Public Lands Survey (maps at DEP)	☒literature search	☐windshield survey	
☒Site File survey search	☐local informant(s)	☐Sanborn Insurance maps	☒aerial photography	

☐other (describe): _____

Archaeological Methods (select as many as apply to the project as a whole)

☐Check here if **NO** archaeological methods were used.

☒surface collection, controlled	☒shovel test-other screen size	☐block excavation (at least 2x2 m)	☒metal detector
☐surface collection, **un**controlled	☐water screen	☐soil resistivity	☐other remote sensing
☒shovel test-1/4"screen	☐posthole tests	☐magnetometer	☒pedestrian survey
☐shovel test-1/8" screen	☐auger tests	☐side scan sonar	☐unknown
☐shovel test 1/16"screen	☐coring	☐ground penetrating radar (GPR)	
☒shovel test-unscreened	☐test excavation (at least 1x2 m)	☐LIDAR	

☐other (describe): Probing

Historical/Architectural Methods (select as many as apply to the project as a whole)

☐Check here if **NO** historical/architectural methods were used.

☐building permits	☐demolition permits	☐neighbor interview	☐subdivision maps
☐commercial permits	☐windshield survey	☐occupant interview	☐tax records
☒interior documentation	☒local property records	☐occupation permits	☐unknown

☐other (describe): _____

Survey Results

Resource Significance Evaluated? ☒Yes ☐No

Count of Previously Recorded Resources 1 **Count of Newly Recorded Resources** 0

List Previously Recorded Site ID#s with Site File Forms Completed (attach additional pages if necessary)

8FL00029

List Newly Recorded Site ID#s (attach additional pages if necessary)

None

Site Forms Used: ☐Site File Paper Forms ☒Site File PDF Forms

REQUIRED: Attach Map of Survey or Project Area Boundary

SHPO USE ONLY **SHPO USE ONLY** **SHPO USE ONLY**

Origin of Report: ☐872 ☐Public Lands ☐UW ☐1A32 # _____ ☐Academic ☐Contract ☐Avocational ☐Grant Project # _____ ☐Compliance Review: CRAT # _____

Type of Document: ☐Archaeological Survey ☐Historical/Architectural Survey ☐Marine Survey ☐Cell Tower CRAS ☐Monitoring Report ☐Overview ☐Excavation Report ☐Multi-Site Excavation Report ☐Structure Detailed Report ☐Library, Hist. or Archival Doc ☐Desktop Analysis ☐MPS ☐MRA ☐TG ☐Other: _____

Document Destination: Plottable Projects **Plotability:** _____

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Phone 850.245.6440, Fax 850.245.6439, Email: SiteFile@dos.myflorida.com

Attachment B:

Florida Master Site File Form

☐Original
☒Update

ARCHAEOLOGICAL SITE FORM
FLORIDA MASTER SITE FILE
Version 5.0 3/19

Consult *Guide to Archaeological Site Form* for detailed instructions

Site #8 FL00029
Field Date 11-21-2025
Form Date 12-17-2025
Recorder # HCS-CC

Site Name(s) Gore Lake Mound — **M**ultiple Listing (DHR only) _____
Project Name Phase II & III Excavations of the Gore Mound — **S**urvey # (DHR only) _____
Ownership: ☐private-profit ☐private-nonprofit ☐private-individual ☐private-nonspecific ☐city ☐county ☐state ☐federal ☐Native American ☐foreign ☐unknown

LOCATION & MAPPING

USGS 7.5 Map Name FLAGLER BEACH WEST — **U**SGS Date 1993 — **P**lat or Other Map _____
City/Town (within 3 miles) Palm Coast — **I**n City Limits? ☒yes ☐no ☐unknown — **C**ounty Flagler
Township 12S — **R**ange 30E — **S**ection 24 — ¼ section: ☐NW ☒SW ☐SE ☐NE — Irregular-name: _____
Township 12S — **R**ange 30E — **S**ection 24 — ¼ section: ☐NW ☐SW ☐SE ☐NE
Landgrant _____ — **T**ax Parcel # _____
UTM Coordinates: **Z**one ☐16 ☐17 — **E**asting ☐☐☐☐☐☐ — **N**orthing ☐☐☐☐☐☐☐
Other Coordinates: X: _____ Y: _____ — **C**oordinate System & Datum _____
Address / Vicinity / Route to:

Off Belle Terre Parkway

Name of Public Tract (e.g., park) _____

TYPE OF SITE (select all that apply)

SETTING

☒Land (*terrestrial*)
☐Lake/Pond (*lacustrine*)
☐River/Stream/Creek (*riverine*)
☐Tidal (*estuarine*)
☐Saltwater (*marine*)
☐Wetland (*palustrine*)
  ☐usually flooded
  ☐usually dry
☐Cave/Sink (*subterranean*)
  ☐terrestrial
  ☐aquatic

STRUCTURES OR FEATURES

☐log boat
☐agric/farm building
☒burial mound
☐building remains
☐cemetery/grave
☐dump/refuse
☐earthworks (historic)
☐fort
☐midden
☐mill
☐mission
☐mound, nonspecific
☐plantation
☐platform mound
☐road segment
☐shell midden
☐shell mound
☐shipwreck
☐subsurface features
☐surface scatter
☐well

FUNCTION

☐campsite
☐extractive site
☐habitation (prehistoric)
☐homestead (historic)
☐farmstead
☐village (prehistoric)
☐town (historic)
☐quarry (prehistoric)

Other Features or Functions (Choose from the list or type a response.)
1. Burial mound (prehistoric) 2. Destroyed (totally)

CULTURE PERIODS (select all that apply)

ABORIGINAL

☐Alachua
☐Archaic (nonspecific)
☐Archaic, Early
☐Archaic, Middle
☐Archaic, Late
☐Belle Glade
☐Cades Pond
☐Caloosahatchee
☐Deptford
☐Englewood
☐Fort Walton
☐Glades (nonspecific)
☐Glades I
☐Glades II
☐Glades III
☐Hickory Pond
☐Leon-Jefferson
☐Malabar I
☐Malabar II
☐Manasota
☐Mississippian
☐Mount Taylor
☐Norwood
☐Orange
☐Paleoindian
☐Pensacola
☐Perico Island
☐Safety Harbor
☐St. Augustine
☐St. Johns (nonspecific)
☒St. Johns I
☒St. Johns II
☐Santa Rosa
☐Santa Rosa-Swift Creek
☐Seminole (nonspecific)
☐Seminole: Colonization
☐Seminole: 1st War To 2nd
☐Seminole: 2nd War To 3rd
☐Seminole: 3rd War & After
☐Swift Creek (nonspecific)
☐Swift Creek, Early
☐Swift Creek, Late
☐Transitional
☐Weeden Island (nonspecific)
☐Weeden Island I
☐Weeden Island II
☐Prehistoric (nonspecific)
☐Prehistoric non-ceramic
☐Prehistoric ceramic

NON-ABORIGINAL

☐First Spanish 1513-99
☐First Spanish 1600-99
☐First Spanish 1700-1763
☐First Spanish (nonspecific)
☐British 1763-1783
☐Second Spanish 1783-1821
☐American Territorial 1821-45
☐American Civil War 1861-65
☐American 19th Century
☐American 20th Century
☐American (nonspecific)
☐African-American

Other Cultures (Choose from the list or type a response. For historic sites, give specific dates.)
1. _____ 3. _____
2. _____ 4. _____

OPINION OF RESOURCE SIGNIFICANCE

Potentially eligible individually for National Register of Historic Places? ☐yes ☒no ☐insufficient information
Potentially eligible as contributor to a National Register district? ☐yes ☒no ☐insufficient information
Explanation of Evaluation (required if evaluated; use separate sheet if needed)

Excavations of the remnants (floor) of the Gore Mound (8FL00029) revealed that the mound is completely destroyed (bulldozed and carried off site). No burials or human skeletal remains are presents.

Recommendations for Owner or SHPO Action

DHR USE ONLY	OFFICIAL EVALUATION	DHR USE ONLY
NR List Date _____ ☐Owner Objection	SHPO – Appears to meet criteria for NR listing: ☐yes ☐no ☐insufficient info Date _____ Init._____ KEEPER – Determined eligible: ☐yes ☐no Date _____ NR Criteria for Evaluation: ☐a ☐b ☐c ☐d (see *National Register Bulletin 15*, p. 2)	

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ARCHAEOLOGICAL SITE FORM

Site #8 FL00029

FIELD METHODS (select all that apply)

SITE DETECTION			SITE BOUNDARY		
☐no field check	☒exposed ground	☐screened shovel	☐bounds unknown	☐remote sensing	☐unscreened shovel
☐literature search	☐posthole tests	☒screened shovel-1/4"	☐none by recorder	☒exposed ground	☐screened shovel
☐informant report	☐auger tests	☐screened shovel-1/8"	☒literature search	☐posthole tests	☒block excavations
☒remote sensing	☐unscreened shovel	☐screened shovel-1/16"	☐informant report	☐auger tests	☐estimate or guess

Other methods; number, size, depth, pattern of units; screen size (attach site plan)

Phase II & III archaeological investigations (mitigative excavations

SITE DESCRIPTION

Extent/Size (m^2) 200 Depth/stratigraphy of cultural deposit (describe below)

Only floor of mound remains (footprint)

Temporal Interpretation - Components (check one): ☒single component ☐multiple component ☐uncertain

Describe each occupation in plan (refer to attached large scale map) and stratigraphically. Discuss temporal and functional interpretations:

St. Johns I & II

Integrity - Overall disturbance: ☐none seen ☐minor ☐substantial ☐major ☐redeposited ☒destroyed-**document!** ☐unknown

Disturbances / threats / protective measures

Gore Mound is completely destroyed. No burials or skeletal remains found in and below floor.

Surface collection: area collected _____ m^2 # collection units_____ | Excavation: # noncontiguous blocks _____

ARTIFACTS

Total Artifacts # 5 Ocount Oestimate | Surface #_____ | Subsurface # 5

COLLECTION SELECTIVITY

☐unknown ☒unselective (all artifacts)
☐selective (some artifacts)
☐mixed selectivity

SPATIAL CONTROL

☐uncollected ☒general (not by subarea)
☐unknown ☐controlled (by subarea)
☐variable spatial control
☐other (describe in comments below)

ARTIFACT CATEGORIES and DISPOSITIONS

____ - _____
____ - _____
____ - _____
____ - _____
____ - _____
____ - _____
____ - _____
____ - _____

select a disposition from the list below for each artifact category selected at left

A - category always collected
S - some items in category collected
O - observed first hand, but not collected
R - collected and subsequently left at site
I - informant reported category present
U - unknown

Artifact Comments

Five sherds of St. Johns Plain pottery

DIAGNOSTICS (type or mode, and frequency: e.g., *Suwanee ppk, heat-treated chert, Deptford Check-stamped, ironstone/whiteware*)

1. St. Johns Plain Ceramics N= 5
2. _____ N=_____
3. _____ N=_____
4. _____ N=_____
5. _____ N=_____
6. _____ N=_____
7. _____ N=_____
8. _____ N=_____
9. _____ N=_____

ENVIRONMENT

Nearest fresh water: Type Wetland Name_____ Distance from site (m) 50
Natural community SCRUBBY FLATWOODS Topography_____ Elevation: Min 3 m Max 5 m
Local vegetation Saw palmetto, oak
Present land use None
SCS soil series Potts Fine Sand Soil association _____

DOCUMENTATION

Accessible Documentation Not Filed with the Site File - including field notes, analysis notes, photos, plans and other important documents

1) Document type All materials at one location Maintaining organization Heritage Services, Inc.
Document description _____ File or accession #'s _____

2) Document type _____ Maintaining organization _____
Document description _____ File or accession #'s _____

RECORDER & INFORMANT INFORMATION

Informant Information: Name Dr. Jim Miller
Address / Phone / E-mail Division of Historical Resources

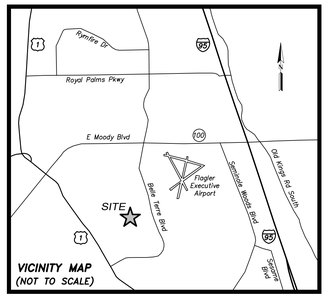
Recorder Information: Name Dana Ste.Claire Affiliation Heritage Services, Inc.
Address / Phone / E-mail Heritage Cultural Services, LLC; heritageculturalservices@gmail.com

Required Attachments

❶ **PHOTOCOPY OF 7.5' USGS QUAD MAP WITH SITE BOUNDARIES MARKED *and* SITE PLAN**
Plan at 1:3,600 or larger. Show boundaries, scale, north arrow, test/collection units, landmarks and date.

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF SECTIONS 13 AND 24, TOWNSHIP 12 SOUTH, RANGE 30 EAST, TOGETHER WITH A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

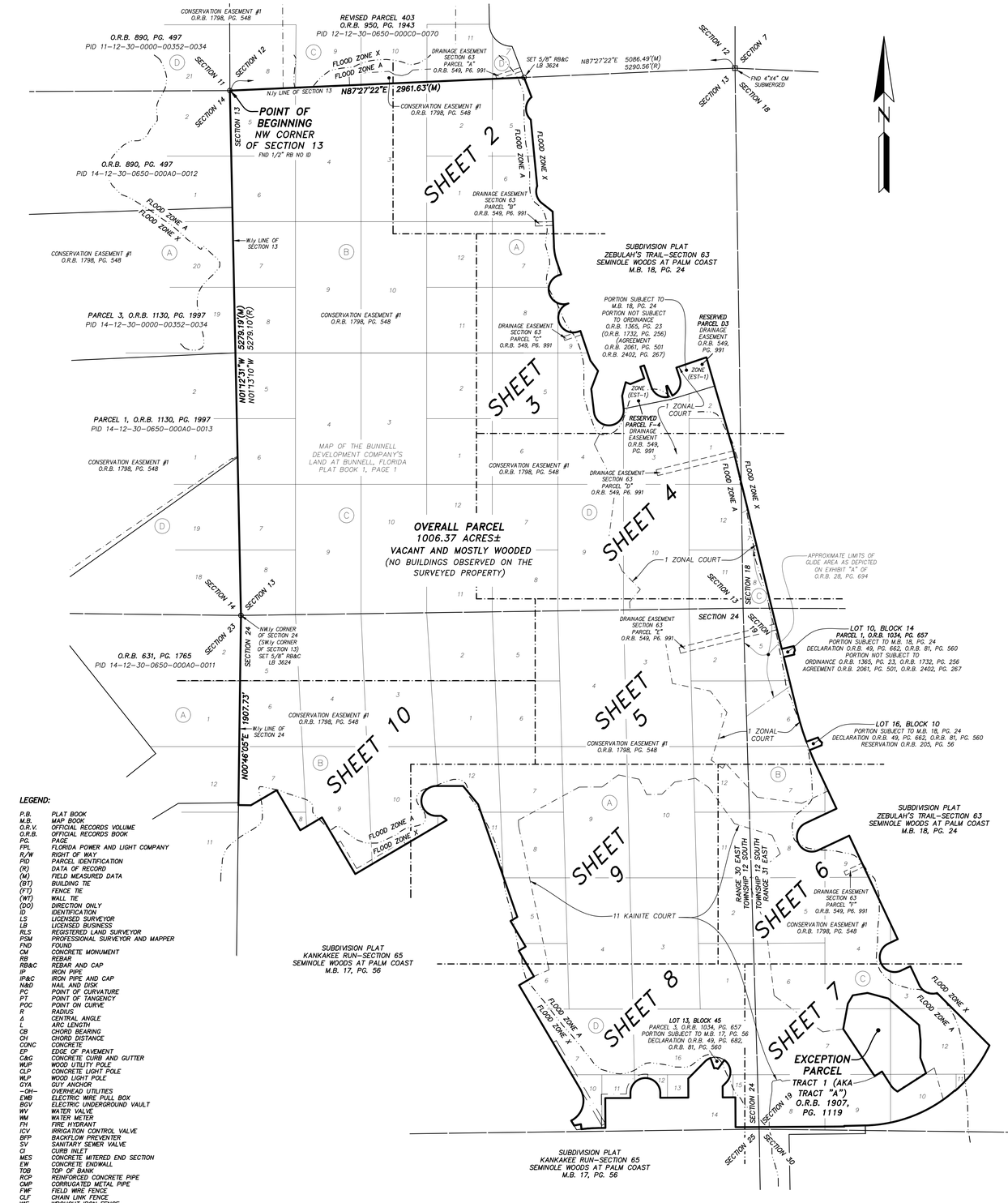


GRAPHIC SCALE

500 0 250 500 1000 2000

(IN FEET)

1 inch = 500 ft.



GENERAL NOTES:

1) THIS IS A BOUNDARY SURVEY.

2) BEARINGS BASED ON THE WESTERLY LINE OF SUBDIVISION PLAT ZEBULAH'S TRAIL-SECTION 63 SEMINOLE WOODS AT PALM COAST AS BEING SOUTH 13°42'58" EAST. RECORD BEARINGS DEPICTED HEREON ARE REFLECTIVE OF ADJUSTMENT OF DEED TO STATE PLANE COORDINATES AND ARE NOT TRANSCRIBED VERBATIM FROM DEEDS OF RECORD.

3) SECTION AND/OR LOT LINES DEPICTED HEREON ARE GRAPHIC REPRESENTATIONS ONLY UNLESS OTHERWISE DENOTED.

4) LOCATION OF IMPROVEMENTS LIMITED TO ABOVE GROUND VISIBLE EVIDENCE AT BOUNDARY PERIMETER ONLY. UNDERGROUND IMPROVEMENTS NOT LOCATED, EXCEPT AS EVIDENCED BY ABOVE GROUND FEATURES THEREOF AT SAID PERIMETER. INTERIOR IMPROVEMENTS NOT LOCATED OR SHOWN.

5) UPON EXAMINATION OF FLAGLER COUNTY FLOOD INSURANCE RATE MAP NUMBERS 12035C0228E AND 12035C0230E, DATED JUNE 6, 2018, THE SURVEYED PROPERTY DEPICTED HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND ZONE "A" (AREAS WITH 1% ANNUAL CHANCE BASE FLOOD ELEVATION). FLOOD ZONE LINES DEPICTED HEREON ARE AS SCALED FROM SAID FLOOD INSURANCE RATE MAP AND DO NOT REFLECT FIELD MEASURE. NO ATTEMPT WAS MADE TO FIELD VERIFY.

6) ZONING FOR THE SURVEYED PROPERTY IS MASTER PLANNED DEVELOPMENT DISTRICT (MPD) (BLANKET IN NATURE EXCEPT A DEPICTED) AND RURAL AND SUBURBAN ESTATE DISTRICTS (EST-1) PER THE FLAGLER COUNTY PROPERTY APPRAISER'S DATABASE. NO OTHER INFORMATION WAS PROVIDED TO THIS OFFICE.

7) THE SURVEYED PROPERTY HAS DIRECT ACCESS TO BELLE TERRE BOULEVARD, ZACHARY PLACE, KAINITE COURT, ZAUN TRAIL, ZONAL COURT, AND ZONAL GERANIUM TRAIL, ALL IMPROVED PUBLIC RIGHTS OF WAY.

8) FOR THE SURVEYED PROPERTY THERE WAS NO OBSERVED EVIDENCE (I) OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS; NOR (II) OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS. AT THIS TIME THERE ARE NO KNOWN PROPOSED CHANGES IN THE STREET OR RIGHT OF WAY LINES.

9) SURVEY PREPARED WITH BENEFIT OF AMERICAN LAND TITLE ASSOCIATION COMMITMENT BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER No.: 10423037, COMMITMENT DATE: 04/22/2022.

THE SURVEYED PROPERTY IS SUBJECT TO OR BENEFITED BY THE FOLLOWING ITEMS LISTED IN SCHEDULE B SECTION II OF SAID COMMITMENT AS BASED ON THEIR LEGAL DESCRIPTIONS:

ITEM 6) RIGHTS UNDER INSTRUMENT RECORDED IN DEED BOOK 24, PAGE 67, AND DEED BOOK 24, PAGE 70. (AS TO PORTION LYING WITHIN TOWNSHIP 12 SOUTH, RANGE 30 EAST, EASEMENT AREA NOT LEGALLY DESCRIBED AND CANNOT BE PLOTTED)

ITEM 7) EASEMENT RIGHTS AS REFERENCED IN O.R.B. 10, PG. 432, AND O.R.B. 28, PG. 694. (APPROXIMATE LIMITS OF GLIDE AREA AS DEPICTED ON EXHIBIT "A" OF O.R.B. 28, PG. 694)

ITEM 8) AGREEMENT RECORDED IN O.R.B. 560, PG. 912, AS AFFECTED BY O.R.B. 96, PG. 204; CLARIFICATION IN O.R.B. 413, PG. 656; AMENDING AGREEMENT IN O.R.B. 439, PG. 203; AND SETTLEMENT AGREEMENT IN O.R.B. 596, PG. 1543. (NOT LEGALLY DESCRIBED AND CANNOT BE PLOTTED)

ITEM 9) DRAINAGE EASEMENTS RECORDED IN O.R.B. 549, PG. 991, AS AFFECTED BY O.R.B. 602, PG. 53; AND ASSIGNMENTS IN O.R.B. 1329, PG. 1285, AND O.R.B. 1375, PG. 1340. (AS DEPICTED, DRAINAGE EASEMENTS WITHIN RESERVED PARCELS D3 AND F4 NOT LEGALLY DESCRIBED AND CANNOT BE PLOTTED)

ITEM 10) ORDINANCE No. 2005-45 AS RECORDED IN O.R.B. 1365, PG. 23, AND MODIFICATION IN O.R.B. 1732, PG. 256. (BLANKET IN NATURE, EXCEPT AS DEPICTED)

ITEM 11) CITY OF PALM COAST DEVELOPMENT ORDER RECORDED IN O.R.B. 1386, PG. 885. (NOT LEGALLY DESCRIBED AND CANNOT BE PLOTTED)

ITEM 12) TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS AND POSSIBLE LIENS CREATED BY AND SET FORTH IN DECLARATION RECORDED IN O.R.B. 1463, PG. 1424; TOGETHER WITH O.R.B. 1463, PG. 1437, AND O.R.B. 1463, PG. 1453. (AS DEPICTED ON SHEET 7)

ITEM 13) EASEMENT RECORDED IN O.R.B. 1463, PG. 1479. (AS DEPICTED ON SHEET 7)

ITEM 14) EASEMENT RECORDED IN O.R.B. 1463, PG. 1482. (AS DEPICTED ON SHEET 7)

ITEM 15) AGREEMENT RECORDED IN O.R.B. 1465, PG. 415, AND TRANSFER IN O.R.B. 2505, PG. 557. (AS DEPICTED ON SHEET 7)

ITEM 16) TERMS, PROVISIONS AND OBLIGATIONS SET FORTH IN PROJECT AGREEMENT RECORDED IN O.R.B. 1472, PG. 465. (BLANKET IN NATURE, NOT A SURVEY MATTER)

ITEM 18) CONSERVATION EASEMENT RECORDED IN O.R.B. 1543, PG. 1377. (AS DEPICTED ON SHEET 7)

ITEM 19) EASEMENT RECORDED IN O.R.B. 1566, PG. 1854. (AS DEPICTED ON SHEET 7)

ITEM 20) EASEMENT RECORDED IN O.R.B. 1600, PG. 1266. (FP&L EASEMENTS #1 AND #2 AS DEPICTED) (FP&L EASEMENT #3 NOT DEPICTED, DOCUMENT INCOMPLETE)

ITEM 21) VISIBILITY, RIGHT OF ACCESS AND MAINTENANCE EASEMENT RECORDED IN O.R.B. 1699, PG. 1428. (AS DEPICTED ON SHEET 7)

ITEM 22) CONSERVATION EASEMENT RECORDED IN O.R.B. 1798, PG. 548. (AS DEPICTED ON SHEET 7)

ITEM 24) CONSERVATION EASEMENT RECORDED IN O.R.B. 1798, PG. 575. (AS DEPICTED ON SHEET 7)

ITEM 25) EASEMENT RECORDED IN O.R.B. 1864, PG. 224. (AS DEPICTED ON SHEET 7)

ITEM 26) EASEMENT RECORDED IN O.R.B. 1904, PG. 1358. (AS DEPICTED ON SHEET 7)

ITEM 27) AMENDED AND RESTATED AGREEMENTS RECORDED IN O.R.B. 2061, PG. 501, AND O.R.B. 2402, PG. 267. (BLANKET IN NATURE, EXCEPT AS DEPICTED)

ITEM 28) RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS CONTAINED ON THE PLAT OF MAP OF THE BUNNELL DEVELOPMENT COMPANY'S LAND AT BUNNELL, FLORIDA, RECORDED IN PLAT BOOK 1, PAGE 1. (AS DEPICTED)

ITEM 29) RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS CONTAINED ON THE PLAT OF SUBDIVISION PLAT ZEBULAH'S TRAIL-SECTION 63 SEMINOLE WOODS AT PALM COAST, RECORDED IN MAP BOOK 18, PAGE 24, AND AS AFFECTED BY O.R.B. 51, PG. 406, O.R.B. 122, PG. 107, O.R.B. 122, PG. 282, O.R.B. 189, PG. 255, O.R.B. 331, PG. 531, AND O.R.B. 331, PG. 535. (AS DEPICTED)

ITEM 30) RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS CONTAINED ON THE PLAT OF SUBDIVISION PLAT KANKAKEE RUN-SECTION 65 SEMINOLE WOODS AT PALM COAST, RECORDED IN MAP BOOK 17, PAGE 56, AND AS AFFECTED BY O.R.B. 331, PG. 531. (AS DEPICTED)

ITEM 31) RESTRICTIONS, COVENANTS AND CONDITIONS RECORDED IN O.R.B. 49, PG. 662, AS AMENDED IN O.R.B. 53, PG. 384, O.R.B. 56, PG. 78, O.R.B. 57, PG. 230, O.R.B. 57, PG. 368, O.R.B. 81, PG. 560, O.R.B. 95, PG. 254, O.R.B. 100, PG. 9, O.R.B. 119, PG. 641, AND O.R.B. 218, PG. 594. (AS DEPICTED)

ITEM 32) RESTRICTIONS, COVENANTS AND CONDITIONS RECORDED IN O.R.B. 49, PG. 682, AS AMENDED IN O.R.B. 53, PG. 386, O.R.B. 56, PG. 82, O.R.B. 57, PG. 234, O.R.B. 57, PG. 362, O.R.B. 81, PG. 560, O.R.B. 95, PG. 254, O.R.B. 100, PG. 9, O.R.B. 119, PG. 641, AND O.R.B. 218, PG. 594. (AS DEPICTED)

ITEM 33) COVENANT RECORDED IN O.R.B. 130, PG. 19. (COVENANT AREA NOT LEGALLY DESCRIBED/DEFINED AND CANNOT BE PLOTTED)

ITEM 34) EASEMENT RESERVATION CONTAINED IN O.R.B. 205, PG. 56. (AS DEPICTED)

THE SURVEYED PROPERTY IS NOT SUBJECT TO OR BENEFITED BY THE FOLLOWING ITEMS LISTED IN SCHEDULE B SECTION II OF SAID COMMITMENT AS BASED ON THEIR LEGAL DESCRIPTIONS:

ITEM 17) ORDINANCE RECORDED IN O.R.B. 1539, PG. 895. (OFFSITE)

ITEM 18) CONSERVATION EASEMENT RECORDED IN O.R.B. 1544, PG. 1213. (OFFSITE)

ITEM 22) CONSERVATION EASEMENT RECORDED IN O.R.B. 1643, PG. 118. (REPLACED BY O.R.B. 1798, PG. 548)

ITEM 23) NOTICE OF ASSESSMENTS RECORDED IN O.R.B. 1703, PG. 384. (OFFSITE)

ITEM 31) RESTRICTIONS, COVENANTS AND CONDITIONS RECORDED IN O.R.B. 76, PG. 267. (OFFSITE)

ALL OTHER ITEMS NOT LISTED ARE NOT SURVEY MATTERS OR ARE NOT IDENTIFIED BY A RECORDING REFERENCE.

ALL THE ABOVE ITEMS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

LEGEND:

P.B.	PLAT BOOK
M.B.	MAP BOOK
O.R.V.	OFFICIAL RECORDS VOLUME
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
FPL	FLORIDA POWER AND LIGHT COMPANY
R/W	RIGHT OF WAY
PID	PARCEL IDENTIFICATION
(R)	DATA OF RECORD
(M)	FIELD MEASURED DATA
(BT)	BUILDING TIE
(FT)	FENCE TIE
(WT)	WALL TIE
(DO)	DIRECTION ONLY
ID	IDENTIFICATION
LS	LICENSED SURVEYOR
LB	LICENSED BUSINESS
RLS	REGISTERED LAND SURVEYOR
PSM	PROFESSIONAL SURVEYOR AND MAPPER
FND	FOUND
CM	CONCRETE MONUMENT
RB	REBAR
RB&C	REBAR AND CAP
IP	IRON PIPE
IP&C	IRON PIPE AND CAP
N&D	NAIL AND DISK
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
POC	POINT ON CURVE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
CONC	CONCRETE
EP	EDGE OF PAVEMENT
C&G	CONCRETE CURB AND GUTTER
WUP	WOOD UTILITY POLE
CLP	CONCRETE LIGHT POLE
WLP	WOOD LIGHT POLE
GYA	GUY ANCHOR
-OH-	OVERHEAD UTILITIES
EWB	ELECTRIC WIRE PULL BOX
EUV	ELECTRIC UNDERGROUND VAULT
WV	WATER VALVE
WM	WATER METER
FH	FIRE HYDRANT
ICV	IRRIGATION CONTROL VALVE
BFP	BACKFLOW PREVENTER
SV	SANITARY SEWER VALVE
CI	CURB INLET
MES	CONCRETE MITERED END SECTION
EW	CONCRETE ENDWALL
TOB	TOP OF BANK
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
FWF	FIELD WIRE FENCE
CLF	CHAIN LINK FENCE
WF	WROUGHT IRON FENCE
WPF	WOOD PRIVACY FENCE
PPF	PLASTIC PRIVACY FENCE
TWB	TELECOMMUNICATIONS WIRE PULL BOX
TER	TELECOMMUNICATIONS RISER
TSC	TELECOMMUNICATIONS SERVICE CABINET
FOM	FIBER OPTIC MARKER
(EST-1)	RURAL AND SUBURBAN ESTATE DISTRICTS
O	INFORMATION SIGN (UNLESS OTHERWISE NOTED)

SURVEYOR'S DESCRIPTION:

OVERALL PARCEL

A portion of Sections 13 and 24, Township 12 South, Range 30 East, together with a portion of Sections 18 and 19, Township 12 South, Range 31 East, Flagler County, Florida, being a portion of Map of the Bunnell Development Company's Land at Bunnell, Florida, as recorded in Plat Book 1, page 1, of the Public Records of said county, also being a portion of Revised Parcel 403, as described and recorded in Official Records Book 950, page 1943, of said Public Records, together with all of Lot 13, Block 45, as depicted on Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast, recorded in Map Book 17, page 56, together with all of Reserved Parcels D3 and F-4, all of Lot 10, Block 14, and all of Lot 16, Block 10, as depicted on Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast, recorded in Map Book 18, page 24, all of said Public Records, being more particularly described as follows:

For a Point of Beginning, commence at the Northwest corner of said Section 13; thence North 87°27'22" East, along the Northerly line of said Section 13, a distance of 2961.63 feet to its intersection with the Westerly line of said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; thence along said Westerly line the following 17 courses: Course 1, thence South 20°55'26" East, departing said Northerly line, 211.58 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 2, thence Southerly along the arc of said curve, through a central angle of 98°21'15", an arc length of 257.49 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 01°53'15" West, 227.02 feet; Course 3, thence South 05°31'19" East, along a non-tangent line, 669.87 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 4, thence Southerly along the arc of said curve, through a central angle of 73°26'22", an arc length of 192.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 15°27'56" East, 179.37 feet; Course 5, thence South 52°11'07" East, 136.97 feet; Course 6, thence South 02°05'57" East, 346.46 feet to the point of curvature of a curve concave Easterly having a radius of 550.00 feet; Course 7, thence Southerly along the arc of said curve, through a central angle of 16°39'59", an arc length of 159.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 10°25'57" East, 159.42 feet; Course 8, thence South 18°45'56" East, 136.41 feet; Course 9, thence South 71°14'04" West, 25.00 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 10, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 11, thence Southerly along the arc of a non-tangent curve concave Easterly having a radius of 150.00 feet, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 12, thence South 18°45'56" East, 25.00 feet; Course 13, thence South 71°14'04" West, 315.63 feet; Course 14, thence South 36°19'43" East, 128.96 feet; Course 15, thence South 20°50'43" West, 193.05 feet; Course 16, thence South 06°47'31" East, 236.49 feet to the point of curvature of a curve concave Northerly having a radius of 150.00 feet; Course 17, thence Easterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve being the Southwesterly corner of said Reserved Parcel F-4, said arc being subtended by a chord bearing and distance of North 83°12'29" East, 300.00 feet; thence Easterly along the boundary lines of said Reserved Parcels F-4 and D3 the following 15 courses: Course 1, thence North 06°47'31" West, departing said Westerly line, 50.00 feet; Course 2, thence North 06°12'39" West, 80.71 feet; Course 3, thence North 14°31'01" East, 141.50 feet; Course 4, thence South 66°56'33" East, 50.00 feet; Course 5, thence North 68°07'42" East, 152.15 feet; Course 6, thence North 18°45'56" West, 125.00 feet to a point lying on the Southerly right of way line of Zaun Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; Course 7, thence North 71°14'04" East, along said Southerly right of way line, 230.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 81°38'47", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 59°35'20" East, 196.12 feet; Course 10, thence North 10°24'43" West, 110.00 feet to a point lying on the Southerly right of way line of Zachary Place, a 50 foot right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; Course 11, thence Easterly along said Southerly right of way line and along the arc of a non-tangent curve concave Northerly having a radius of 40.00 feet, through a central angle of 16°42'24", an arc length of 11.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 71°14'04" East 11.62 feet; Course 12, thence South 27°09'28" East, departing said Southerly right of way line, 110.00 feet to a point on a non-tangent curve concave Westerly having a radius of 150.00 feet; Course 13, thence Northerly along the arc of said curve, through a central angle of 81°38'48", an arc length of 213.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 22°03'28" East, 196.12 feet; Course 14, thence North 18°45'56" West, 105.00 feet; Course 15, thence North 71°14'04" East, 320.00 feet; thence South 16°08'17" East, continuing along said boundary line of Reserved Parcel D-3 and along said Westerly line of Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast, 979.40 feet; thence South 13°42'58" East, continuing along said Westerly line, 2050.00 feet to the Northwesterly corner of said Lot 10, Block 14; thence along the boundary line of said Lot 10, Block 14, the following 5 courses: Course 1, thence North 76°17'02" East, departing said Westerly right of way line of Zonal Court, a variable width right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; Course 2, thence South 13°42'58" East, along said Westerly right of way line, 44.00 feet; Course 3, thence South 23°09'13" West, continuing along said Westerly right of line, 25.00 feet; Course 4, thence South 13°42'58" East, continuing along said Westerly right of way line, 20.00 feet; Course 5, thence South 76°17'02" West, departing said Westerly right of way line, 110.00 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; thence South 13°42'58" East, along said Westerly line, 549.66 feet to the point of curvature of a curve concave Easterly having a radius of 2940.00 feet; thence Southerly, continuing along said Westerly line and along the arc of said curve, through a central angle of 06°28'07", an arc length of 331.92 feet to the Northwesterly corner of said Lot 16, Block 10, said arc being subtended by a chord bearing and distance of South 16°57'02" East, 331.74 feet; thence along the boundary line of said Lot 16, Block 10, the following 4 courses: Course 1, thence North 69°48'54" East, departing said Westerly line, 125.00 feet to a point lying on said Westerly right of way line of Zonal Court, said point lying on a non-tangent curve concave Northeasterly having a radius of 100.00 feet; Course 2, thence Southeasterly along said Westerly right of way line and along the arc of said curve, through a central angle of 37°48'57", an arc length of 66.00 feet to a point lying on the Westerly right of way line of Zonal Geranium Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast, said arc being subtended by a chord bearing and distance of South 39°05'34" East, 64.81 feet; Course 3, thence Southerly, along last said Westerly right of way line and along the arc of a non-tangent curve concave Easterly having a radius of 100.00 feet, through a central angle of 16°12'39", an arc length of 28.29 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 07°00'40" West, 28.20 feet; Course 4, thence South 68°03'08" West, departing said Westerly right of way line, 131.78 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; thence Southerly along said Westerly line the following 13 courses: Course 1, thence Southeasterly along the arc of a non-tangent curve concave Northeasterly having a radius of 2940.00 feet, through a central angle of 03°11'46", an arc length of 164.01 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 23°32'45" East, 163.99 feet; Course 2, thence South 25°08'38" East, 483.89 feet; Course 3, thence South 64°51'22" West, 345.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 4, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08'38" East, 300.00 feet; Course 5, thence North 64°51'22" East, 345.00 feet; Course 6, thence North 25°08'38" East, 1150.00 feet; Course 8, thence South 64°51'22" West, 105.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 64°51'22" East, 105.00 feet; Course 10, thence North 64°51'22" East, 105.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 11, thence Southeasterly along the arc of said curve, through a central angle of 81°38'48", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 65°58'02" East, 196.12 feet; Course 13, thence South 45°00'43" East, along non-tangent line, 744.60 feet to a point lying on the Northerly right of way line of Belle Terre Boulevard (as presently established; having a variable width right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast) said point being a point on a non-tangent curve concave Southerly having a radius of 40.00 feet; Course 2, thence Westerly along said Northerly right of way line and along the arc of said curve, through a central angle of 55°51'28", an arc length of 39.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 81°37'32" West, 37.47 feet; Course 3, thence North 19°33'26" West, departing said Northerly right of way line, 110.00 feet to the Northwesterly corner lying on said Northerly line of Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast; thence Southwesterly along said Northerly line the following 9 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Southeasterly having a radius of 150.00 feet, through a central angle of 25°47'09", an arc length of 67.51 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 44°39'35" West, 66.94 feet; Course 2, thence South 57°33'10" West, 66.94 feet; Course 3, thence South 00°20'25" East, 192.13 feet; Course 4, thence South 89°39'35" West, 282.47 feet; Course 5, thence North 00°20'25" West, 50.00 feet to the point of curvature of a curve concave Southerly having a radius of 150.00 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve being subtended by a chord bearing and distance of South 89°39'35" West, 300.00 feet; Course 7, thence South 00°20'25" East, 50.00 feet; Course 8, thence South 89°39'35" West, 253.41 feet; Course 9, thence South 00°20'25" East, 300.00 feet to a point lying on said Northerly right of way line of Belle Terre Boulevard; thence South 89°39'35" West, along said Northerly right of way line, 63.24 feet to the point of curvature of a curve concave Southerly having a radius of 1521.26 feet; thence Westerly continuing along said Northerly right of way line and along the arc of said curve, through a central angle of 06°41'48", an arc length of 177.80 feet to the Northeasterly corner of RP 190, as described and recorded in Official Records Book 1004, page 341, of said Public Records, said arc being subtended by a chord bearing and distance of South 86°18'42" West, 177.70 feet; thence North 07°02'15" West, departing said Northerly right of way line and along the boundary line of said RP 190, a distance of 50.00 feet; thence South 78°41'33" West, continuing along said boundary line, 70.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast; thence Northwesterly along said Northerly line the following 21 courses: Course 1, thence North 30°31'09" West, 57.09 feet; Course 2, thence North 59°28'51" East, 15.00 feet to the point of curvature of a curve concave Westerly having a radius of 225.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 353.43 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 14°28'51" East, 318.20 feet; Course 4, thence North 30°31'09" West, 1215.00 feet; Course 5, thence North 59°28'51" East, 173.41 feet; Course 6, thence North 30°31'09" West, 300.00 feet; Course 7, thence North 59°28'51" East, 80.00 feet; Course 8, thence North 30°31'09" West, 300.00 feet; Course 9, thence North 59°28'51" East, 79.56 feet; Course 10, thence North 19°12'34" West, 1199.35 feet; Course 11, thence North 39°07'43" West, 238.04 feet; Course 12, thence South 89°59'37" West, 270.01 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 13, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 00°00'07" East, 300.00 feet; Course 14, thence North 89°59'53" East, 50.00 feet; Course 15, thence South 53°08'54" East, 63.20 feet; Course 16, thence South 30°31'09" East, 6.35 feet; Course 17, thence South 59°28'51" West, 1065.59 feet; Course 18, thence North 30°31'09" West, 660.00 feet; Course 19, thence South 59°28'51" West, 253.41 feet; Course 20, thence North 30°31'09" West, 468.41 feet; Course 21, thence South 59°28'51" West, 300.00 feet; thence North 89°14'34" West, continuing along said Northerly line and its Westerly prolongation, 125.81 feet to a point lying on the Westerly line of said Section 24; thence North 00°46'05" East, along said Westerly line, 1907.73 feet to the Northwesterly corner thereof, said corner also being the Southwesterly corner of said Section 13; thence North 01°12'31" West, along the Westerly line of said Section 13, a distance of 5279.19 feet to the Point of Beginning.

Less and Except Tract 1, also known as Tract "A", as described and recorded in Official Records Book 1907, page 1119, of the Public Records of Flagler County, Florida.

Containing 1006.37 acres, more or less.

CERTIFIED TO:
Greenpoint Developers, LLC, a Delaware limited liability company;
Oare Associates, LLC, a Florida limited liability company;
Shuffield, Lowman & Wilson, P.A.;
Fidelity National Title Insurance Company.

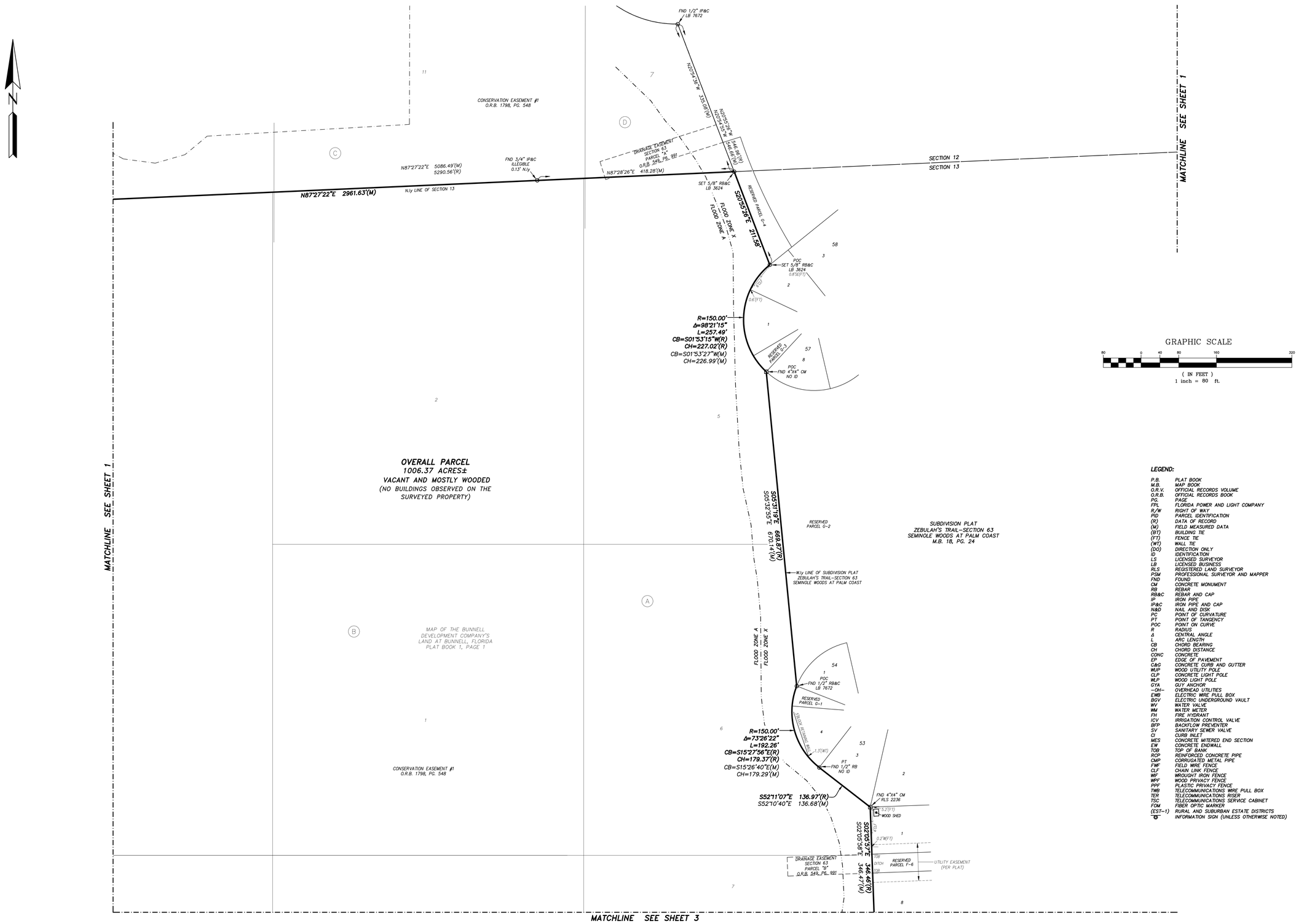
THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 7(a), 8, 16 AND 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 29, 2024.

ETM SURVEYING & MAPPING
Trusted Advisors, Creating Community.
14775 Old St. Augustine Rd.
Jacksonville, Florida 32258
(904) 642-8550
www.etminc.com
Certificate of Authorization No: LB 3624

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

G. C. COLYER III
*PROFESSIONAL SURVEY

A PORTION OF SECTIONS 13 AND 24, TOWNSHIP 12 SOUTH, RANGE 30 EAST,
TOGETHER WITH A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 12 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.



GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.

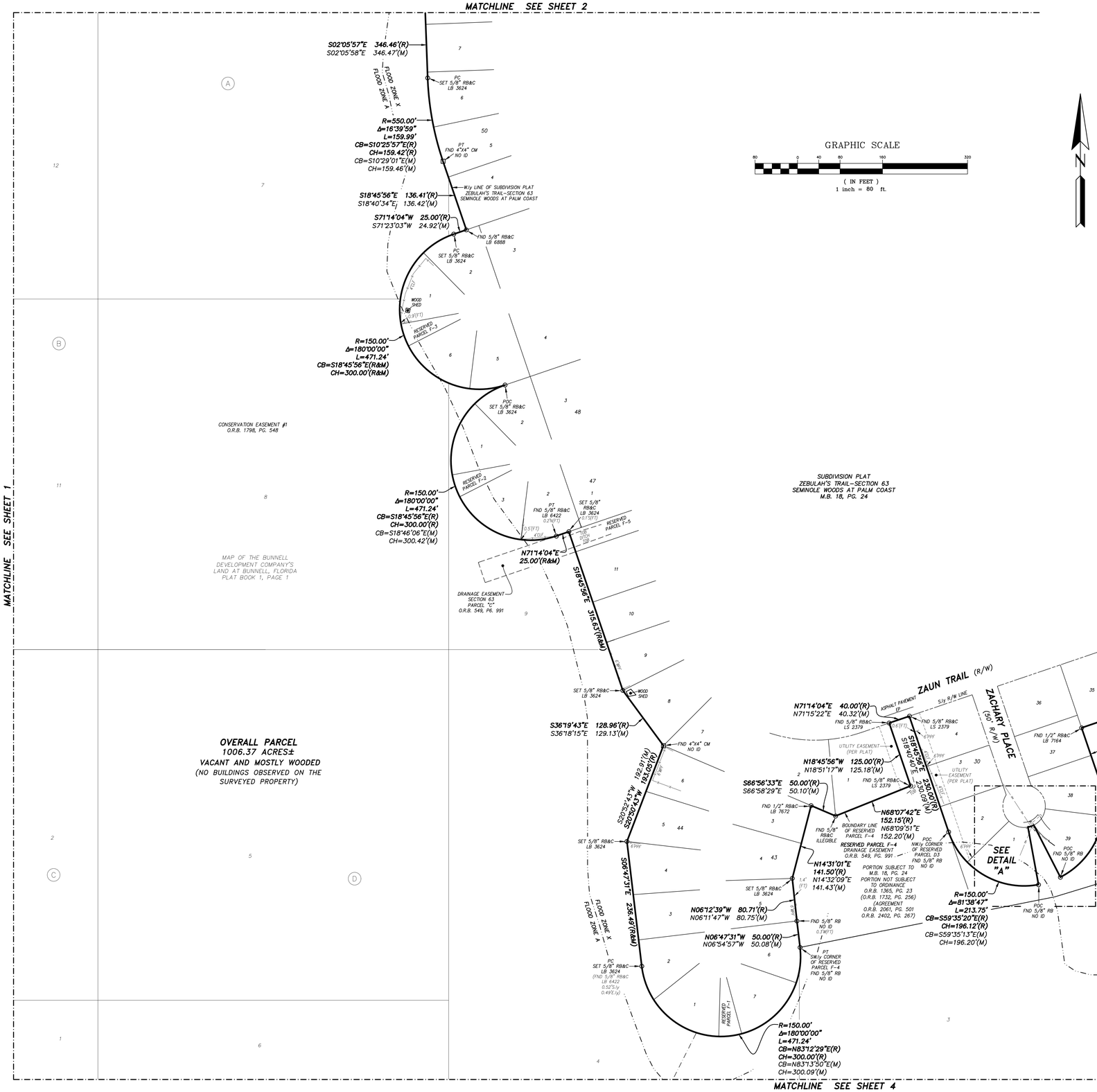
LEGEND:

P.B.	PLAT BOOK
M.B.	MAP BOOK
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O.R.B.	OFFICIAL RECORDS BOOK
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N&D	NAIL AND DISK
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PT	POINT OF TANGENCY
POC	POINT ON CURVE
R	RADIUS
Δ	CENTRAL ANGLE
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EP	EDGE OF PAVEMENT
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WUP	WOOD UTILITY POLE
CLP	CONCRETE LIGHT POLE
WLP	WOOD LIGHT POLE
GYA	GUY ANCHOR
—OH—	OVERHEAD UTILITIES
EMB	ELECTRIC WIRE PULL BOX
EGV	ELECTRIC UNDERGROUND VAULT
WV	WATER VALVE
WM	WATER METER
FH	FIRE HYDRANT
ICV	IRRIGATION CONTROL VALVE
BFP	BACKFLOW PREVENTER
SV	SANITARY SEWER VALVE
CI	CURB INLET
MES	CONCRETE MITERED END SECTION
EW	CONCRETE ENDWALL
TOB	TOP OF BANK
RCP	REINFORCED CONCRETE PIPE
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FWF	FIELD WIRE FENCE
CLF	CHAIN LINK FENCE
WF	WROUGHT IRON FENCE
WPF	WOOD PRIVACY FENCE
PPF	PLASTIC PRIVACY FENCE
TMB	TELECOMMUNICATIONS WIRE PULL BOX
TER	TELECOMMUNICATIONS RISER
TSC	TELECOMMUNICATIONS SERVICE CABINET
FOM	FIBER OPTIC MARKER
(EST-1)	RURAL AND SUBURBAN ESTATE DISTRICTS
⊙	INFORMATION SIGN (UNLESS OTHERWISE NOTED)

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

SHEET 2 OF 10
SEE SHEET 1 FOR GENERAL NOTES.

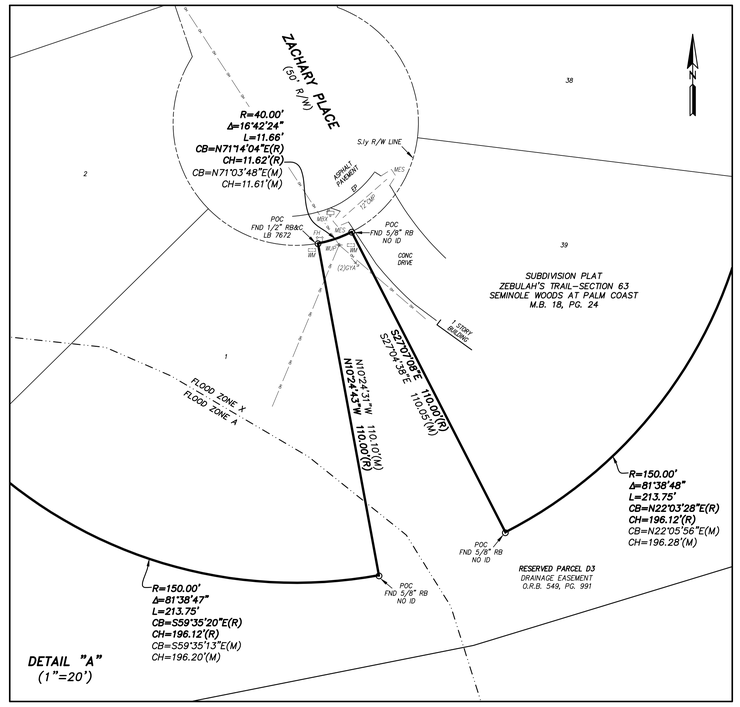
A PORTION OF SECTIONS 13 AND 24, TOWNSHIP 12 SOUTH, RANGE 30 EAST, TOGETHER WITH A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.



GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.



LEGEND:

P.B.	PLAT BOOK
M.B.	MAP BOOK
O.R.V.	OFFICIAL RECORDS VOLUME
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
FPL	FLORIDA POWER AND LIGHT COMPANY
R/W	RIGHT OF WAY
PID	PARCEL IDENTIFICATION
(R)	DATA OF RECORD
(M)	FIELD MEASURED DATA
(BT)	BUILDING TIE
(FT)	FENCE TIE
(WT)	WALL TIE
(DO)	DIRECTION ONLY
ID	IDENTIFICATION
LS	LICENSED SURVEYOR
LB	LICENSED BUSINESS
RLS	REGISTERED LAND SURVEYOR
PSM	PROFESSIONAL SURVEYOR AND MAPPER
FND	FOUND
CM	CONCRETE MONUMENT
RB	REBAR
RB&C	REBAR AND CAP
IP	IRON PIPE
IP&C	IRON PIPE AND CAP
N&D	NAIL AND DISK
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
POC	POINT ON CURVE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
CONC	CONCRETE
EP	EDGE OF PAVEMENT
C&G	CONCRETE CURB AND GUTTER
WUP	WOOD UTILITY POLE
CLP	CONCRETE LIGHT POLE
WLP	WOOD LIGHT POLE
GYA	GUY ANCHOR
-OH-	OVERHEAD UTILITIES
EMB	ELECTRIC WIRE PULL BOX
EGV	ELECTRIC UNDERGROUND VAULT
WV	WATER VALVE
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FH	FIRE HYDRANT
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BFP	BACKFLOW PREVENTER
SV	SANITARY SEWER VALVE
CI	CURB INLET
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EW	CONCRETE ENDWALL
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FOM	FIBER OPTIC MARKER
(EST-1)	RURAL AND SUBURBAN ESTATE DISTRICTS
	INFORMATION SIGN (UNLESS OTHERWISE NOTED)

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

SHEET 3 OF 10
SEE SHEET 1 FOR GENERAL NOTES.

CAD FILE: I:\Survey\RMApro\Flagler County\Magnolia Trace\Bndy\Magnolia Trace Alta 2024.dwg FIELD BOOK: EFB3 "2237801" DRAWN BY: BAC CHECKED BY: GCC3
COUNTY: FLAGLER ORDER NO.: 22-378.01 FILE NO.: 129A-16.01A

A PORTION OF SECTIONS 13 AND 24, TOWNSHIP 12 SOUTH, RANGE 30 EAST,
TOGETHER WITH A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 12 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

MATCHLINE SEE SHEET 3

MATCHLINE SEE SHEET 1



GRAPHIC SCALE

80 0 40 80 160 320

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CONSERVATION EASEMENT #1
O.R.B. 1798, PG. 548

MAP OF THE BUNNELL
DEVELOPMENT COMPANY'S
LAND AT BUNNELL, FLORIDA
PLAT BOOK 1, PAGE 1

OVERALL PARCEL
1006.37 ACRES±
VACANT AND MOSTLY WOODED
(NO BUILDINGS OBSERVED ON THE
SURVEYED PROPERTY)

DRAINAGE EASEMENT
SECTION 63
PARCEL "D"
O.R.B. 549, PG. 991

SUBDIVISION PLAT
ZEBULAH'S TRAIL-SECTION 63
SEMINOLE WOODS AT PALM COAST
M.B. 18, PG. 24

S18°08'08"E
979.48'(R)
979.48'(M)

FND 5/8" RB
NO ID

RESERVED
PARCEL D 2

UTILITY EASEMENT
(PER PLAT)

0.2'(FT)

1.0'(FT)

S13°42'57"E 850.00'(M)

ON LINE(FT)

0.2'(FT)

6'PPF

W'ly LINE OF SUBDIVISION PLAT
ZEBULAH'S TRAIL-SECTION 63
SEMINOLE WOODS AT PALM COAST

S13°42'57"E
2050.80'(R)
2049.83'(M)

2.0'(FT)

0.4'(FT)

FND 1/2" RB&C
LB 6883

UTILITY EASEMENT
(PER PLAT)

RESERVED PARCEL C-1

RANGE 30 EAST
TOWNSHIP 12 SOUTH
RANGE 31 EAST

APPROXIMATE LIMITS OF SIDE AREA
AS DEPICTED IN O.R.B. 549,
PG. 994

FLOOD ZONE X
FLOOD ZONE A

MATCHLINE SEE SHEET 5

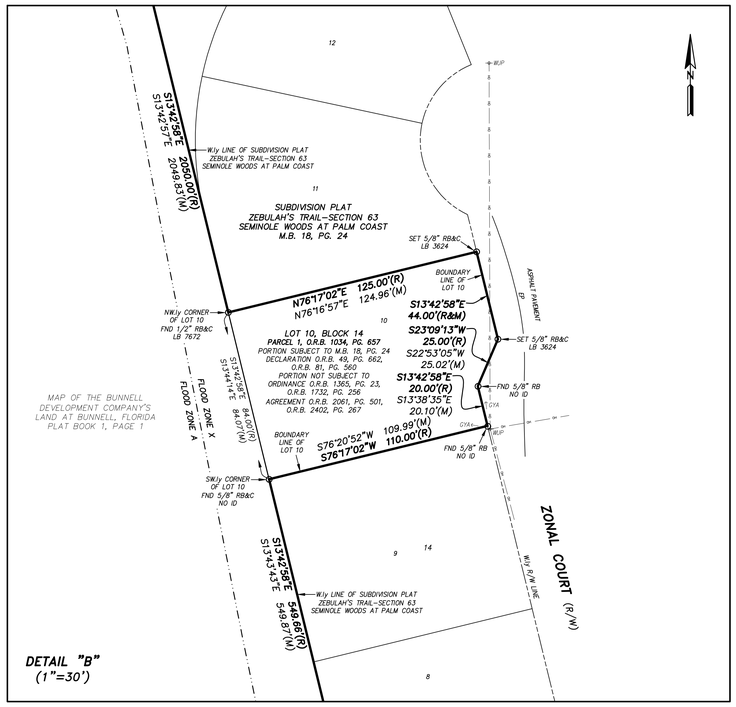
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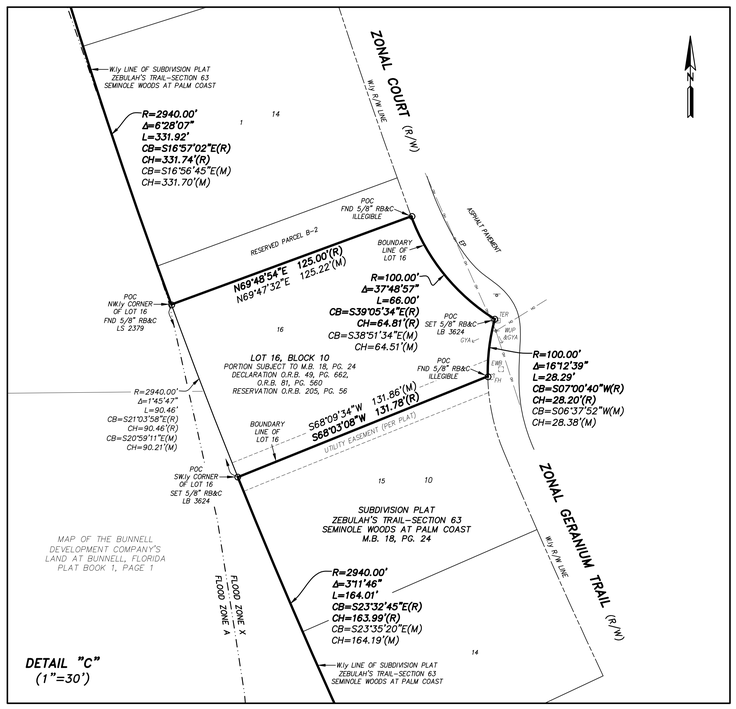
SHEET 4 OF 10
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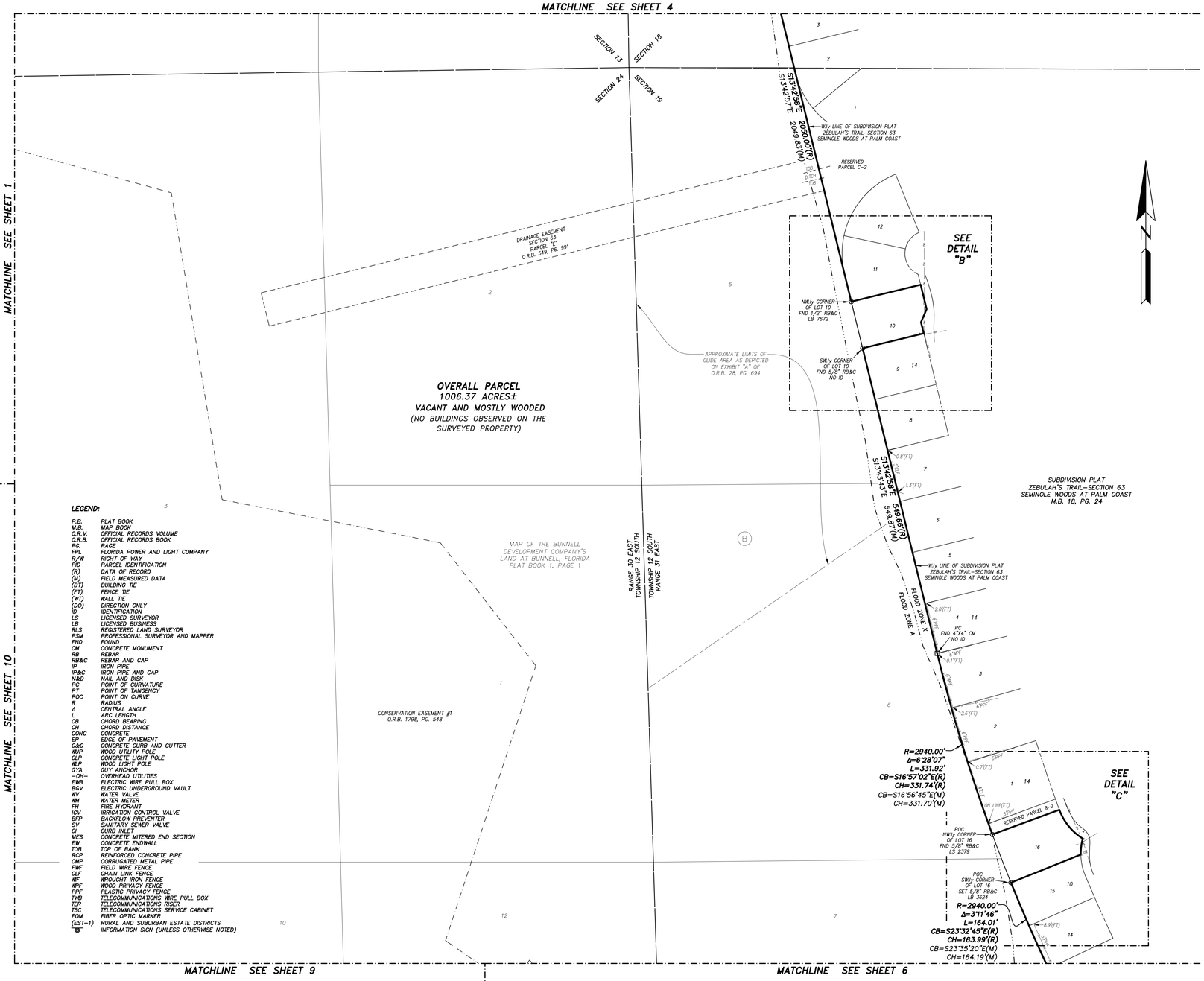
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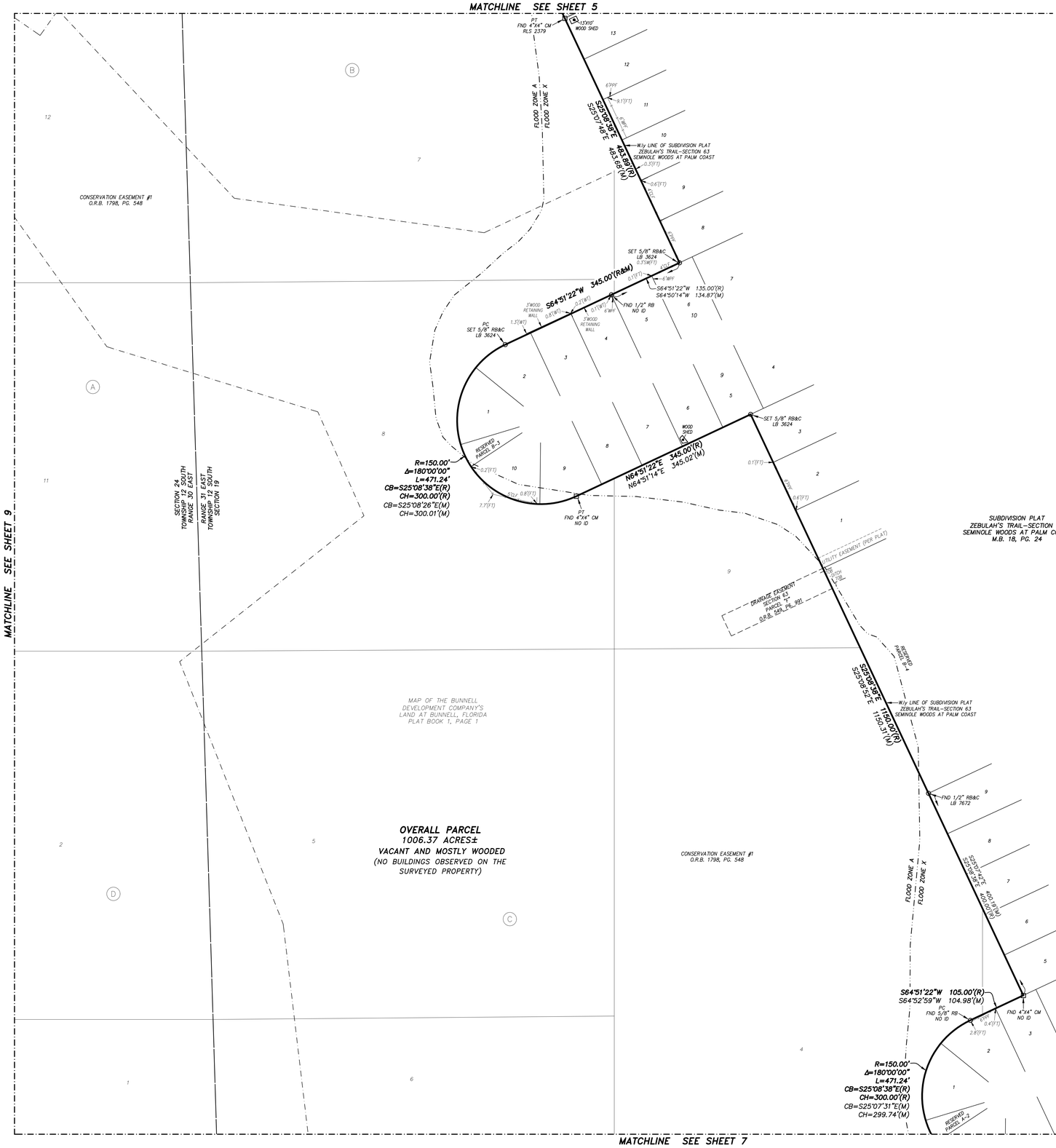
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SHEET 5 OF 10
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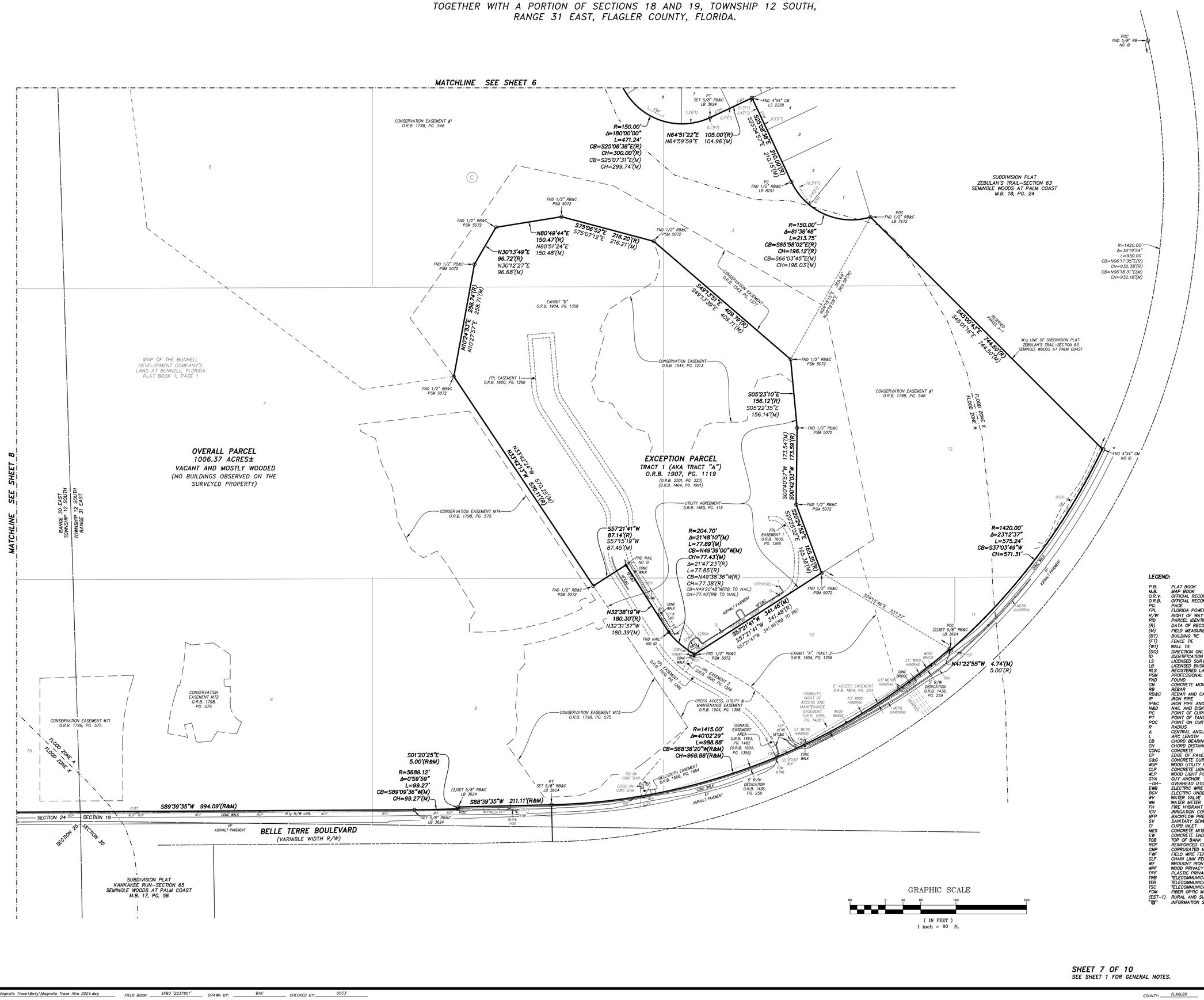
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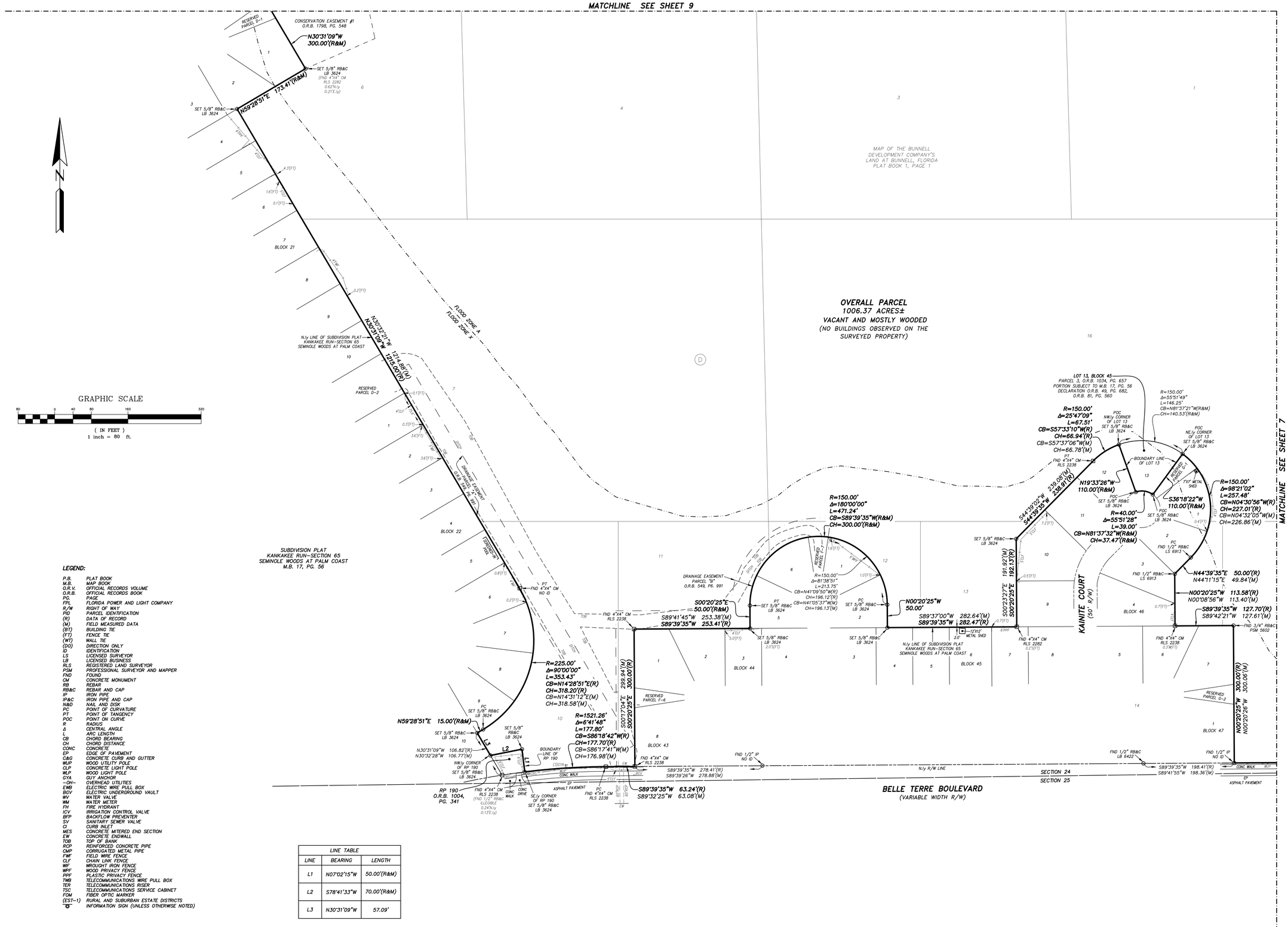
SHEET 7 OF 10
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MATCHLINE SEE SHEET 9



MATCHLINE SEE SHEET 7

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°02'15"W	50.00'(R&M)
L2	S78°41'33"W	70.00'(R&M)
L3	N30°31'09"W	57.09'

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MATCHLINE SEE SHEET 10

MATCHLINE SEE SHEET 5

MATCHLINE SEE SHEET 10

MATCHLINE SEE SHEET 6

PC
SET 5/8" RB&C
LB 3624

N89°59'45"W 269.56'(M)
S89°59'53"W 270.01'(R)

FND 3/8" RB
NO ID

N39°16'14"W
N39°27'43"W 238.08'(M)
238.04'(R)

FND 1/2" RB
NO ID

R=150.00'
Δ=180°00'00"
L=471.24'
CB=S00°00'07"E(R)
CH=300.00'(R)
CB=S00°00'57"W(M)
CH=299.97'(M)

RESERVED
PARCEL C-2

N89°59'53"E 50.00'(R)
N89°41'28"E 50.23'(M)

FND 4"X4" CM
NO ID

PT
FND 4"X4" CM
RLS 2283

FND 1/2" RB&C
LB 7622

S53°08'54"E 63.20'(R)
S52°51'09"E 63.30'(M)

S30°31'09"E 6.35'(R)
S30°58'15"E 5.79'(M)

FND 5/8" RB&C
NO ID

N19°27'43"W
N19°11'08"W 341.53'(R)
341.62'(M)

FND 1/2" RB&C
LB 6073

FLOOD ZONE A
FLOOD ZONE X

S59°27'23"W
S59°28'51"W 1066.56'(M)
1066.59'(R)

N.ly LINE OF SUBDIVISION PLAT
KANKAKEE RUN-SECTION 65
SEMINOLE WOODS AT PALM COAST

BLOCK 13

BLOCK 14

RESERVED
PARCEL C-3

CONSERVATION EASEMENT #1
O.R.B. 1798, PG. 548

N19°27'43"W
N19°11'08"W 1199.35'(R)
1199.63'(M)

SUBDIVISION PLAT
KANKAKEE RUN-SECTION 65
SEMINOLE WOODS AT PALM COAST
M.B. 17, PG. 56

BLOCK 18

FLOOD ZONE A
FLOOD ZONE X

N.ly LINE OF SUBDIVISION PLAT
KANKAKEE RUN-SECTION 65
SEMINOLE WOODS AT PALM COAST

SET 5/8" RB&C
LB 3624

N59°28'51"E
79.56'(R&M)

SET 5/8" RB&C
LB 3624

N30°31'09"W
N30°31'09"W 300.03'(M)
300.00'(R)

RESERVED
PARCEL C-4

BLOCK 20

FND 4"X4" CM
RLS 2236

SET 5/8" RB&C
LB 3624
(FND 4"X4" CM
NO ID
1.15'N.ly
0.55'E.ly)

N59°28'51"E
80.00'(R)
N59°30'13"E
80.17'(M)

N30°31'09"W
300.00'(R&M)

OVERALL PARCEL
1006.37 ACRES±
VACANT AND MOSTLY WOODED
(NO BUILDINGS OBSERVED ON THE
SURVEYED PROPERTY)

MAP OF THE BUNNELL
DEVELOPMENT COMPANY'S
LAND AT BUNNELL, FLORIDA
PLAT BOOK 1, PAGE 1

N

GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.

LEGEND:

P.B.	PLAT BOOK
M.B.	MAP BOOK
O.R.V.	OFFICIAL RECORDS VOLUME
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
FPL	FLORIDA POWER AND LIGHT COMPANY
R/W	RIGHT OF WAY
PID	PARCEL IDENTIFICATION
(R)	DATA OF RECORD
(M)	FIELD MEASURED DATA
(BT)	BUILDING TIE
(FT)	FENCE TIE
(WT)	WALL TIE
(DO)	DIRECTION ONLY
ID	IDENTIFICATION
LS	LICENSED SURVEYOR
LB	LICENSED BUSINESS
RLS	REGISTERED LAND SURVEYOR
PSM	PROFESSIONAL SURVEYOR AND MAPPER
FND	FOUND
CM	CONCRETE MONUMENT
RB	REBAR
RB&C	REBAR AND CAP
IP	IRON PIPE
IP&C	IRON PIPE AND CAP
N&D	NAIL AND DISK
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
POC	POINT ON CURVE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
CONC	CONCRETE
EP	EDGE OF PAVEMENT
C&G	CONCRETE CURB AND GUTTER
WUP	WOOD UTILITY POLE
CLP	CONCRETE LIGHT POLE
WLP	WOOD LIGHT POLE
GYA	GUY ANCHOR
-OH-	OVERHEAD UTILITIES
EMB	ELECTRIC WIRE PULL BOX
BGV	ELECTRIC UNDERGROUND VAULT
WV	WATER VALVE
WM	WATER METER
FH	FIRE HYDRANT
ICV	IRRIGATION CONTROL VALVE
BFP	BACKFLOW PREVENTER
SV	SANITARY SEWER VALVE
CI	CURB INLET
MES	CONCRETE MITERED END SECTION
EW	CONCRETE ENDWALL
TOB	TOP OF BANK
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
FWF	FIELD WIRE FENCE
CLF	CHAIN LINK FENCE
WF	WROUGHT IRON FENCE
WPF	WOOD PRIVACY FENCE
PPF	PLASTIC PRIVACY FENCE
TMB	TELECOMMUNICATIONS WIRE PULL BOX
TER	TELECOMMUNICATIONS RISER
TSC	TELECOMMUNICATIONS SERVICE CABINET
FOM	FIBER OPTIC MARKER
(EST-1)	RURAL AND SUBURBAN ESTATE DISTRICTS
ⓘ	INFORMATION SIGN (UNLESS OTHERWISE NOTED)

MATCHLINE SEE SHEET 8

SHEET 9 OF 10
SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

CAD FILE: I:\Survey\RMApro\Flagler County\Magnolia Trace\Bndy\Magnolia Trace Alta 2024.dwg FIELD BOOK: EFB3 "223780\" DRAWN BY: BAC CHECKED BY: GCC3
COUNTY: FLAGLER ORDER NO.: 22-378.01 FILE NO.: 129A-16.01A

A PORTION OF SECTIONS 13 AND 24, TOWNSHIP 12 SOUTH, RANGE 30 EAST, TOGETHER WITH A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.



GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.

LEGEND:

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M.B.	MAP BOOK
O.R.V.	OFFICIAL RECORDS VOLUME
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TSC	TELECOMMUNICATIONS SERVICE CABINET
FOM	FIBER OPTIC MARKER
(EST-1)	RURAL AND SUBURBAN ESTATE DISTRICTS
"S"	INFORMATION SIGN (UNLESS OTHERWISE NOTED)

SHEET 10 OF 10
SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

CAD FILE: I:\Survey\RMApro\Flagler County\Magnolia Trace\Bndy\Magnolia Trace Alta 2024.dwg FIELD BOOK: EFB3 "2237801" DRAWN BY: BAC CHECKED BY: GCC3
COUNTY: FLAGLER ORDER NO.: 22-378.01 FILE NO.: 129A-16.01A

AFFIDAVIT OF CORPORATE IDENTITY/AUTHORITY

COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

COMES NOW, AUSTIN BROCKENBROUGH, IV, being first duly sworn, who deposes and says:

(1) That he is the Manager of OARE ASSOCIATES, a Florida Limited Liability Company ("Company").
(2) That he is authorized to execute the following deeds or instruments on behalf of the Company relating to the following described real property: Parcel Numbers 13-12-30-0650-000A0-0010, 24-12-30-0650-000A0-0010, 24-12-31-4150-00T50-0000, 24-12-31-4140-00T40-0000, 19-12-31-0650-000C0-0011, 19-12-31-4120-00T20-0000, 19-12-31-4110-00T10-0000, and 19-12-31-4130-00T30-0000 and also legally described in the attached **EXHIBIT "A"**.
(3) That this affidavit is made to induce the City of Palm Coast to accept the above-described property.

OARE ASSOCIATES, LLC
A Florida Limited Liability Company

By: _____

Name: Austin Brockenbrough, IV

Title: Manager

The foregoing instrument was acknowledged before me by means of X physical presence or ____ online notarization this 5 day of January, 2026 by AUSTIN BROCKENBROUGH, IV, the Manager of OARE ASSOCIATES, LLC, a Florida Limited Liability Company, on behalf of the Company. He is X personally known to me or ____ produced _____ as identification.

ANNA CLARK
NOTARY PUBLIC
REG. # 00384478
MY COMMISSION EXPIRES
07/31/2029
COMMONWEALTH OF VIRGINIA

_____
NOTARY PUBLIC

EXHIBIT "A"

OVERALL PARCEL

A portion of Sections 13 and 24, Township 12 South, Range 30 East, together with a portion of Sections 18 and 19, Township 12 South, Range 31 East, Flagler County, Florida, being a portion of Map of the Bunnell Development Company's Land at Bunnell, Florida, as recorded in Plat Book 1, page 1, of the Public Records of said county, also being a portion of Revised Parcel 403, as described and recorded in Official Records Book 950, page 1943, of said Public Records, together with all of Lot 13, Block 45, as depicted on Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast, recorded in Map Book 17, page 56, together with all of Reserved Parcels D3 and F-4, all of Lot 10, Block 14, and all of Lot 16, Block 10, as depicted on Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast, recorded in Map Book 18, page 24, all of said Public Records, being more particularly described as follows:

For a Point of Beginning, commence at the Northwest corner of said Section 13; thence North 87°27'22" East, along the Northerly line of said Section 13, a distance of 2961.63 feet to its intersection with the Westerly line of said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; thence along said Westerly line the following 17 courses: Course 1, thence South 20°55'26" East, departing said Northerly line, 211.58 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 2, thence Southerly along the arc of said curve, through a central angle of 98°21'15", an arc length of 257.49 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 01°53'15" West, 227.02 feet; Course 3, thence South 05°31'19" East, along a non-tangent line, 669.87 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 4, thence Southerly along the arc of said curve, through a central angle of 73°26'22", an arc length of 192.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 15°27'56" East, 179.37 feet; Course 5, thence South 52°11'07" East, 136.97 feet; Course 6, thence South 02°05'57" East, 346.46 feet to the point of curvature of a curve concave Easterly having a radius of 550.00 feet; Course 7, thence Southerly along the arc of said curve, through a central angle of 16°39'59", an arc length of 159.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 10°25'57" East, 159.42 feet; Course 8, thence South 18°45'56" East, 136.41 feet; Course 9, thence South 71°14'04" West, 25.00 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 10, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 11, thence Southerly along the arc of a non-tangent curve concave Easterly having a radius of 150.00 feet, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 12, thence North 71°14'04" East, 25.00 feet; Course 13, thence South 18°45'56" East, 315.63 feet; Course 14, thence South 36°19'43" East, 128.96 feet; Course 15, thence South 20°50'43" West, 193.05 feet; Course 16, thence South 06°47'31" East, 236.49 feet to the point of curvature of a curve concave Northerly having a radius of 150.00 feet; Course 17, thence Easterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve being the Southwesterly corner of said Reserved Parcel F-4, said arc being subtended by a chord bearing and distance of North 83°12'29" East, 300.00 feet; thence Easterly along the boundary lines of said Reserved Parcels F-4 and D3 the following 15 courses: Course 1, thence North 06°47'31" West, departing said Westerly line, 50.00 feet; Course 2, thence North 06°12'39" West, 80.71 feet; Course 3, thence North 14°31'01" East, 141.50 feet; Course 4, thence South 66°56'33" East, 50.00 feet; Course 5, thence North 68°07'42" East, 152.15 feet; Course 6, thence North 18°45'56" West, 125.00 feet to a point lying on the Southerly right of way line of Zoan Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; Course 7, thence North 71°14'04" East, along said Southerly right of way line, 40.00 feet; Course 8, thence South 18°45'56" East, departing said Southerly right of way line, 230.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 81°38'48", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 59°35'20" East, 196.12 feet; Course 10, thence North 10°24'43" West, 110.00 feet to a point lying on the Southerly right of way line of Zachary Place, a 50 foot right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; Course 11, thence Easterly along said Southerly right of way line and along the arc of a non-tangent curve concave Northerly having a radius of 40.00 feet, through a central angle of 16°42'24", an arc length of 11.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 71°14'04" East 11.62 feet; Course 12, thence South 27°07'08" East, departing said Southerly right of way line, 110.00 feet to a point on a non-tangent curve concave Westerly having a radius of 150.00 feet; Course 13, thence Northerly along the arc of said curve, through a central angle of 81°38'48", an arc length of 213.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 22°03'28" East, 196.12 feet; Course 14, thence North 18°45'56" West, 105.00 feet; Course 15, thence North 71°14'04" East, 320.00 feet; thence South 16°08'17" East, continuing along said boundary line of Reserved Parcel D-3 and along said Westerly line of Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast, 979.40 feet; thence South 13°42'58" East, continuing along said Westerly line, 2050.00 feet to the Northwesterly corner of said Lot 10, Block 14; thence along the boundary line of said Lot 10, Block 14, the following 5 courses: Course 1, thence North 76°17'02" East, departing said Westerly line, 125.00 feet to a point lying on the Westerly right of way line of Zonal Court, a variable width right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; Course 2, thence South 13°42'58" East, along said Westerly right of way line, 44.00 feet; Course 3, thence South 23°09'13" West, continuing along said Westerly right of line, 25.00 feet; Course 4, thence South 13°42'58" East, continuing along said Westerly right of way line, 20.00 feet; Course 5, thence South 76°17'02" West, departing said Westerly right of way line, 110.00 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; thence South 13°42'58" East, along said Westerly line, 549.66 feet to the point of curvature of a curve concave Easterly having a radius of 2940.00 feet; thence Southerly, continuing along said Westerly line and along the arc of said curve, through a central angle of 06°28'07", an arc length of 331.92 feet to the Northwesterly corner of said Lot 16, Block 10, said arc being subtended by a chord bearing and distance of South 16°57'02" East, 331.74 feet; thence along the boundary line of said Lot 16, Block 10, the following 4 courses: Course 1, thence North 69°48'54" East, departing said Westerly line, 125.00 feet to a point lying on said Westerly right of way line of Zonal Court, said point lying on a non-tangent curve concave Northeasterly having a radius of 100.00 feet; Course 2, thence Southeasterly along said Westerly right of way line and along the arc of said curve, through a central angle of 37°48'57", an arc length of 66.00 feet to a point lying on the Westerly right of way line of Zonal Geranium Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast, said arc being subtended by a chord bearing and distance of South 39°05'54" East, 64.81 feet; Course 3, thence Southerly, along last said Westerly right of way line and along the arc of a non-tangent curve concave Easterly having a radius of 100.00 feet, through a central angle of 18°12'39", an arc length of 28.29 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 07°00'40" West, 28.20 feet; Course 4, thence South 68°03'08" West, departing said Westerly right of way line, 131.78 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; thence Southerly along said Westerly line the following 13 courses: Course 1, thence Southeasterly along the arc of a non-tangent curve concave Northeasterly having a radius of 2940.00 feet, through a central angle of 03°11'46", an arc length of 164.01 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 23°32'45" East, 163.99 feet; Course 2, thence South 25°08'38" East, 483.89 feet; Course 3, thence South 64°51'22" West, 345.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 4, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08'38" East, 300.00 feet; Course 5, thence North 64°51'22" East, 345.00 feet; Course 6, thence North 64°51'22" East, 345.00 feet; Course 7, thence South 25°08'38" East, 1150.00 feet; Course 8, thence South 64°51'22" West, 105.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08'38" East, 300.00 feet; Course 10, thence North 64°51'22" East, 105.00 feet; Course 11, thence South 25°08'38" East, 210.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 12, thence Southeasterly along the arc of said curve, through a central angle of 81°38'48", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 65°58'02" East, 196.12 feet; Course 13, thence South 45°00'43" East, along non-tangent line, 744.60 feet to a point lying on the Northerly right of way line of Belle Terre Boulevard, a variable width right of way as presently established; thence Westerly along said Northerly right of way line the following 7 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Northwesterly having a radius of 1420.00 feet, through a central angle of 23°12'13", an arc length of 575.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 37°03'49" West, 571.31 feet; Course 2, thence North 41°22'55" West, 4.74 feet to a point on a non-tangent curve concave Northerly having a radius of 1415.00 feet; Course 3, thence Westerly along the arc of said curve, through a central angle of 40°02'29", an arc length of 988.68 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 68°38'20" West, 968.68 feet; Course 4, thence South 88°39'35" West, 211.11 feet; Course 5, thence South 01°20'25" East, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 5689.12 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 00°59'59", an arc length of 99.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°09'36" West, 99.27 feet; Course 7, thence South 89°39'35" West, 994.09 feet; thence Northerly along said Northerly line of said Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast the following 5 courses: Course 1, thence North 00°20'25" West, departing said Northerly right of way line, 300.00 feet; Course 2, thence South 89°39'35" West, 127.70 feet; Course 3, thence North 00°20'25" West, 113.58 feet; Course 4, thence North 44°39'35" East, 50.00 feet to the point of curvature of a curve concave Westerly having a radius of 150.00 feet; Course 5, thence Northerly along the arc of said curve, through a central angle of 98°21'02", an arc length of 257.48 feet to the Northeasterly corner of said Lot 13, Block 45, said arc being subtended by a chord bearing and distance of North 04°30'56" West, 227.01 feet; thence along the boundary line of said Lot 13, Block 45, the following 3 courses: Course 1, thence South 36°18'22" West, departing said Northerly line, 110.00 feet to a point lying on the Northerly right of way line of Kainite Court, a 50 foot right of way as depicted on said Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast, said point being a point on a non-tangent curve concave Southerly having a radius of 40.00 feet; Course 2, thence Westerly along said Northerly right of way line and along the arc of said curve, through a central angle of 55°51'28", an arc length of 39.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 81°37'32" West, 37.47 feet; Course 3, thence North 19°33'26" West, departing said Northerly right of way line, 110.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast; thence Southwesterly along said Northerly line the following 9 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Southeasterly having a radius of 150.00 feet, through a central angle of 25°47'09", an arc length of 67.51 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 57°33'10" West, 66.94 feet; Course 2, thence South 44°39'35" West, 238.91 feet; Course 3, thence South 00°20'25" East, 192.13 feet; Course 4, thence South 89°39'35" West, 282.47 feet; Course 5, thence North 00°20'25" West, 50.00 feet to the point of curvature of a curve concave Southerly having a radius of 150.00 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°39'35" West, 300.00 feet; Course 7, thence South 00°20'25" East, 50.00 feet; Course 8, thence South 89°39'35" West, 253.41 feet; Course 9, thence South 00°20'25" East, 300.00 feet to a point lying on said Northerly right of way line of Belle Terre Boulevard; thence South 89°39'35" West, along said Northerly right of way line, 63.24 feet to the point of curvature of a curve concave Southerly having a radius of 1521.26 feet; thence Westerly continuing along said Northerly right of way line and along the arc of said curve, through a central angle of 06°41'48", an arc length of 177.80 feet to the Southeasterly corner of RP 190, as described and recorded in Official Records Book 1004, page 341, of said Public Records, said arc being subtended by a chord bearing and distance of South 86°18'42" West, 177.70 feet; thence North 07°02'15" West, departing said Northerly right of way line and along the boundary line of said RP 190, a distance of 50.00 feet; thence South 78°41'33" West, continuing along said boundary line, 70.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast; thence Northwesterly along said Northerly line the following 21 courses: Course 1, thence North 30°31'09" West, 57.09 feet; Course 2, thence North 59°28'51" East, 15.00 feet to the point of curvature of a curve concave Westerly having a radius of 225.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 353.43 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 14°28'51" East, 318.20 feet; Course 4, thence North 30°31'09" West, 1215.00 feet; Course 5, thence North 59°28'51" East, 173.41 feet; Course 6, thence North 30°31'09" West, 300.00 feet; Course 7, thence North 59°28'51" East, 80.00 feet; Course 8, thence North 30°31'09" West, 300.00 feet; Course 9, thence North 59°28'51" East, 79.56 feet; Course 10, thence North 19°12'34" West, 1199.35 feet; Course 11, thence North 39°07'43" West, 238.04 feet; Course 12, thence South 89°59'53" West, 270.01 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 13, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 00°00'07" East, 300.00 feet; Course 14, thence North 89°59'53" East, 50.00 feet; Course 15, thence South 53°08'54" East, 63.20 feet; Course 16, thence South 30°31'09" East, 6.35 feet; Course 17, thence South 59°28'51" West, 1066.59 feet; Course 18, thence North 30°31'09" West, 660.00 feet; Course 19, thence South 59°28'51" West, 253.41 feet; Course 20, thence North 30°31'09" West, 468.41 feet; Course 21, thence South 59°28'51" West, 300.00 feet; thence North 89°14'34" West, continuing along said Northerly line and its Westerly prolongation, 125.81 feet to a point lying on the Westerly line of said Section 24; thence North 00°46'05" East, along said Westerly line, 1907.73 feet to the Northwesterly corner thereof, said corner also being the Southwesterly corner of said Section 13; thence North 01°12'31" West, along the Westerly line of said Section 13, a distance of 5279.19 feet to the Point of Beginning.

Less and Except Tract 1, also known as Tract "A", as described and recorded in Official Records Book 1907, page 1119, of the Public Records of Flagler County, Florida.

Less and Except the land contained in Warranty Deed recorded in Official Records Book 494, Page 1063, Public Records of Flagler County, Florida.

Containing 1006.36 acres, more or less.

Bio-Tech Consulting Inc.
Environmental and Permitting Services

September 19, 2023

Brad Odom
GreenPointe Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256

Re: Magnolia Trace, Flagler County (BTC File #1253-02)
Estimate Pre-Henderson Wetland and Upland Areas in Tracts 8, 9, 10,11, 12, 13, 14 and 35

Dear Mr. Odom,

Bio-Tech Consulting, Inc. was retained by GreenPoint Developers, LLC., to perform a preliminary feasibility assessment of using the Pre-Henderson delineation methodology within Parcels 12, 13 and 14, and its potential effects on future parcel development. As part of BTC's evaluation of the project, the client also requested an estimate of upland areas within Parcel 8, 9, 10, 11, 12 and 35. The purpose of this memorandum is to summarize our findings.

Introduction

Magnolia Trace is an 822.05-acre ± site encompassing seven parcels in Flagler County, Florida. Five of the parcels (8, 9, 10, 11 and 35) were included as part a conceptual permit issued by the St. Johns River Water Management District (SJRWMD). Parcels 12, 13 and 14 were not included in the conceptual permit.

Evaluation of Pre-Henderson Delineation

Florida Statute (F.S.) 373.421 (7) restored certain qualified developments to their Pre-Henderson Wetland Protection Act status for contiguous wetlands. The statute provides that, for qualified projects, wetlands delineated using the current state methodology (62-340 Florida Administrative Code) that are contiguous to surface waters of the state as defined on F.S. 403.031(13) (1991) may be delineated using the Pre-Henderson delineation methodology. Implementation of the Pre-Henderson wetland delineation methodology generally results in a decrease of state-regulated wetlands within a project. Non-contiguous or isolated MSSW wetlands are delineated using the 62-340 state delineation methodology and are not affected by the Pre-Henderson grandfathering provisions. Federal wetland delineation procedures and regulations are not affected by these provisions.

Orlando: Main Office
3025 East South Street
Orlando, FL 32803

Jacksonville Office
11235 St Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

Tampa Office
6011 Benjamin Road
Suite 101-B
Tampa, FL 33634

Vero Beach Office
4445 North A1A
Suite 221
Vero Beach, FL 32963

Key West Office
1107 Key Plaza
Suite 259
Key West, FL 33040

Land & Aquatic Management
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax

info@bio-techconsulting.com www.bio-techconsulting.com

At this time, Magnolia Trace meets several of the criteria necessary to qualify for the application of the Pre-Henderson wetland delineation methodology. Specifically, the project meets the following:

- The proposed Magnolia Trace is located within the ITT Palm Coast Development of Regional Impact (DRI) and is, therefore, a qualified project under F.S. 343.421(7).

- Most of the wetlands within the project site are contiguous to waters of the state as defined by F.S. 403.031 (13) (1991). The onsite wetlands are part of Black Branch Swamp, a tributary to Haw Creek and the St. Johns River. Black Branch Swamp is connected to waters of the state (Bulow Creek) via the Iroquois Canal. An onsite wetland near the northern portion of the east parcel is connected via a canal to waters of the state (Gore Lake) as well.

In order to qualify, any development must first obtain an individual permit, or a No Permit Required (NPR) determination from the United States Army Corps of Engineers (USACE). Since 2020, the Florida Department of Environmental (FDEP) has assumed the review and issuance of Dredge and Fill permits under Section 404 of the Clean Water Act (CWA) for projects that are not adjacent to navigable waters of the United States. It is anticipated that FDEP will be the agency responsible for issuing federal permits for any activities located within the subject site.

At this time, a permit application or permit determination has not been submitted to FDEP. However, a majority of the wetlands within the subject site are considered jurisdictional under the January 2020 National Waters Protection Rule (NWPR), which is currently being applied by FDEP. The January 2023 NWPR, as well as the amendment issued by the EPA in September 2023, have not been adopted by FDEP and, therefore, have no effect on the project. The proposed development plan will require a 404 permit from FDEP. In order to receive this permit, the applicant must ensure that the project meets the environmental quality provisions in Code of Federal Regulations (CFR) 651.15 and 651.16, and provide compensatory mitigation.

The effect of the Pre-Henderson Wetland Methodology on the proposed development was evaluated using a series of steps. The first step consisted of the completion of preliminary delineation of Henderson and Pre-Henderson wetlands using recent (2021) aerial photography. The Henderson and Pre-Henderson wetlands were overlayed on the 62-340 wetland boundaries delineated by BTC staff in 2022 to determine which portion of the wetlands qualified as contiguous or isolated. The application of the Pre-Henderson delineation methodology resulted in a significant decrease in the overall area of state regulated wetlands. The results are summarized in **Table 1**.

Because the Henderson and Pre-Henderson wetlands were delineated using aerial photointerpretation, changes or adjustments to their boundaries are likely upon field verification. Additionally, the 62-340 wetland boundaries have not been approved by the regulating agencies. Field review with agency staff may result in changes in the extent and configuration of some wetlands, which could result in the "disconnection" of contiguous wetlands, and subsequent disqualification of their Pre-Henderson classification(s).

Table 1. Estimate of State and Federally Regulated Wetlands

Parcel	State Regulated Wetlands		Federally Regulated Wetlands
	62-340 Isolated Wetlands	Pre-Henderson Wetlands*	
Tract 14	16.20	8.58	45.17
Tract 13*	10.82	39.59	99.57
Subtotal	**27.02**	**48.17**	**144.74**
Total	**75.19**		**144.74**

*Estimate includes Tracts 11 and 12.

The reduction in state-regulated wetlands as a result of the application of the Pre-Henderson delineation methodology significantly reduces the mitigation costs associated with the project. The project is located in Mitigation Basin 16 (Crescent Lake). There are several mitigation banks in this basin and credits are available. The cost for state and federal mitigation credits in the basin are approximately $150,000 and $40,000. In order to mitigate for the…

Evaluation of Upland Areas in Tracts 8, 9, 10 and 35

As part of this assessment, GreenPoint was also interested in getting an estimate of the total acreage of uplands present within Tracts 8, 9, 10, and 35. Tract 35 was part of the conceptual permit issued by SJRWMD for the Flagler Central Commerce Park (FCCP) development, and all wetlands within this tract were delineated and field verified during the review of the permit. The total area of uplands in Parcel 35 is approximately 32.70-acres. An exhibit depicting the limits and acreage of uplands located within parcel 35 is included in **Appendix A**.

Although not part of the FCCP Conceptual permit, Tracts 8, 9 and 10 wetlands were delineated by EMS, and boundaries were depicted in some of the plans associated with the conceptual permit. The depicted wetland boundaries were digitized and used to estimate the acreage of wetlands and uplands in these two parcels. The estimated acreage of uplands and wetlands in all parcels is summarized in **Table 2**. The wetlands within Tracts 11 and 12 were included with Tract 13.

Table 2. Wetland and Upland Acreages

Tract	Tract Area	Uplands	Wetlands
8	14.86	10.71	4.15
9	11.27	2.85	8.42
10	72.66	27.38	45.28
35	419.30	32.70	386.60

Conclusions

It is our opinion that Tracts 13 and 14 meet the requirements to qualify for a Pre-Henderson wetland delineation, which reduces the overall state-regulated wetlands to 75.19-acres as well as the overall project mitigation costs. Because state rules allow unmitigated impacts to isolated wetlands less than 0.5-acres that do not support listed wildlife species, the total acreage of state-wetlands, which would

require the purchase of state mitigation credits would be further reduced to 74.49-acres. The use of the Pre-Henderson delineation methodology does not have any impact on the overall acreage of federally-regulated wetlands. Federal wetlands in Tracts 13 and 14 total approximately 144.74-acres.

Based on the preliminary development plans (511-units), direct impacts to wetlands are anticipated to total 4.23 acres ± of state-regulated wetlands (2.27-acres ± to Pre-Henderson wetlands, 1.96-acres ± of isolated MSSW wetlands) and 18.03-acres ± of federally regulated wetlands. A very preliminary estimate of the mitigation cost associated with the direct impacts associated with the project around $1.1-million. Secondary impacts, which are not included in our estimate, would increase the mitigation requirements.

The 0.31-cres of impacts associated with the roadway connection between Tracts 13 and 14 was not included in our estimates and would also require a partial release or amendment of the existing conservation easement.

According to the provisions in 373.421, the Pre-Henderson wetlands methodology is not binding on local governments; therefore, additional coordination with the City of Palm Coast is recommended to determine their approach to determining the area uplands in Tracts 13 and 14. The wetland boundaries in Tract 35 were approved as part of the conceptual permits for FCCP and remain in effect. Based on our review of permitting records the area of uplands within Tract 35 is 32.70-acres.

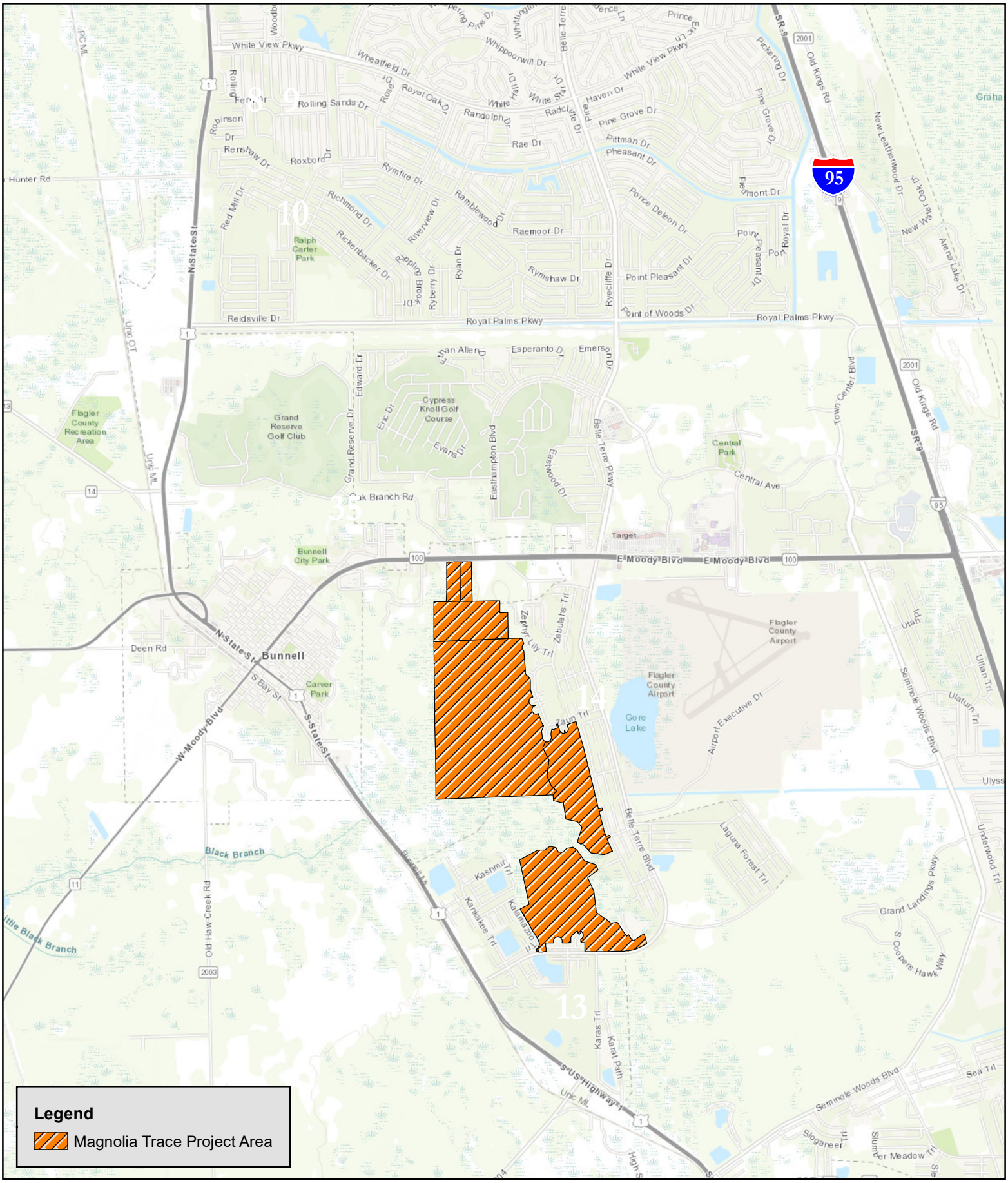
Due to the limited scope of this assessment, the estimations contained in this memorandum are preliminary in nature.

Attachments

Figure 1 – Location Map
Figure 2 – Aerial Map
Figure 3 – Preliminary Estimate of State and Federally-Regulated Wetlands

Appendix A: Parcel 35 Wetland Exhibit (ERP 93481-1)

Figures



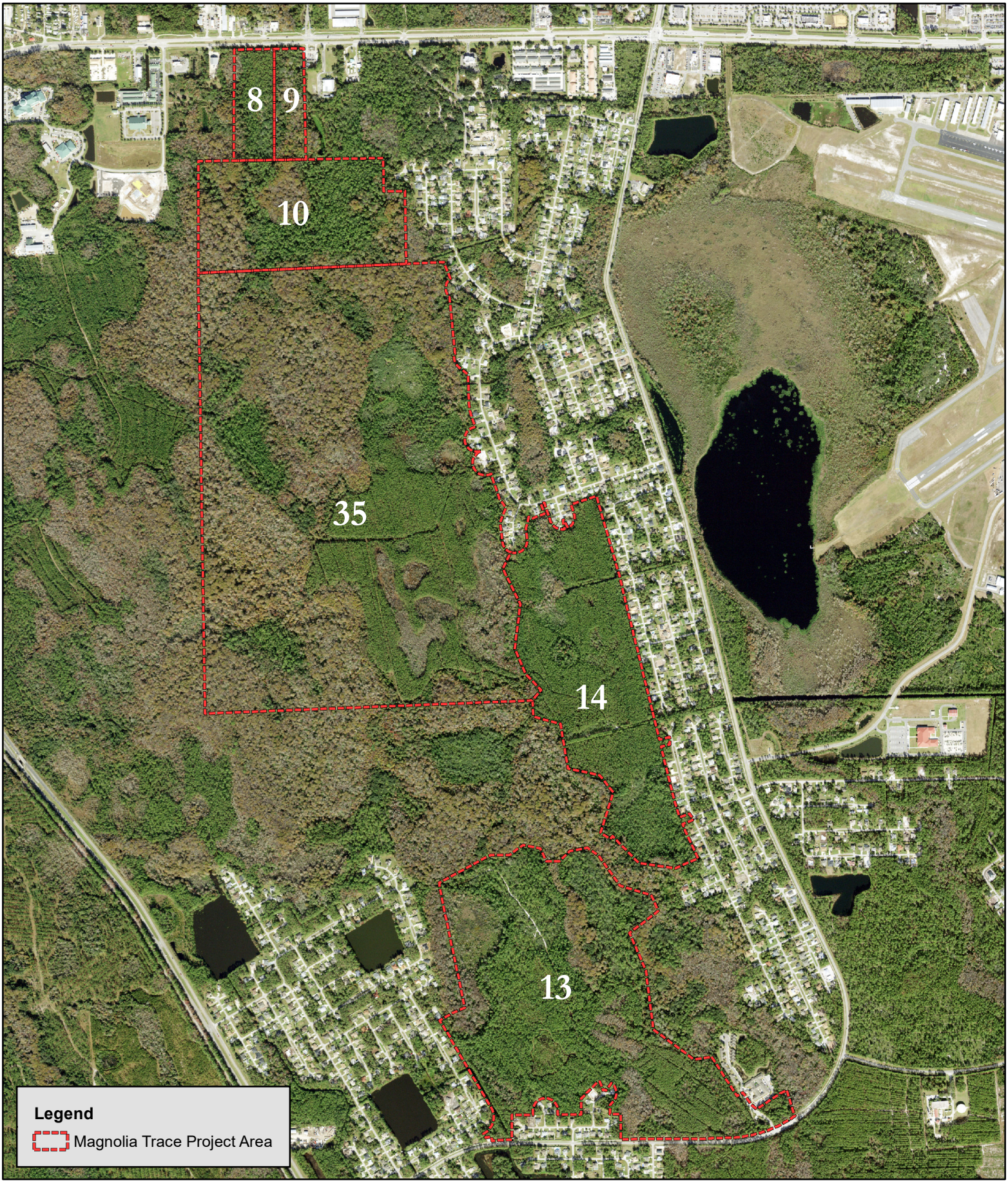
Bio-Tech Consulting Inc.
Environmental and Permitting Services
3025 E. South Street Orlando, FL 32803
Ph: 407-894-5969 Fax: 407-894-5970
www.bio-techconsulting.com

Magnolia Trace Property
Flagler County, Florida
Figure 1
Project Location Map

N
W E
S

4,750
Feet

Project #: 1253-02
Produced By: ER
Date: 9/20/2023



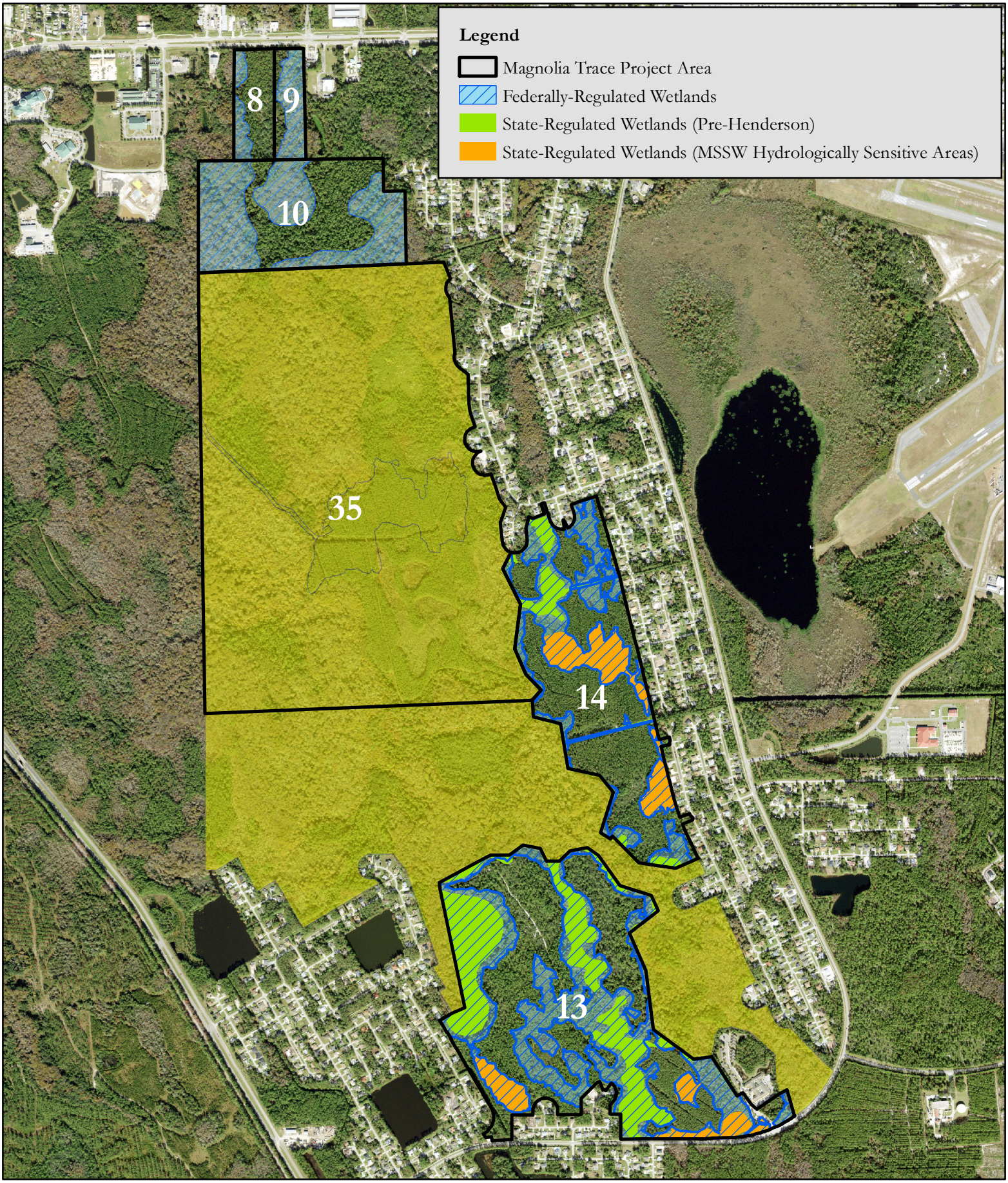
Bio-Tech Consulting Inc.
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Ph: 407-894-5969 Fax: 407-894-5970
www.bio-techconsulting.com

Magnolia Trace Property
Flagler County, Florida
Figure 2
Aerial Photography

N
W E
S

1,700
Feet

Project #: 1253-02
Produced By: ER
Date: 9/20/2023



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Magnolia Trace Property
Flagler County, Florida
Figure 3
Preliminary Estimate of State and Federally Regulated Wetlands

N
W E
S

1,700
Feet

Project #: 1253-02
Produced By: ER
Date: 9/19/2023

Appendix A

CLIENT

OARE ASSOCIATES LLC.

CONSOLIDATED SURVEY, INC.
533 NORTH NOVA ROAD, SUITE 114
ORMOND BEACH, FLORIDA 32174
PHONE: 386-677-6523 FAX: 386-676-2189

COPYRIGHT 2006

REVISIONS

REPORT NUMBER N/A
DRAWN D.J.B.
CHECKED D.E.S.
SCALE 1" = 400'
JOB NO: 28009
SHEET 1 OF 1

FCCP SJRWMD CONSERVATION EASEMENT DRAFT

RECEIVED IN PALMDA JUN 2 9 2008 REGULATORY INFORMATION MGT.

93481-1
Corps # 913423

DANIEL E. STEVENS - P.S.M. #5072
NOT VALID UNLESS EMBOSSED LICENSE BUSINESS NUMBER 6918

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

DATE SURVEYED: XXXXXXXX
DATE PLOTTED: 7-05-08

STATE ROAD 100

GRAPHIC SCALE
(IN FEET)
1 inch = 400 ft.
NORTH

HATCHED ROADWAY VACATED BY COUNTY RESOLUTION 4/17/84 ORB 12, PAGES 457-460

OLD ROAD

EXISTING DOUBLE 18" WATER MAIN

EXISTING 8" WATER MAIN

EXISTING 8" FORCE MAIN

EXISTING 12

Orlando [Headquarters]
3025 East South Street
Orlando, FL 32803

Cocoa
400 High Point Drive
Suite 400
Cocoa, FL 32926

Jacksonville
11235 St. Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

Key West
1107 Key Plaza
Suite 259
Key West, FL 33040

Lantana
445 West Lantana Road
Suite 5
Lantana, FL 33462

Tallahassee
2560-1 Barrington Circle
Tallahassee, FL 32308

Tampa
6011 Benjamin Road
Suite 101-B
Tampa, FL 33634

Denver
10701 Melody Drive
Suite 304
Northglenn, CO 80234

Raleigh
4338 Bland Road
Raleigh, NC 27609

Charlotte
5105 Monroe Road
Suite A
Charlotte, NC 28205

East Syracuse
6700 Old Collamer Road
Suite 112
East Syracuse, NY 13057

Bismarck
4501 Coleman Street
Suite 103
Bismarck, ND 58503

Austin
3801 N Capital of TX Highway
Suite E-240
Austin, TX 78746

Midland
5114 West County Road 12
Midland, TX 79706

San Antonio
7700 Broadway Street
Suite 104
San Antonio, TX 78209

Orlando [Aquatic & Land Management Operations]
3825 Rouse Road
Orlando, FL 32817

Bio-Tech Consulting

Environmental and Permitting

July 10, 2025

Brad Odum
GreenPointe Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256

Proj: Magnolia Trace- Flagler County, Florida
(BTC File #1253-02)
Parcel IDs 19-12-31-0650-000C0-0011,19-12-31-4130-00T30-0000, 24-12-30-0650-000A0-0010,24-12-31-4140-00T40-0000, 24-12-31-4150-00T50-0000

Re: Bio-Tech Consulting Reports - User Reliance

To whom it may concern:

Bio-Tech Consulting (BTC) prepared the following reports for the approximately 1009.54-acre Magnolia Trace site. This site is located directly north S US Highway 1, east of Old Haw Creek Rd., directly west of Belle Terre Blvd, and south of E Moody Blvd., within Sections 13, 18, 19, 24, and 25, Township 12 South, Range 30 East, in Flagler County, Florida

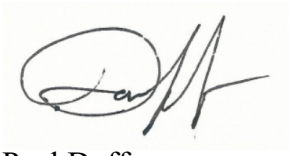
- Wildlife Survey Report- Magnolia Trace, Flagler County, Florida, Bio-Tech Consulting (BTC), December 12, 2022 (BTC File #1253-02)
- Pre-Henderson Memo- Magnolia Trace, Flagler County, Florida, Bio-Tech Consulting (BTC), September 19, 2023 (BTC File #1253-02)
- Phase I Environmental Site Assessment- Magnolia Trace, Flagler County, Florida, Bio-Tech Consulting (BTC), July 18, 2022 (BTC File #1253-02)

This verification is to confirm the validity of the reports named above. To our knowledge, these reports are still valid and represent the current on-site conditions of the property.

BTC realizes that GreenPointe Developers, LLC is depending upon the overall completeness, accuracy and conclusions in these reports which is valid at the time it was issued and hereby certifies that the work can be relied upon by GreenPointe Developers, LLC as if it were originally completed directly for GreenPointe Developers, LLC.

Should you have any questions or require any additional information, please do not hesitate to contact our office at (407) 894-5969. Thank you.

Regards,

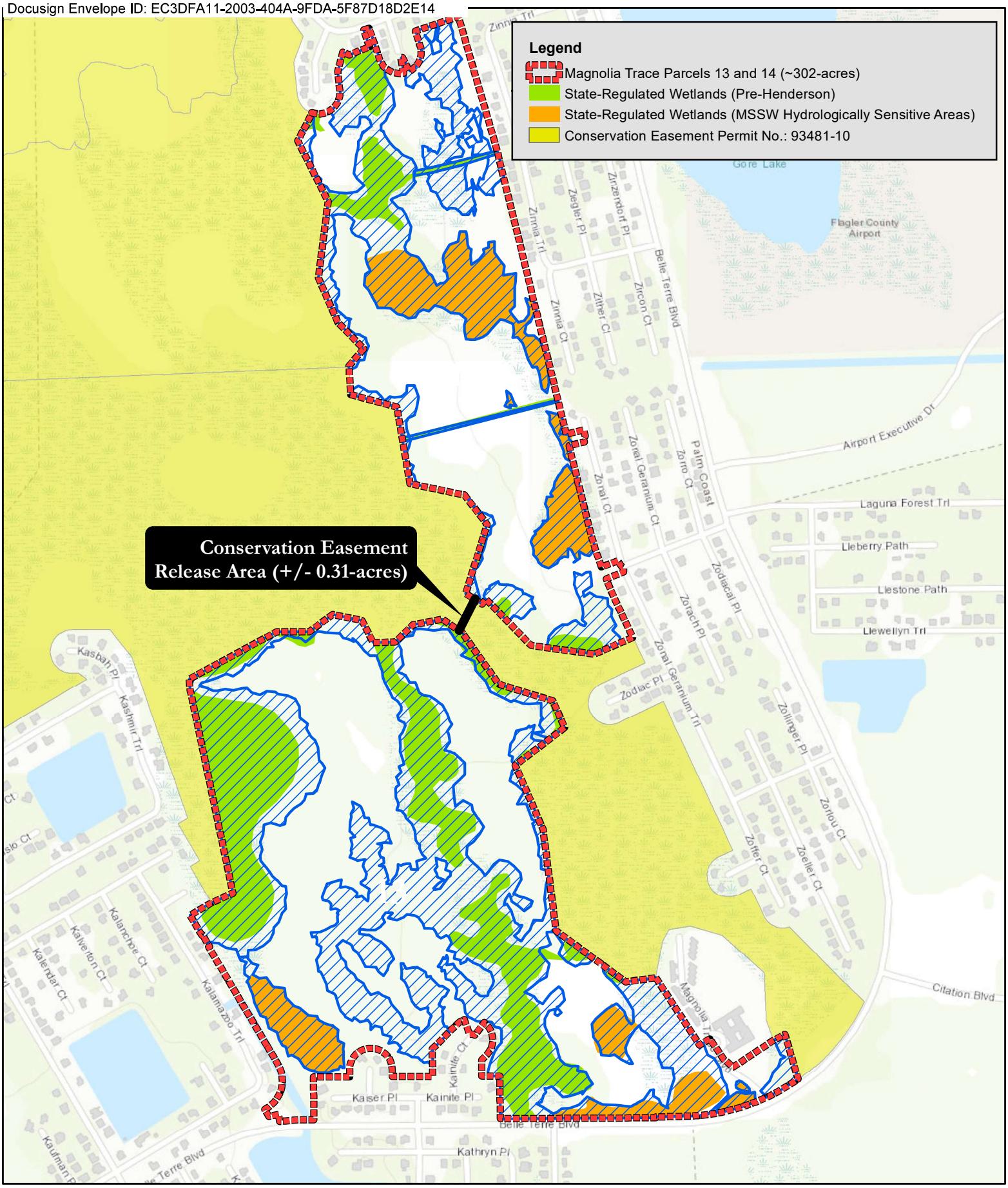


Paul Duff,
Environmental Specialist IV

Attachments

- Exhibit A – Site Plan Boundary

Docusign Envelope ID: EC3DFA11-2003-404A-9FDA-5F87D18D2E14



Bio-Tech Consulting Inc.
Environmental and Permitting Services
3025 E. South Street Orlando, FL 32803
Ph: 407-894-5969 Fax: 407-894-5970
www.bio-techconsulting.com

Magnolia Trace Parcels 13 and 14
Flagler County, Florida
Proposal 23-1627

N
W E
S

1,000
Feet

Project #: 1253-02
Produced By: ER
Date: 10/5/2023

Uniform Mitigation Assessment Method Summary

Site/Project Name:	Application Number:	Date:
Magnolia Trace - State UMAM Estimates		**April 3, 2026**

Mitigation Summary

	Assessment Area	Mitigation Type	Location and Landscape Support		Water Environment		Community Structure		Mitigation Delta	Time Lag	Risk	PAF	RFG	Acres	Functional Loss
			Current or w/o Mit	w/Mit	Current or w/o Mit	w/Mit	Current or w/o Mit	w/Mit							
1	CE Roadway Impact	Impacts	8	0	8	0	8	0	-0.80	1.00	1.00	1.00	-0.800	0.44	-0.35
2	Hydro Sensitive Impacts	Impacts	7	0	8	0	8	0	-0.77	1.00	1.00	1.00	-0.770	0.43	-0.33
3	W3	SW	6	0	6	0	4	0	-0.53	1.00	1.00	1.00	-0.530	0.23	-0.12
4	Pre-Hend. Impacts	Impacts	8	0	8	0	9	0	-0.83	1.00	1.00	1.00	-0.830	0.94	-0.78
5	W5	Impacts <.5 ac.	6	0	7	0	7	0	-0.67	1.00	1.00	1.00	-0.670	0.00	0.00
6	W6	Impacts <.5 ac.	6	0	7	0	7	0	-0.67	1.00	1.00	1.00	-0.670	0.00	0.00
7	W7	Impacts <.5 ac.	6	0	6	0	6	0	-0.60	1.00	1.00	1.00	-0.600	0.00	0.00
8	W8	SW	6	0	6	0	4	0	-0.53	1.00	1.00	1.00	-0.530	0.00	0.00
9	Secondaries	Impacts	8	7	8	8	8	7	-0.07	1.00	1.00	1.00	-0.070	12.00	-0.84
10									0.00	1.92	1.25	n/a	0.000	0.00	0.00
11									0.00	1.92	1.25	n/a	0.000	0.00	0.00
12									0.00	1.92	1.25	n/a	0.000	0.00	0.00
13									0.00	2.18	1.25	n/a	0.000	0.00	0.00
14									0.00	2.18	1.25	n/a	0.000	0.00	0.00
15									0.00	1.68	1.25	0.70	0.000	0.00	0.00
16									0.00	1.46	1.25	n/a	0.000	0.00	0.00
17	-	-							-	-	-	-	-	-	-
18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
22	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
23	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
													TOTAL	**14.04**	**-2.42**

TEMPORAL LAG TABLE

YEAR	T-factor	YEAR	T-factor	YEAR	T-factor
< or = 1	1	11-15	1.46	41-45	3.03
2	1.03	16-20	1.68	46-50	3.34
3	1.07	21-25	1.92	51-55	3.65
4	1.10	26-30	2.18	>55	3.91
5	1.14	31-35	2.45		
6-10	1.25	36-40	2.73		

TOTALS			
Mitigation - Upland	**Acres**	**Mitigation - Wetland**	**Acres**
		Creation	0.00
Restoration	0.00	Restoration	0.00
Enhancement	0.00	Enhancement	0.00
Preservation	0.00	Preservation	0.00
Total Upland Mitigation	**0.00**	**Total Wetland Mitigation**	**0.00**

Bio-Tech Consulting Inc.
Environmental and Permitting Services

December 12, 2022

Brad Odom
GreenPointe Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256

Proj: Magnolia Trace - Due Diligence
Parcel IDs: 19-12-31-0650-000C0-0011,
19-12-31-4130-00T30-0000, 24-12-30-0650-000A0-0010,
24-12-31-4140-00T40-0000, 24-12-31-4150-00T50-0000

Sections 13, 18, 19, 24, & 25, Township 12 South, Range 30 East
(BTC File #1253-02)
Re: Wildlife Survey Report

Dear Brad:

During the months of May, October, and November of 2022, Bio-Tech Consulting, Inc. (BTC) conducted wildlife surveys of the approximately 1009.54 acres Magnolia Trace site. This property is located directly north S US Highway 1, east of Old Haw Creek Rd., directly west of Belle Terre Blvd, and south of E Moody Blvd., within Sections 13, 18, 19, 24, and 25, Township 12 South, Range 30 East, in Flagler County, Florida (Figures 1 and 2). The wildlife surveys included the following elements.

- Field review for occurrence of protected flora and fauna
- Field review of potential on-site habitats
- Desktop review for potential listed species

Orlando: Main Office
3025 East South Street
Orlando, FL 32803

Jacksonville Office
11235 St Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

Tampa Office
6011 Benjamin Road
Suite 101-B
Tampa, FL 33634

Vero Beach Office
4445 North A1A
Suite 221
Vero Beach, FL 32963

Key West Office
1107 Key Plaza
Suite 259
Key West, FL 33040

Land & Aquatic Management
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax

PROTECTED SPECIES

Using methodologies outlined in the Florida's Fragile Wildlife (Wood, 2001); Measuring and Monitoring Biological Diversity Standard Methods for Mammals (Wilson, et al., 1996); and Florida Fish and Wildlife Conservation Commission's (FWC's) Gopher Tortoise Permitting Guidelines (April 2008 - revised May 2017), an assessment for "listed" floral and faunal species was conducted at the site on March 15, 2022. This assessment included both direct observations and indirect evidence, such as tracks, burrows, tree markings and vocalizations that indicated the presence of species observed.

The assessment focused on species that are "listed" by the FFWCC's Official Lists - Florida's Endangered Species, Threatened Species and Species of Special Concern (May, 2017) that have the potential to occur in Flagler County (Table 1). No plant species "listed" by federal agencies were identified on the project site during the assessments conducted. The following is a list of those wildlife species identified during the evaluation of the site:

Reptiles and Amphibians
Brown anole (*Anolis sagrei*)
Black racer (*Coluber constrictor*)
Gopher tortoise (*Gopherus polyphemus*)
Green anole (*Anolis carolinensis*)
Green treefrog (*Hyla cinerea*)

Birds
American Crow (*Corvus brachyrhynchos*)
Black Vulture (*Coragyps atratus*)
Northern Cardinal (*Cardinalis cardinalis*)
Palm Warbler (*Setophaga pinus*)
Wild Turkey (*Meleagris gallopavo*)

Mammals
Bobcat (*Lynx rufus*)
Nine-banded armadillo (*Dasypus novemcinctus*)
Racoon (*Procyon lotor*)
White-tailed deer (*Odocoileus virginianus*)

Of the above wildlife species, one, the gopher tortoise, is identified in the FFWCC's Official Lists - Florida's Endangered Species, Threatened Species and Species of Special Concern (May 2017).

No gopher tortoises (*Gopherus polyphemus*) were directly observed during wildlife surveys; however, signs consisting of the identication of potentially occupied tortoise burrows were observed. Additionally, potential habitat which could support gopher tortoises was observed. A short description of the gopher tortoise and implications for development are provided below. A gopher tortoise survey of potential habitat areas is recommended prior to development permitting. No official gopher tortoise survey has been conducted in the area deemed potential habitat.

Gopher Tortoise (*Gopherus polyphemus*)
State Listed as "Threatened" by FFWCC

Currently the gopher tortoise (Gopherus polyphemus) is classified as a "Category 2 Candidate Species" by USFWS, and as of September 2007 is now classified as "Threatened" by FFWCC. The basis of the "Threatened" classification by the FFWCC for the gopher tortoise is due to habitat loss and destruction of burrows. Gopher tortoises are commonly found in areas with well-drained soils associated with the pine flatwoods, pastures and abandoned orange groves. Several other protected species have a possibility of occurring in this area, as they are gopher tortoise commensal species; However, none of these commensal species were observed during the survey conducted.

The subject property was not formally surveyed for the existence of gopher tortoises; however, an assessment of potential utilization by tortoises and the presence of potential habitat was conducted during the on-site vegetation and wildlife surveys. Two small areas on the eastern side of the property were identified as having higher elevations, drained soils, and more appropriate vegetative cover than the adjacent areas and which would generally be recognized as potential gopher tortoise habitat. Additional surveys are necessary to determine if a population of gopher tortoises is present on the property.

In the event that gopher tortoises are observed on-site, the FFWCC provides three (3) options for developers that have gopher tortoises on their property. These options include: 1) avoidance (i.e., 25-foot distance from construction), 2) preservation of habitat, and 3) off-site relocation. Resolution of the gopher tortoise issue would need to be permitted through FFWCC prior to any construction activities.

In addition to those species observed, BTC reviewed the relevant records for potentially occurring species which may expose the subject site to additional regulatory review. Those species reviewed include those with recorded observations in close proximity to the site and those associated with specific habitats observed on-site. Other regulated species which have the potential to occur on the subject site but are not described below can be found in Table 1.

Eastern Indigo Snake (*Drymarchon couperi*)
Federally Listed as "Threatened" by USFWS

The eastern indigo snake (*Drymarchon couperi*) is a federally listed threatened species. The basis for this listing was a result of dramatic population declines caused by over-collecting for the domestic and international pet trade as well as mortalities caused by rattlesnake collectors who gassed gopher tortoise burrows to collect snakes. Since its listing, habitat loss and fragmentation by residential and commercial expansion have become much more significant threats to the eastern indigo snake. This species is widely distributed throughout central and south Florida and primarily occurs in sandhill habitats in northern Florida and southern Georgia.

No evidence of the indigo snake was observed within the subject site during the wildlife survey conducted by BTC; However, because gopher tortoise evidence was observed, there is potential for indigo snake presence due to their commensal nature. A formal Indigo Snake Survey may be required by USFWS. Likely, any permit authorizing activities within areas of potential habitat will need to be conditioned for use of the Service's Standard Protection Measures.

Wood Stork (*Mycteria americana*)
BTC conducted a review of the location for Wood Stork foraging and nesting colonies. The Magnolia Trace property does not occur within a Wood Stork nesting colony core foraging area (Figure 8).

Bald Eagle (*Haliaeetus leucocephalus*)

State protected by F.A.C. 68A-16.002 and federally protected by both the Migratory Bird Treaty Act (1918) and the Bald and Golden Eagle Protection Act (1940)

In August of 2007, the US Fish and Wildlife Service (USFWS) removed the Bald Eagle from the list of federally endangered and threatened species. Additionally, the Bald Eagle was removed from Florida Fish and Wildlife Conservations Commission's (FWC) imperiled species list in April of 2008. Although the Bald Eagle is no longer protected under the Endangered Species Act, it is still protected under the Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act, and FWC's Bald Eagle rule (Florida Administrative Code 68A-16.002 Bald Eagle (*Haliaeetus leuchocephalus*).

In May of 2007, the USFWS issued the National Bald Eagle Management Guidelines. In April of 2008, the FWC adopted a new Bald Eagle Management Plan that was written to closely follow the federal guidelines. Under FWC's new management plans, buffer zones are recommended based on the nature and magnitude of the project or activity. The recommended protective buffer zone is 660 feet or less from the nest tree, depending on what activities or structures are already near the nest. A FWC Eagle permit is not needed for any activity occurring outside of the 660-foot buffer zone.

In addition to the on-site evaluation for "listed" species, BTC conducted a review for any Bald Eagle nests on or in the vicinity of the site as recorded by FWC. This review revealed no bald eagle nesting locations within one (1) mile of the site (Figure 8). Since the site is not located within the 660-foot buffer zone for any nests, no further action should be required pertaining to Bald Eagle nests.

USFWS CONSULTATION AREAS

The U.S. Fish and Wildlife Service has established "consultation areas" for certain listed species. Generally, these consultation areas only become an issue if USFWS consultation is required, which is usually associated with permitting through the U.S. Army Corps of Engineers. The reader should be aware that species presence and need for additional review are often determined to be unnecessary early in the permit review process due to lack of appropriate habitat or other conditions. However, the USFWS makes the final determination.

Consultation areas are typically regional in size, often spanning multiple counties where the species in question is known to exist. Consultation areas by themselves do not indicate the presence of a listed species, they only indicate an area where there is a potential for a listed species to occur and that additional review might be necessary to confirm or rule-out the presence of the species. The additional review typically includes the application of species-specific criteria to rule-out or confirm the presence of the species in question. Such criteria might consist of a simple review for critical habitat types. In other cases, the review might include the need for species-specific surveys using established methodologies that have been approved by the USFWS.

The subject site is located within one (1) of the USFWS Consultation Areas (Figure 9).

Florida Scrub-Jay (*Aphelocoma coerulescens*)

Federally Listed as "Threatened" by USFWS

Currently the Florida Scrub-Jay is listed as threatened by the USFWS. Florida Scrub-Jays are largely restricted to scattered, often small and isolated patches of sand pine scrub, xeric oak, scrubby flatwoods, and scrubby coastal stands in peninsular Florida (Woolfenden 1978a, Fitzpatrick et al. 1991). They avoid wetlands and forests, including canopied sand pine stands. Optimal Scrub-Jay habitat is dominated by shrubby scrub, live oaks, myrtle oaks, or scrub oaks from 1 to 3 m (3 to 10 ft.) tall, covering 50% to 90 % of the area; bare ground or sparse vegetation less than 15 cm (6 in) tall covering 10% to 50% of the area; and scattered trees with no more than 20% canopy cover (Fitzpatrick et al. 1991).

No Florida Scrub-Jays were observed within the subject site during the extensive field work conducted by BTC. During the fieldwork conducted as part of the due diligence effort, areas of habitat which may have the potential to support Scrub-Jays were identified. As such, a formal Scrub-Jay survey is likely to be required by USFWS to determine if Florida Scrub-Jays exist on the subject site. Surveys must be conducted March 1 through October 31 for a minimum of 5 days.

SUMMARY & POTENTIAL WILDLIFE CONSTRAINTS

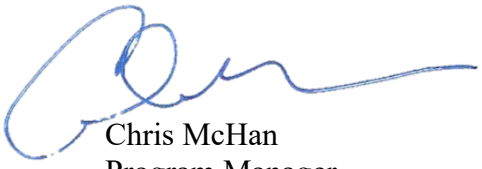
These wildlife surveys were conducted in accordance with the protocol and methodology identified above. This site was surveyed for all wildlife and any listed species. At the time of the survey evidence of one (1) listed species and potential habitat for at least one (1) additional species was observed within the boundary of the subject site.

The environmental limitations described in this document are based on observations and technical information available on the date of the on-site evaluation. The wildlife survey conducted within the subject property boundaries does not preclude the potential for any listed species, as noted on Table 1 (attached), currently or in the future. Should you have any questions or require any additional information, please do not hesitate to contact our office at (407) 894-5969. Thank you.

Regards,

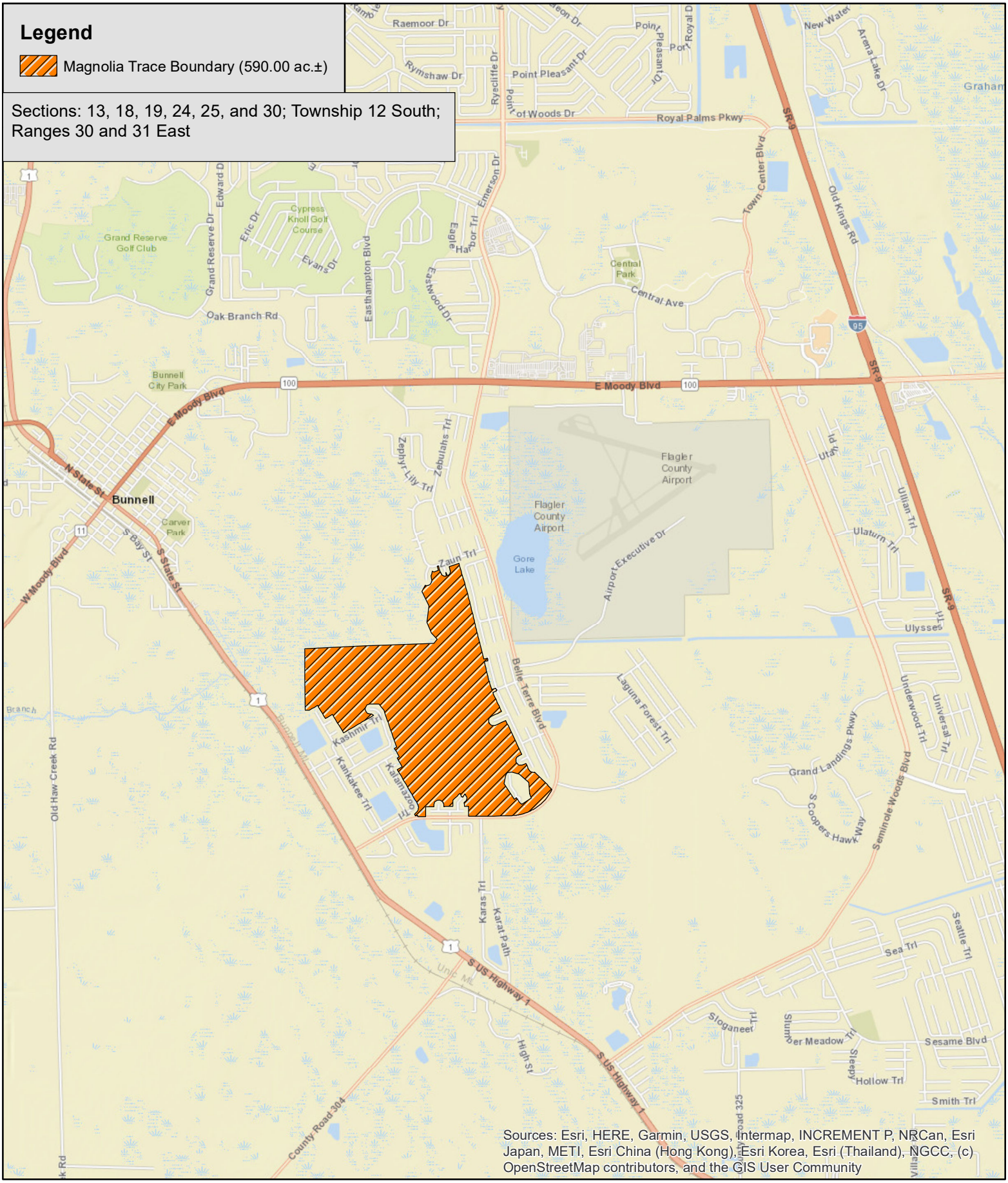


Noah DeDeo
Field Biologist



Chris McHan
Program Manager

Attachments
Figure 1 – Location Map
Figure 2 – Aerial Map
Figure 3 – USGS Topography Map
Figure 4 – USDA NRCS Soils Map
Figure 5 – FLUCFCS Map
Figure 6 – LIDAR Map
Figure 7 – ApproximateWetlands Map
Figure 8 – Wildlife Map
Fiogure 8a – Potential Gopher Tortoise Habitat Map
Figure 9 – Wildlife Consultation Areas Map
Figure 10 - FEMA Maps
Table 1 – Flagler County Federal Species List



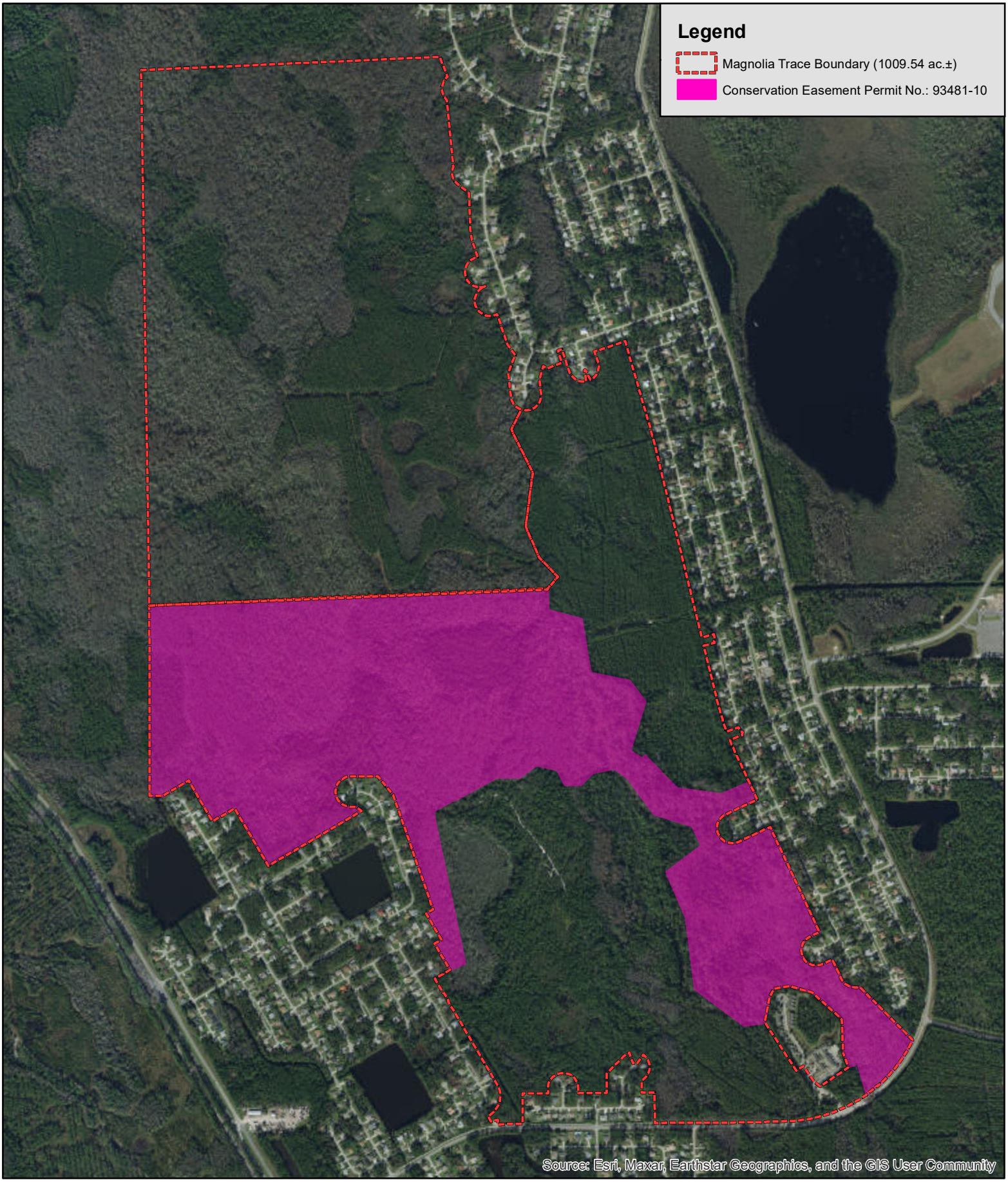
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Environmental and Permitting Services
3025 E. South Street Orlando, FL 32803
Ph: 407-894-5969 Fax: 407-894-5970
www.bio-techconsulting.com

Magnolia Trace Property
Flagler County, Florida
Figure 1
Location Map

N
W E
S

4,100
Feet

Project #: TBD
Produced By: JGL
Date: 4/13/2022



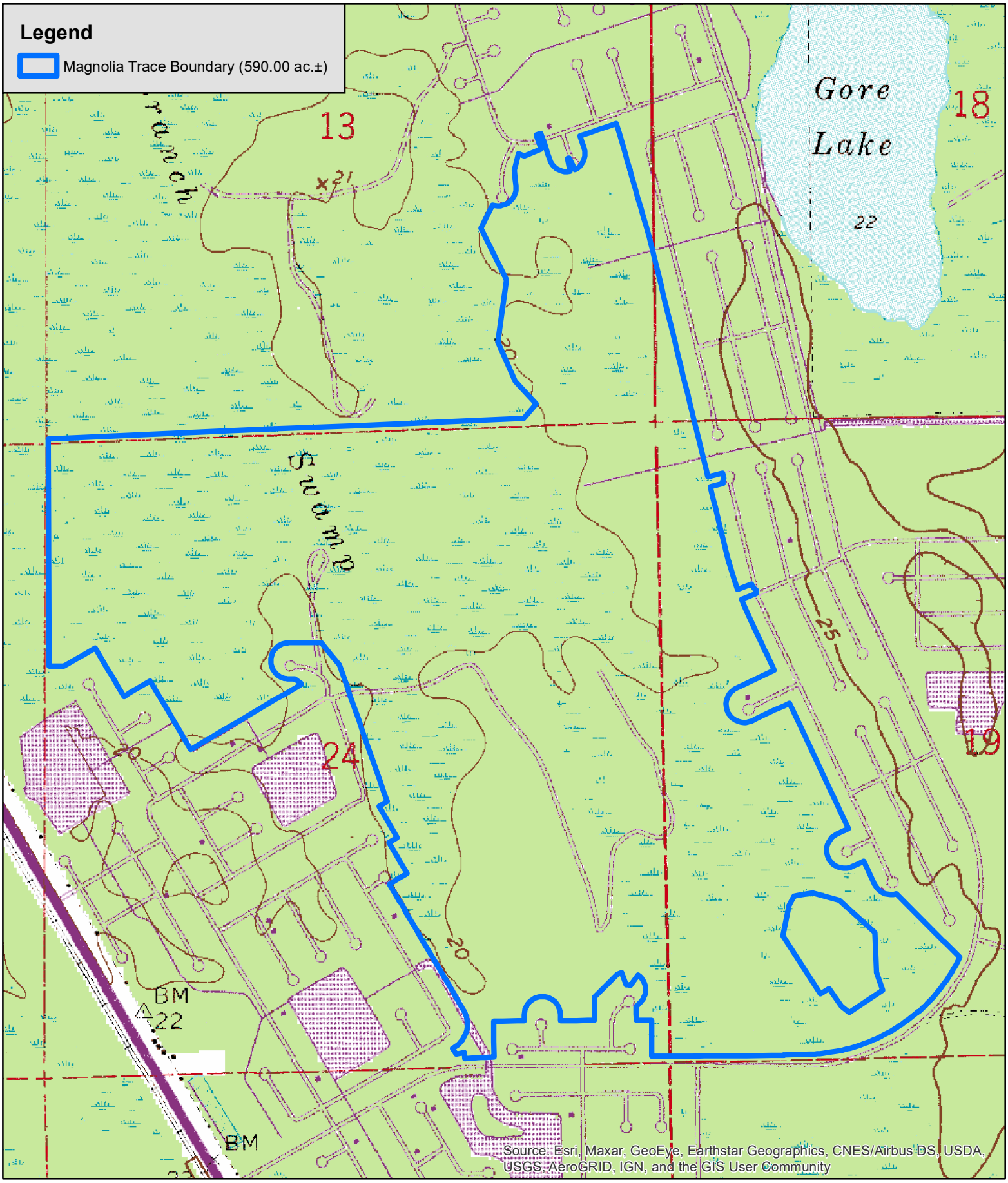
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Magnolia Trace Property
Flagler County, Florida
Figure 2
Aerial Map

N
W E
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1,300
Feet

Project #: 1253-02
Produced By: NRK
Date: 11/14/2022



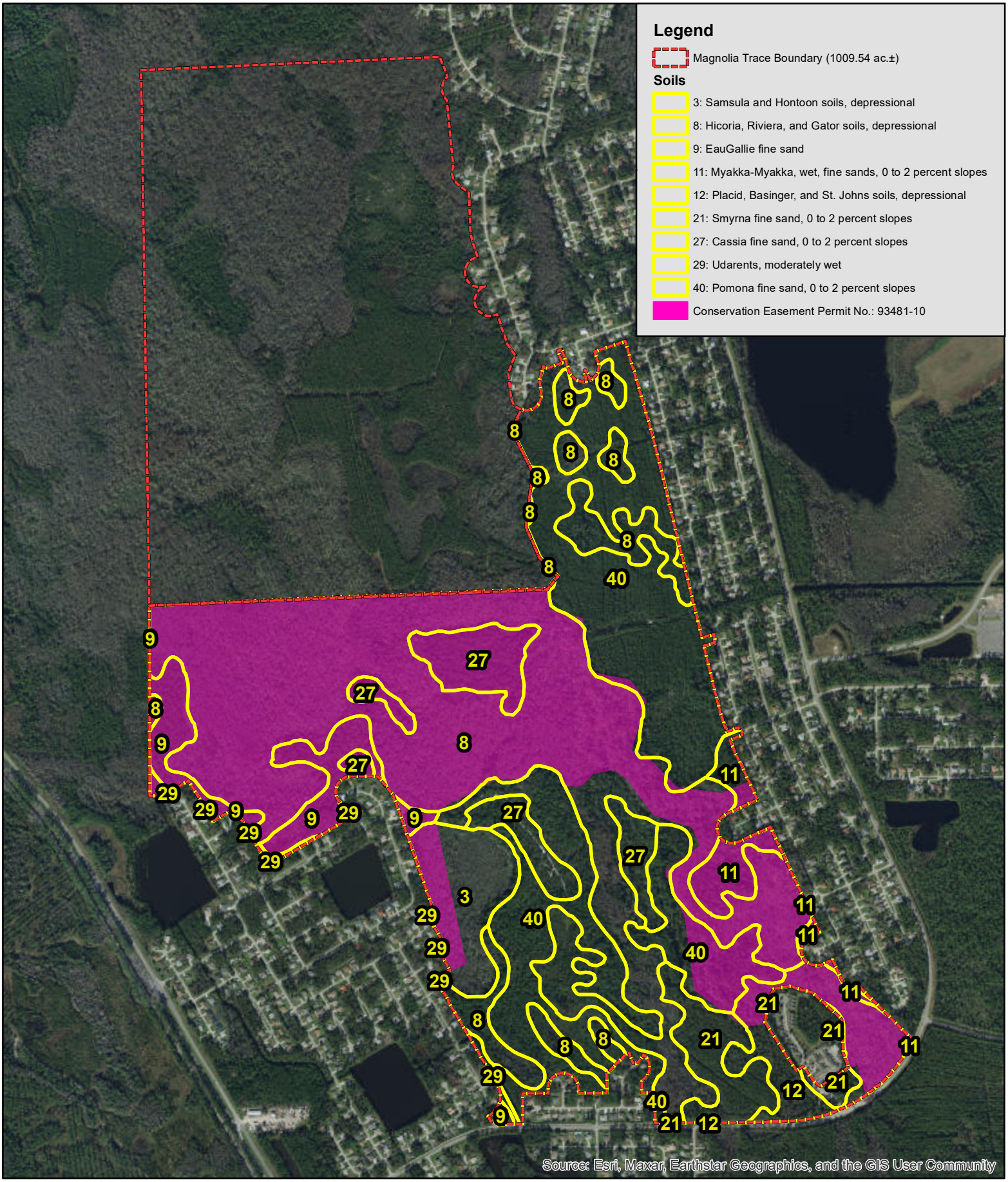
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Magnolia Trace Property
Flagler County, Florida
Figure 3
USGS Topographic Map

N
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1,100 Feet

Project #: TBD
Produced By: JGL
Date: 4/13/2022



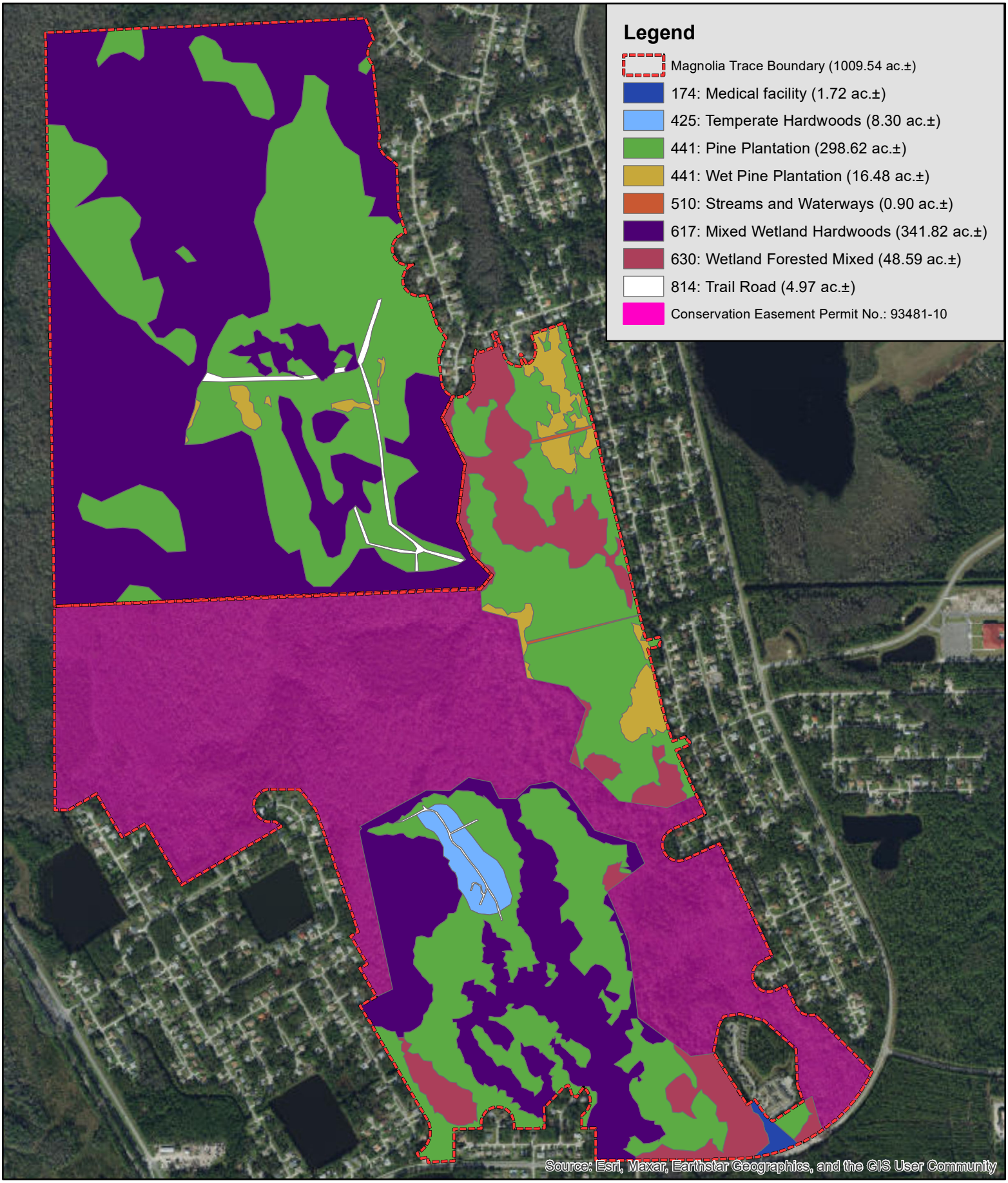
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Magnolia Trace Property
Flagler County, Florida
Figure 4
USDA NRCS Soils Map

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1,300
Feet

Project #: 1253-02
Produced By: NRK
Date: 11/14/2022



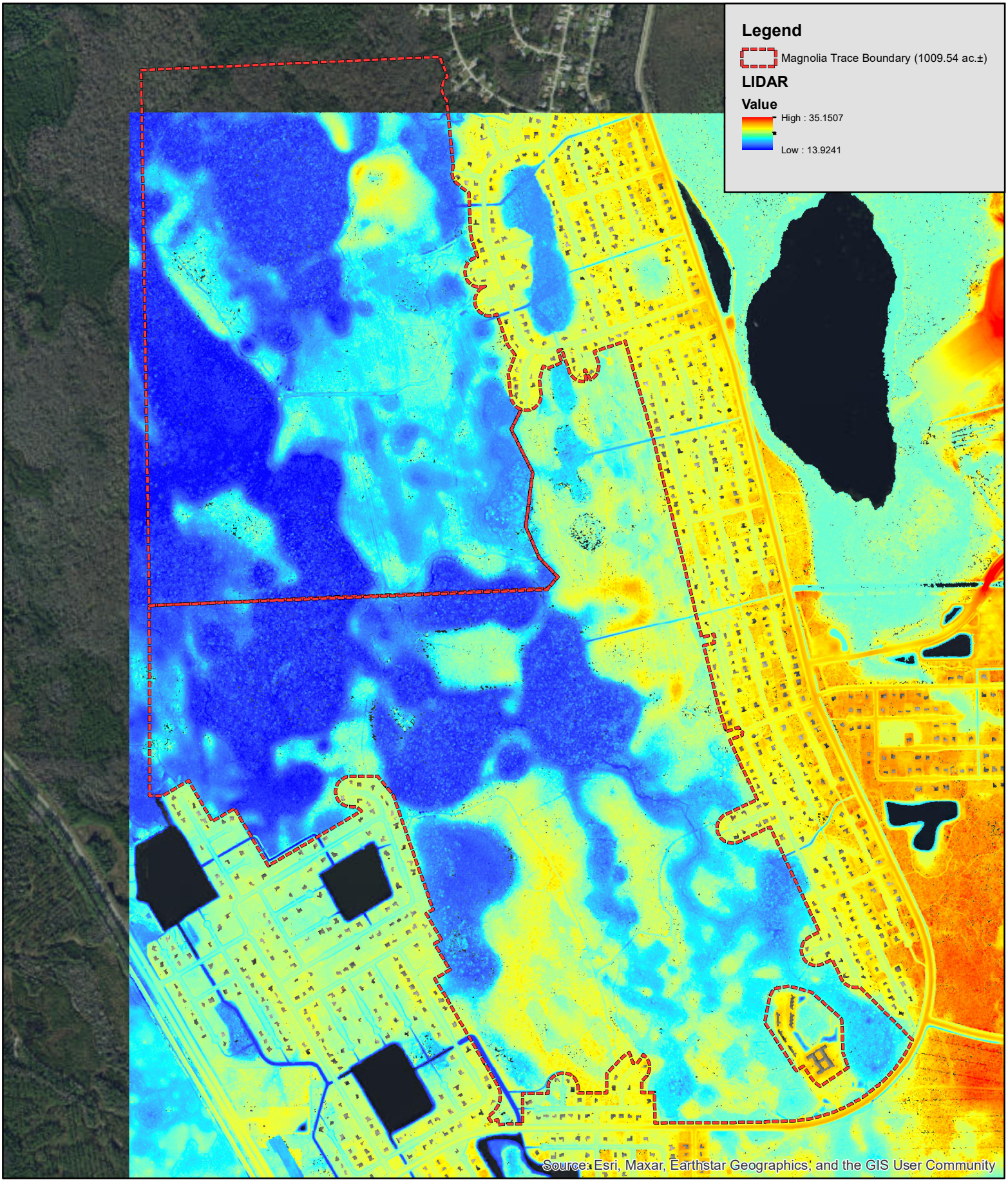
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Magnolia Trace Property
Flagler County, Florida
Figure 5
FLUCFCS Map

N
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1,250
Feet

Project #: 1253-02
Produced By: GAC
Date: 11/15/2022



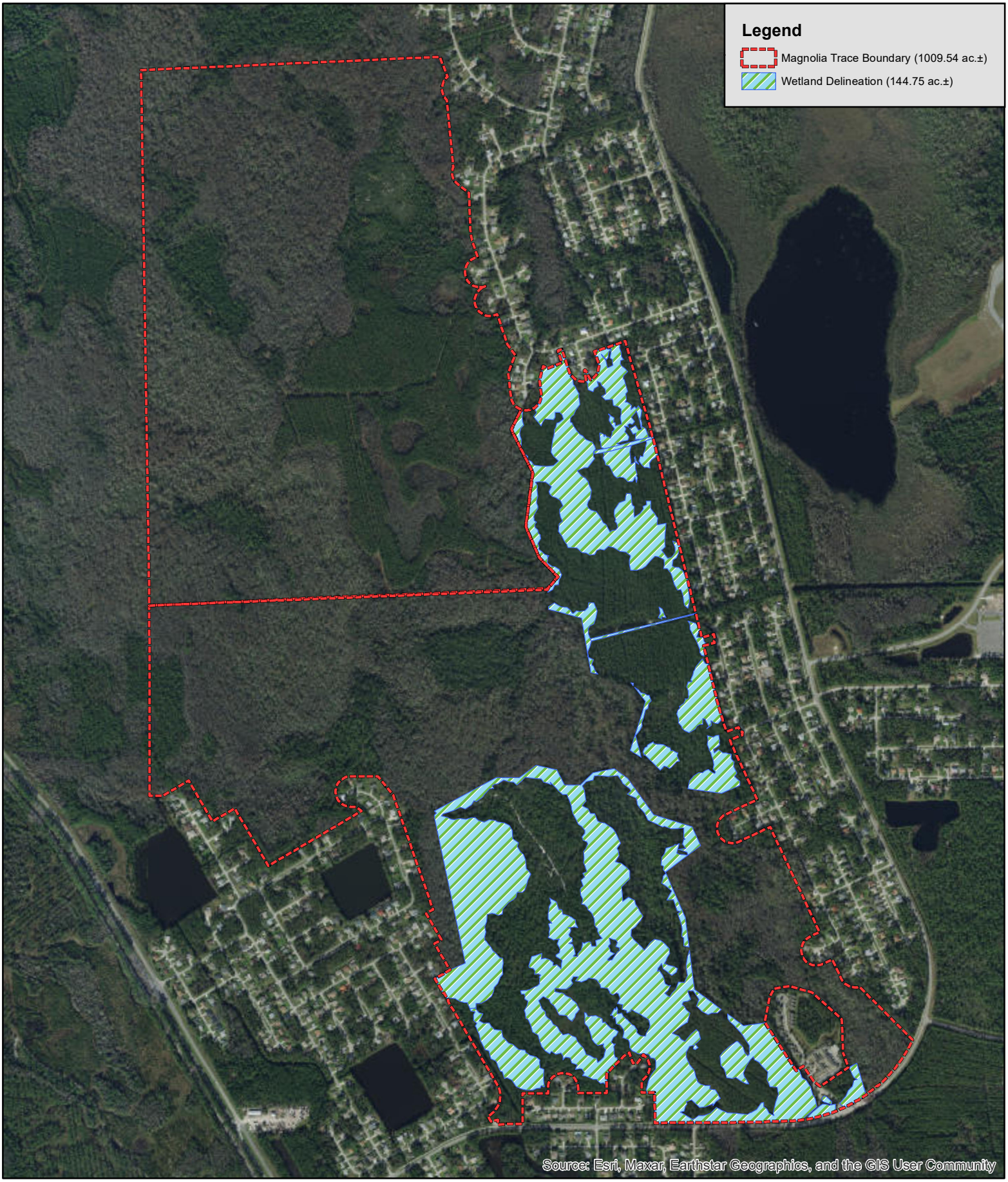
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Magnolia Trace Property
Flagler County, Florida
Figure 6
LIDAR Map

N
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Feet

Project #: 1253-02
Produced By: NRK
Date: 11/14/2022



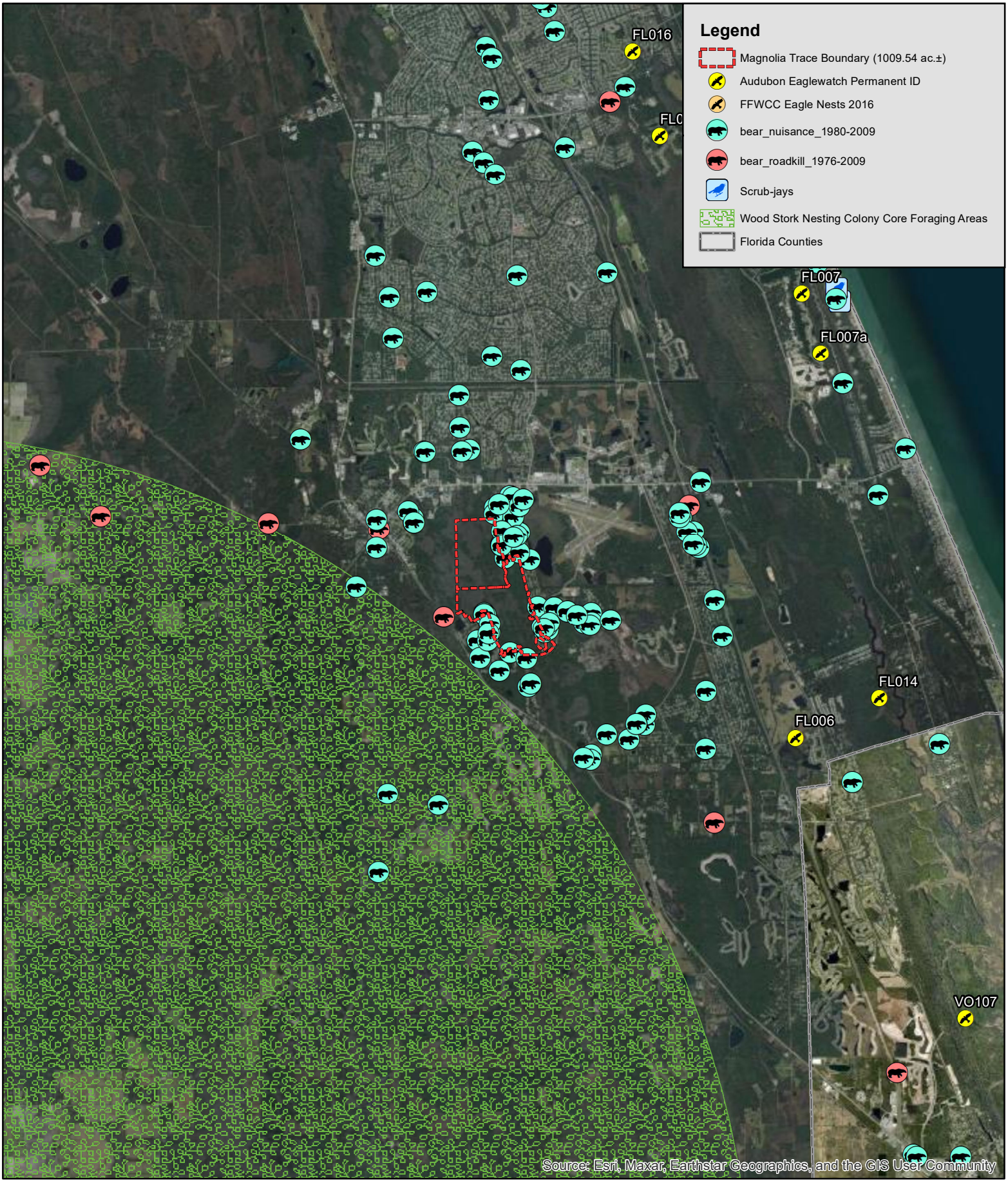
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Magnolia Trace Property
Flagler County, Florida
Figure 7
Approximate Wetlands Map

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Feet

Project #: 1253-02
Produced By: NRK
Date: 11/14/2022



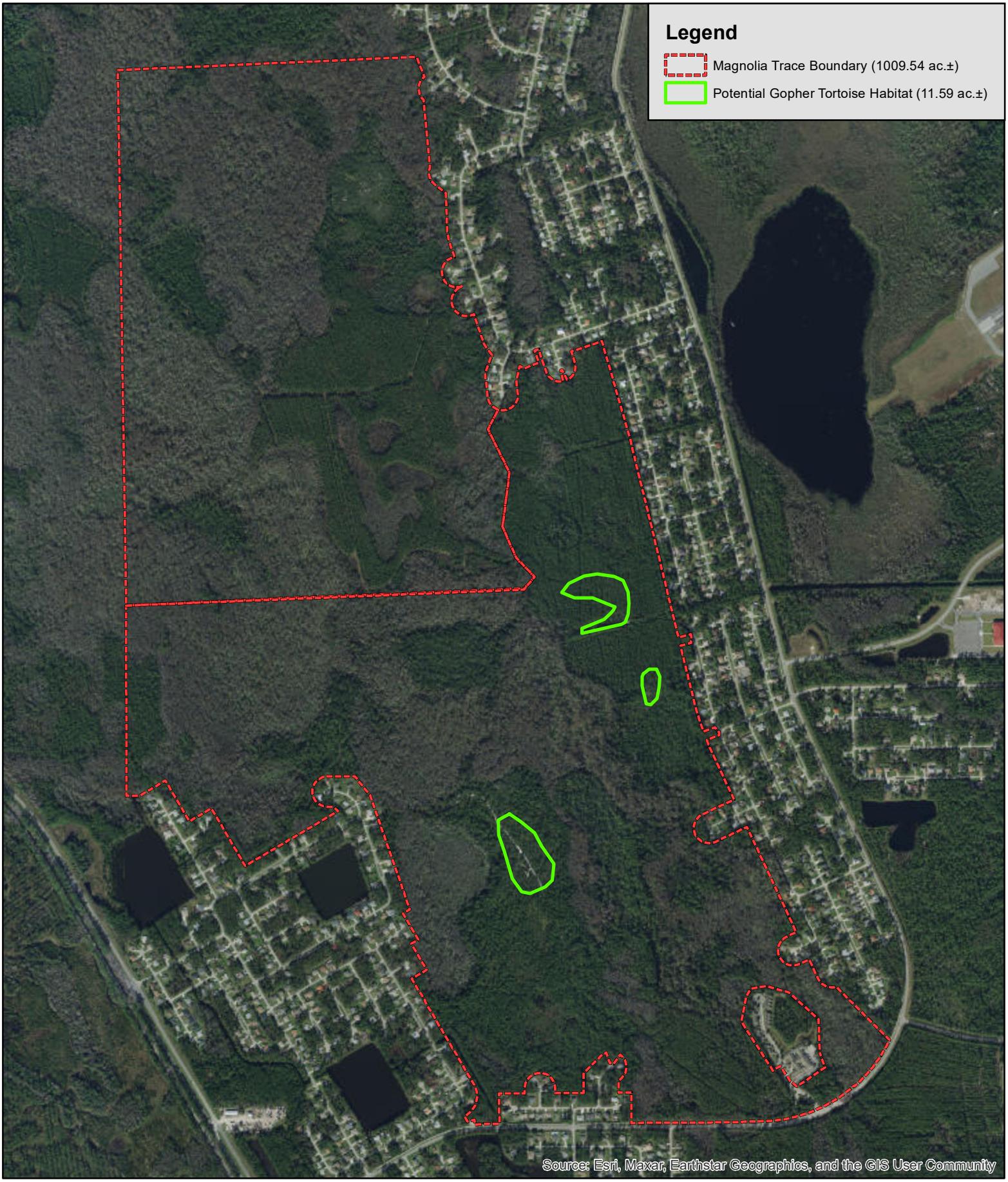
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Magnolia Trace Property
Flagler County, Florida
Figure 8
Wildlife Map

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10,000
Feet

Project #: 1253-02
Produced By: NRK
Date: 11/14/2022



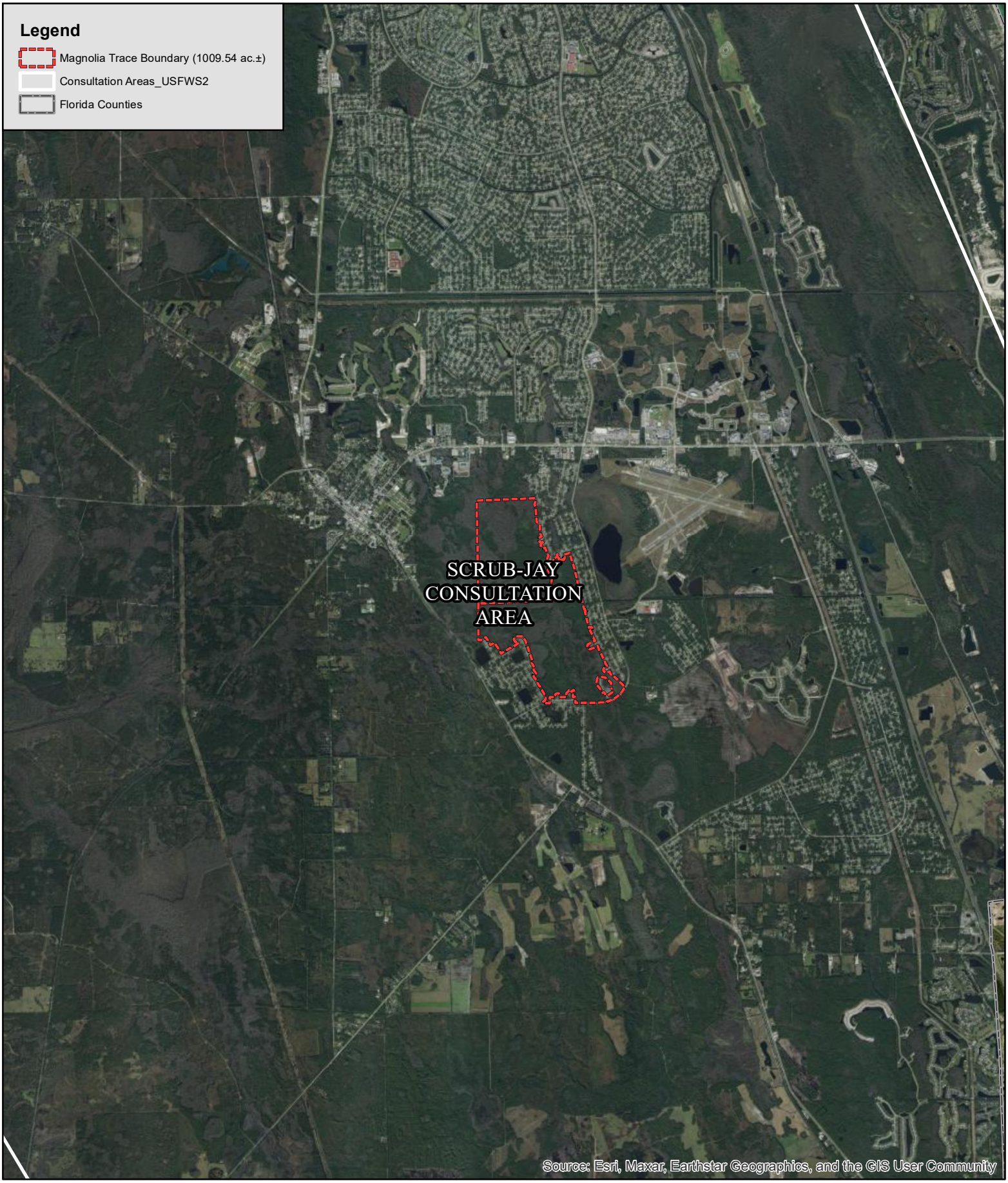
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Magnolia Trace Property
Flagler County, Florida
Figure 8
Potential GT Habitat Map

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Feet

Project #: 1253-02
Produced By: NRK
Date: 11/15/2022



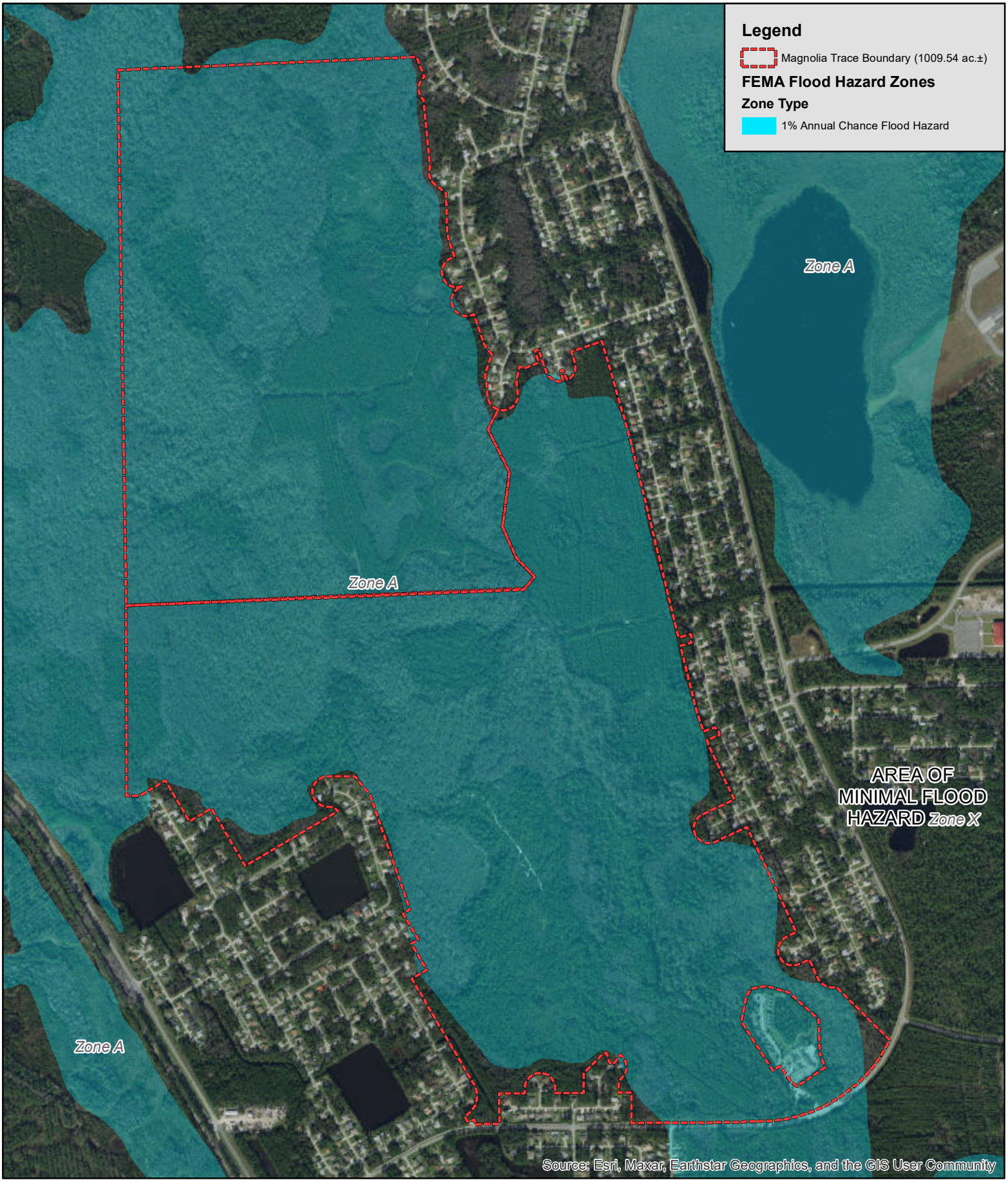
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Magnolia Trace Property
Flagler County, Florida
Figure 9
USFWS Wildlife Consultation Areas

N
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7,000
Feet

Project #: 1253-02
Produced By: NRK
Date: 11/15/2022



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Magnolia Trace Property
Flagler County, Florida
Figure 10
FEMA Flood Hazard Zones Map

N
W E
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1,300
Feet

Project #: 1253-02
Produced By: NRK
Date: 11/15/2022

Table 1: Flagler County, Florida
Potentially Occuring Listed Wildlife and Plant Species in Flagler County, Florida

Scientific Name	Common Name	Federal Status	State Status
FISH			
Enneacanthus chaetodon	Blackbanded Sunfish	N	N
Umbra pygmaea	Eastern Mudminnow	N	N
Acipenser oxyrinchus desotoi	Gulf Sturgeon	LT	LS
Acantharchus pomotis	Mud Sunfish	N	N
Ameiurus serracanthus	Spotted Bullhead	N	N
Micropterus notius	Suwannee Bass	N	LS
AMPHIBIANS			
Ambystoma cingulatum	Flatwoods Salamander	LT	LS
Rana capito	Gopher Frog	N	LS
Notophthalmus perstriatus	Striped Newt	N	LT
Ambystoma tigrinum	Tiger Salamander	N	N
REPTILES			
Macrochelys temminckii	Alligator Snapping Turtle	N	LS
Alligator mississippiensis	American Alligator	SAT	LS
Crotalus adamanteus	Eastern Diamondback Rattlesn	N	N
Drymarchon couperi	Eastern Indigo Snake	LT	LT
Pituophis melanoleucus mugitu	Florida Pine Snake	N	LS
Gopherus polyphemus	Gopher Tortoise	N	LS
Stilosoma extenuatum	Short-tailed Snake	N	LT
Heterodon simus	Southern Hognose Snake	N	N
Clemmys guttata	Spotted Turtle	N	N
Pseudemys concinna suwannie	Suwannee Cooter	N	LS
Crotalus horridus	Timber Rattlesnake	N	N
Mammals			
Eptesicus fuscus	Big Brown Bat	N	N
Ursus americanus floridanus	Florida Black Bear	N	LT*
Podomys floridanus	Florida Mouse	N	LS
Lasiurus cinereus	Hoary Bat	N	N
Corynorhinus rafinesquii	Rafinesque's Big-eared Bat	N	N
Neofiber alleni	Round-tailed Muskrat	N	N
Sciurus niger shermani	Sherman's Fox Squirrel	N	LS
Myotis austroriparius	Southeastern Bat	N	N
Mustela frenata olivacea	Southeastern Weasel	N	N

BIRDS			
Aimophila aestivalis	Bachman's Sparrow	N	N
Haliaeetus leucocephalus	Bald Eagle	LT,PDL	LT
Laterallus jamaicensis	Black Rail	N	N
Nycticorax nycticorax	Black-crowned Night-heron	N	N
Pelecanus occidentalis	Brown Pelican	N	LS
Accipiter cooperii	Cooper's Hawk	N	N
Athene cunicularia floridana	Florida Burrowing Owl	N	LS
Grus canadensis pratensis	Florida Sandhill Crane	N	LT
Aphelocoma coerulescens	Florida Scrub-jay	LT	LT
Plegadis falcinellus	Glossy Ibis	N	N
Ardea alba	Great Egret	N	N
Picoides villosus	Hairy Woodpecker	N	N
Ixobrychus exilis	Least Bittern	N	N
Aramus guarauna	Limpkin	N	LS
Egretta caerulea	Little Blue Heron	N	LS
Seiurus motacilla	Louisiana Waterthrush	N	N
Falco columbarius	Merlin	N	N
Pandion haliaetus	Osprey	N	LS*
Falco peregrinus	Peregrine Falcon	N	LE
Picoides borealis	Red-cockaded Woodpecker	LE	LS
Egretta thula	Snowy Egret	N	LS
Falco sparverius paulus	Southeastern American Kestrel	N	LT
Elanoides forficatus	Swallow-tailed Kite	N	N
Egretta tricolor	Tricolored Heron	N	LS
Eudocimus albus	White Ibis	N	LS
Mycteria americana	Wood Stork	LE	LE
Nyctanassa violacea	Yellow-crowned Night-heron	N	N

VASCULAR PLANTS			
Adiantum tenerum	Brittle Maidenhair Fern	N	LE
Gymnopogon chapmanianus	Chapman's Skeletongrass	N	N
Asplenium x curtissii	Curtiss' Spleenwort	N	N
Asplenium pumilum	Dwarf Spleenwort	N	LE
Pycnanthemum floridanum	Florida Mountain-mint	N	LT
Matelea floridana	Florida Spiny-pod	N	LE
Brickellia cordifolia	Flyr's Brickell-bush	N	LE
Pteroglossaspis ecristata	Giant Orchid	N	LT
Forestiera godfreyi	Godfrey's Privet	N	LE
Malaxis unifolia	Green Adder's-mouth	N	LE
Agrimonia incisa	Incised Groove-bur	N	LE
Najas filifolia	Narrowleaf Naiad	N	LT
Salvia urticifolia	Nettle-leaved Sage	N	LE
Coelorachis tuberculosa	Piedmont Jointgrass	N	LT
Litsea aestivalis	Pondspice	N	LE
Callirhoe papaver	Poppy Mallow	N	LE
Asplenium plenum	Ruffled spleenwort	N	N
Sideroxylon alachuense	Silver Buckthorn	N	LE
Asplenium monanthes	Single-sorus Spleenwort	N	LE
Blechnum occidentale	Sinkhole Fern	N	LE
Cheilanthes microphylla	Southern Lip Fern	N	LE
Verbesina heterophylla	Variable-leaf Crownbeard	N	N
Asplenium heteroresiliens	Wagner's Spleenwort	N	N

PT-Proposed for listing as Threatened species.

C-Candidate species for which federal listing agencies have sufficient information on biological vulnerability and threats to support proposing to list the species as Endangered or Threatened.

XN-Non-essential experimental population.

MC-Not currently listed, but of management concern to USFWS.

N-Not currently listed, nor currently being considered for listing as Endangered or Threatened.

STATE LEGAL STATUS - ANIMALS

LE-Endangered: species, subspecies, or isolated population so few or depleted in number or so restricted in range that it is in imminent danger of extinction.

LT-Threatened: species, subspecies, or isolated population facing a very high risk of extinction in the future.

LS-Species of Special Concern is a species, subspecies, or isolated population which is facing a moderate risk of extinction in the future.

PE-Proposed for listing as Endangered.

PT-Proposed for listing as Threatened.

PS-Proposed for listing as Species of Special Concern.

N-Not currently listed, nor currently being considered for listing.

STATE LEGAL STATUS - PLANTS

LE-Endangered: species of plants native to Florida that are in imminent danger of extinction within the state, the survival of which is unlikely if the causes of a decline in the number of plants continue; includes all species determined to be endangered or threatened pursuant to the U.S. Endangered Species Act.

LT-Threatened: species native to the state that are in rapid decline in the number of plants within the state, but which have not so decreased in number as to cause them to be Endangered.

PE-Proposed for listing as Endangered.

PT-Proposed for listing as Threatened.

N-Not currently listed, nor currently being considered for listing.

COUNTY OCCURRENCE STATUS

Vertebrates and Invertebrates:
C = Confirmed
P = Potential
N = Nesting

Plants, Natural Communities, and Other:
C = **Confirmed**
R = Reported

** See Rank and Status Explanations and Definitions, Special Animal Listings - Federal and State Status

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

US Army Corps of Engineers
701 San Marco Blvd.
Jacksonville, FL 32207-8175

April 17, 2026

RE: DHR Project File No.: 2025-1877-B Received by DHR: March 31, 2026
Phase II & Phase III Archaeological Investigations of the Gore Lake Mound (8FL00029), Flagler County, Florida

To Whom It May Concern:

Our office reviewed the referenced project in accordance with Section 106 of the *National Historic Preservation Act of 1966*, as amended, and its implementing regulations in *36 CFR Part 800: Protection of Historic Properties*, as well as Chapters 267.061 and 373.414, *Florida Statutes*, and implementing state regulations for possible effects on historic properties listed, or eligible for listing, in the *National Register of Historic Places*. The project is subject to compliance with requirements for St. Johns River Water Management District (SJRWMD) No. 194723-3 and United States Army Corps of Engineers (USACE) Permit Application No. SAJ-2004-04984, SAJ-2007-05638, SAJ-2025-03550.

In February 2026, Heritage Cultural Services, LLC (HCS) undertook a Phase III CRAS of previously recorded archaeological site 8FL29 (Gore Lake Mound; SHPO Likely Eligible, 2004), located on approximately 0.25 acre of land proposed for development by GreenPointe Developers, LLC, in Flagler County. HCS excavated the sites with ten contiguous 1m-by-1m test units and four 1m-by-5m trenches to recover any and all data that would otherwise have been lost in the course of development. As a result of the survey, HCS notes:

> Ten controlled unit excavations (1 x 1-meter units forming a 1 x 10-meter trench) across the center of the mound floor and four radiating exploratory trenches excavated in levels by an archaeological backhoe operator (see Excavation Plan), produced no interments, burial remains, or human skeletal materials. Only five artifacts (St. Johns Plain pottery sherds) were recovered from the upper levels of the 1 x 1-meter units.
>
> Consequently, it is the observations and opinion and of Heritage Cultural Services, LLC, that no cultural stratigraphy or cultural context exists below the mound floor and that the Gore Lake Mound (8FL00029) should be considered completely destroyed and ineligible for listing on the National Register of Historic Places. No further archaeological work is recommended.

Based on the information provided, our office finds the submitted report complete and sufficient in accordance with Chapter 1A-46, *Florida Administrative Code*. USACE has provided the following review:

> the Corps received and reviewed Phase II and Phase III Archaeological Investigations of the Gore Lake Mound (8FL00029), Flagler County, Florida, prepared by Heritage Cultural Services,

> LLC (HCS), dated December 2025, and finds the report complete and the field work appropriate and sufficient in accordance with Chapters 1A-46, Florida Administrative Code and with Federal regulation 36 CFR 800: Protection of Historic Properties. The purpose of the study, conducted October - December 2025, was to investigate the integrity of the Gore Lake Mound (8FL00029) and evaluate its potential eligibility for nomination to the NRHP. Per HCS, the mound (above ground portion of the site) has been compromised (nearly leveled), but due to prior reports of subsurface archaeological deposits containing human skeletal remains, the site was deemed potentially eligible for listing on the NRHP [...]
>
> No burial remains, skeletal material, or cultural materials were observed or recovered within the trenches. It is HCS opinion that no cultural stratigraphy or cultural context exists below the mound floor and that the Gore Lake Mound (8FL00029) should be considered completely destroyed and ineligible for listing on the NRHP, and no further archaeological work is recommended.
>
> Based on the results of the Phase II and Phase III survey, this office concurs with the investigator's recommendations and finds that the proposed project will have no adverse effect to historic properties, and no further work is required.

This office concurs with the determination provided by USACE.

If you have any questions, please contact Ethan Putman, Historic Preservationist, by email at *Ethan.Putman@dos.fl.gov*.

Sincerely,

Kelly L Chase
For

Alissa Slade Lotane
Director, Division of Historical Resources
& State Historic Preservation Officer

MAGNOLIA TRACE PARCEL IDENTIFICATION NUMBERS

13-12-30-0650-000A0-0010

24-12-30-0650-000A0-0010

24-12-31-4150-00T50-0000

24-12-31-4140-00T40-0000

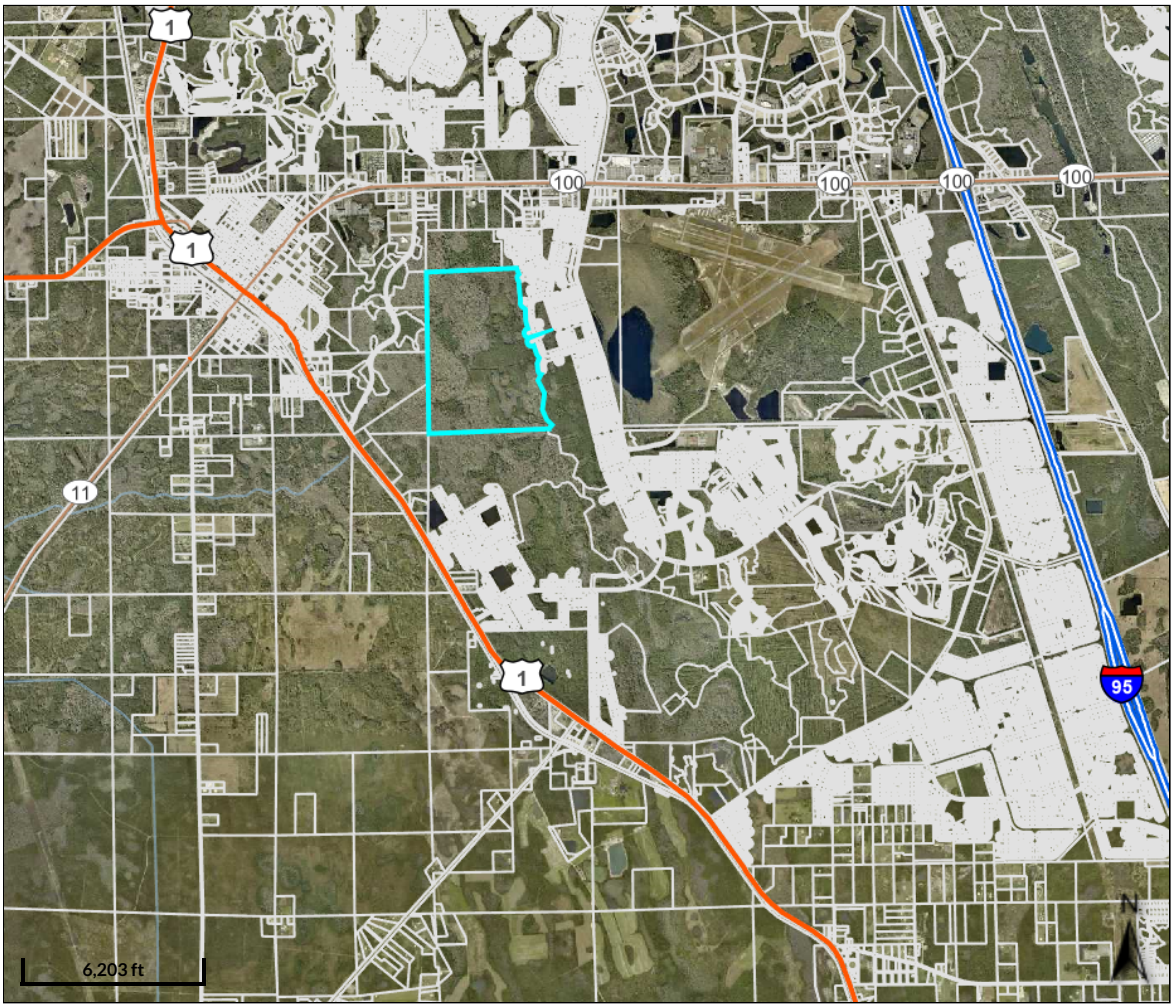
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19-12-31-4120-00T20-0000

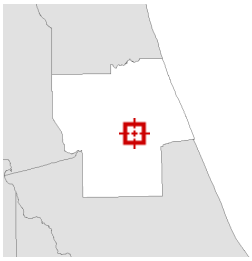
19-12-31-4110-00T10-0000

19-12-31-4130-00T30-0000

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

Parcels

Streams and Rivers

Parcel ID	13-12-30-0650-000A0-0010	**Owner**	OARE ASSOCIATES LLC C/O SHUFFIELD, LOWMAN & WILSON, P.A. P.O. BOX 612 DELAND, FL 32721	**Land Value**	$103,808	**Last 2 Sales**			
Prop ID	11763			**Ag Land Value**	$0	**Date**	**Price**	**Reason**	**Qual**
Class Code	CONSERVATION					6/1/2003	$945000	V	Q
Taxing District	61			**Building Value**	$0	4/1/1996	$23387900	I	Q
GIS sqft	18,264,738.712	**Physical Address**	n/a	**Misc Value**	$0				
				Just Value	$103,808				
				Assessed Value	$103,808				
				Exempt Value	$0				
				Taxable Value	$103,808				

Date created: 1/12/2026
Last Data Uploaded: 1/11/2026 8:03:18 PM

Developed by SCHNEIDER GEOSPATIAL

ADAMS HOMES OF NORTHWEST FLOR
100 W GARDEN STREET SECOND FLOC
PENSACOLA, FL 32502

ALERS CARLOS &
DEBORAH H&W
1 ZAUNSTOWN PLACE
PALM COAST, FL 32164

ALLEN EFFIE MAE
6 ZAMARO PL #2
PALM COAST, FL 32164

ANDERSON MICHAEL T
21 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

ANDRE ALLEN &
SANDRA ANDRE
7 ZACHARIAS PLACE
PALM COAST, FL 32164

ANTONETTI NANCY & JOSE MANUEL SF
4 ZACHARIAS PLACE
PALM COAST, FL 32164

BAILEY COREY & MILAGROS
MARBELLA MEDINA BARRERA H&W
5 ZAFTIG COURT
PALM COAST, FL 32164

BAKER BONNIE L & DAVID A W&H
62 ZAUN TRAIL
PALM COAST, FL 32164

BARKOSKIE ADAM E & LAUREN E
BARKOSKIE H&W
18 ZEPHYR LILY PLACE
PALM COAST, FL 32164

BASNETT GREGORY K &
BONITA C RENNA
23 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

BEAUDET JOHN P &
PATRICIA A
6 ZACHARIAS PLACE
PALM COAST, FL 32164

BLITZ EDWARD & JANNETTE D H&W
LIFE ESTATE
35 ZAUN TRAIL
PALM COAST, FL 32164

BLITZ EDWARD &
JANNETTE D H&W LIFE ESTATE
35 ZUAN TRAIL
PALM COAST, FL 32164

BOGGS DONNA LIFE ESTATE
14 ZACHARIAS PLACE
PALM COAST, FL 32164

BRANNAN TALMADGE L
20 POLLY COURT
COVINGTON, GA 30016

BREA JUAN J
& CHRISTINA D H&W
36 ZAUN TRAIL
PALM COAST, FL 32164

CALDONE MARGARITA
5 ZACHARIAS PL
PALM COAST, FL 32164

CAMPBELL ROBERT R &
JANICE H&W
PO BOX 2443
BUNNELL, FL 32110

CATALANO MICHELE M LIFE ESTATE
42 ZAUN TRAIL
PALM COAST, FL 32164

CHANDLER JOSHUA & REBECCA LYNN
CHANDLER H&W
13 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

CINTRON JULIO C JR &
CAROL MOELLENDORF II H&W
4 ZAUN CT
PALM COAST, FL 32164

CITY OF PALM COAST FLORIDA
160 LAKE AVENUE
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CLOER LORI ANN RUNDELL TRUSTEE
70 ZAUN TRAIL
PALM COAST, FL 32164

COMIAN X TAX LIEN FUND LLC
700 ROUTE 130 N STE 101
CINNAMINSON, NJ 08077

CORBETT THOMAS A &
LOUISE A H&W
6 ZAUN COURT
PALM COAST, FL 32164

CORTE-REAL LIDIA
LIFE ESTATE
5 ZAMORO PL
PALM COAST, FL 32164

COVELL STANLEY DEAN
TRUST
12 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

COWLES RONALD E
2 ZAMORO PLACE
PALM COAST, FL 32164

DALLER CODY A & JENNA N
DAVIS JTWROS
60 ZAUN TRAIL
PALM COAST, FL 32164

DAVIS GREGORY A & HELEN MARIE DAVIS H&W
16 ERICKSON PLACE
PALM COAST, FL 32164

DELUCA FELIX A JR & DIANA J H&W
1 ZAMIA PLACE
PALM COAST, FL 32164

DEMERS ALLEN S & MICHELLE H&W
8 ZACHARIAS PLACE
PALM COAST, FL 32164

DENNIS J ROSSI & KATHLEEN I ROSSI TRUST
4175 SANORA LN
ORMOND BEACH, FL 32174

DEPASQUALE ANTHONY J & MEGAN E MURPHY JTWROS
5 ZEOLITE PLACE
PALM COAST, FL 32164

DORMITORIO DAWN J
1109 HYDE PARK LANE
NAPERVILLE, IL 60565

EDWARDS PHYLLIS & STEPHEN V H&W
5 ZAUN COURT
PALM COAST, FL 32164

EHREN JORDAN TAYLOR & BRANDI TAM & MICHAEL LEE EHREN & BRITT ALMAN
2824 W PAXTON AVENUE
TAMPA, FL 33611

EP SAMMIT & PEO UM EP H&W
2 ZAUNSTOWN PLACE
PALM COAST, FL 32164

FERREIRA ANDREA & CLAUDIA CORRALES JTROWS
6 ZAUNSTOWN PLACE
PALM COAST, FL 32164

FIGUEROA JENNIFER F
8 ZAHAROFF
PALM COAST, FL 32164

FLINCHUM SUSAN D
34 ZAUN TRAIL
PALM COAST, FL 32164

FOWLER SAMUEL & LINDSAY H&W
4 ZAUNSTOWN PLACE
PALM COAST, FL 32164

GALUSHA JOHN M & REBECCA C H&W
8 KALANCHOE CT
PALM COAST, FL 32164

GRATI IGOR
3845 MAPLE AVE
BROOKLYN, NY 11224

GREISS THOMAS & JOANN H&W & LOUIS MICHAEL GREISS JTWROS
28 ZEPHYR LILY TRL
PALM COAST, FL 32164

GRISHIN DENIS V
277 SAYRE DRIVE
PRINCETON, NJ 08540

GROHOLSKI THOMAS
16 ZEPHYR LILY PLACE
PALM COAST, FL 32164

HAGERTY MARILYN R
3 ZAUNSTOWN PLACE
PALM COAST, FL 32164

HAKOBYAN SIRANUSH & GRIGOR ROBERTS JTWROS
83 ZAUN TRAIL
PALM COAST, FL 32164

HAKOBYAN SIRANUSH
83 ZAUN TRAIL
PALM COAST, FL 32164

HAVLIN LAUREL
68 ZAUN TRAIL
PALM COAST, FL 32164

HEAR THEANG SOK & HEANG HEAR JTWROS
4758 ALLISON CREEK RD
YOUR, SC 29745

HENDERSON CHARLES E & KATHY G TRUSTEES
10 ZACHARIAS PLACE
PALM COAST, FL 32164

HERNANDEZ MARGARITA
57 ZAUN TRAIL
PALM COAST, FL 32164

HOFER PATRICIA W LIFE ESTATE
41 ZAUN TRAIL
PALM COAST, FL 32164

HOLIDAY BUILDERS INC
2293 WEST EAU GALLIE BOULEVARD
MELBOURNE, FL 32935

HOLMAN T NELLY
764 LIVINGSTON DR
ALLEN, TX 75002

HUNT-WILSON VICKIE L
3 ZACHARIAS PL
PALM COAST, FL 32164

INVITATION HOMES 7 FLORIDA LP
PO BOX 803467
DALLAS, TX 75380

JOHNSON DORIC JOYCE
289 MADISON AVE
IRVINGTON, NJ 07111

JONES LAURA ANNA & KENNETH BRUC
66 ZAUN TRL
PALM COAST, FL 32164

JORGE MERCEDES
LIFE ESTATE
742 NW 173 TERR
PEMBROKE PINES, FL 33029

KATE PROPERTY GROUP LLC
57 NEW LEATHERWOOD DR
PALM COAST, FL 32137

KEHRLE GWYN D & MATTHEW W&H
16 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

KELLEY RAYMOND SCOTT &
DENNIS MICHAEL YOUNG AMC
5 ZAMIA PLACE
PALM COAST, FL 32164

KIDD JUSTIN & ALYSSA H&W
3 FOX HOLLOW DRIVE
ORMOND BEACH, FL 32174

KINNEY DOUGLAS & PATRICIA H&W
LIFE ESTATE
63 ZAUN TRAIL
PALM COAST, FL 32164

KOENIG DAVID W & LYNN S H&W
2 ZAMIA PLACE
PALM COAST, FL 32164

KOVALCHUK ELENA
& VICTOR H&W
3458 SPRING ROSE WAY
SACRAMENTO, CA 95827

LEWANDOWSKI JAMES
67 ZAUN TRAIL
PALM COAST, FL 32164

LINDSTROM EDWIN O III
TRUSTEE
7 ZEOLITE PLACE
PALM COAST, FL 32164

MAHAN THOMAS & JUDY H&W
20 ZEPHYR LILY TRL
PALM COAST, FL 32164

MARINEZ KATARZYNA
39 ZAUN TRAIL
PALM COAST, FL 32164

MARTINO PATRICIA
& JOSEPH MARTINO W&H
6 ZEOLITE PL
PALM COAST, FL 32164

MARUSAK MICHELE D & JAMES
ROSS JR & LINDA R HUGHES
2440 SOUTHVUE DR
PITTSBURGH, PA 15241

MARUT JOSEPH A & DAWN P
KNOWLDEN
189 MAPLE AVE
WALLINGTON, NJ 07057

MASER KIMBERLY JOY &
JUSTIN MICHAEL H&W
9 ZACHARIAS PLACE
PALM COAST, FL 32164

MAXWELL BARBARA
73 ZAUN TRAIL
PALM COAST, FL 32137

MAZUR JANUSZ
5318B CANOGA AVE
WOODLAND HLS, CA 91364

MCKEOWN ERIN M
3 ZAMORO PLACE
PALM COAST, FL 32164

MCKEOWN ERIN
3 ZAMORO PLACE
PALM COAST, FL 32164

MIZRAHI YONEH
1472 52RD STREET APT 6C
BROOKLYN, NY 11219

MORCOS SELIM A & MARY
28204 KENTON LANE
SANTA CLARITA, CA 91350

MORIE WILLIAM & RENEE H&W
1 ZEPPELIN COURT
PALM COAST, FL 32164

MROCHKO TARAS
& TETIANA H&W
63 WOOD HAVEN DRIVE
PALM COAST, FL 32164

OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, P
P.O. BOX 612
DELAND, FL 32721

OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, P
P.O. BOX 612
DELAND, FL 32721

OBAL STEPHEN & PHILIP
TRUSTEES
10801 S 209TH E AVENUE
BROKEN ARROW, OK 74014

OFFORD JOHN
& CONNIE H&W
6121 WEST 117TH AVENUE
CROWN POINT, IN 46307

OTLR BMO 2 LLC
11900 N BAYSHORE DRIVE
MIAMI, FL 33181

OTLR BMO 3 LLC
11900 N BAYSHORE DRIVE
MIAMI, FL 33181

PAREDES-PUCCI JORGE H &
GRACIELA N PAREDES H&W
40 ZAUN TRAIL
PALM COAST, FL 32164

PAVLOVSKA SVETLANA
2 ZAFTIG COURT
PALM COAST, FL 32164

PEER MICHAEL VAUGHN
72 ZAUN TRAIL
PALM COAST, FL 32164

PENA KIARA FRAGUADA & GABRIEL RA
64 ZAUN TRAIL
PALM COAST, FL 32164

RAUCH JOSEPH T & BARBARA E
7300 MARISA DRIVE
GREENSBORO, NC 27455

RAUSCHER DARYL & LANA H&W
PO BOX 607
BUNNELL, FL 32110

REYES BYRON F & GINA A H&W
1137 AMBER VISTA LANE
KNOXVILLE, TN 37914

RIVERA OSVALDO & STEPHEN P
FULLMAN JTWROS
4 ZEPPELIN COURT
PALM COAST, FL 32164

ROBERTS PERRY LEE &
KATHLEEN D H&W
3 ZAMIA PLACE
PALM COAST, FL 32164

RODA STELLA I & NANCY M RODA
TRUSTEES
P O BOX 218
WILLOUGHBY, OH 44096

RODRIGUEZ LILIANA DEL CARMEN
& MELODY NAZAL SIVRI JTWROS
11 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

ROSIEK DAVID A & ELIZABETH A H&W
48 ZAUN TRAIL
PALM COAST, FL 32164

ROSSI DENNIS J & KATHLEEN I
ROSSI TRUST
4175 SANORA LN
ORMOND BEACH, FL 32174

ROTHEY STEPHANIE SNOW &
ALLEN GEORGE JR H&W
5 ZAHAROFF PLACE
PALM COAST, FL 32164

SANCHEZ JOSE A & LUISA A &
ALIDA G SANCHEZ
18711 NW 79 COURT
MIAMI, FL 33015

SANGSTER GEORGE
1 ZEOLITE PLACE
PALM COAST, FL 32164

SCHMIDT SIEGMUND &
CHRISTINA H&W
27 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

SMITH MICHAEL J & PATRICIA H&W
59 ZAUN TRAIL
PALM COAST, FL 32164

SOLOMON WILFREDO
& BARBRA SOLOMON OCONNOR
1 PIERSON GREEN
CROMWELL, CT 06416

SPENCER JASON
43 ZAUN TRAIL
PAIM COAST, FL 32164

STOF HOLDINGS LLC
6300 STIRLING ROAD
HOLLYWOOD, FL 33024

TAZZETTO DAWN M
30 ZEPHRY LILY TRAIL
PALM COAST, FL 32164

THE JODIE WESLEY BEVEL REVOCABL
EDNA ROSETTA SAUNDERS-BEVEL RE
2 ZAUN COURT
PALM COAST, FL 32164

TOWNSEND LESLIE
15 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

TUCKER RYAN MICHAEL &
CHRISTINA JACKIE H&W
61 ZAUN TRL
PALM COAST, FL 32164

TULLAI DANIEL W & DOLORES M H&W
76 ZAUN TRAIL
PALM COAST, FL 32164

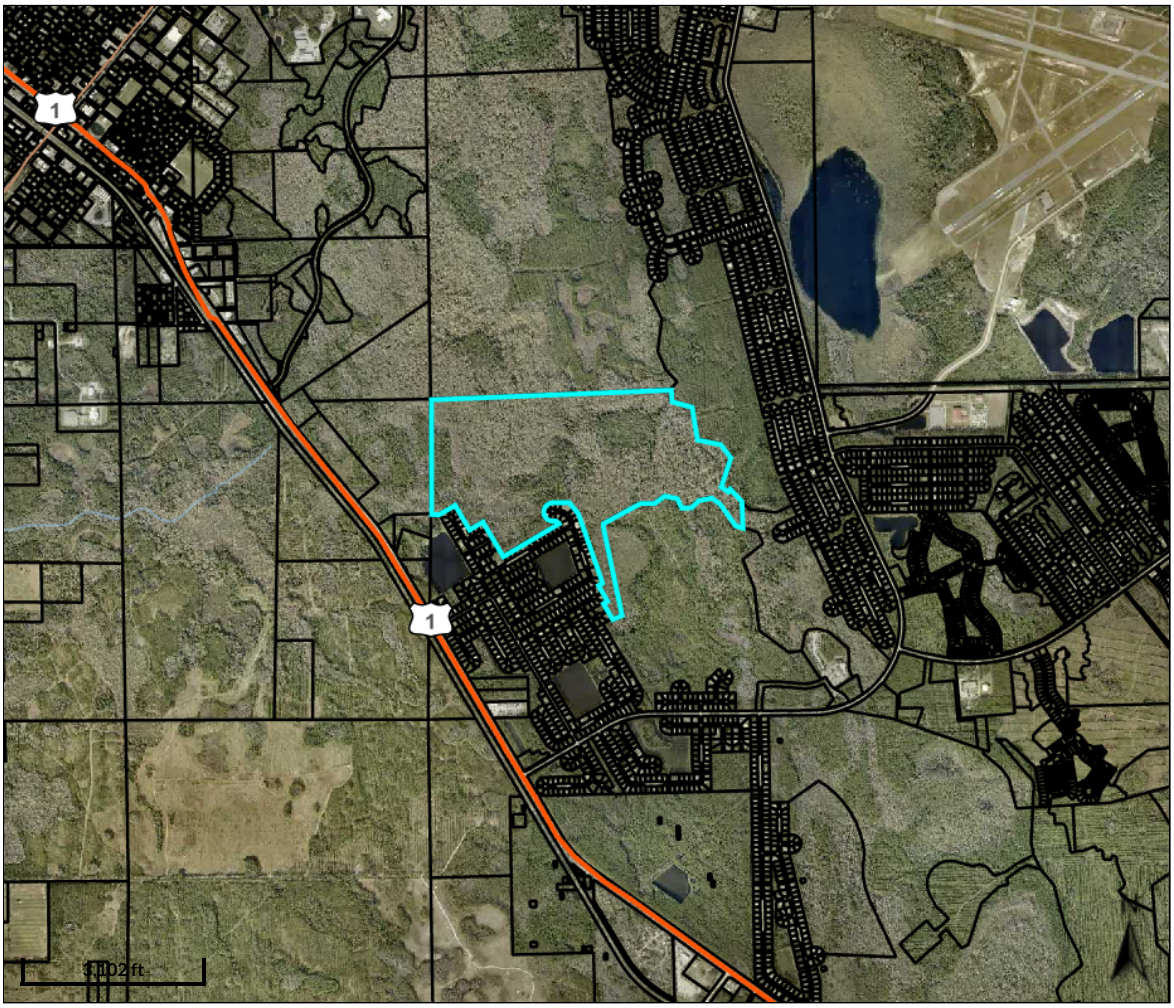
VANDYKE RAYMOND R &
DOROTHY J H&W
7 ZAHAROFF PLACE
PALM COAST, FL 32164

WEST FRANK
14 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

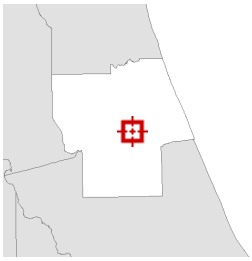
YELLEN JOYCE
4 ZACHARY PLACE
PALM COAST, FL 32164

ZION RICHARD & DORA H&W
3 ZAHAROFF PLACE
PALM COAST, FL 32164

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	24-12-30-0650-000A0-0010	**Owner**	OARE ASSOCIATES LLC C/O SHUFFIELD, LOWMAN & WILSON, P.A. P.O. BOX 612 DELAND, FL 32721	**Land Value**	$56,145	**Last 2 Sales**			
Prop ID	12124			**Ag Land Value**	$0	**Date**	**Price**	**Reason**	**Qual**
Class Code	CONSERVATION					6/1/2003	$945000	V	Q
Taxing District	61			**Building Value**	$0	4/1/1996	$23387900	I	Q
GIS sqft	9,754,710.412	**Physical Address**	n/a	**Misc Value**	$0				
				Just Value	$56,145				
				Assessed Value	$56,145				
				Exempt Value	$0				
				Taxable Value	$56,145				

Date created: 1/12/2026
Last Data Uploaded: 1/11/2026 8:03:18 PM

Developed by SCHNEIDER GEOSPATIAL

3DRE LLC
2800 N 6TH STREET 790
ST AUGUSTINE, FL 32084

40 KASHMIR TRAIL LAND TRUST &
HAMMOCK MANAGEMENT LLC TRUSTE
3225 MCLEOD DRIVE SUITE 777
LAS VEGAS, NV 89121

65 KALAMAZOO LAND TRUST
416 S CENTRAL AVE
FLAGLER BEACH, FL 32136

69 KASHMIR TRAIL LLC
34194 AURORA RD #128
SOLON, OH 44139

A AND R-MERIDIAN REAL ESTATE ASSE
688 N ORLANDO AVENUE SUITE 207
ORLANDO, FL 32801

ABARCAR ROBERTO R
90 PARK TERRACE EAST APT 1H
NEW YORK, NY 10034

ABATINO MARIA E
236 MALLARD COURT
YORKTOWN HEIGHTS, NY 10598

AFFORDABLE HOMES OF TREASURE
COAST LLC TRUSTEE
2431 ATLANTIC BLVD
FORT PIERCE, FL 34949

ALCINDOR CYRIACUS &
TINA L H&W
14 KASBAH PLACE
PALM COAST, FL 32137

ANZALONE ROSARIO & MARIA
8461 N FURNO TERR
CRYSTAL RIVER, FL 32629

ARUTYUNYANTS ALEXANDER &
KARINA H&W
19 KAFFIR LILY PLACE
PALM COAST, FL 32164

AYERS RICHARD THORNE
& PATRICIA MATTINGLY H&W
61 KASHMIR TRAIL
PALM COAST, FL 32164

BERTISH THEORA E
LIFE ESTATE
54 KALAMAZOO TRL
PALM COAST, FL 32164

BOUDREAU JAMIE & JASON H&W
4 KALMAR PLACE
PALM COAST, FL 32164

BOUDREAU JASON & JAMIE H&W
4 KALMAR PLACE
PALM COAST, FL 32164

BRADY VIKTORIYA
1100 CANOPY WALK LANE APT 1122
PALM COAST, FL 32137

BRITT JOSEPH D SR &
KAREN E H&W LIFE ESTATE
48 KASHMIR TRAIL
PALM COAST, FL 32164

BRITT JOSEPH JR & KAREN H&W
LIFE ESTATE
48 KASHMIR TRAIL
PALM COAST, FL 32164

BUCHSBAUM MICHAEL
& PATRICIA BUCHSBAUM JTWROS
13 KASHMIR TRL
PALM COAST, FL 32164

CAMPBELL GREGORY C &
ERIKA J H&W
9 KALE COURT
PALM COAST, FL 32164

CARDONA ADRIAN AMET & DALILA A H&
3 KAFTAN COURT
PALM COAST, FL 32164

CHANEY GENE EDWARD
11 KALANCHOE CT
PALM COAST, FL 32164

CHU ROBERT LEY &
MARIA JULIA H&W
4224 WOODFARE LANE NORTHWEST
KENNESAW, GA 30152

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CLARK MATTHEW &
STACY PORTINARI JTWROS
67 KALAMAZOO TRAIL
PALM COAST, FL 32164

CLARK RICHARD S & ELIZABETH M H&W
8 KASHGAR COURT
PALM COAST, FL 32164

COULTER TIMOTHY J & LINDA P H&W
54 KASHMIR TRIAL
PALM COAST, FL 32164

COURY RICHARD ALEXANDER &
TERI SUSAN HOLLEY JTWROS
61 KALAMAZOO TRAIL
PALM COAST, FL 32164

CUNNINGHAM MICHAEL
8848 78TH STREET
WOODHAVEN, NY 11421

CUOMO ANTHONY & DOREEN H&W
17 KAFFIR LILY PLACE
PALM COAST, FL 32164

DEGUZMAN BERTY S &
ALICE A H&W
21 KAFFIR LILY PLACE
PALM COAST, FL 32164

DEMATTO FRANCIS L & MARIA H&W
24 KAFFIR LILY PLACE
PALM COAST, FL 32164

DESENA BERNARD
& CHRISTI LYNN DEWITT DESENA H&W
58 KALAMAZOO TRL
PALM COAST, FL 32164

DINGMAN MICHAEL S & DAINORA P AM
7 KAFFIR LILY PLACE
PALM COAST, FL 32164

DINI ALEX & THERESA H&W
TRUSTEES
12 STEINBACH PLACE
WESTWOOD, NJ 07675

DIPPOLITO SHAWN &
TORI ANTHONY JTWROS
52 KALAMAZOO TRAIL
PALM COAST, FL 32164

DONALD PEARL COWART
55 KALAMAZOO TRAIL
PALM COAST, FL 32164

DONGOSKE WARREN W &
SONYA T H&W
25 KAFFIR LILY COURT
PALM COAST, FL 32164

DYCUS DWAYNE C & NATALYA
GENNADYEVNA DYCUS H&W
59 KALAMAZOO TRAIL
PALM COAST, FL 32164

DYKEMAN ADRIAN B & LAURA
STEPHENSON JTWROS
2 KAFTAN COURT
PALM COAST, FL 32164

EHLEN DANIEL
& STEPHANIE H&W
35 KASHMIR TRAIL
PALM COAST, FL 32164

ESCALANTE JOSEPH L
31 CHEROKEE DRIVE
SPRINGFIELD, MA 01109

EVANS WILDA Y
& JOHN SCOTT H&W
55 KASHMIR TRAIL
PALM COAST, FL 32164

FERGUSON-SIMMONS SHERYL &
DAVID ANDRE W&H
4 KASHGAR COURT
PALM COAST, FL 32164

FERMIN RAUL E &
CONCEPCION C H&W
1128 WEST DRUMMOND PL
CHICAGO, IL 60614

FLAGLER HOLDINGS III LLC
PO BOX 2228
FLAGLER BEACH, FL 32136

FOSTER ANTHONY JR &
MELISSA AMC
3 KALE COURT
PALM COAST, FL 32164

FULLMAN STEPHEN P
4 ZEPPELIN COURT
PALM COAST, FL 32164

GALINDO REX K & DANA L
GALINDO H&W
PO BOX 2290
FLAGLER BEACH, FL 32136

GALVAN JOSUE
& MARISOL H&W
PO BOX 220
BUNNELL, FL 32110

GARCIA CARMEN TRUSTEE
2387 SW 5TH STREET
MIAMI, FL 33135

GIBSON CHRISTINA & JAQUELINE
KISSMAN JTWROS
50 KASHMIR TRAIL
PALM COAST, FL 32164

GOMEZ ADONIS KHALIL & JAZMIN ISAB
6 KAFFEE CT
PALM COAST, FL 32164

GOSS WILLIAM ANTHONY
& KIM MARIE H&W
31 KASHMIR TRL
PALM COAST, FL 32164

GREENSLADE BROS LLC
205 WEST LAMBERT STREET
BUNNELL, FL 32110

GRIEST DAVID ALLAN & MICHELLE HAR
83 HUMMINGBIRD COURT
PALM COAST, FL 32164

HOOKER MELVIN & PATRICIA H&W
3 LLETHORNE PLACE
PALM COAST, FL 32137

HOOKER MELVIN & PATRICIA H&W
3 LLETHORNE PLACE
PALM COAST, FL 32164

HORTON ROBERT E & BRENDA A H&W
5 KAFFIR LILY PLACE
PALM COAST, FL 32164

HUEMME PETER F JR & DOROTHY
28 ABBOTT LANE
HICKSVILLE, NY 11801

IANIRO ALBERT III
& NINA H&W LIFE ESTATE
28 KASHMIR TRAIL
PALM COAST, FL 32164

INVITATION HOMES 7 FLORIDA LP
PO BOX 803467
DALLAS, TX 75380

JACKSON ANDREW III
& JOLEEN RHAE H&W
29 KASHMIR TRAIL
PALM COAST, FL 32164

JACOBSON DOUGLAS R
P O BOX 920
BUNNELL, FL 32110

JIMENEZ GUILLERMO
56 KALAMAZOO TRAIL
PALM COAST, FL 32164

JOHNSTON TODD E
1 ZEIDLER PLACE
PALM COAST, FL 32164

KAHOUD RAYMOND GEORGE
TRUSTEE
9 KALANCHOE COURT
PALM COAST, FL 32164

KANE BARBARA
8 KAFFEE CT
PALM COAST, FL 32164

KASHEPAROV DANIEL VALENTIN
65 KASHMIR TRAIL
PALM COAST, FL 32164

KILLMAN CRAIG R
11 KASBAH PLACE
PALM COAST, FL 32164

KINCAID JERRY & SONYA H&W
6 KASBAH PLACE
PALM COAST, FL 32164

KNYKIN OLEG & IRINA A
KNYKIN H&W
53 KASHMIR TRL
PALM COAST, FL 32164

KONDOR FRANK J & JOANNE M H&W
78 WEST AVENUE
MILFORD, CT 06461

KONDRATIUK RUSLAND
& IVAN KONDRATIUK & DARYNA KONDF
7863 DOE TRAIL WAY
ANTELOPE, CA 95843

KUCHAR THEODORE
36 KASHMIR TRAIL
PALM COAST, FL 32164

LAKE POINTE VILLAS LLC
185 CYPRESS POINT PKWY, STE 7
PALM COAST, FL 32164

LEASURE TERRY L & DOLLIE L
H&W
24 KASHMIR TRL
PALM COAST, FL 32164

LENNON JOHN & SHEILAH CLARK H&W
8 KALE COURT
PALM COAST, FL 32164

LEWIS LEVERN BILL
& PATRICIA LYNN LEWIS TRUSTEES
57 KALAMAZOO TRAIL
PALM COAST, FL 32164

LOVELACE DARYN SCOTT
30 KASHMIR TRAIL
PALM COAST, FL 32164

LOVELACE LEYLA
1796 OCEAN SHORE BLVD
ORMOND BEACH, FL 32176

LUCKETT JOSEPH CURRIE
PO BOX 982
DAYTONA BEACH, FL 32115

MAGUIRE BARBARA K
57 KASHMIR TRAIL
PALM COAST, FL 32164

MARACHA DIOSDADO
43 GERARDINE PLACE
NEW CITY, NY 10956

MARTIN DONOVAN
& LORI MARTIN H&W
72 KASHMIR TRAIL
PALM COAST, FL 32164

MCCOY DOMINIQUE B
18130 KARA CT
TAMPA, FL 33647

MCPHERSON MICHAEL C &
DOROTHY T H&W LIFE ESTATE
P O BOX 1725
BUNNELL, FL 32110

MEDINA RAFAEL A
5 KALANCHOE CT
PALM COAST, FL 32164

MONROE WALTER B IV &
TERESA M H&W
17 KASBAH PL
PALM COAST, FL 32164

MORRISSEY FREDERICK GEORGE JR &
11 KASHMIR TRAIL
PALM COAST, FL 32164

MUIR JOHN R & MARGOT T H&W &
JONATHAN P MUIR & NICHOLAS G JTW
11 KASTAL DRIVE
RIDGE, NY 11961

NGUYEN THAO LY THI
9 KASHGAR COURT
PALM COAST, FL 32164

OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, P
P.O. BOX 612
DELAND, FL 32721

OBERDIER JAMES MYRON & YEZAIRA Y
7 KASBAH PLACE
PALM COAST, FL 32164

OCHOA CLAUDIA
37 WESTERN CONCOURSE
AMITY HARBOR, NY 11701

PADILLA FELIX & IRNA H&W
5 KAFFEE COURT
PALM COAST, FL 32164

PAPPAS MARTHA & OURANIA
1160 84TH STREET
BROOKLYN, NY 11228

PARKER KEITH
& DEBRA R H&W
9 KAFFIR LILY PLACE
PALM COAST, FL 32164

PEMBER ROBERT E &
M JENNIFER H&W
23 KAFFIR LILY PLACE
PALM COAST, FL 32164

PEREIRA ANDRE
& DELLAMARIE H&W
80 FORRESTER PLACE
PALM COAST, FL 32137

PERRY SESWICK DONALD
4639 ARTESIAN ROAD
LAND O LAKES, FL 34638

PINAEVA YOURI & IRINA H&W &
KRISTINA & EKATERNIA KOTENKO JTW
74 KASHMIR TRL
PALM COAST, FL 32164

PINO RAUL M & TERESA J
PINO H&W
5 KALE COURT
PALM COAST, FL 32164

POILLUCCI CESIDIO &
MARGARET
10 KASBAH PLACE
PALM COAST, FL 32137

RANKIN LYNN EDMONDS
12 KASBAH PL
PALM COAST, FL 32164

RAWLINS KEVIN DALTON &
JEAN FRIEDL H&W
45 KASHMIR TRAIL
PALM COAST, FL 32164

REIS MANUEL &
MARIA REIS
235 LAKE STREET
VERNON, CT 06066

RICHARDSON WILMA
LIFE ESTATE
63 KALAMAZOO TRAIL
PALM COAST, FL 32164

RIEHL ROBERT
TRUSTEE
16 MADISON AVE
PORT CHESTER, NY 10573

RINKER ROBERT R &
LINDA L H&W
8 KAFFIR LILY PLACE
PALM COAST, FL 32164

RIORDAN CYNTHIA
9 EDWIN LN
PALM COAST, FL 32164

RIVERA JESSICA
2 KASHGAR CT
PALM COAST, FL 32164

RODRIQUEZ IRMA L
12 KASHGAR CT
PALM COAST, FL 32164

RUIZ FRANCISCO & DENISE
RUIZ H&W
68 KALAMAZOO TRAIL
PALM COAST, FL 32164

RUPE NICHOLAS SCOTT & PATRICIA
ANN RUPE H&W
7 KAFFEE COURT
PALM COAST, FL 32164

SANTA MARIA DAVID A & DENISE L
SANTA MARIA H&W
48 KALAMAZOO TRAIL
PALM COAST, FL 32164

SCHENCK DOUGLAS L
& SHANNON H&W
4 KASBAH PL
PALM COAST, FL 32164

SCHROEDER DANIEL M & LINKA M
TRUSTEES
760 VALA DRIVE
SANTA BARBARA, CA 93111

SEAGATE HOMES LLC
185 CYPRESS POINT PARKWAY SUITE 7
PALM COAST, FL 32164

SEARFOSS RONALD ELERY & DAE
BOO SEARFOSS H&W
13 KAFFIR LILY PLACE
PALM COAST, FL 32164

SHPAK BRIAN J
25 KASHMIR TR
PALM COAST, FL 32164

SHPAK BRIAN J
25 KASHMIR TRAIL
PALM COAST, FL 32164

SINCLAIR STEPHANIE
73 KASHMIR TRAIL
PALM COAST, FL 32164

SNACK GLORIA A
1 KAFFIR LILLY PLACE
PALM COAST, FL 32164

SOKOLOV VLADIMIR &
DINA SOKOLOVA H&W
560 RIVERSIDE DRIVE #6H
NEW YORK, NY 10027

SOTOLONGO JUAN J
15720 SW 100TH AVENUE
MIAMI, FL 33157

STANZIANO MARK C
77 KASHMIR TRAIL
PALM COAST, FL 32164

STEWART KRISTIN & EMERSON H&W
18 KAFFIR LILY PLACE
PALM COAST, FL 32164

STOF HOLDINGS LLC
6300 STIRLING ROAD
HOLLYWOOD, FL 33024

STUDER VIRGINIA M
& JOHN P NIEVES JTWROS
170 AVE C APT 9F
NEWYORK CITY, NY 10009

SZAFRAN MELANIE & THOMAS G
SZAFRAN W&H
5 KAFTAN CT
PALM COAST, FL 32164

SZAFRAN THOMAS G & MELANIE E
H&W
5 KAFTAN COURT
PALM COAST, FL 32164

SZATKOWSKI ROBERTA A
LIFE ESTATE
41 KASHMIR TRAIL
PALM COAST, FL 32164

TENNANT DOUGLAS EDWARD
7 KALANCHOE COURT
PALM COAST, FL 32164

TENORI JONATHAN
58 KASHMIR TRAIL
PALM COAST, FL 32164

VALENTIN KIMBERLY & ALEXIS
HERNANDEZ W&H
5 KASHGAR COURT
PALM COAST, FL 32164

VASTAGH RICHARD E
3755 INNER CIRCLE DRIVE
AKRON, OH 44333

WARD JAMES K & THERESE M H&W
4 KALE COURT
PALM COAST, FL 32164

WARNER LAURA
49 KASHMIR TRAIL
PALM COAST, FL 32164

WEIR JAMES R &
TONYA WEIR H&W
P.O. BOX 504
BUNNELL, FL 32110

WENDORF DAVID & LISA K H&W
27 KAFFIR PLACE
PALM COAST, FL 32164

WISE VINCENT W JR & KATHI K H&W
51 KASHMIR TRAIL
PALM COAST, FL 32164

WORK ETHIC LLC
4450 S TIFFANY DR SUITE 101
WEST PALM BEACH, FL 33407

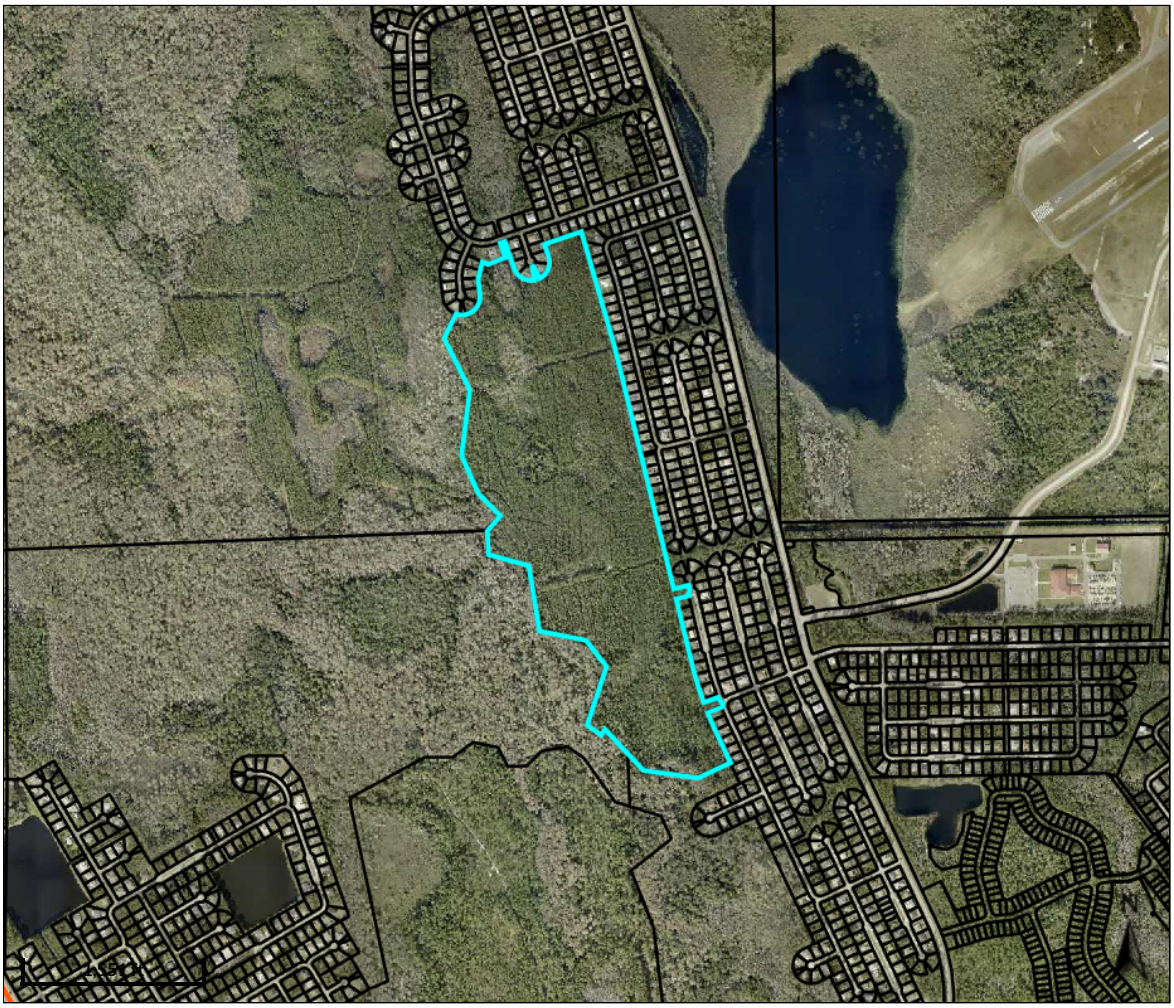
YASHAYEV ARTUR &
GALINA YASHAYEVA JTWROS
1528 KURELEK DRIVE
LITTLE ELM, TX 75068

YOUNG WILLIAM ROBERT III
& LISA KATHLEEN YOUNG H&W
10 KASHGAR COURT
PALM COAST, FL 32164

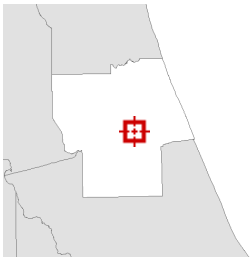
ZAVALKOVSKY EDWARD
& SVETLANA H&W
130 GOLDEN TRAIL MAPLE ONTARIO, C
L6A5A1,

ZBIHLE VALERIAN &
NINEL KIRIYEVA H&W
22 KAFFIR LILY PLACE
PALM COAST, FL 32164

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	24-12-31-4150-00T50-0000	**Owner**	OARE ASSOCIATES LLC C/O SHUFFIELD, LOWMAN & WILSON, P.A. P.O. BOX 612 DELAND, FL 32721
Prop ID	80119		
Class Code	TIMBERLAND 80-89		
Taxing District	61		
GIS sqft	4,910,091.889	**Physical Address**	1 ZONAL CT

Land Value	$99,000
Ag Land Value	$21,737
Building Value	$0
Misc Value	$0
Just Value	$4,107,029
Assessed Value	$66,752
Exempt Value	$0
Taxable Value	$66,752

Last 2 Sales

Date	Price	Reason	Qual
n/a	0	n/a	n/a
n/a	0	n/a	n/a

Date created: 1/12/2026
Last Data Uploaded: 1/11/2026 8:03:18 PM

Developed by SCHNEIDER GEOSPATIAL

27 ZAUN TRAIL TRUST
PO BOX 360
FLAGLER BEACH, FL 32136

4 ZINC PL LAND TRUST &
HAMMOCK MANAGEMENT LLC TRUSTE
3225 MCLEOD DRIVE SUITE 777
LAS VEGAS, NV 89121

4 ZITHER COURT TRUST
PO BOX 350225
PALM COAST, FL 32135

ALEGRE ESTEBAN RAFAEL
& MARIE ELIZABETH FARIAS ISASI H&W
2534 E LEHIGH AVE
PHILADELPHIA, PA 19125

ALLEN NEAL CHANCELLOR
& AUBREE JEAN STAFFORD
11 ZONAL GERANIUM CT
PALM COAST, FL 32164

ALMEIDA MIGUEL & BETH ERIN
ALMEIDA H&W
10 ZORACH PLACE
PALM COAST, FL 32164

ALT HOMES LLC
39 AUDUBON LANE
FLAGLER BEACH, FL 32136

ALVAREZ DALIA S LIFE ESTATE
43 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

ANDRE ALLEN &
SANDRA ANDRE
7 ZACHARIAS PLACE
PALM COAST, FL 32164

ANDREWS VALERIE TRUSTEE
15 CORDOBA COURT
PALM COAST, FL 32137

ANTONETTI NANCY & JOSE MANUEL SF
4 ZACHARIAS PLACE
PALM COAST, FL 32164

ANTONINI MELINDA &
LUIS H&W
11 ZINNIA TRAIL
PALM COAST, FL 32164

ARLOTTA ANDREW J
& JESSICA S H&W
55 ZINNIA TRAIL
PALM COAST, FL 32164

BALBOA KATHERINE ANNE
3 ZAMMER COURT
PALM COAST, FL 32164

BALTZLEY TIM R & KARI ANN E
H&W
40 ZINNIA TRAIL
PALM COAST, FL 32164

BARNESKI STEVE E & LISA M H&W
6262 SABLE PALM STREET
BUNNELL, FL 32110

BAUMAM JOHN M
57 ZINNIA TRAIL
PALM COAST, FL 32164

BEALE ANNA E & JOHN J &
SUE C BEALE H&W JTWROS
6 ZINC PLACE
PALM COAST, FL 32164

BEAUDET JOHN P &
PATRICIA A
6 ZACHARIAS PLACE
PALM COAST, FL 32164

BENTON DAVID
& JESSICA H&W
39 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

BINDER MICHAEL J & JOAN M
H&W
16 ZINC PLACE
PALM COAST, FL 32164

BLITZ EDWARD & JANNETTE D H&W
LIFE ESTATE
35 ZAUN TRAIL
PALM COAST, FL 32164

BLITZ EDWARD &
JANNETTE D H&W LIFE ESTATE
35 ZUAN TRAIL
PALM COAST, FL 32164

BOATNER LUCAS DONALD
51 ZINNIA TRAIL
PALM COAST, FL 32164

BOGGS DONNA LIFE ESTATE
14 ZACHARIAS PLACE
PALM COAST, FL 32164

BOLSER SANDRA GAIL & RONALD
W&H
36 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

BREA JUAN J
& CHRISTINA D H&W
36 ZAUN TRAIL
PALM COAST, FL 32164

BROCKWAY TRISHA FLOYD
39 ZINNIA TRAIL
PALM COAST, FL 32164

BURGGRAF WILLIAM H & BETTY H&W
9 ZINC PL
PALM COAST, FL 32164

CACCAVALE JOSEPH
3 ZINC PLACE
PALM COAST, FL 32164

CALDONE MARGARITA
5 ZACHARIAS PL
PALM COAST, FL 32164

CAMPBELL CASEY W
& MELISSA J H&W
13 WHITTIER LANE
PALM COAST, FL 32164

CAMPBELL ROBERT R &
JANICE H&W
PO BOX 2443
BUNNELL, FL 32110

CATALANO MICHELE M LIFE ESTATE
42 ZAUN TRAIL
PALM COAST, FL 32164

CATE BARBARA D
1 ZIEGLER PLACE
PALM COAST, FL 32164

CAVA JOSEPH A
& LAUREN M CAVA
2 ZONAL COURT
PALM COAST, FL 32164

CECIL LARRY E & GINA D H&W
880 CR 302
BUNNELL, FL 32110

CERON OMAR GILDARDO
& EUFRACIA MEJIA JTWROS
1 ZORRO CT
PALM COAST, FL 32164

CHEREMNYKH VIKTORIYA &
YURIY V CHEREMNYKH JTWROS
18 ZORACH PLACE
PALM COAST, FL 32164

CICALO CRAIG JOHN
6 ZAMMER CT
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CLAYBURN ERIC
10 ZONAL COURT
PALM COAST, FL 32164

CONNER ROBERT M
3 ZODIAC PLACE
PALM COAST, FL 32164

COOPER THOMAS M & DAWN A
COOPER H&W
5 ZANZIBAR COURT
PALM COAST, FL 32164

COPSY JOHN
4 ZONAL COURT
PALM COAST, FL 32164

CRISMAN JAMES E &
SHERRI A H&W LIFE ESTATE
41 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CRISP GERARD A
37 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CRONE CALVIN & JESSICA H&W
23 ZINNIA TRAIL
PALM COAST, FL 32164

CUMBER LAUREN B & BRADLEY O
CUMBER H&W
16 ZORACH PLACE
PALM COAST, FL 32164

CUNNINGHAM JEAN & ORVILLE LIFE ES
4 ZORACH PLACE
PALM COAST, FL 32164

CUNNINGHAM MICHAEL ANTONIO
38 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CUNNINGHAM ORVILLE & JEAN LIFE ES
4 ZORACH PLACE
PALM COAST, FL 32164

CUNNINGHAM PERUAL G &
SHIRLEY H&W
6 ZORACH PLACE
PALM COAST, FL 32164

DA SILVA JENISSA DENEE LEITE
& VINCIUS LEITE DA SILVA H&W
7 ZANZIBAR COURT
PALM COAST, FL 32164

DAVIDSON ALFRED A &
HAZELEY A H&W
70 BURNELL DRIVE
PALM COAST, FL 32137

DEAN JACK D &
ANA M AMC
40 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

DEBOER BEATRIX MARIA & JAMES B SI
6 ZODIAC PLACE
PALM COAST, FL 32164

DELGADO JOSE LOUIS & ELDA MARIA H
10 ZINC PLACE
PALM COAST, FL 32164

DEMERS ALLEN S & MICHELLE H&W
8 ZACHARIAS PLACE
PALM COAST, FL 32164

DERBUS ALEKSANDER
PALDISKI MNT
149-56 TALLINN ESTONIA 13517
,

DHANANI RAJESH
608 JACKSON HILL STREET
HOUSTON, TX 77007

DIETRICH SHAWN
& DIANA DAY H&W
9 ZODIAC PLACE
PALM COAST, FL 32164

DILLARD RONALD E &
BEVERLY M PEREZ
59 ZINNIA TRAIL
PALM COAST, FL 32164

DONAGHY KATHLEEN
35 ZINNIA TRAIL
PALM COAST, FL 32137

DORSTEN RYAN & KARA DORSTEN
H&W
15 ZONAL COURT
PALM COAST, FL 32164

DOVAL JESUS PEREZ & MAYRA
BEATRIZ MATA PEREZ H&W
26 ZINNIA TRAIL
PALM COAST, FL 32164

DOWNER GWENDOLYN TRUSTEES
17 ZAUN TRAIL
PALM COAST, FL 32164

DRIEMEIER ALLEN
BRETT KATHRYN DRIEMEIER JTWROS
34 ZINNIA TRAIL
PALM COAST, FL 32164

DUNCAN TODD STEWART & JEANNE AN
12 ZINNIA TRAIL
PALM COAST, FL 32164

EBERLIN HEATHER
18 ZONAL CT
PALM COAST, FL 32164

EDGINGTON IRIS E
13 ZIEGLER PLACE
PALM COAST, FL 32164

ELLIOT WAYNE W & MARY E H&W
41 ZINNIA TRL
PALM COAST, FL 32164

FALIS OTO & MONIKA FALISOVA
H&W
47 ZINNIA TRAIL
PALM COAST, FL 32164

FIELDS GREGORY JAMES
& SARAH F H&W
5 ZACHARY PL
PALM COAST, FL 32164

FLEER GALINA
18 ZINC PLACE
PALM COAST, FL 32164

FLINCHUM SUSAN D
34 ZAUN TRAIL
PALM COAST, FL 32164

FLORES CARMEN
30 RENSHAW DRIVE
PALM COAST, FL 32164

FREIGI RABIH Z & ALLISON A
FREIGI H&W
16 ZINNIA TRAIL
PALM COAST, FL 32164

GANO LUBOMIR & KLAUDIA
GANOVA H&W
25 SCRANTON PKWY
OXFORD, NJ 07863

GARCIA JOAQUIN JR
& JOAQUIN GARCIA SR JTWROS
8 ZODIAC PL
PALM COAST, FL 32164

GARDNER JOHN RIDGELY JR LIFE ESTA
C/O VIRGINIA CRAVEN
5502 GORDONSVILLE RD
KESWICK, VA 22947

GENDLER GREGORY A & ZINAIDA
GENDLER H&W
564 HEATHERTREE LANE
SAN JOSE, CA 95129

GESSWEIN F CLARK & JANICE H
15120 HONSENA DRIVE
CENTREVILLE, VA 22020

GOLLON COREY J &
LAURA G H&W
11 ZINNIA COURT
PALM COAST, FL 32164

GOMES GERALD E
9 ZINNIA COURT
PALM COAST, FL 32164

GOODMAN BRITTNEY JANEE &
STEVEN L BROWN JTWROS
61 ZINNIA TRAIL
PALM COAST, FL 32164

GORALSKI ANDREW JOSEPH
& IRENE H&W
44 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

GORDON ROY
14 ZODIAC PLACE
PALM COAST, FL 32164

GRATI IGOR & VIOREL SANDUTA &
INA SIRETEANU H&W
29 LAGARE STREET
PALM COAST, FL 32137

GRETCHEN GLENN D &
KRISTI H&W
6 ZACHARY PLACE
PALM COAST, FL 32164

GRIFFITH CHAD & HARMONY M
LOTT H&W
18 ZINNIA TRAIL
PALM COAST, FL 32164

GRILLI JACK & ILISSA SHAPIRO H&W
316 2ND ST
GREENPORT, NY 11944

GUNDY WILLIAM W &
TAMMY L LONGO JTWROS
14 ZINNIA TRAIL
PALM COAST, FL 32164

GUSKIEWICZ RACHELLE A &
KEMP B KIRK W&H
49 ZINNIA TRAIL
PALM COAST, FL 32164

GUZMAN OSVALDO
1 CARDWELL COURT
PALM COAST, FL 32137

HAMPTON JORDAN ALEXANDRA &
DAVID BRANDON HAMPTON W&H
500 SHADY OAKS DR APT 106
PALM COAST, FL 32164

HARTZLER MARK D
8 ZITHER COURT
PALM COAST, FL 32164

HASH DALE EDWARD
& ALICE FAY H&W
2 ZANZIBAR CT
PALM COAST, FL 32164

HASHEM EHAB ABDELSALAM &
OMNEYA R IBRAHIM H&W
10 ZIEGLER PLACE
PALM COAST, FL 32164

HAYES ALEXANDER & RACHEL H&W
3 ZONAL CT
PALM COAST, FL 32164

HEATH REBECCA L
6 KATHRYN PLACE
PALM COAST, FL 32164

HEERASINGH SAVITRIE &
FRANKLIN HEERASINGH
101-11 159TH AVE
HOWARD BEACH, FL 11414

HENDERSON CHARLES E & KATHY G
TRUSTEES
10 ZACHARIAS PLACE
PALM COAST, FL 32164

HENRY MATTHEW SEAN
37 ZINNIA TRAIL
PALM COAST, FL 32164

HIDAKA FABIO A & JULIA RANGEL DE M
23 ZONAL CT
PALM COAST, FL 32164

HODGES CHARLES
& ALICIA BURY JTWROS
2 ZAMMER COURT
PALM COAST, FL 32164

HOFER PATRICIA W
LIFE ESTATE
41 ZAUN TRAIL
PALM COAST, FL 32164

HOLIDAY BUILDERS INC
2293 WEST EAU GALLIE BOULEVARD
MELBOURNE, FL 32935

HOME BUYERS OF NORTHEAST FLORII
112 WOOD STORK LANE
PALM COAST, FL 32164

HOOVER RANDY A
& JONI L LOMBARDI JTWROS
13 ZONAL GERANIUM COURT
PALM COAST, FL 32164

HORROCKS TOBY & CATHY H&W
317 22ND ST S
FLAGLER BEACH, FL 32136

HORTON SUZANNE
47 ZONAL GERANIUM TRAIL
PLAM COAST, FL 32164

HUDA SYED M
31 ZINNIA TRAIL
PALM COAST, FL 32164

HUMPHREY WAYNE ALAN
& KELLY PERKINS CLARK JTWROS
18 ZONAL GERANIUM CT
PALM COAST, FL 32164

HUNT-WILSON VICKIE L
3 ZACHARIAS PL
PALM COAST, FL 32164

IBRAHIM OMNEYA R
10 ZIEGLER PLACE
PALM COAST, FL 32164

INVITATION HOMES 7 FLORIDA LP
PO BOX 803467
DALLAS, TX 75380

JACKSON GREG
& ANGELICA H&W
95-1050 PAKAU ST
MILILANI, HI 96789

JAMES CHERYL L
9 ZORACH PLACE
PALM COAST, FL 32164

JAMES MARTHA P LIFE ESTATE
15 ZORRO COURT
PALM COAST, FL 32164

JAMWANT DEVANAND
8459 224TH STREET
RICHMOND HILL, NY 11418

JOAN F TAYLOR REVOCABLE LIVING TF
24 ZONAL GERANIUM COURT
PALM COAST, FL 32164

JOHNSON WAYMON SR & LYNELL F
JORDAN H&W
17 ZINC PLACE
PALM COAST, FL 32164

JOHNSON-BIRKETT ANGELA RENEE &
CAREY JOHNSON-BIRKETT ACM
1 ZAMMER COURT
PALM COAST, FL 32164

JOHNSTON THERESA L
9 ZONAL COURT
PALM COAST, FL 32164

KAHOUD RAYMOND GEORGE
TRUSTEE
9 KALANCHOE CT
PALM COAST, FL 32164

KASPARIAN PAUL
2310 SHELL AVE
INDIALANTIC, FL 32903

KATE PROPERTY GROUP LLC
57 NEW LEATHERWOOD DRIVE
PALM COAST, FL 32137

KLEINER LARISA
11 WOLFE DRIVE
HILLSBOROUGH, NJ 08844

KNOX MICHAEL & KAREN L H&W
15 ZINC PLACE
PALM COAST, FL 32164

KOONS CINDY PATTERSON & ROY S
PATTERSON III & TOM PATTERSON
407 TYLER STREET
SANDUSKY, OH 44870

KOONTZ ANDREW & RACHEL H&W
5 ZAMMER COURT
PALM COAST, FL 32164

KOREN RAYMOND & JULIE H&W
1215 BALLAST POINT DR
MANTEO, NC 27954

KORTH DONNA M & JOSEPH F W&H
18 ZIEGLER PL
PALM COAST, FL 32164

KRAMME SCOTT
& MARGARET H&W
1 ZACHARY PL
PALM COAST, FL 32164

KRUELSKIE JOSHUA L
6 ZINNIA COURT
PALM COAST, FL 32164

KUCKUCK JAROD
28 ZINNIA TRAIL
PALM COAST, FL 32164

KULBAKA ALLA
25 ZAUN TRAIL
PALM COAST, FL 32164

KULESKI GLORIA TRUSTEE
48 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

LADYZHINSKY LEV & ELLA H&W
LIFE ESTATE & GENNADY LADYZHINSK
4 ZANZIBAR CT
PALM COAST, FL 32164

LAGARE LAND TRUST
29 LAGARE STREET
PALM COAST, FL 32137

LAIRD DANIEL & SHANDRA H&W
12 ZONAL COURT
PALM COAST, FL 32164

LATOUCHE ROBERT
19 ZONAL GERANIUM COURT
PALM COAST, FL 32164

LAWRENCE RANDALL LEE
& BARBARA BROCK H&W
6 ZONAL COURT
PALM COAST, FL 32164

LE GOUARD MATTHIEU EDOUARD REN
& JENA CHERI SINGH H&W
4 ZONAL GERANIUM CT
PALM COAST, FL 32164

LEGARDA GEORGE PAUNAN &
JANETHLYN GERALDE H&W
17 ZINNIA CT
PALM COAST, FL 32164

LINDAHL JACOB DANIEL &
BRIANNA MARIE H&W
16 ZODIAC PLACE
PALM COAST, FL 32164

LINZAN FRANK P
& MARIA M SOTO JTWROS
19 ZAUN TRAIL
PALM COAST, FL 32164

LOCKWOOD DON E & ARDELE C
H&W
10 ZITHER COURT
PALM COAST, FL 32164

LOWE RICHARD KREWSON & WANDA
ELIZABETH H&W
19 ZITHER COURT
PALM COAST, FL 32164

LUCCA ANTHONY JOSEPH & STEVEN
WESLEY HAZZARD JTWROS
45 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

MACARAEG GREGORIO DC LIFE ESTAT
MACARAEG
1715 NEEDLES LANE E
LARGO, FL 34641

MANDT PATRICIA M
44 ZINNIA TRAIL
PALM COAST, FL 32164

MAREYEV VAL & ALLISON MAREYEV &
YEVGENIYA MAREYEVA TRUSTEES JOI
12 ZAUN TRAIL
PALM COASTA, FL 32164

MARINEZ KATARZYNA
39 ZAUN TRAIL
PALM COAST, FL 32164

MARQUES FERNANDO SILVA
89 GOLDEN HILLS RD
DANBURY, CT 06811

MARTINEZ ARNOLDO JOSE &
RUTH P ONOFRE AMC
14 ZINNIA COURT
PALM COAST, FL 32164

MARZILLI RICHARD P
2 ZODIAC PL
PALM COAST, FL 32164

MASER KIMBERLY JOY &
JUSTIN MICHAEL H&W
9 ZACHARIAS PLACE
PALM COAST, FL 32164

MATHERS WILLIAM R
& SHARON L VALLASTER JTWROS
42 ZINNIA TRAIL
PALM COAST, FL 32164

MATOS JACINTO JOSE & DOMINGAS LU
46 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

MATYI DANIEL JOHN &
TINA MARIE H&W CO-TRUSTEES
8 ZACHARY PLACE
PALM COAST, FL 32164

MCCABE SEAN WILLIAM &
MADISON SCHALIE H&W
7 ZONAL GERANIUM COURT
PALM COAST, FL 32164

MCDONALD RICHARD TODD &
MICHELE RENEE MCDONALD H&W
14 ZINC PL
PALM COAST, FL 32164

MCMILLAN DAVID G & EILEEN M
MCMILLAN H&W
19 ZINNIA TRAIL
PALM COAST, FL 32164

MEAD JULIA N
23 ZAUN TRAIL
PALM COAST, FL 32164

MEDLEY DAVID ALPHONSO
10 ZONAL GERAMIUM COURT
PALM COAST, FL 32164

MENDEZ EFRAIN
& DORA ALICIA H&W
2 ZINNIA COURT
PALM COAST, FL 32164

MERCADO ROBERT
178 PRITCHARD DR
PALM COAST, FL 32164

MICELI NICHOLAS S & AMELIA G
H&W
43 EAST 45TH STREET
BAYONNE, NJ 07002

MID FLORIDA HOUSING
PARTNERSHIP INC
1834 MASON AVE
DAYTONA BEACH, FL 32117

MILADINOVICH MARKO & JILL HEATHEF
26 BUNKER HILL DRIVE
PALM COAST, FL 32137

MILES VICTOR L SR
& DYNEL E H&W
3 ZINNIA CT
PALM COAST, FL 32164

MOORE TIRRELL MICHAEL &
LASHAKIA DESQUESHEEL MOORE H&W
38 ZINNIA TRAIL
PALM COAST, FL 32164

MORAND PAUL R & ELISA
DUCHATCZEK H&W
17 ZINNIA TRAIL
PALM COAST, FL 32164

MORRISON MONICA E
33 ZINNIA TRL
PALM COAST, FL 32164

MOXSON SOPHIA
2525 DEER HOLLOW
HUDSON, OH 44236

NELSON MATTHEW & ERIN GRIFFIN H&
1 ZINC PL
PALM COAST, FL 32164

NESTE MARILYN G LIFE ESTATE
21 ZONAL GERANIUM COURT
PALM COAST, FL 32164

NORBERG RICHARD & LINDA H&W
9 ZONAL GERANIUM COURT
PALM COAST, FL 32164

OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, P
P.O. BOX 612
DELAND, FL 32721

OFFORD JOHN
& CONNIE H&W
6121 WEST 117TH AVENUE
CROWN POINT, IN 46307

OLMEDA DIANE
40 HAMILTON STREET
ALLENTOWN, NJ 08501

OSIBORSKI KEITH
8 ZINC PLACE
PALM COAST, FL 32164

OWEN TERRENCE W & ANNETTE C H&\
& TERRY-ANN E OWEN JTWROS
17 ZORRO COURT
PALM COAST, FL 32164

PAGANO PAUL PHILIP LIFE ESTATE
30 ZINNIA TRAIL
PALM COAST, FL 32164

PAHANISH PAULA K
16 ZIEGLER PLACE
PALM COAST, FL 32164

PANEK JEFFREY
129 EAST DEZENG STREET
CLYDE, NY 14433

PAREDES-PUCCI JORGE H &
GRACIELA N PAREDES H&W
40 ZAUN TRAIL
PALM COAST, FL 32164

PAUL LUCO
& KERLANDE LORDEUS JTWROS
3 ZORRO CT
PALM COAST, FL 32164

PENEGOR DIANE LYNN & MICHAEL ART
4 ZODIACAL PL
PALM COAST, FL 32164

PEREZ DE ALEJO JORGE L &
DANIEL A PEREZ DE ALEJO
417 LIBERTY ST
LITTLEFERRY, NJ 07643

PETRETTI CHARLENE
30 ZAUN TRAIL
PALM COAST, FL 32164

PHELPS DAVID
& CHERYL PHELPS H&W
8 ZINNIA CT
PALM COAST, FL 32164

PHIPPS ALICE MARIE & JAMES MARK W
20 ZITHER COURT
PALM COAST, FL 32164

PITTMAN CASSANDRA SUE &
JAMES ANTHONY GONZALES JTWROS
3 ZACHARY PLACE
PALM COAST, FL 32164

PONTORNO ALLEN LIFE ESTATE
20 WENDOVER LANE
PALM COAST, FL 32164

POORE JACKIE W & DAWN E
OAKWOOD-POORE H&W
11 ZIEGLER PLACE
PALM COAST, FL 32164

POTEKHIN YEVGENIY & ELLA H&W
16711 COLLINS AVE APT 1202
SUNNY ISLES BEACH, FL 33160

PRATTE ALAIN J II & REBECCA A
PRATTE H&W
16 ZINNIA COURT
PALM COAST, FL 32164

PRICE NORA E
19 ZORRO COURT
PALM COAST, FL 32164

PRONESTI CARMELLO M &
KAYLA B H&W
7058 WATER MILL ST
PALMETTO, FL 34221

PROPERTY POTENTIAL LLC
29 HAMMOCK BEACH PKWY
PALM COAST, FL 32137

PYTEL NICOLE
18 ZINNIA COURT
PALM COAST, FL 32164

QUINN THOMAS P & ADELE M H&W
LIFE ESTATE
11 ZITHER COURT
PALM COAST, FL 32164

REBARBER FRED
241 S RIVERWALK DRIVE
PALM COAST, FL 32137

RESTREPO CESAR AGUSTO
17 ZONAL CT
PALM COAST, FL 32164

REYES BYRON F & GINA A H&W
1137 AMBER VISTA LANE
KNOXVILLE, TN 37914

REYNOLDS TIMOTHY & MARIE H&W
35 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

REZNICHENKO IGOR & NADEZHDA CHE
11 ZINC PL
PALM COAST, FL 32164

RODA STELLA I & NANCY M RODA
TRUSTEES
P O BOX 218
WILLOUGHBY, OH 44096

RODRIGUEZ SANDRA
12 ZIEGLER PLACE
PALM COAST, FL 32164

ROESCH JEFFREY J & MARIA T H&W
11 ZAUN TRL
PALM COAST, FL 32164

ROLLOFF BETTY JANE
1 ZODIAC PLACE
PALM COAST, FL 32164

RUBIN JEANNETTE M &
DALE M TRUSTEES
14 ZITHER COURT
PALM COAST, FL 32164

RUBINO ANTHONY THOMAS
4 ZAMMER COURT
PALM COAST, FL 32164

RYNNE BERNADETTE I
6020 DALAFIELD AVE
RIVERDALE, NY 10471

SABEK AMR & SANDRA LILIANA RODRI(
12 ZIEGLER PLACE
PALM COAST, FL 32164

SANDOR SYLVESTER R &
ANNE H&W TRUSTEES
30 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

SANITATE FRANCES C
29 ZAUN TRAIL
PALM COAST, FL 32164

SANTOS FERNANDO S SOSA &
JANIL D VALENCIA H&W
5 ZODIAC PLACE
PALM COAST, FL 32164

SATHYAMURTHY VENKATESAN
111 BUMBLE BEE CIRCLE
SHREWBURY, MA 01545

SCHUBERT MATTHEW K &
JOANNE H&W
3 ZONAL GERANIUM COURT
PALM COAST, FL 32164

SECOND AVENUE SFR HOLDINGS III LL
C/O RYAN LLC
PO BOX 4900
SCOTTSDALE, AZ 85261

SEIFERT MICHAEL BLAINE
& KRISTYN TAYLOR STEFFENS TIC
4 ZIEGLER PLACE
PALM COAST, FL 32164

SHCHERBANYUK VIKTOR
3541 CAP ROCK WAY
RANCHO CORDOVA, CA 95670

SHEEHAN RALPH G
LIFE ESTATE
ACI #115 38996 HWY 82
ASPEN, CO 81611

SINGH GULWATANPREET
14 ZORACH PLACE
PALM COAST, FL 32164

SINISHTAJ TOLIJA & CATHERINE
4 ZEBULON PLACE
PALM COAST, FL 32164

SKINNER JO L
C/O DEA JOHNSON
1005 HARPERS WAY
ANDERSON, SC 29621

SMITH CHEYENNE M & STACY DEE
SMITH AMC
7 ZIEGLER PLACE
PALM COAST, FL 32164

SMITH DONALD J LIFE ESTATE
7 ZINNIA COURT
PALM COAST, FL 32164

SOTO MARIA
53 ZINNIA TRL
PALM COAST, FL 32164

SPARKS WILLIAM C JR &
CONSTANCE A H&W
5 ZONAL CT
PALM COAST, FL 32164

SPENCER JASON
43 ZAUN TRAIL
PAIM COAST, FL 32164

STEINMEIER EDDA LIFE ESTATE
34 SABAL BEND
PALM COAST, FL 32137

STERLING MADGE
22 ZONAL GERANIUM CT
PALM COAST, FL 32164

STRATTAN BENJAMIN B
& SHERRY H&W
18 ZITHER COURT
PALM COAST, FL 32164

STUART BRIAN C & VIVIAN M H&W
5 KAINITE COURT
PALM COAST, FL 32164

SYROS TINA MARIE
12 ZINC PL
PALM COAST, FL 32164

TEARNE CHRIS DAMOND
48 FARMS ST
DANBURY, CT 06811

THOMAS SANDRA J
LIFE ESTATE
11 ZORACH PLACE
PALM COAST, FL 32164

TORRES IRVING PETER
& CANDELARIA DEL SOCORRO H&W
21 ZINNIA TRAIL
PALM COAST, FL 32137

TORRES MICHAEL J & LOURDES
H&W
3117 BEAVER POND TRAIL
VALRICO, FL 33596

TREFILIO ALAN & LINDA S H&W
LIFE ESTATE
16 ZONAL CT
PALM COAST, FL 32164

TRIANTILLIDIS NADIA TRUSTEE
10024 WYATT RANCH WAY
SACRAMENTO, CA 95829

TRINIDAD ISAIAH R & GERONIMA C
TRINIDAD TRUSTEES
1329 BAY MEADOWS DRIVE
BARTLETT, IL 60103

TUNG CHUN-YU &
YUN-YING LEE TUNG
NO 35 LANE 96 SEC 2 HSING LUNG RD
,

TYSIAK LAUREL ANN & DAVID G
TYSIAK W&H
617 GOLF PARK DRIVE
LAKE ARIEL, PA 18436

UNTERBRINK MICHAEL L & CARRIE H&
4520 W PRATT ROAD
DEWITT, MI 48820

URYAN BEGIKYA
14 NORTH LANE
GLEN COVE, NY 11542

VINING ANTHONY J SR & MELANIE S H&
3 ZANZIBAR COURT
PALM COAST, FL 32164

VINSON WALTER
6 ZANZIBAR COURT
PALM COAST, FL 32164

VOROBIEV KONSTANTIN
19 ZINNIA COURT
PALM COAST, FL 32164

VU JADEN
& QUYEN T HO H&W
1 ZITHER CT
PALM COAST, FL 32164

WALKER FAITH ANN LIFE ESTATE
8 ZAMMER CT
PALM COAST, FL 32164

WALTERS LEE SHEPHERD & DOUGLAS
8 ZONAL COURT
PALM COAST, FL 32164

WARD ROBERT BRYAN IV & FAITH NYC
8 ZORACH PL
PALM COAST, FL 32164

WEBB MARY THORNTON
8 ZONAL GERMANIUM COURT
PALM COAST, FL 32164

WEISS BARRY M & GINA M H&W
163 EAST PENN STREET
LONG BEACH, NY 11561

WELLS LLOYD E & JOANN H&W
5 ZITHER COURT
PALM COAST, FL 32164

WHITES HENRY M JR &
ANTHONY WHITES SR JTWROS
1 ZORACH PL
PALM COAST, FL 32164

WIDMER RICHARD W & HEIDI H&W
12 ZITHER CT
PALM COAST, FL 32164

WILLARD KYLE WARREN & VALERIE LE
1 ZINNIA COURT
PALM COAST, FL 32164

WILLIAMS CHARLES L & ARLENE R
H&W
32 ZINNIA TRAIL
PALM COAST, FL 32164

WILLIAMS MICHAEL A
& JASMIN D H&W
7 ZINC PLACE
PALM COAST, FL 32164

WILLIAMS THOMAS LIFE ESTATE
9 ZAUN TRAIL
PALM COAST, FL 32164

WILLIAMSON DANIEL
& KRISTY H&W
2 ZIEGLER PLACE
PALM COAST, FL 32164

YANNI MARC A
& LAURIE M H&W
43 S CLEMENT AVENUE
RAVENA, NY 12143

YANNI MARC A
& LAURIE M H&W
43 SOUTH CLEMENT AVENUE
RAVENA, NY 12143

YELLEN JOYCE
4 ZACHARY PLACE
PALM COAST, FL 32164

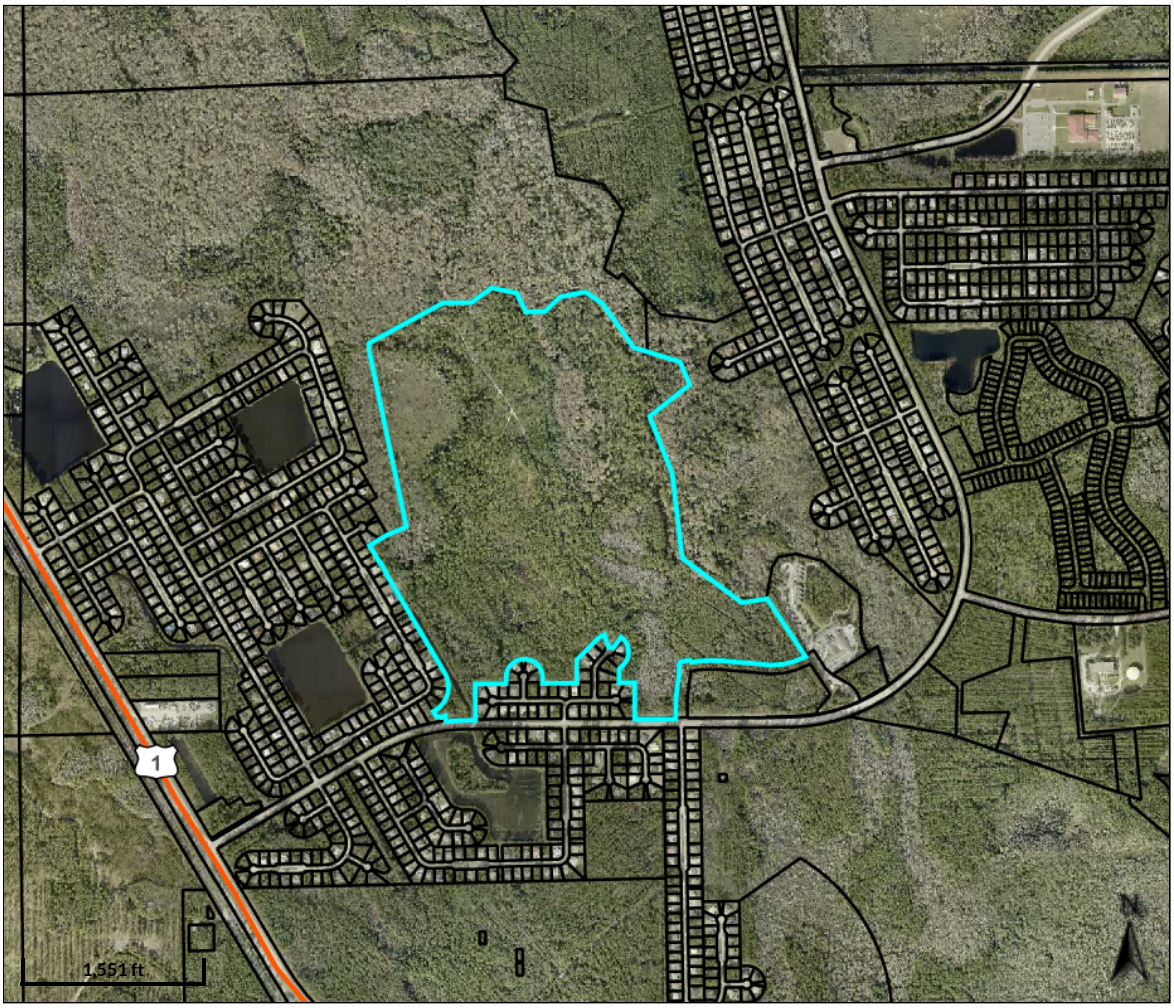
ZDEBSKAYA YELENA & ALEKSANDR
ZDEBSKIY W&H
23 WHITE HOUSE DR
PALM COAST, FL 32164

ZEHR WAYNE L & JANET L ZEHR
7 ZONAL COURT
PALM COAST, FL 32164

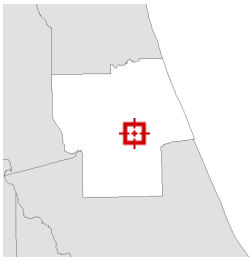
ZHAMUKHANOVA TANZILA
11 ZONAL COURT
PALM COAST, FL 32164

ZUBKOVA DENISA
14 KILIAN DRIVE
DANBURY, CT 06811

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	24-12-31-4140-00T40-0000	**Owner**	OARE ASSOCIATES LLC C/O SHUFFIELD, LOWMAN & WILSON, P.A. P.O. BOX 612 DELAND, FL 32721
Prop ID	80118		
Class Code	TIMBERLAND 80-89		
Taxing District	61		
GIS sqft	7,513,865.192	**Physical Address**	11 KAINITE CT

Land Value	$0
Ag Land Value	$24,570
Building Value	$0
Misc Value	$0
Just Value	$4,485,600
Assessed Value	$24,570
Exempt Value	$0
Taxable Value	$24,570

Last 2 Sales

Date	Price	Reason	Qual
n/a	0	n/a	n/a
n/a	0	n/a	n/a

Date created: 1/12/2026
Last Data Uploaded: 1/11/2026 8:03:18 PM

Developed by SCHNEIDER GEOSPATIAL

65 KALAMAZOO LAND TRUST
416 S CENTRAL AVE
FLAGLER BEACH, FL 32136

69 KASHMIR TRAIL LLC
34194 AURORA RD #128
SOLON, OH 44139

A AND R-MERIDIAN REAL ESTATE ASSE
688 N ORLANDO AVENUE SUITE 207
ORLANDO, FL 32801

ALEXANDER JOHN D JR
18 KALANCHOE COURT
PALM COAST, FL 32137

ALEXANDER LANDON &
TRAN NGO H&W
17 KALANCHOE COURT
PALM COAST, FL 32164

ALMEIDA RUDOLPH & CHARLOTTE M
ALMEIDA H&W
39 KALAMAZOO TRAIL
PALM COAST, FL 32164

ALRIDGE DIAMOND
& MARCUS H&W
118 KARAS TRAIL
PALM COAST, FL 32164

ANGEVINE JEFFREY PAUL
13 KAISER PLACE
PALM COAST, FL 32164

ANZALONE ROSARIO & MARIA
8461 N FURNO TERR
CRYSTAL RIVER, FL 32629

ARRUDA DENISE E & RUSSELL J W&H L
15 KATHYRN PLACE
PALM COAST, FL 32164

AYERS RICHARD THORNE
& PATRICIA MATTINGLY H&W
61 KASHMIR TRAIL
PALM COAST, FL 32164

BAER LEWIS W &
JUDITH E H&W
20 KATHRYN PLACE
PALM COAST, FL 32164

BAER STACEY W
10 KAINITE COURT
PALM COAST, FL 32164

BALASUNDRAM REUBEN S
113 KARAS TRAIL
PALM COAST, FL 32164

BARBERA PETER M TRUSTEE
14 KALANCHOE COURT
PALM COAST, FL 32164

BASKIN DENIS Y
10 PEYTON PL
PALM COAST, FL 32164

BEATY ADAM &
RACHEL ORD JTWROS
811 FRANKLIN AVE
SOUTH PLAINFIELD, NJ 07080

BERRY KIM ALLAN & ELISABETH
H&W
6 KATRINA PLACE
PALM COAST, FL 32164

BERTISH THEORA E
LIFE ESTATE
54 KALAMAZOO TRL
PALM COAST, FL 32164

BLOW MELISSA & RICKY H&W
3 KAINITE PLACE
PALM COAST, FL 32164

BOKANOSKI JOHN & ASHLEY L
H&W
12 KATRINA PL
PALM COAST, FL 32164

BONDARCHUK VICTOR
6307 N E 4TH AVE
VANCOUVER, WA 98665

BOUDREAU JAMIE & JASON H&W
4 KALMAR PLACE
PALM COAST, FL 32164

BOUDREAU JASON & JAMIE H&W
4 KALMAR PLACE
PALM COAST, FL 32164

BRAGG ROOSEVELT
3 KATHRYN CT
PALM COAST, FL 32164

BRASLAVSKIY MIKHAIL
79 AVENUE U #28
BROOKLYN, NY 11223

BREGAUDIT REYNALDO A
4 RIVERGLEN DRIVE
THIELLS, NY 10984

BRITT JOSEPH D SR &
KAREN E H&W LIFE ESTATE
48 KASHMIR TRAIL
PALM COAST, FL 32164

BRITT JOSEPH JR & KAREN H&W
LIFE ESTATE
48 KASHMIR TRAIL
PALM COAST, FL 32164

BROWN H DUANE & MARY JANE
BROWN H&W
15 KALAMAZOO TRAIL
PALM COAST, FL 32164

CAHILL PHILIP & KAREN TERRANCE JTWROS
36 KALAMAZOO TRAIL
PALM COAST, FL 32164

CAMPBELL GREGORY C & ERIKA J H&W
9 KALE COURT
PALM COAST, FL 32164

CASTRO ALEJANDRO & ERNESTINA
90-22 202ND STREET
HOLLIS, NY 11423

CHANEY GENE EDWARD
11 KALANCHOE CT
PALM COAST, FL 32164

CHATMON TYRONE
15 KATRINA PLACE
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CLARK MATTHEW & STACY PORTINARI JTWROS
67 KALAMAZOO TRAIL
PALM COAST, FL 32164

COLE GARY W
LIFE ESTATE
10 KAISER PLACE
PALM COAST, FL 32164

COULSON SCOTT & CATHY HAMILTON JTWROS
13 KATSURA TREE PLACE
PALM COAST, FL 32164

COULTER TIMOTHY J & LINDA P H&W
54 KASHMIR TRIAL
PALM COAST, FL 32164

COURY RICHARD ALEXANDER & TERI SUSAN HOLLEY JTWROS
61 KALAMAZOO TRAIL
PALM COAST, FL 32164

CRANDALL JONAH CHRISTOPHER
49 KALAMAZOO TRAIL
PALM COAST, FL 32164

CUNNINGHAM MICHAEL
8848 78TH STREET
WOODHAVEN, NY 11421

DAWLEY DAVID J & CYNTHIA J DAWLEY TRUSTEES
2 KALORAMA COURT
PALM COAST, FL 32164

DAY PHILLIP A & MAUREEN L
71 KATHLEEN TRAIL
PALM COAST, FL 32164

DEKOKER SCOTT & ROBIN H&W
1 KALORAMA COURT
PALM COAST, FL 32164

DERILUS FRANTZ
120 SW SEA LION RD
PORT ST LUCIE, FL 34953

DESENA BERNARD
& CHRISTI LYNN DEWITT DESENA H&W
58 KALAMAZOO TRL
PALM COAST, FL 32164

DIETRICH SHAWN
& DIANA DAY H&W
9 ZODIAC PLACE
PALM COAST, FL 32164

DILELLO VINCENT C
& SALLIE M H&W
4 KAINITE PLACE
PALM COAST, FL 32164

DIMILLO JOHN M & KIRI A W&H
17 KAISER PLACE
PALM COAST, FL 32164

DINI ALEX & THERESA H&W TRUSTEES
12 STEINBACH PLACE
WESTWOOD, NJ 07675

DIPPOLITO SHAWN & TORI ANTHONY JTWROS
52 KALAMAZOO TRAIL
PALM COAST, FL 32164

DONALD PEARL COWART
55 KALAMAZOO TRAIL
PALM COAST, FL 32164

DYCUS DWAYNE C & NATALYA GENNADYEVNA DYCUS H&W
59 KALAMAZOO TRAIL
PALM COAST, FL 32164

EDWARDS JAMES W & MARTHA H&W
9 KATSURA TREE PLACE
PALM COAST, FL 32164

EILBECK JEFFREY M & CONNIE M H&W
3 KAINITE CT
PALM COAST, FL 32164

ERNST ROY C & MICHELLE R H&W
22 KATHRYN PLACE
PALM COAST, FL 32164

ESTES DENNIS J
2 KAINITE PL
PALM COAST, FL 32164

EVANS WILDA Y
& JOHN SCOTT H&W
55 KASHMIR TRAIL
PALM COAST, FL 32164

FENTY JOSHUA VINCENT
37 KALAMAZOO TRAIL
PAIM COAST, FL 32164

FERGUSON ANJELLA E
3310 NILES STREET
SILVER SPRING, MD 20906

FERREIRA BRIAN & MARIA FERREIRA J
1 EASTWICK PLACE
PALM COAST, FL 32164

FISHER CRAIG & LAWRENCE FISHER
1204 DARTMOUTH RD
ALEXANDRIA, VA 22134

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

FLAGLER COUNTY HOLDINGS LLC
PO BOX 351016
PALM COAST, FL 32135

FORESTIER JOSEPH F &
SANDRA J
42 CENTRAL STREET
SAUGUS, MA 01906

FOSTER ANTHONY JR &
MELISSA AMC
3 KALE COURT
PALM COAST, FL 32164

GALUSHA JOHN M &
REBECCA C
8 KALANCHOE CT
PALM COAST, FL 32164

GARCIA CARMEN TRUSTEE
2387 SW 5TH STREET
MIAMI, FL 33135

GARCIA JOAQUIN JR
& JOAQUIN GARCIA SR JTWROS
8 ZODIAC PL
PALM COAST, FL 32164

GARDNER ALBERT T
LIFE ESTATE
5 KAISER CT
PALM COAST, FL 32164

GIBSON CHRISTINA & JAQUELINE
KISSMAN JTWROS
50 KASHMIR TRAIL
PALM COAST, FL 32164

GLASER ROBERT A
24 NORTHVIEW RD
NEW PROVIDENCE, NJ 07974

GMYR VITALIY
10 KALORAMA COURT
PALM COAST, FL 32164

GOLDBERG DAVID S & AMANDA J
RASLOWSKY H&W
116 KARAS TRAIL
PALM COAST, FL 32164

GORDON BRUCE
1 KATHRYN PLACE
PALM COAST, FL 32164

GORDON ROY
14 ZODIAC PLACE
PALM COAST, FL 32164

GRAVELLE DONNA M
& DENNIS R GRAVELLE JTWROS
20 KALAMAZOO TRL
PALM COAST, FL 32164

GRIEST DAVID ALLAN & MICHELLE HAR
83 HUMMINGBIRD COURT
PALM COAST, FL 32164

GRIFFITH KAREN
KEMBA GRIFFITH JTWROS
6 KAINITE PL
PALM COAST, FL 32164

GRIMES JAMES B
& SHARON M H&W
42 KALAMAZOO TRAIL
PALM COAST, FL 32164

GUERCIN VITALINE
& SANDRA GUERCIN JTWROS
115 KARAS TRAIL
PALM COAST, FL 32164

GULPE VLADIMIR & TATIANA H&W
22 EMPIRE DRIVE
BRADFORD ONTARIO CANADA L3Z 4J1,

GUTIERREZ LINDA D
113 MADELENA DR
LA HABRA, CA 90631

HAMILTON CATHY A & SCOTT C
COULSON JTWROS
13 KATSURA TREE PLACE
PALM COAST, FL 32164

HAMILTON CATHY A & SCOTT S
COULSON JTWROS
13 KATSURA TREE PLACE
PALM COAST, FL 32164

HERBST ALICIA & RICHARD H&W
13 KATRINA PLACE
PALM COAST, FL 32164

HERMANN BONNIE & LYLE
W&H
16 KALAMAZOO TRL
PALM COAST, FL 32164

HERNANDEZ FELIX MARIO & MARIA ELE
8 KAINITE COURT
PALM COAST, FL 32164

HOLIDAY BUILDERS INC
2293 WEST EAU GALLIE BOULEVARD
MELBOURNE, FL 32935

HUBER WALTER RUSSELL GUARDIAN
FOR RUSSELL W HUBER
5 KAISER PLACE
PALM COAST, FL 32137

HUERTA JUAN G
& JENNIFER M H&W
17 KATHRYN PLACE
PALM COAST, FL 32164

HUTH RONALD SCOTT & JACQUELINE
MARIE HUTH H&W
27 KALAMAZOO TRAIL
PALM COAST, FL 32164

JIMENEZ GUILLERMO
56 KALAMAZOO TRAIL
PALM COAST, FL 32164

JOHNSON REBECCA
10 KATRINA PLACE
PALM COAST, FL 32164

KAHOUD RAYMOND GEORGE
TRUSTEE
9 KALANCHOE COURT
PALM COAST, FL 32164

KAHOUD RAYMOND GEORGE
TRUSTEE
9 KALANCHOE CT
PALM COAST, FL 32164

KASHEPAROV DANIEL VALENTIN
65 KASHMIR TRAIL
PALM COAST, FL 32164

KATE PROPERTY GROUP LLC
57 NEW LEATHERWOOD DRIVE
PALM COAST, FL 32137

KEECH NICHOLAS RUSSELL &
GWINDOLYN M KEECH H&W
26 KALAMAZOO TRAIL
PALM COAST, FL 32164

KEGEL BONNIE E & MICHAEL J
WAYNE
16 KAISER PLACE
PALM COAST, FL 32164

KENNEY TIMOTHY & ROBIN H&W
14 KAISER PLACE
PALM COAST, FL 32164

KEO SOKHOM DANNY &
RUTH DUL H&W
792 BRAHMA ST
PASO ROBLES, CA 93446

KILLMAN CRAIG R
11 KASBAH PL
PALM COAST, FL 32164

KINCAID JERRY & SONYA H&W
6 KASBAH PLACE
PALM COAST, FL 32164

KING AMANDA
4 KALORAMA CT
PALM COAST, FL 32164

KNYKIN OLEG & IRINA A
KNYKIN H&W
53 KASHMIR TRL
PALM COAST, FL 32164

KONDRATIUK RUSLAND
& IVAN KONDRATIUK & DARYNA KONDF
7863 DOE TRAIL WAY
ANTELOPE, CA 95843

KRASSOVSKIY ALEXANDR &
LYUDMILA KRASSOVSKAYA
7 KATHRYN COURT
PALM COAST, FL 32164

KUHN EDWARD T
& COLLEEN M H&W
7 KATSURA TREE PL
PALM COAST, FL 32164

KUZHEL ANGELA
18 KATHRYN PLACE
PALM COAST, FL 32164

KUZMIN VERA
PO BOX 352293
PALM COAST, FL 32135

LEDESMA WALTER
2330 SW 6TH ST
MIAMI, FL 33135

LEEMAN LORNE L &
LISA K H&W
30 KALAMAZOO TRAIL
PALM COAST, FL 32164

LENNON JOHN & SHEILAH CLARK H&W
8 KALE COURT
PALM COAST, FL 32164

LEWIS LEVERN BILL
& PATRICIA LYNN LEWIS TRUSTEES
57 KALAMAZOO TRAIL
PALM COAST, FL 32164

LINDAHL JACOB DANIEL &
BRIANNA MARIE H&W
16 ZODIAC PLACE
PALM COAST, FL 32164

LOPEZ RONALD A & JESSENIA
H&W
4 KATSURA TREE PLACE
PALM COAST, FL 32164

MAGUIRE BARBARA K
57 KASHMIR TRAIL
PALM COAST, FL 32164

MARGIOTTA FRANK J
& CONNIE S H&W
11 KAISER PLACE
PALM COAST, FL 32164

MCCOY DOMINIQUE B
18130 KARA CT
TAMPA, FL 33647

MCKINNEY TIFFANY & JERMAINE
W&H
4 KAISER COURT
PALM COAST, FL 32164

MCPHERSON MICHAEL C &
DOROTHY T H&W LIFE ESTATE
P O BOX 1725
BUNNELL, FL 32110

MEDINA ALBERT &
BETSABE PEREZ
7 KAISER PLACE
PALM COAST, FL 32164

MEDINA RAFAEL A
5 KALANCHOE CT
PALM COAST, FL 32164

MILLER REBECCA L & GEORGE
SHERMAN MILLER W&H
6 KATHRYN PLACE
PALM COAST, FL 32164

MUNSEY DAVID E & ALICE M H&W
111 KARAS TRAIL
PALM COAST, FL 32164

NEE KARLTON G
68-34 LOUBET STREET
FOREST HILLS, NY 11375

NICOLOSI NEIL V
TRUSTEE
3 KAISER COURT
PALM COAST, FL 32164

NUNEZ ALBERT SR & ALEXANDRIA H&V
21 KATHRYN PLACE
PALM COAST, FL 32164

OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, P
P.O. BOX 612
DELAND, FL 32721

OLMEDA DIANE
40 HAMILTON STREET
ALLENTOWN, NJ 08501

ONE THIRD CONSTRUCTION LLC
4 BRIGHTON ROAD SUITE 204
CLIFTON, NJ 07012

OWENS DEBORA
4 KAINITE COURT
PALM COAST, FL 32164

PAPPAS MARTHA & OURANIA
1160 84TH STREET
BROOKLYN, NY 11228

PARGAS PAUL & AINO
C/O TINA SAVO
2521 RYCE DR.
WALDORF, MD 20601

PEREIRA ANDRE
& DELLAMARIE H&W
80 FORRESTER PLACE
PALM COAST, FL 32137

PICONE LESLIE E
& CHARLES G MACALUSO W&H
45 KALAMAZOO TRL
PALM COAST, FL 32164

PINO RAUL M & TERESA J
PINO H&W
5 KALE COURT
PALM COAST, FL 32164

PLATZER RENATE
SHADY OAKS
3204 QUEEN PALM DRIVE
EDGEWATER, FL 32414

POGAS KATHY & STACY V TINGER
JTWROS
24 KALAMAZOO TRL
PALM COAST, FL 32164

PRITT RICHARD J
51 AUBERRY DR
PALM COAST, FL 32137

RAWLINS KEVIN DALTON &
JEAN FRIEDL H&W
45 KASHMIR TRAIL
PALM COAST, FL 32164

REINSMITH MARTIN
675 CONCORD RD
NAZARETH, PA 18064

RETTAGLIATA RONALD & BARBARA
182 WOEHRLE AVE
STATEN ISLAND, NY 10312

RICHARDSON WILMA
LIFE ESTATE
63 KALAMAZOO TRAIL
PALM COAST, FL 32164

RIEHL ROBERT
TRUSTEE
16 MADISON AVE
PORT CHESTER, NY 10573

RODRIGUEZ ANGEL & CHRISTINE H&W
117 KARAS TRAIL
PALM COAST, FL 32164

RODRIGUEZ ERIC
3510 DURHILL STREET
HOUSTON, TX 77025

RODRIGUEZ VILMA & JASMINE
FLORES FLORES JTWROS
110 KARAS TRAIL
PALM COAST, FL 32164

ROWSELL CHARLES JR
& SIEW LEE-ROWSELL H&W
8 KALORAMA COURT
PALM COAST, FL 32164

SAMOFAL ALEKSANDR &
YELENA SAMOFAL H&W
100 BROOK AVE
STATEN ISLAND, NY 10306

SANCHEZ ANTHONY J & JESSICA R
H&W
8 KAINITE PLACE
PALM COAST, FL 32164

SANCHEZ KRYSTEL AILEMA &
RICHARD W&H
9 KAISER PLACE
PALM COAST, FL 32164

SANTA MARIA DAVID A & DENISE L
SANTA MARIA H&W
48 KALAMAZOO TRAIL
PALM COAST, FL 32164

SCHENCK DOUGLAS L
& SHANNON H&W
4 KASBAH PL
PALM COAST, FL 32164

SCHROEDER DANIEL M & LINKA M
TRUSTEES
760 VALA DRIVE
SANTA BARBARA, CA 93111

SEELEY GARY
& TAMMY H&W TRUSTEES
4081 CAMPA LANE
ORMOND BEACH, FL 32174

SHEVNINA ILONA
& ANDREY AFANASYEV H&W
34 KALAMAZOO TRL
PALM COAST, FL 32164

SHVARTSBEYN BORIS & RAISA
TRUSTEES
96 PALMWOOD DRIVE
PALM COAST, FL 32164

SIDNEV DMITRY
& YULIA FOMINOVA H&W
7312 NW 25TH TER
BOCA RATON, FL 33496

SIM PASCUAL P &
AUREA B BELTRAN-SIM
75-18 193 ST
FRESH MEADOWS, NY 11366

SKIDMORE RANDELL & VICKI E
SKIDMORE H&W
11 KAINITE PLACE
PALM COAST, FL 32164

SOKOLOV VLADIMIR &
DINA SOKOLOVA H&W
560 RIVERSIDE DRIVE #6H
NEW YORK, NY 10027

SORIANO MARIO ZAMORA
LIFE ESTATE
12204 SMOKE RIDGE CIRCLE S
JACKSONVILLE, FL 32225

SOTOLONGO JUAN J
15720 SW 100TH AVENUE
MIAMI, FL 33157

STAPLETON LAWRENCE J & CHARLENE
1 KATHRYN COURT
PALM COAST, FL 32164

STUART BRIAN C & VIVIAN M H&W
5 KAINITE COURT
PALM COAST, FL 32164

SUWINSKI MARVIN L &
MARY ANN QUINCI SUWINSKI H&W
7 KATHRYN PLACE
PALM COAST, FL 32137

SWANSON BARBARA LOUISE
& YVONNE MARIE AMC
9 KATHRYN PL
PALM COAST, FL 32164

TAYLOR WAYNE L
9 KAINITE PLACE
PALM COAST, FL 32164

TENNANT DOUGLAS EDWARD
7 KALANCHOE COURT
PALM COAST, FL 32164

TENORI JONATHAN
58 KASHMIR TRAIL
PALM COAST, FL 32164

TOMIEV MYKHAILO & TETIANA
H&W
10 KALANCHOE COURT
PALM COAST, FL 32164

TRINIDAD ISAIAH R & GERONIMA C
TRINIDAD TRUSTEES
1329 BAY MEADOWS DRIVE
BARTLETT, IL 60103

TURI WILLIAM A
8 KATSURA TREE PLACE
PALM COAST, FL 32164

VS PALM COAST LLC
260 EAST BROWN STREET STE 250
BIRMINGHAM, MI 48009

WARD JAMES K & THERESE M H&W
4 KALE COURT
PALM COAST, FL 32164

WARNER LAURA
49 KASHMIR TRAIL
PALM COAST, FL 32164

WEICHAND LISA R
19 KATHRYN PL
PALM COAST, FL 32164

WEIR JAMES R &
TONYA WEIR H&W
P.O. BOX 504
BUNNELL, FL 32110

WILKIE TAMMY LYNE
4 KATHRYN PLACE
PALM COAST, FL 32164

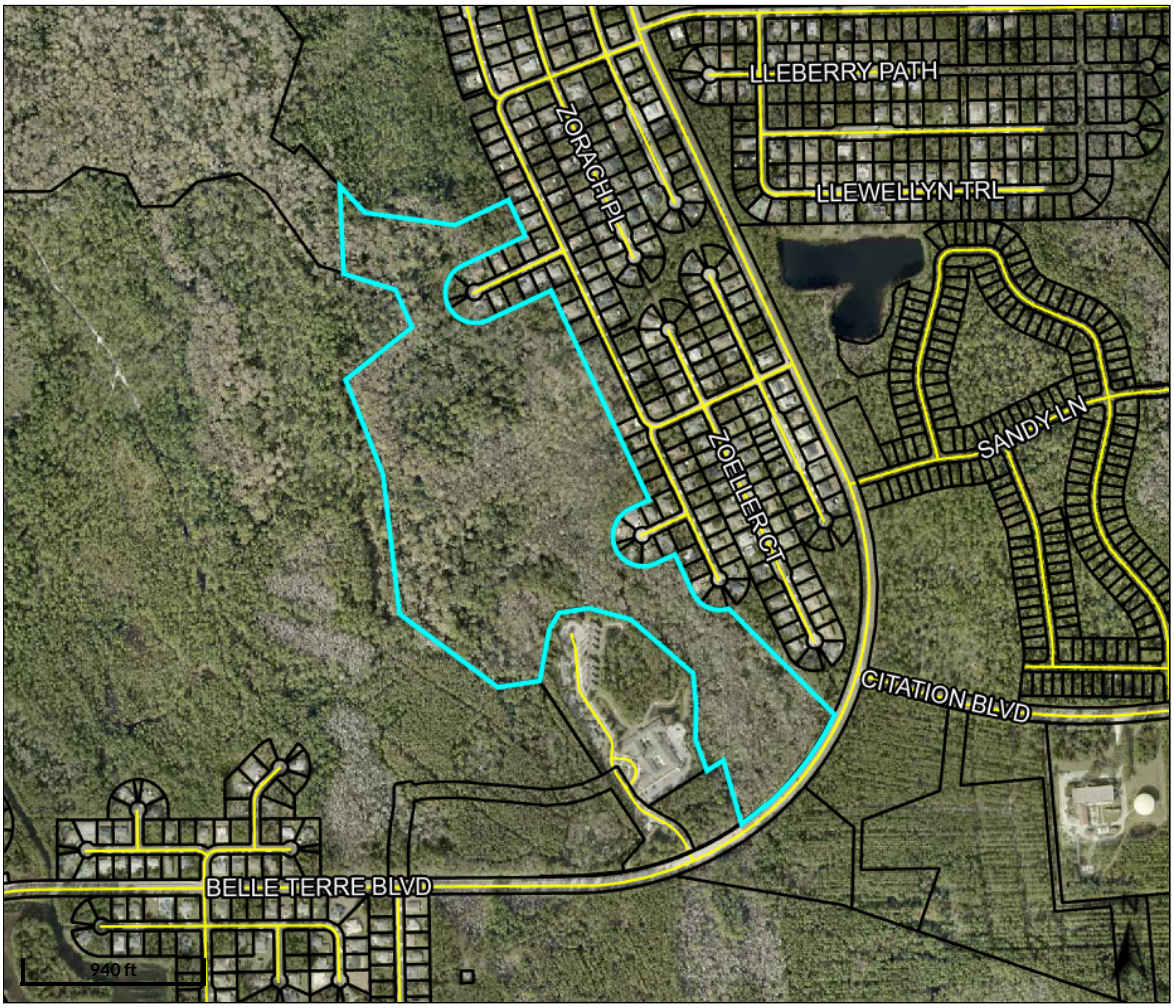
WILLIAMS FLOYD ENRICO &
CAROLYN PRISCILLA ARMBRISTER AM(
18 KALAMAZOO TRAIL
PALM COAST, FL 32164

WISE VINCENT W JR & KATHI K H&W
51 KASHMIR TRAIL
PALM COAST, FL 32164

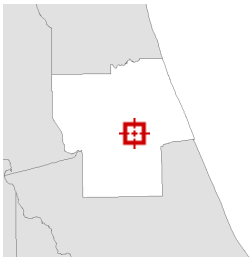
YEATTS THOMAS EUGENE &
MELANIE K H&W LIFE ESTATE
10 KAINITE PLACE
PALM COAST, FL 32164

ZAVALKOVSKY EDWARD
& SVETLANA H&W
130 GOLDEN TRAIL MAPLE ONTARIO, C
L6A5A1,

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	19-12-31-0650-000C0-0011	**Owner**	OARE ASSOCIATES LLC C/O SHUFFIELD, LOWMAN & WILSON, P.A. P.O. BOX 612 DELAND, FL 32721	**Land Value**	$15,905	**Last 2 Sales**			
Prop ID	79719			**Ag Land Value**	$0	**Date**	**Price**	**Reason**	**Qual**
Class Code	CONSERVATION					6/1/2003	$945000	V	Q
Taxing District	61			**Building Value**	$0	1/1/1900	$49289	V	U
GIS sqft	2,764,323.168	**Physical Address**	n/a	**Misc Value**	$0				
				Just Value	$15,905				
				Assessed Value	$15,905				
				Exempt Value	$0				
				Taxable Value	$15,905				

Date created: 1/12/2026
Last Data Uploaded: 1/11/2026 8:03:18 PM

Developed by SCHNEIDER GEOSPATIAL

7 ZOFFWOOD CT LAND TRUST
1945 CHARRINGTON DR
WEST BLOOMFIELD, MI 48324

8 ZOELLER CT LAND TRUST &
HAMMOCK MANAGEMENT LLC TRUSTE
3225 MCLEOD DRIVE SUITE 777
LAS VEGAS, NV 89121

ALMAZAN ANTONIO BITANGA &
FREDESWINDA LEANO ALMAZAN H&W
14 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

ALMEIDA MIGUEL & BETH ERIN
ALMEIDA H&W
10 ZORACH PLACE
PALM COAST, FL 32164

ALT HOMES LLC
39 AUDUBON LANE
FLAGLER BEACH, FL 32136

ALVAREZ DALIA S LIFE ESTATE
43 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

AMARNANI RAMESH & JYOTI H&W
7081 ROSABELLA CIRCLE
JACKSONVILLE, FL 32258

AMMIRATI JEANINE
183 ERIC DRIVE
PALM COAST, FL 32164

BELLE TERRE HOLDINGS LLC
36 CHARMING WAY
LAKEWOOD, NJ 08701

BENTON DAVID
& JESSICA H&W
39 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

BINDER YURIY & POLINA H&W
239 DUNHAMS CORNER RD
EAST BRUNSWICK, NJ 08816

BOLSER SANDRA GAIL & RONALD
W&H
36 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

BROWN PHILIP
8 ZOFFWOOD COURT
PALM COAST, FL 32164

BURCHAM CHERYL
23 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CHANEY ANDREA RANARD
11 ZOFFINGER PL
PALM COAST, FL 32164

CHAO SARON & MOS M CHAO W&H
4 ZOFFWOOD COURT
PALM COAST, FL 32164

CHEREMNYKH VIKTORIYA &
YURIY V CHEREMNYKH JTWROS
18 ZORACH PLACE
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CLARKE JENNIFER
7605 GLENWOOD RD
BROOKLYN, NY 11236

CLYMER TROY L
& TRACEY L H&W
27 ZOELLER COURT
PALM COAST, FL 32164

CONNER ROBERT M
3 ZODIAC PLACE
PALM COAST, FL 32164

CRISMAN JAMES E &
SHERRI A H&W LIFE ESTATE
41 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CRISP GERARD A
37 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CUCCINELLO NICHOLAS &
ROSANNE S H&W
4 ZOFFINGER PLACE
PALM COAST, FL 32164

CUMBER LAUREN B & BRADLEY O
CUMBER H&W
16 ZORACH PLACE
PALM COAST, FL 32164

CUNNINGHAM JEAN & ORVILLE LIFE ES
4 ZORACH PLACE
PALM COAST, FL 32164

CUNNINGHAM MICHAEL ANTONIO
38 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CUNNINGHAM ORVILLE & JEAN LIFE ES
4 ZORACH PLACE
PALM COAST, FL 32164

CUNNINGHAM OSWALD G &
DELORES CLARK
2 ZOELLER COURT
PALM COAST, FL 32164

CUNNINGHAM PERUAL G &
SHIRLEY H&W
6 ZORACH PLACE
PALM COAST, FL 32164

DAVIS GREGORY A & HELEN MARIE
DAVIS H&W
16 ERICKSON PLACE
PALM COAST, FL 32164

DAVIS THOMAS A & JERI L H&W
24 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

DEAN JACK D &
ANA M AMC
40 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

DEBOER BEATRIX MARIA & JAMES B SI
6 ZODIAC PLACE
PALM COAST, FL 32164

DEONARINE INDARJIT
& OOMROUTIE DEONARINE TRUSTEES
10 ZONAL GERANIUM TRAIL
PALM COAST, FL 32137

DIETRICH SHAWN
& DIANA DAY H&W
9 ZODIAC PLACE
PALM COAST, FL 32164

DOBBYN DARREN &
MEGAN STAUFFACHER JTWROS
16 ZOELLER CT
PALM COAST, FL 32164

DODSON RONALD & CHARLOTTE
DODSON H&W
202 SUMMERHAZE COURT
ORMOND BEACH, FL 32174

DOEZIE JAMES A &
JUDY K LO H&W
22516 LAKE FOREST LANE
LAKE FOREST, CA 92630

ERNST ROBERT A & MARY RUSSELL
ERNST H&W
15 EDITH POPE DRIVE
PALM COAST, FL 32164

FALLON VERA
15 ZOFFER CT
PALM COAST, FL 32164

FARON STEVEN D
& VERONICA B H&W
21 ZOFFER COURT
PALM COAST, FL 32164

FKH SFR N LP
FIRSTKEY HOMES
600 GALLERIA PARKWAY SUITE 300
ATLANTA, GA 30339

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

FLAGLER COUNTY HOLDINGS LLC
PO BOX 351016
PALM COAST, FL 32135

FLORES CARMEN
30 RENSHAW DRIVE
PALM COAST, FL 32164

FLORIDA LAND TRUST NO 3530 FORTU
TRUSTEE
PO BOX 6367
JACKSONVILLE, FL 32236

GANTERT MICHAEL EDWARD &
DONNA O H&W
3 ZOFFWOOD CT
PALM COAST, FL 32164

GARCIA JOAQUIN JR
& JOAQUIN GARCIA SR JTWROS
8 ZODIAC PL
PALM COAST, FL 32164

GESSWEIN F CLARK & JANICE H
15120 HONSENA DRIVE
CENTREVILLE, VA 22020

GIACCONE AXEL A & RAMON M
GIACCONE TIC
718 TURKEY CREEK
ALACHUA, FL 32615

GORALSKI ANDREW JOSEPH
& IRENE H&W
44 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

GORDON ROY
14 ZODIAC PLACE
PALM COAST, FL 32164

GOURIN ALEXANDER
45 NORTHSHORE DRIVE
PALM COAST, FL 32137

GRATI IGOR & VIOREL SANDUTA &
INA SIRETEANU H&W
29 LAGARE STREET
PALM COAST, FL 32137

HEERASINGH SAVITRIE &
FRANKLIN HEERASINGH
101-11 159TH AVE
HOWARD BEACH, FL 11414

HORTON SUZANNE
47 ZONAL GERANIUM TRAIL
PLAM COAST, FL 32164

HUGHES LISA
& SUSAN M LESAGE TIC
17851 SW 4TH CT
PEMBROKE PINES, FL 33029

INVITATION HOMES 7 FLORIDA LP
PO BOX 803467
DALLAS, TX 75380

JAMES CHERYL L
9 ZORACH PLACE
PALM COAST, FL 32164

JOHNSON ANNIE LOUISE
14 ZOFFER COURT
PALM COAST, FL 32164

JOHNSON GARY E &
ANTONINA H&W
15 ZOELLER COURT
PALM COAST, FL 32164

KETTERER AARON & KRISTIN H&W
2 ZOFFWOOD CT
PALM COAST, FL 32164

KHIYTANI KISHINCHAND RAMCHAND
& MONA K KHIYTANI H&W
7081 ROSABELLA CIRCLE
JACKSONVILLE, FL 32258

KING J MARSHALL & SHARON M H&W
20 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

KNOTT KELLY JO & TROY ALLEN
KNOTT W&H
7 ZOFFER CT
PALM COAST, FL 32164

KORI SUBASH G TRUSTEE
18 ZOFFER COURT #B
PALM COAST, FL 32164

KORI SUBASH G
TRUSTEE
18 ZOFFER CT # B
PALM COAST, FL 32136

KULESKI GLORIA TRUSTEE
48 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

LAGARE LAND TRUST
29 LAGARE STREET
PALM COAST, FL 32137

LANE KENT & LAURA MADDOCK H&W
29352 LAS CRUCES
LAGUNA NIGUEL, CA 92677

LEONARD NICHOLAS
24 ZORACH PLACE
PALM COAST, FL 32164

LEVITIN YEVGENIYA &
CHRISTOPHER J CHAPUT W&H
106 RIVER STREET
JERSEY CITY, NJ 07302

LINDAHL JACOB DANIEL &
BRIANNA MARIE H&W
16 ZODIAC PLACE
PALM COAST, FL 32164

LUCCA ANTHONY JOSEPH & STEVEN
WESLEY HAZZARD JTWROS
45 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

MARQUES FERNANDO SILVA
89 GOLDEN HILLS RD
DANBURY, CT 06811

MARZILLI RICHARD P
2 ZODIAC PL
PALM COAST, FL 32164

MATOS JACINTO JOSE & DOMINGAS LU
46 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

MCBRIDE MAI W LIFE ESTATE
6 ZOFFINGER PLACE
PALM COAST, FL 32164

MCGUIRE TIMOTHY J & BOBBI
MCGUIRE H&W
22 ZORACH PLACE
PALM COAST, FL 32164

MCLEVY MALCOLM J
& DONNA SACHI H&W
37 FAIRCHILD DR
BETHEL, CT 06801

MENDEN MICHAEL T & BEATRICE L
MENDEN H&W
9 ZOELLER COURT
PALM COAST, FL 32164

MIRAL CORP
636 BROADWAY STE A
SAN DIEGO, CA 92101

MOLNAR MICHAEL A & JENNIFER LYNN
12 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

MOY SO SIM &
KWOK HAY MOY
84 COOLIDGE ST
BROOKLINE, MA 02146

MPC LOTS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

MUIR LINDA C
19 ZORACH PLACE
PALM COAST, FL 32164

NAIR GOPINATHAN G & SHYAMALA H&W
6 ZOFFER CT
PALM COAST, FL 32164

NARONA LLC
21 CLASSIC COURT
PALM COAST, FL 32137

NEMETH MILANA
25 ZOELLER COURT
PALM COAST, FL 32164

NGUYEN NGOC LAN THI &
TRUONG NGUYEN W&H
1195 EUREKA AVE
LOS ALTOS, CA 94024

NUVIEW TRUST CO FBO
LILIYA TEMNOROD IRA & MIKHAIL TEMI
280 S RONALD REAGAN BLVD #200
LONGWOOD, FL 32750

OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, P
P.O. BOX 612
DELAND, FL 32721

OLMEDA DIANE
40 HAMILTON STREET
ALLENTOWN, NJ 08501

PAGAN RAUL E & CARMEN R
11 ZONAL GERANIUM TRL
PALM COAST, FL 32164

PANASENKOV OLGA & SERGEY H&W
12300 PUEBLO RD
GAITHERSBURG, MD 20878

PEREZ DE ALEJO JORGE L &
DANIEL A PEREZ DE ALEJO
417 LIBERTY ST
LITTLEFERRY, NJ 07643

PESSINA KEVIN ROBERT
& JENIFER H&W
22 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

PHELPS NATHAN ANDREW
& AMBER LYNN H&W
13 ZOFFER COURT
PALM COAST, FL 32164

POLICARPE MARTAVIS
7 ZOFFINGER PLACE
PALM COAST, FL 32164

PRIMELLES CELIA ALEJANDRA
LIFE ESTATE
9021 SW 21 STREET
MIAMI, FL 33165

REYNOLDS TIMOTHY & MARIE H&W
35 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

ROESCH JEFF J JAMES SR &
MARIA T H&W
9 ZOFFINGER PLACE
PALM COAST, FL 32164

ROLLOFF BETTY JANE
1 ZODIAC PLACE
PALM COAST, FL 32164

SALYERDS STEPHEN C
13 ZORACH PLACE
PALM COAST, FL 32164

SANDOR SYLVESTER R &
ANNE H&W TRUSTEES
30 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

SANTOS FERNANDO S SOSA &
JANIL D VALENCIA H&W
5 ZODIAC PLACE
PALM COAST, FL 32164

SAPIR DMITRY & INES SAPIR H&W
12 RIVERBEND
PALM COAST, FL 32137

SEAGATE HOMES LLC
185 CYPRESS POINT PARKWAY SUITE 7
PALM COAST, FL 32164

SFR JV-2 2024-2 BORROWER LLC
TRICON RESIDENTIAL C/O RYAN LLC P
SCOTTSDALE, AZ 85261

SHERMAN ALEXANDER & LUBA H&W
7011 CHIALA LANE
SAN JOSE, CA 95129

SHOLES PAUL MICHAEL
6 ZOFFWOOD COURT
PALM COAST, FL 32164

SHRAYER SVETLANA
221 WESTMOUNT BIVD
VAUGHAN L4J 7W2 CANADA,

SIMMONS SHAWN T
13 PATRIC DRIVE
PALM COAST, FL 32164

SINGH GULWATANPREET
14 ZORACH PLACE
PALM COAST, FL 32164

SMITH KENNETH D
12 ZOELLER COURT
PALM COAST, FL 32164

STEWART MICHAEL HAMAN JR
& COLLEN NICOLE H&W
5 ZOFFINGER PLACE
PALM COAST, FL 32164

TALLMAN BLAINE
6 ZOELLER COURT
PALM COAST, FL 32164

TELL LEONID & SVETLANA AUZHANOVA
& DAMILYN LEONIDOVNA TELL & DANA
23781 HALBURTON RD
BEACHWOOD, OH 44122

TEXIDOR REYNALDO TRUSTEE
28 ZOELLER COURT
PALM COAST, FL 32164

THOMAS SANDRA J
LIFE ESTATE
11 ZORACH PLACE
PALM COAST, FL 32164

TONER ANN F
C/O DAMON TOBEY
19 ZOFFER CT
PALM COAST, FL 32164

TRINIDAD ISAIAH R & GERONIMA C
TRINIDAD TRUSTEES
1329 BAY MEADOWS DRIVE
BARTLETT, IL 60103

TYNDAL ERICK JR
4 ZOELLER CT
PALM COAST, FL 32164

VAITKEVICUS RUSLANAS
30 ZOELLER COURT
PALM COAST, FL 32164

VILLAREAL ERNESTO RAMIREZ
290 WILSON AVENUE APARTMENT 200
PERRIS, CA 92571

VLADOV IGOR
& LARISA VLADOVA JTWROS
9809 COBBLESTONE LAKES COURT
BOYNTON BEACH, FL 33472

VS PALM COAST LLC
260 EAST BROWN STREET STE 250
BIRMINGHAM, MI 48009

WAJDA STEVEN EDWARD & KIM MARIE
8 ZOFFER CT
PALM COAST, FL 32164

WANAT CAROL A
47 BLACKMAN ROAD
HEBRON, CT 06248

WARD DOUGLAS W LIFE ESTATE
1 ZOFFINGER PLACE
PLAM COAST, FL 32164

WARD ROBERT BRYAN IV & FAITH NYC
8 ZORACH PL
PALM COAST, FL 32164

WENY GEORGE
& SUSAN H&W TRUSTEES
2 ZOFFINGER PLACE
PALM COAST, FL 32164

WHITTAKER ANGELA KAY & ALBERT CL
21 ZONAL GERANIUM TRL
PALM COAST, FL 32164

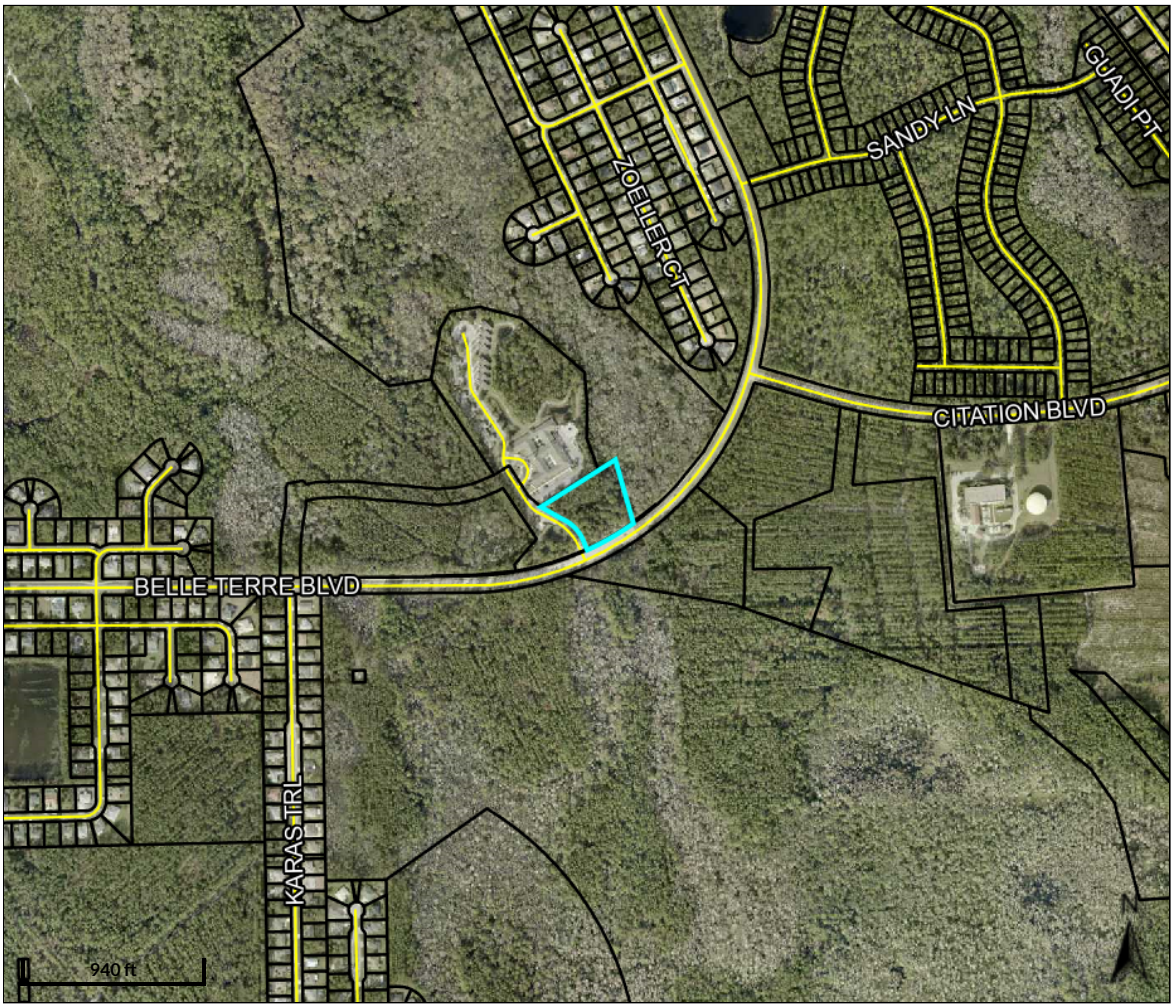
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PALM COAST, FL 32164

WISE CHOICE CUSTOM HOMES INC
77 SOUTH LAKE DRIVE
PALM COAST, FL 32137

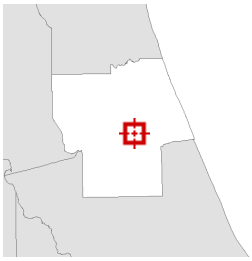
YEMELYANOV ALEXANDER M
& ALLA A H&W
208 HOOKS MILL ROAD
AMERICUS, GA 31709

YEMELYANOV ALEXANDER M
208 HOOKS MILL ROAD
AMERICUS, GA 31709

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	19-12-31-4120-00T20-0000	**Owner**	OARE ASSOCIATES LLC C/O SHUFFIELD, LOWMAN & WILSON, P.A. P.O. BOX 612 DELAND, FL 32721
Prop ID	79730		
Class Code	TIMBERLAND 80-89		
Taxing District	61		
GIS sqft	102,793.208	**Physical Address**	n/a

Land Value	$0
Ag Land Value	$406
Building Value	$0
Misc Value	$0
Just Value	$80,380
Assessed Value	$406
Exempt Value	$0
Taxable Value	$406

Last 2 Sales

Date	Price	Reason	Qual
n/a	0	n/a	n/a
n/a	0	n/a	n/a

Date created: 1/12/2026
Last Data Uploaded: 1/11/2026 8:03:18 PM

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BELLE TERRE HOLDINGS LLC
36 CHARMING WAY
LAKEWOOD, NJ 08701

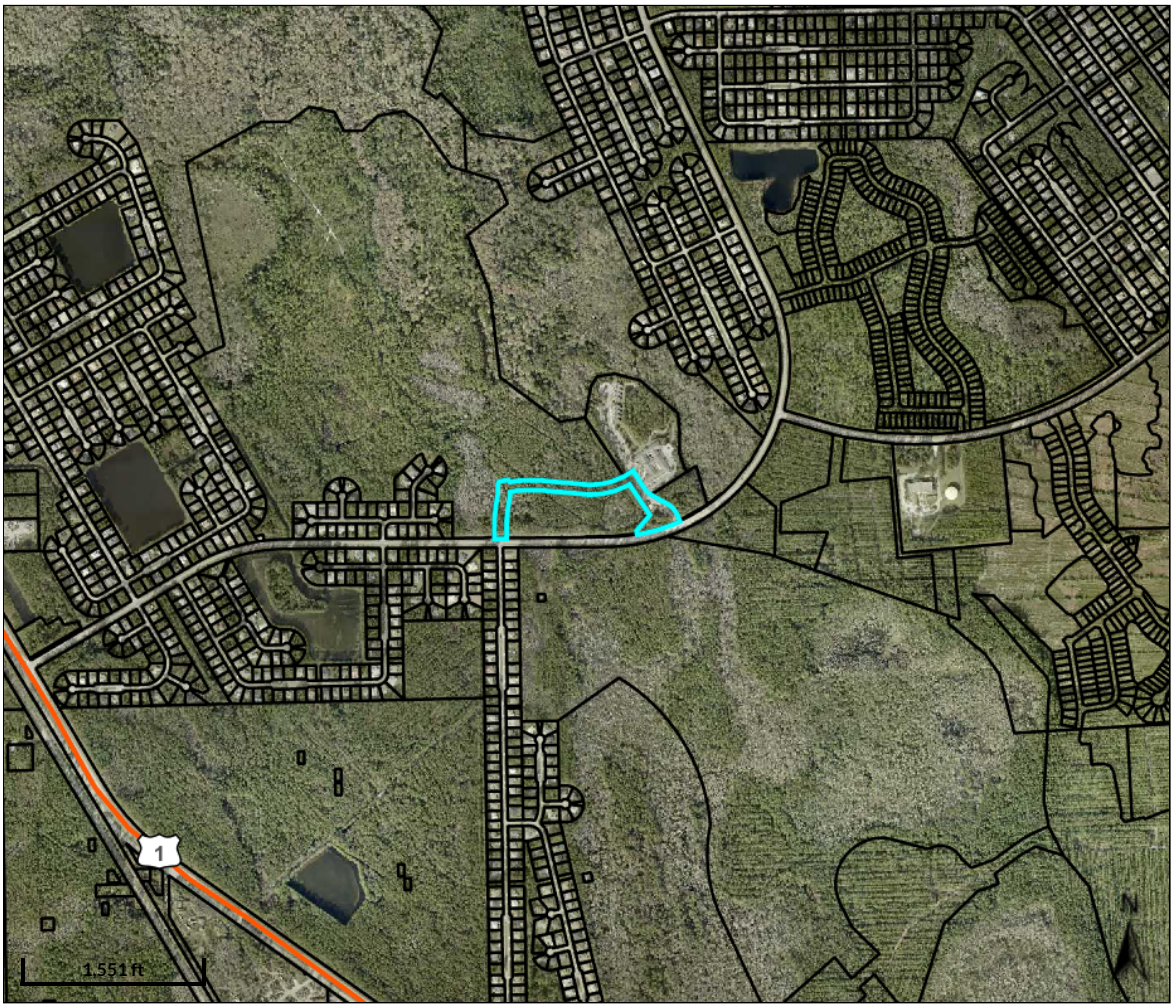
CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

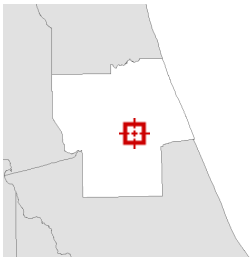
OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, P
P.O. BOX 612
DELAND, FL 32721

VS PALM COAST LLC
260 EAST BROWN STREET STE 250
BIRMINGHAM, MI 48009

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	19-12-31-4110-00T10-0000	**Owner**	OARE ASSOCIATES LLC C/O SHUFFIELD, LOWMAN & WILSON, P.A. P.O. BOX 612 DELAND, FL 32721
Prop ID	79729		
Class Code	TIMBERLAND 80-89		
Taxing District	61		
GIS sqft	209,928.424	**Physical Address**	n/a

Land Value	$9,650
Ag Land Value	$672
Building Value	$0
Misc Value	$10,617
Just Value	$34,567
Assessed Value	$20,939
Exempt Value	$0
Taxable Value	$20,939

Last 2 Sales

Date	Price	Reason	Qual
n/a	0	n/a	n/a
n/a	0	n/a	n/a

Date created: 1/12/2026
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ALRIDGE DIAMOND
& MARCUS H&W
118 KARAS TRAIL
PALM COAST, FL 32164

ARRUDA DENISE E & RUSSELL J W&H L
15 KATHYRN PLACE
PALM COAST, FL 32164

BAER LEWIS W &
JUDITH E H&W
20 KATHRYN PLACE
PALM COAST, FL 32164

BAER STACEY W
10 KAINITE COURT
PALM COAST, FL 32164

BALASUNDRAM REUBEN S
113 KARAS TRAIL
PALM COAST, FL 32164

BEATY ADAM &
RACHEL ORD JTWROS
811 FRANKLIN AVE
SOUTH PLAINFIELD, NJ 07080

BELLE TERRE HOLDINGS LLC
36 CHARMING WAY
LAKEWOOD, NJ 08701

BRASLAVSKIY MIKHAIL
79 AVENUE U #28
BROOKLYN, NY 11223

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

DERILUS FRANTZ
120 SW SEA LION RD
PORT ST LUCIE, FL 34953

FERREIRA BRIAN & MARIA FERREIRA J
1 EASTWICK PLACE
PALM COAST, FL 32164

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

GLASER ROBERT A
24 NORTHVIEW RD
NEW PROVIDENCE, NJ 07974

GOLDBERG DAVID S & AMANDA J
RASLOWSKY H&W
116 KARAS TRAIL
PALM COAST, FL 32164

GUERCIN VITALINE
& SANDRA GUERCIN JTWROS
115 KARAS TRAIL
PALM COAST, FL 32164

GULPE VLADIMIR & TATIANA H&W
22 EMPIRE DRIVE
BRADFORD ONTARIO CANADA L3Z 4J1,

HERNANDEZ FELIX MARIO & MARIA ELI
8 KAINITE COURT
PALM COAST, FL 32164

HUERTA JUAN G
& JENNIFER M H&W
17 KATHRYN PLACE
PALM COAST, FL 32164

KUZHEL ANGELA
18 KATHRYN PLACE
PALM COAST, FL 32164

MUNSEY DAVID E & ALICE M H&W
111 KARAS TRAIL
PALM COAST, FL 32164

NUNEZ ALBERT SR & ALEXANDRIA H&V
21 KATHRYN PLACE
PALM COAST, FL 32164

OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, P
P.O. BOX 612
DELAND, FL 32721

OWENS DEBORA
4 KAINITE COURT
PALM COAST, FL 32164

PLATZER RENATE
SHADY OAKS
3204 QUEEN PALM DRIVE
EDGEWATER, FL 32414

RODRIGUEZ ANGEL & CHRISTINE H&W
117 KARAS TRAIL
PALM COAST, FL 32164

RODRIGUEZ VILMA & JASMINE
FLORES FLORES JTWROS
110 KARAS TRAIL
PALM COAST, FL 32164

SKIDMORE RANDELL & VICKI E
SKIDMORE H&W
11 KAINITE PLACE
PALM COAST, FL 32164

STAPLETON LAWRENCE J & CHARLENE
1 KATHRYN COURT
PALM COAST, FL 32164

SWANSON BARBARA LOUISE
& YVONNE MARIE AMC
9 KATHRYN PL
PALM COAST, FL 32164

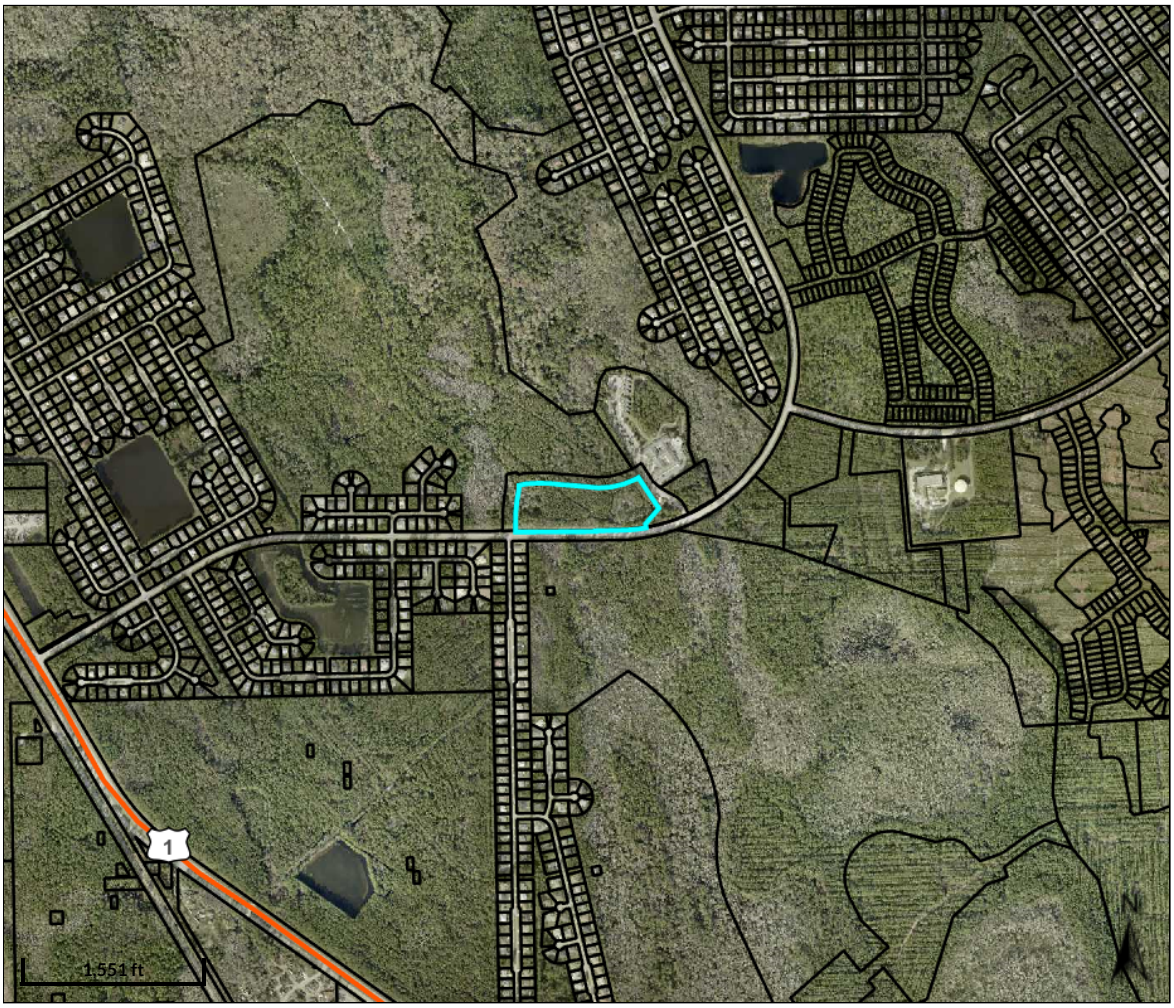
TAYLOR WAYNE L
9 KAINITE PLACE
PALM COAST, FL 32164

VS PALM COAST LLC
260 EAST BROWN STREET STE 250
BIRMINGHAM, MI 48009

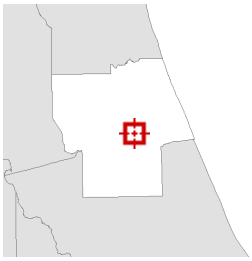
WEICHAND LISA R
19 KATHRYN PL
PALM COAST, FL 32164

YEATTS THOMAS EUGENE &
MELANIE K H&W LIFE ESTATE
10 KAINITE PLACE
PALM COAST, FL 32164

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	19-12-31-4130-00T30-0000	**Owner**	OARE ASSOCIATES LLC C/O SHUFFIELD, LOWMAN & WILSON, P.A. P.O. BOX 612 DELAND, FL 32721
Prop ID	79731		
Class Code	TIMBERLAND 80-89		
Taxing District	61		
GIS sqft	418,987.674	**Physical Address**	n/a

Land Value	$0
Ag Land Value	$1,410
Building Value	$0
Misc Value	$0
Just Value	$266,590
Assessed Value	$1,410
Exempt Value	$0
Taxable Value	$1,410

Last 2 Sales

Date	Price	Reason	Qual
n/a	0	n/a	n/a
n/a	0	n/a	n/a

Date created: 1/12/2026
Last Data Uploaded: 1/11/2026 8:03:18 PM

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ALRIDGE DIAMOND
& MARCUS H&W
118 KARAS TRAIL
PALM COAST, FL 32164

ARRUDA DENISE E & RUSSELL J W&H I
15 KATHYRN PLACE
PALM COAST, FL 32164

BALASUNDRAM REUBEN S
113 KARAS TRAIL
PALM COAST, FL 32164

BEATY ADAM &
RACHEL ORD JTWROS
811 FRANKLIN AVE
SOUTH PLAINFIELD, NJ 07080

BELLE TERRE HOLDINGS LLC
36 CHARMING WAY
LAKEWOOD, NJ 08701

BRASLAVSKIY MIKHAIL
79 AVENUE U #28
BROOKLYN, NY 11223

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

DERILUS FRANTZ
120 SW SEA LION RD
PORT ST LUCIE, FL 34953

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1 EASTWICK PLACE
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RASLOWSKY H&W
116 KARAS TRAIL
PALM COAST, FL 32164

GUERCIN VITALINE
& SANDRA GUERCIN JTWROS
115 KARAS TRAIL
PALM COAST, FL 32164

GULPE VLADIMIR & TATIANA H&W
22 EMPIRE DRIVE
BRADFORD ONTARIO CANADA L3Z 4J1,

HUERTA JUAN G
& JENNIFER M H&W
17 KATHRYN PLACE
PALM COAST, FL 32164

KUZHEL ANGELA
18 KATHRYN PLACE
PALM COAST, FL 32164

MUNSEY DAVID E & ALICE M H&W
111 KARAS TRAIL
PALM COAST, FL 32164

NUNEZ ALBERT SR & ALEXANDRIA H&W
21 KATHRYN PLACE
PALM COAST, FL 32164

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C/O SHUFFIELD, LOWMAN & WILSON, P
P.O. BOX 612
DELAND, FL 32721

RODRIGUEZ ANGEL & CHRISTINE H&W
117 KARAS TRAIL
PALM COAST, FL 32164

RODRIGUEZ VILMA & JASMINE
FLORES FLORES JTWROS
110 KARAS TRAIL
PALM COAST, FL 32164

SKIDMORE RANDELL & VICKI E
SKIDMORE H&W
11 KAINITE PLACE
PALM COAST, FL 32164

VS PALM COAST LLC
260 EAST BROWN STREET STE 250
BIRMINGHAM, MI 48009

WEICHAND LISA R
19 KATHRYN PL
PALM COAST, FL 32164

SINGLE FAMILY
SUMMARY TOTALS:
- 98 - TOWNHOMES
- 144 - 40' LOTS
- 195 - 50' LOTS
- 32 - 60' LOTS

469 LOTS TOTAL

APRIL 28, 2026

300'

PROPOSED BORROW PIT ACCESS ROAD

PROPOSED BORROW PIT

ZAUN TRAIL

20' STABILIZED EMERGENCY ACCESS ROAD

PHASE 4 AGE RESTRICTED
ACTIVE ADULT
- 22 - 40' LOTS (18%)
- 70 - 50' LOTS (58%)
- 28 - 60' LOTS (23%)

120 LOTS TOTAL

WILDLIFE CROSSING

PHASE 3 AGE RESTRICTED
ACTIVE ADULT
- 70 - 40' LOTS (71%)
- 24 - 50' LOTS (24%)
- 4 - 60' LOTS (4%)

98 LOTS TOTAL

ZONAL COURT

20' STABILIZED EMERGENCY ACCESS ROAD

ZONAL GERANIUM TRAIL

GATED ACCESS TO AGE RESTRICTED ACTIVE ADULT

WILDLIFE CROSSING

UPLAND AREA: 155.45 Ac.
WETLAND IMPACTS: 7.68 Ac.

PHASE 2
SINGLE FAMILY
- 26 - 40' LOTS (17%)
- 28 - 50' LOTS (18%)

MULTI FAMILY
- 98 - TOWNHOME LOTS (64%)

152 LOTS TOTAL

WILDLIFE CROSSING

WILDLIFE CROSSING

WILDLIFE CROSSING

PHASE 1
- 26 - 40' LOTS (26%)
- 73 - 50' LOTS (74%)

99 LOTS TOTAL

50' R/W COLLECTOR ROAD

BELLE TERRE BOULEVARD

TRAFFIC IMPACT ASSESSMENT

MAGNOLIA TRACE
For
GREENPOINTE DEVELOPERS, LLC

PALM COAST, FLORIDA

ETM No. 22-233

SUBMITTED BY

14775 Old St. Augustine Road
Jacksonville, FL 32258
Phone: 904.642.8990
Fax: 904.646.9485

April 27th, 2026

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THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:
THOMAS L. HATCHER, P.E., PTOE, PTP
FLORIDA PE NUMBER 93298

Software: Cube Version 6.4.5, CFRPM v7, ArcGIS v. 10.6, Synchro/Sim Traffic v. 12,

This work is intended solely for Greenpointe Developers, LLC and the City of Palm Coast. The scope of work and related responsibilities is as defined in the Client Contract. Any use which a third party makes of the work, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. Decisions made or actions taken as a result of our work shall be the responsibility of the parties directly involved in the decisions or actions.

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Appendix B – CFRPMv7 Distribution Plots

Appendix C – COPC Transportation Facility Status Report (2023)

Appendix D – Traffic Count Data

Appendix E – SR-100 at Belle Terre Blvd Signal Timing Plan

Appendix F – FTO Seasonal Factor Report

Appendix G – Intersection Volume Calculations

Appendix H – Existing Traffic Conditions – Synchro Printouts

Appendix I – Growth Rate Calculations and Corresponding AADT Sheets

Appendix J – Background Traffic Conditions – Synchro Printouts

Appendix K – Phase 1 Volume Calculations and Synchro Printouts

Appendix L – Total Buildout Traffic Conditions – Synchro Printouts

Appendix M – Signal Warrant Analysis

Appendix N – COPC Turn Lane Guidelines November 2020

Introduction

The purpose of this traffic impact assessment is to evaluate the potential traffic impacts associated with the proposed Magnolia Trace development, which is located in the southern portion of the City of Palm Coast (COPC), south of SR-100, east of US-1, and west of the Flagler Executive Airport. The project is anticipated to be fully developed and occupied by 2031 and is expected to consist of approximately 135 single-family dwelling units, 98 multifamily townhomes, 209 active adult housing units, and approximately 35,000 square feet of retail space. Phase 1 of the development is proposed to include 99 single-family dwelling units. **Figure 1** illustrates the project location, **Figure 2** depicts the conceptual site plan, and **Table 1** summarizes the proposed development schedule for the project.

Table 1
Magnolia Trace
Development Program

Land Use	ITE Land Use Code	Quantity	Units	Year
Phase 1				
Single-family Housing	210	99	Dwelling Units	2031
Total Buildout (Phase 1 Included)				
Single-family Housing	210	135	Dwelling Units	2031
Multifamily Housing (Low Rise)	220	98	Dwelling Units	2031
Senior Adult Housing Single-Family	251	209	Dwelling Units	2031
Strip Retail Plaza <40KSF	822	35,000	Square Feet	2031

*Note: Buildout year is an estimate and influenced by market conditions.
**Source: England, Thims & Miller, Inc.

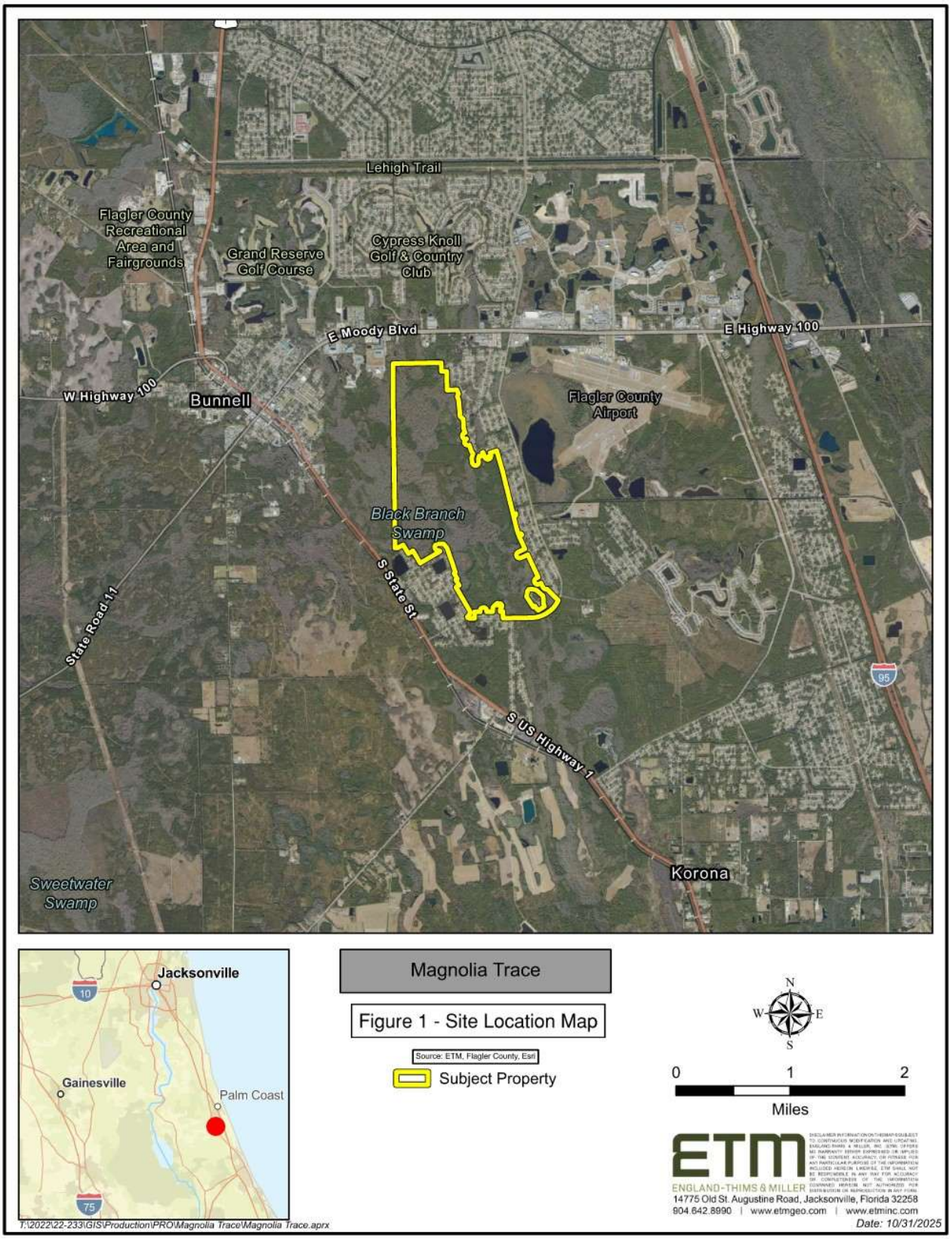

Lehigh Trail
Flagler County Recreational Area and Fairgrounds
Grand Reserve Golf Course
Cypress Knoll Golf & Country Club
E Moody Blvd
E Highway 100
W Highway 100
Bunnell
Flagler County Airport
Black Branch Swamp
S State St
State Road 11
S US Highway 1
Korona
Sweetwater Swamp
95
Jacksonville
10
Gainesville
Palm Coast
75
Magnolia Trace
Figure 1 - Site Location Map
Source: ETM, Flagler County, Esri
Subject Property
N
W
E
S
0
1
2
Miles
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com
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Date: 10/31/2025



Figure 2 - Conceptual Site Plan

Study Methodology

The traffic impact analysis has been prepared in accordance with the approved study methodology, which was submitted to the City of Palm Coast on November 4, 2025, and is included in **Appendix A**. Consistent with the approved methodology, a minimum annual traffic growth rate of 1 percent was applied, and the study area for projects generating more than 100 net new external PM peak hour trips was defined to include roadway segments where the project is anticipated to consume three percent (3%) or more of the adopted maximum service volume (MSV). **Table 2** and **Table 3** present the estimated project trip generation for Phase 1 and full buildout, respectively, using trip rates and equations from the *12th Edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual*. As a planned mixed-use development expected to incorporate commercial and residential land uses, the project is anticipated to generate internal capture and pass-by traffic; these trip components, along with the resulting gross project trip generation for a typical weekday and the AM and PM peak hours, are summarized in the referenced tables. Phase 1 is intended to utilize the existing Magnolia Trace Boulevard access at Belle Terre Boulevard and is evaluated separately under Phase 1 buildout conditions.

Table 2
Magnolia Trace - Phase 1
Project Trip Generation Estimates

CFRPM7 TAZ	Land Use	ITE Land Use Code	Sq. Ft. or Number of Units	Indepen-dent Variable (Units)	Estimation Method (Rate or Equation)	Gross Trip Ends	Gross Trips			
							Entering		Exiting	
							%	Volume	%	Volume
Daily										
1364	Single-family Housing	210	99	Dwelling Units	T = 8.07(X) + 265.45	1,064	50%	532	50%	532
Total						***1,064***		***532***		***532***
AM Peak Hour										
1364	Single-family Housing	210	99	Dwelling Units	T = 0.67(X) + 5.59	72	27%	19	73%	53
Total						***72***		***19***		***53***
PM Peak Hour										
1364	Single-family Housing	210	99	Dwelling Units	Ln(T) = 0.92 Ln(X) + 0.33	95	62%	59	38%	36
Total						***95***		***59***		***36***

Source: ITE Trip Generation Manual 12th Edition

Table 3
Magnolia Trace - Total Buildout
Project Trip Generation Estimates

CFRPM7 TAZ	Land Use	ITE Land Use Code	Sq. Ft. or Number of Units	Indepen-dent Variable (Units)	Estimation Method (Rate or Equation)	Gross Trip Ends	Gross Trips				Internal Capture		Pass-by		Net New External Trip Ends	Net New External Trip Ends			
							Entering		Exiting							Entering		Exiting	
							%	Volume	%	Volume	%	Volume	%	Volume		%	Volume	%	Volume
Daily																			
1364	Single-family Housing	210	135	Dwelling Units	T = 8.07(X) + 265.45	1,355	50%	678	50%	677	7%	93	0%	0	1,262	50%	631	50%	631
	Multifamily Housing (Low Rise)	220	98	Dwelling Units	T = 5.63(X) + 120.45	672	50%	336	50%	336	7%	46	0%	0	626	50%	313	50%	313
	Senior Adult Housing Single-Family	251	209	Dwelling Units	Ln(T) = 0.80 Ln(X) + 2.71	1,079	50%	540	50%	539	7%	74	0%	0	1,005	50%	503	50%	502
	Strip Retail Plaza <40KSF	822	35,000	Square Feet	T = 42.20(X) + 229.68	1,707	50%	854	50%	853	10%	171	40%	614	922	50%	461	50%	461
	Total					***4,813***		***2,408***		***2,405***	***8.0%***	***384***		***614***	***3,815***		***1,908***		***1,907***
AM Peak Hour																			
1364	Single-family Housing	210	135	Dwelling Units	T = 0.67(X) + 5.59	96	27%	26	73%	70	1%	1	0%	0	95	27%	26	73%	69
	Multifamily Housing (Low Rise)	220	98	Dwelling Units	T = 0.35(X) + 12.93	47	24%	11	76%	36	1%	1	0%	0	46	24%	11	76%	35
	Senior Adult Housing Single-Family	251	209	Dwelling Units	Ln(T) = 0.71 Ln(X) + 0.40	66	34%	22	66%	44	1%	1	0%	0	65	34%	22	66%	43
	Strip Retail Plaza <40KSF	822	35,000	Square Feet	T= 3.93(X)	138	55%	76	45%	62	2%	3	40%	54	81	55%	45	45%	36
	Total					***347***		***135***		***212***	***1.7%***	***6***		***54***	***287***		***104***		***183***
PM Peak Hour																			
1364	Single-family Housing	210	135	Dwelling Units	Ln(T) = 0.92 Ln(X) + 0.33	127	62%	79	38%	48	12%	16	0%	0	111	62%	69	38%	42
	Multifamily Housing (Low Rise)	220	98	Dwelling Units	T = 0.48(X) + 7.35	54	62%	33	38%	21	12%	7	0%	0	47	62%	29	38%	18
	Senior Adult Housing Single-Family	251	209	Dwelling Units	Ln(T) = 0.79 Ln(X) + 0.15	79	61%	48	39%	31	12%	10	0%	0	69	61%	42	39%	27
	Strip Retail Plaza <40KSF	822	35,000	Square Feet	Ln(T) = 0.68 Ln(X) + 2.77	179	50%	90	50%	89	18%	32	40%	59	88	50%	44	50%	44
	Total					***439***		***250***		***189***	***14.8%***	***65***		***59***	***315***		***184***		***131***

Source: ITE Trip Generation Manual 12th Edition

Significance Analysis

A select link analysis was conducted for a new traffic analysis zone (TAZ 1364) that contains the land use data for Magnolia Trace added to the 2030 data set for version 7 of the *Central Florida Regional Planning Model (CFRPMv7)*. The distribution of project traffic was calculated and used to determine where the project is expected to consume three percent (3%) or more of the adopted MSV. Project traffic distribution was obtained from CFRPMv7 model outputs, with supporting traffic distribution printouts provided in **Appendix B**. The project traffic distribution was applied to the external traffic generated by the Magnolia Trace development to estimate project-related traffic volumes on each roadway segment in the project vicinity. These volumes were then compared to the adopted maximum service volume (MSV) to determine whether the project is expected to consume three percent (3%) or more of the MSV on each roadway segment. **Table 4** illustrates these calculations and whether Magnolia Trace is significant. **Appendix C** contains the *2023 Transportation Facility Status Report for the City of Palm Coast (TFS 2023)* used in the analysis as there is not currently PM peak hour information for the 2025 version.

Table 4
Magnolia Trace
Significance Calculations

Link	Roadway	Segment	Typical Section	Maintaining Agency	LOS STD	Peak Hour MSV	Project Traffic Distribution	PM Peak Hour		
								Project Traffic	Percent MSV	Significant (≥ 3%)
1260	Belle Terre Pkwy	East Hampton Boulevard to SR 100	4ln - Div	COPC	D	3,580	21.64%	68	1.90%	NO
1263	Belle Terre Blvd	SR 100 to Zebulas Trl	4ln - Div	COPC	D	2,170	43.75%	138	6.36%	YES
1265	Belle Terre Blvd	Zebulas Trail to Zaun Trail	4ln - Div	COPC	D	2,170	44.22%	139	6.41%	YES
1270	Belle Terre Blvd	Zaun Trail to Citation Pkwy	4ln - Div	COPC	D	2,170	43.31%	136	6.27%	YES
1275	Belle Terre Blvd	Citation Pkwy to US 1	4ln - Div	COPC	D	2,170	52.27%	165	7.60%	YES
3325	Seminole Woods Pkwy	SR 100 to Ulaturn Place	4ln - Div	COPC	D	5,900	0.00%	0	0.00%	NO
3300	Seminole Woods Pkwy	Ulaturn Place to Citation Pkwy	4ln - Div	COPC	D	5,900	0.00%	0	0.00%	NO
3310	Seminole Woods Pkwy	Citation Pkwy to Sesame Blvd	2-ln - UnDiv	COPC	D	2,170	1.55%	5	0.23%	NO
3305	Seminole Woods Pkwy	Sesame Blvd to US 1	2-ln - UnDiv	COPC	D	2,170	2.59%	8	0.37%	NO
3320	Sesame Boulevard	Seminole Woods Pkwy to terminus	2-ln - UnDiv	COPC	D	2,170	0.43%	1	0.05%	NO
3515	State Road 100	Seminole Woods Pkwy to Bulldog Drive	4ln - Div	FDOT	D	3,580	15.07%	47	1.31%	NO
3510	State Road 100	Bulldog Drive to Landing Blvd	4ln - Div	FDOT	D	3,580	20.03%	63	1.76%	NO
3505	State Road 100	Landing Blvd to Belle Terre Pkwy	4ln - Div	FDOT	D	3,580	20.67%	65	1.82%	NO
3500	State Road 100	Belle Terre Pkwy to Palm Coast City Limits	4ln - Div	FDOT	D	3,580	1.44%	5	0.14%	NO
3725	US1 (SR5)	Royal Palms Parkway to Espanola Road	4ln - Div	FDOT	D	3,580	0.36%	1	0.03%	NO
101	US1 (SR5)	Palm Coast City Limit to Belle Terre Pkwy	4ln - Div	FDOT	D	3,580	9.48%	30	0.84%	NO
3750	US1 (SR5)	Belle Terre Pkwy to DuPont Rd	4ln - Div	FDOT	D	3,580	42.79%	135	3.77%	YES
3755	US1 (SR5)	DuPont Rd to Seminole Woods Pkwy	4ln - Div	FDOT	D	3,580	37.08%	117	3.27%	YES
235	US1 (SR5)	Seminole Woods Pkwy to Palm Coast City Limit	4ln - Div	FDOT	D	3,580	34.28%	108	3.02%	YES

Source: FDOT Quality/Level of Service Handbook, CFRPMv7

= Significantly Impacted Link

Study Area

As prior indicated in **Table 4**, the following roadway segment and intersections are significantly impacted by the project and were included in this analysis.

Roadway Segments

- Belle Terre Boulevard from SR 100 to Zebulas Trail
- Belle Terre Boulevard from Zebulas Trail to Zaun Trail
- Belle Terre Boulevard from Zaun Trail to Citation Parkway
- Belle Terre Boulevard from Citation Parkway to US 1
- US 1 from Belle Terre Parkway to Dupont Road
- US 1 from Dupont Road to Seminole Woods Parkway
- US 1 from Seminole Woods Parkway to the Palm Coast City Limits

Intersections

- Belle Terre Boulevard and SR 100
- Belle Terre Boulevard and US 1
- Belle Terre Boulevard and Citation Boulevard

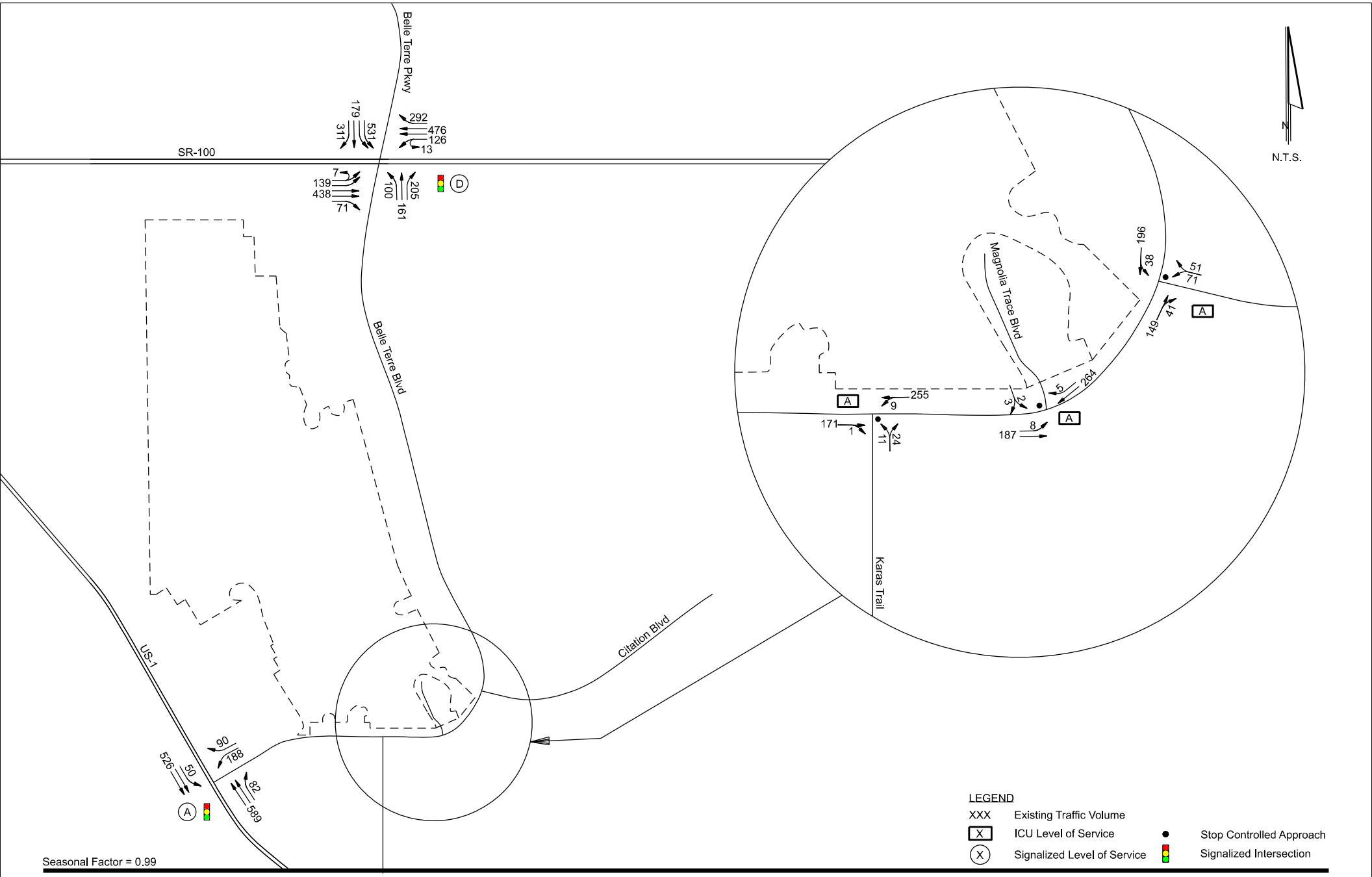
Inventory of Existing Conditions

Traffic counts at the existing intersections within the study area were collected on Tuesday, October 14, 2025, for both the AM and PM peak hours. Copies of the traffic count data are included in **Appendix D**. **Table 5** presents the existing PM peak hour traffic volumes on the adjacent segments of Belle Terre Parkway and US-1, along with the corresponding levels of service based on the most recent COPC TFS (2023). **Figure 3** and **Figure 4** illustrate the existing AM and PM peak hour turning movement volumes, respectively, at the study area intersections, along with the lane configurations and corresponding levels of service. Operational conditions were evaluated in accordance with the methodologies outlined in the *7th Edition of the Highway Capacity Manual (HCM)* using *Synchro/SimTraffic* software based on available lane configuration, traffic volume, and signal timing data. The existing signal timing plan for SR-100 at Belle Terre Boulevard was incorporated into the Synchro model based on discussion with COPC and is provided in **Appendix E**. Traffic counts were adjusted using an appropriate seasonal factor, and the FDOT Seasonal Factor Report is provided in **Appendix F**. These conversions along with all other volume calculations are presented in **Appendix G**. As shown, the analyzed intersections are currently operating at acceptable levels of service. Copies of the Synchro output files for existing conditions are included in **Appendix H**.

Table 5
Magnolia Trace
Existing Segment Analysis

Roadway	Segment	LOS STD	PM Peak Hour		
			MSV (vph)	Existing Vol 2023 (vph)	Level of Service
Belle Terre Blvd	SR 100 to Zebulas Trl	D	2,170	1,019	C
Belle Terre Blvd	Zebulas Trail to Zaun Trail	D	2,170	843	C
Belle Terre Blvd	Zaun Trail to Citation Parkway	D	2,170	679	B
Belle Terre Blvd	Citation Pkwy to US 1	D	2,170	640	B
US1 (SR5)	Belle Terre Pkwy to DuPont Rd	D	3,580	1,959	C
US1 (SR5)	DuPont Rd to Seminole Woods Pkwy	D	3,580	2,201	C
US1 (SR5)	Seminole Woods Pkwy to Palm Coast City Limit	D	3,580	2,005	C

Source: City of Palm Coast Transportation Facility Status Report, 2023

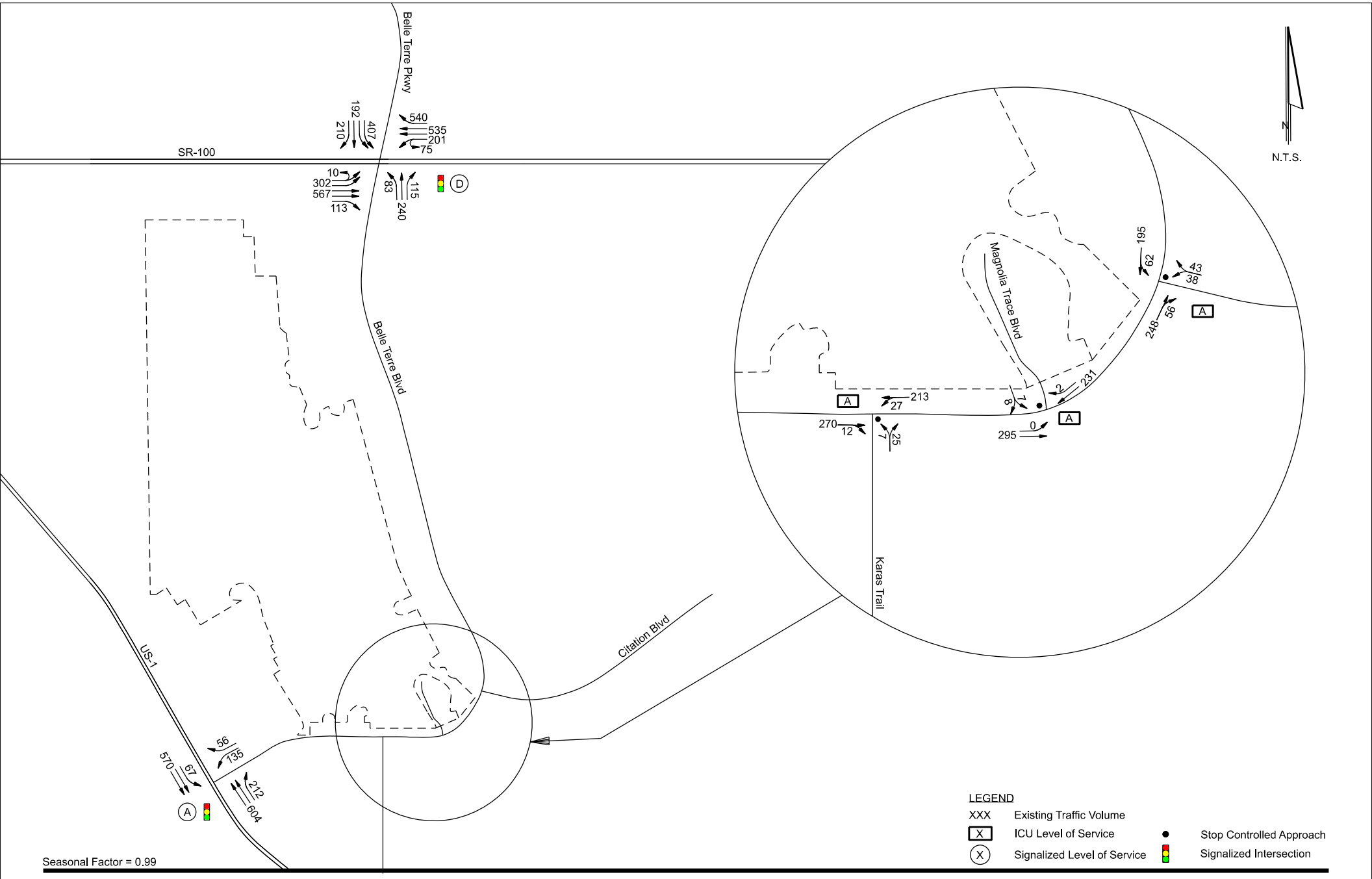


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Magnolia Trace Traffic Analysis

AM Peak Hour Existing Traffic Volumes

Figure 3



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Magnolia Trace Traffic Analysis

PM Peak Hour Existing Traffic Volumes

Figure 4

Growth Rate Calculations

Growth rates for the 2025 to 2031 analysis period were developed based on roadway jurisdiction and available data sources. For City of Palm Coast (COPC) roadways, growth rates were established using historical traffic data provided by the City in combination with iterative 2025 AADT estimates to develop representative annual growth trends. For non-City roadways, growth rates were derived from historical annual average daily traffic (AADT) data obtained from the *2024 Florida Traffic Online (FTO)* database. The *FDOT Traffic Trends Analysis Tool* was used to calculate historical growth rates from the available AADT data, with trend-based growth rates applied where the coefficient of determination (R^2) was greater than 0.70. If necessary, a minimum annual growth rate of 1 percent was applied, consistent with the approved study methodology. Supporting AADT data, *COPC historical data*, and *FDOT Traffic Trends Analysis Tool* outputs are provided in **Appendix I**. **Table 6** summarizes the adopted growth rates, including the historical annual growth and corresponding growth factors (GF) for each roadway segment where the project is significant or that serves as an approach to a study intersection.

Table 6
Magnolia Trace
Growth Rate Summary

Roadway Segment		Link # or Site #	2017 AADT	2018 AADT	2019 AADT	2020 AADT	2021 AADT	2022 AADT	2023 AADT	2024 AADT	2025 AADT	Annual Percentage Growth Calculated	Growth Factor 2025-2031 (Intersection Approaches)
Belle Terre Blvd	Citation Parkway to US 1	1275	3,800	3,800	3,800	4,038	4,275	4,288	4,301	4,667	5,032	4.32%	1.2889
Belle Terre Blvd	Zaun Trail to Citation Parkway	1270	4,000	4,000	4,000	4,470	4,939	5,118	5,297	5,671	6,044	7.51%	1.5442
Belle Terre Blvd	SR 100 to Zebulas Trail	1263	8,400	8,400	8,400	8,525	8,650	9,002	9,353	9,600	9,846	2.47%	1.1577
Belle Terre Pkwy	East Hampton Boulevard to SR 100	1260	22,000	22,000	22,000	25,535	29,069	27,232	25,394	26,525	27,655	2.43%	1.1549
SR-100	W of Belle Terre Blvd	730054	15,700	15,000	12,600	12,400	12,400	15,400	16,200	16,600	N/A	1.52%	1.0947
SR-100	E of Belle Terre Blvd	730002	21,400	21,500	21,500	20,100	20,200	20,300	23,000	24,000	N/A	1.09%	1.0672
US1 (SR5)	S of SR 100	730301	11,400	12,100	11,800	11,600	11,600	12,400	13,000	13,400	N/A	1.70%	1.1064

AADT for COPC roadways was obtained from COPC 2023 Historical Data and 2025 ; odd years used directly and interpolated for even years

AADT for non-COPC roadways obtained from Florida Traffic Online

Growth rate obtain from FDOT Trends Analysis Tool

*Minimun Growth Rate 1% as approved in methodology

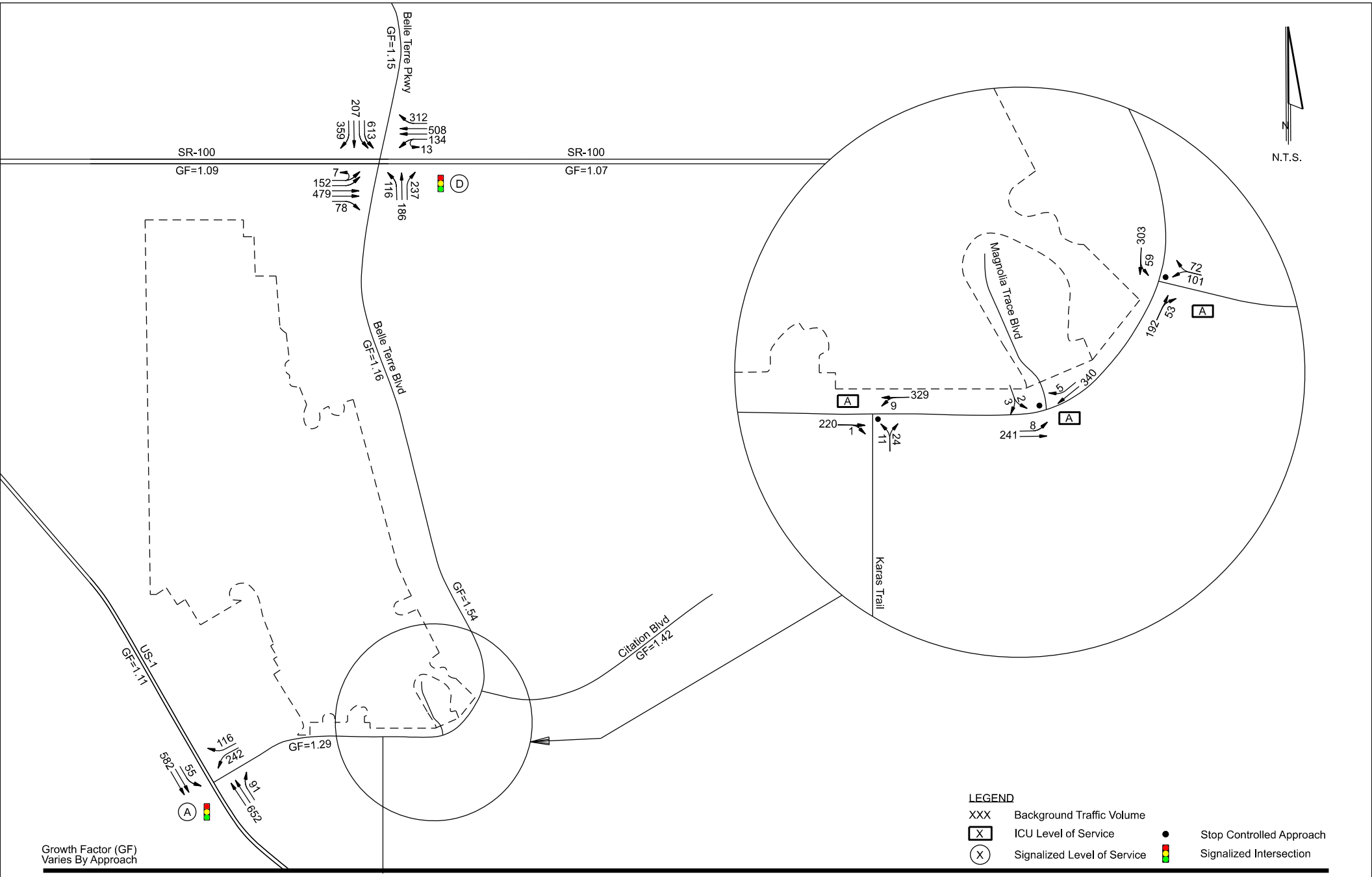
Background Traffic Estimates

The 2031 background traffic volumes for the analyzed roadway segments were developed by combining existing traffic volumes with vested trips for each segment where the project is significant. Existing segment volumes were obtained from the most recent *City of Palm Coast Transportation Facility Status (TFS) Report (2023)*, which is provided in **Appendix C**. **Table 7** summarizes the segment analysis, including maximum service volumes (MSV) from the TFS Report, existing traffic volumes, project vested trips, and resulting background traffic volumes. **Figure 5** and **Figure 6** illustrate the estimated AM and PM peak hour turning movement volumes at the study intersections under background conditions. Operational analyses for background conditions were conducted in accordance with the methodologies outlined in the *7th Edition of the Highway Capacity Manual* (HCM) using *Synchro/SimTraffic* software, with signal timing optimized to evaluate intersection performance. As shown, all analyzed segments are expected to operate at acceptable levels of service. **Appendix J** contains the *Synchro* output files for the background analysis.

Table 7
Magnolia Trace
Background Segment Analysis (2031)

Roadway	Segment	LOS Standard	PM Peak Hour				
			MSV (vph)	Existing Vol 2023 (vph)	Vested Trips (vph)	Bckg'd (vph)	Level of Service
Belle Terre Blvd	SR 100 to Zebulas Trl	D	2,170	1,019	179	1,198	C
Belle Terre Blvd	Zebulas Trail to Zaun Trail	D	2,170	843	167	1,010	C
Belle Terre Blvd	Zaun Trail to Citation Parkway	D	2,170	679	167	846	C
Belle Terre Blvd	Citation Pkwy to US 1	D	2,170	640	184	824	C
US1 (SR5)	Belle Terre Pkwy to DuPont Rd	D	3,580	1,959	490	2,449	C
US1 (SR5)	DuPont Rd to Seminole Woods Pkwy	D	3,580	2,201	281	2,482	C
US1 (SR5)	Seminole Woods Pkwy to Palm Coast City Limit	D	3,580	2,005	325	2,330	C

Source: City of Palm Coast Transportation Facility Status Report, 2023

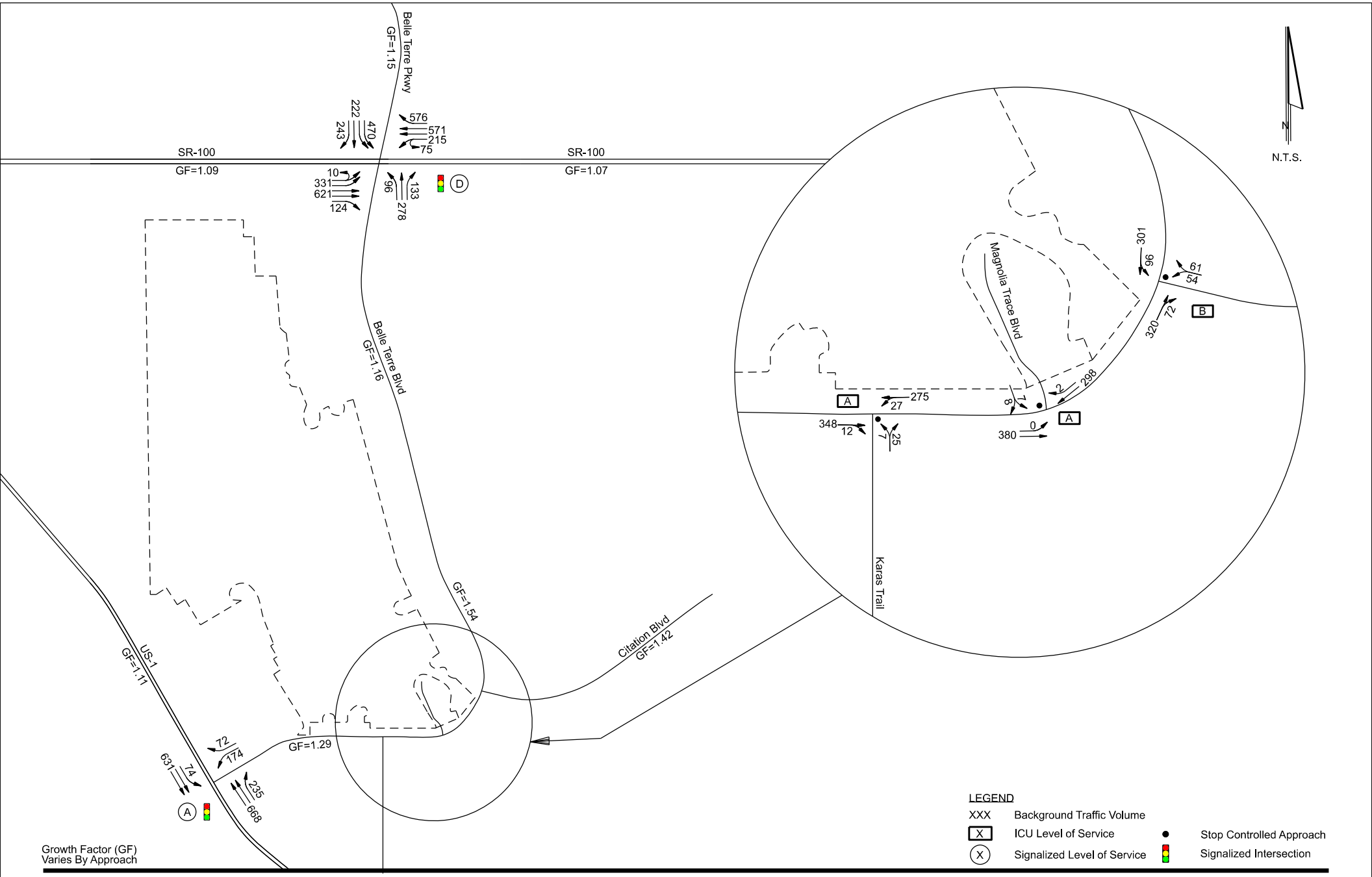


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Magnolia Trace Traffic Analysis

AM Peak Hour Background Traffic Volumes

Figure 5



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Magnolia Trace Traffic Analysis

PM Peak Hour Background Traffic Volumes

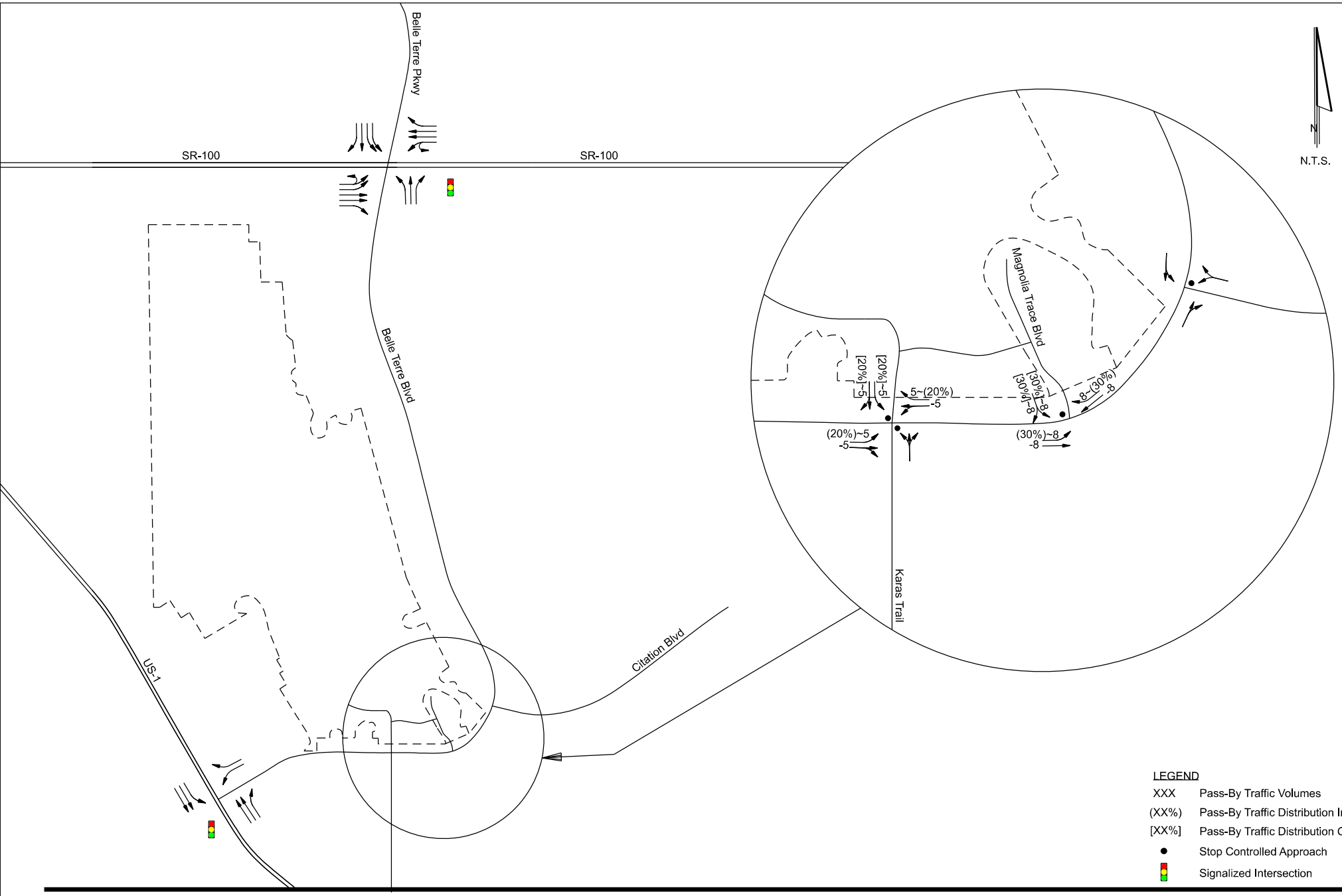
Figure 6

Trip Generation Estimates and Distribution Methodology

Project traffic was estimated using trip generation rates and equations contained in the *12th Edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual*. As discussed previously in the study methodology, **Table 3** presents the trip generation calculations for a typical weekday, as well as the AM and PM peak hours. The proposed development includes single-family residential, multifamily residential, active adult housing, and commercial land uses. The analysis accounts for internal capture and pass-by trips, with pass-by traffic applied to the two accesses serving the proposed commercial component. **Figure 7** and **Figure 8** illustrate the pass-by traffic volumes and associated distribution for the AM and PM peak hours, respectively, with the pass-by distribution determined based on engineering judgment. Total project traffic was then distributed and assigned to the surrounding roadway network based on traffic patterns derived from the *CFRPMv7.0* model as illustrated in **Figure 9.**

Phase 1 Buildout Conditions

Phase 1 of the proposed development consists of 99 single-family dwelling units. Trip generation for this phase was also summarized in **Table 2**. Project traffic was distributed using the same methodology and distribution patterns derived from the *CFRPMv7.0 model*. Traffic volumes were calculated consistent with the methodology applied to the study intersections to determine projected conditions. Detailed volume calculations for the Magnolia Trace Boulevard at Belle Terre Boulevard intersection are provided in **Appendix K**. Operational analysis using Synchro was conducted for this intersection only, as traffic volumes at all other study intersections are higher under total buildout conditions. Corresponding Synchro reports are included also in **Appendix K**. The project traffic distribution is illustrated in **Figure 10**, while **Figure 11** and **Figure 12** present the project and buildout traffic conditions for Phase 1 during the AM and PM peak hours, respectively.

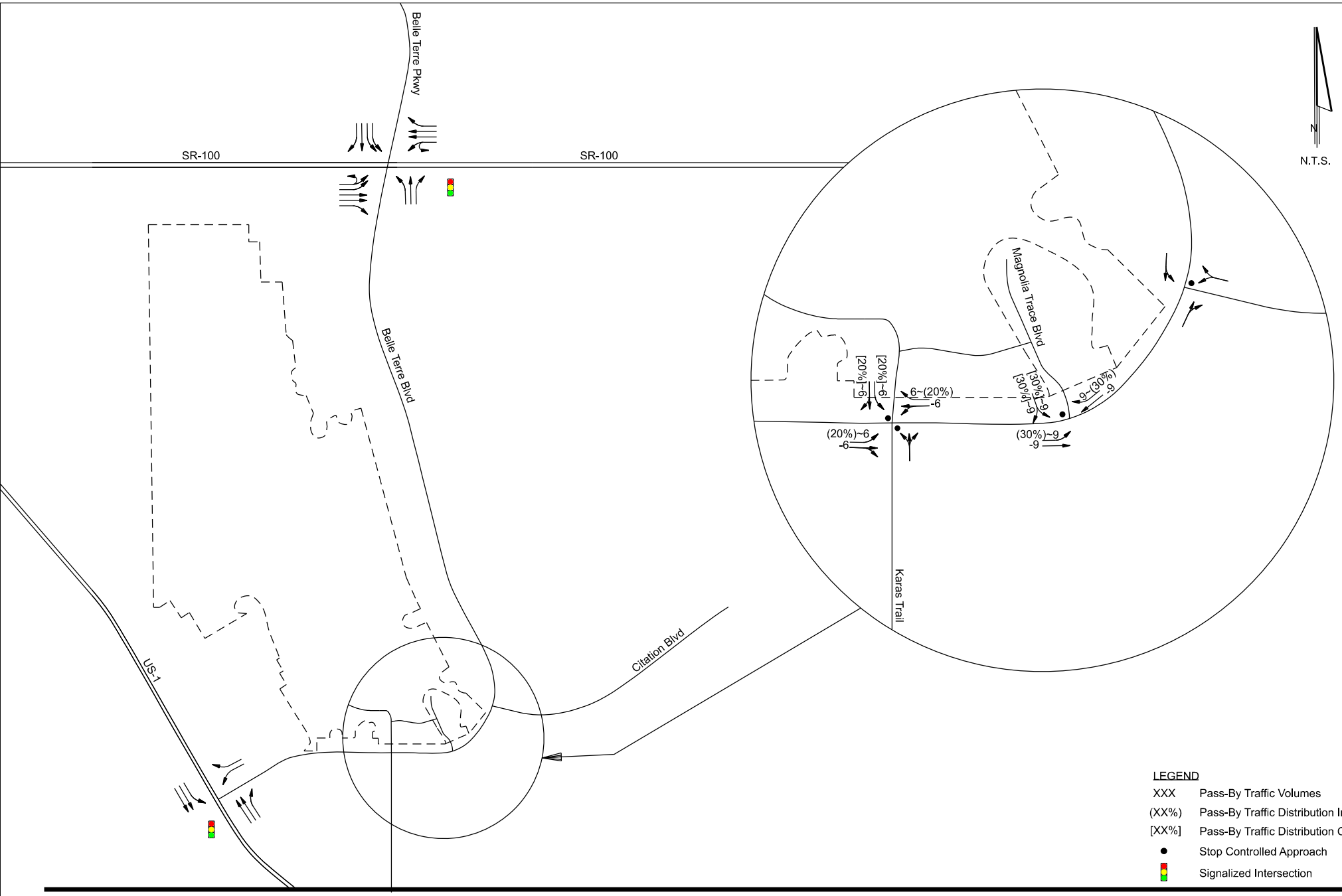


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Magnolia Trace Traffic Analysis

AM Pass-By Traffic And Distribution

Figure 7

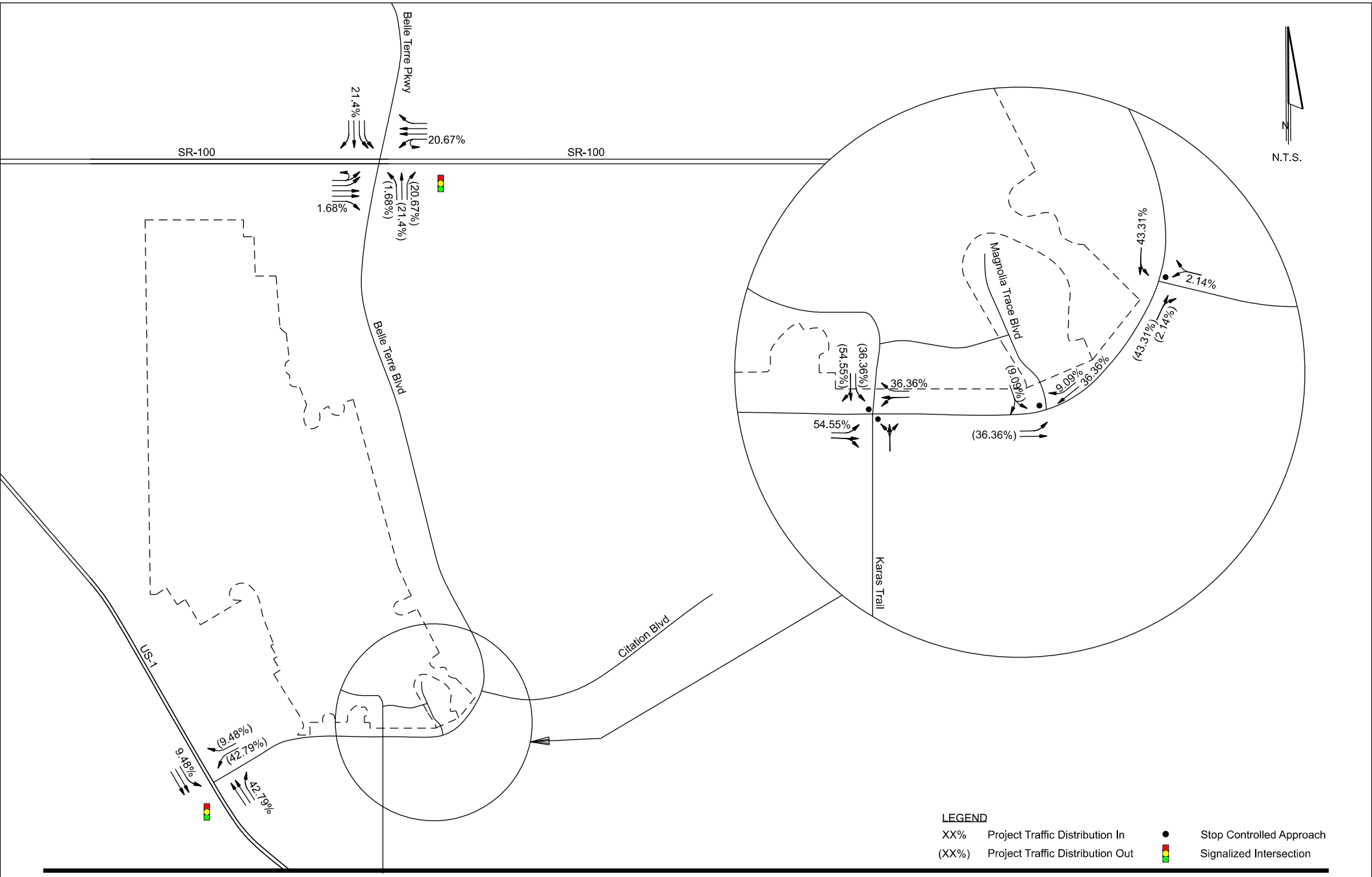


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Magnolia Trace Traffic Analysis

PM Pass-By Traffic And Distribution

Figure 8

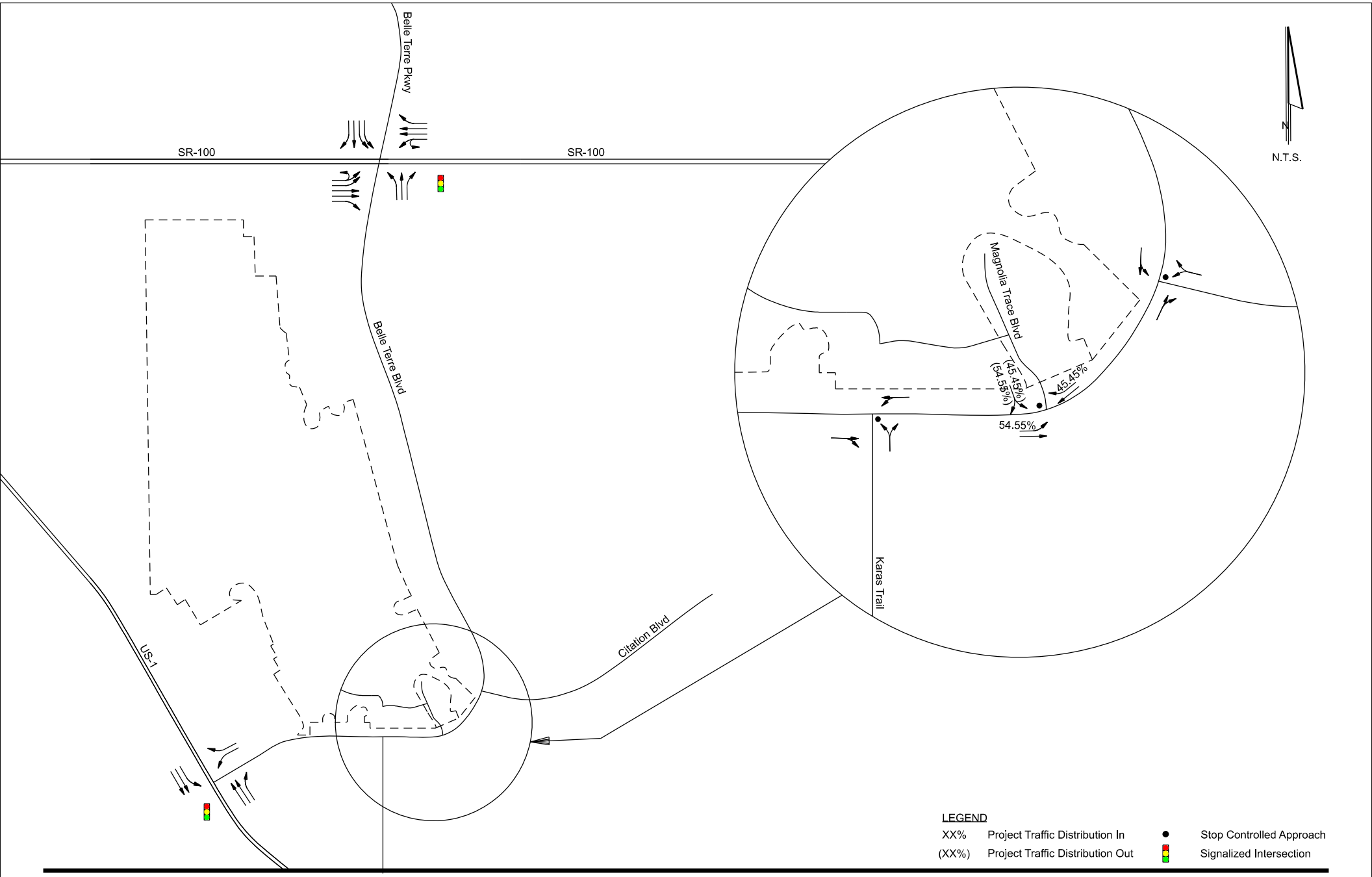


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FAX: (904) 646-9485
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Magnolia Trace Traffic Analysis

Project Traffic Distribution

Figure 9

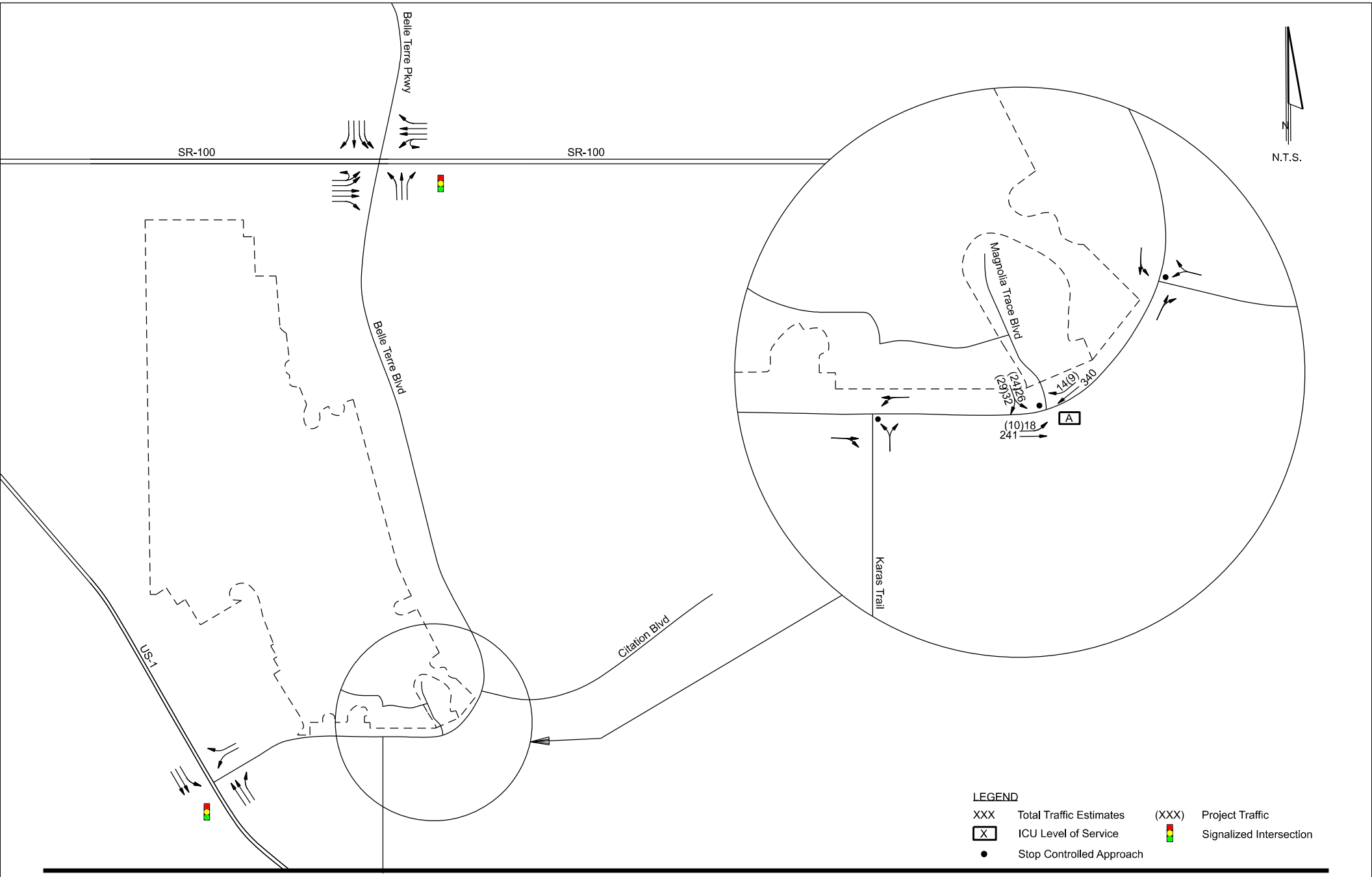


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Magnolia Trace Traffic Analysis

Phase 1 Project Traffic Distribution

Figure 10

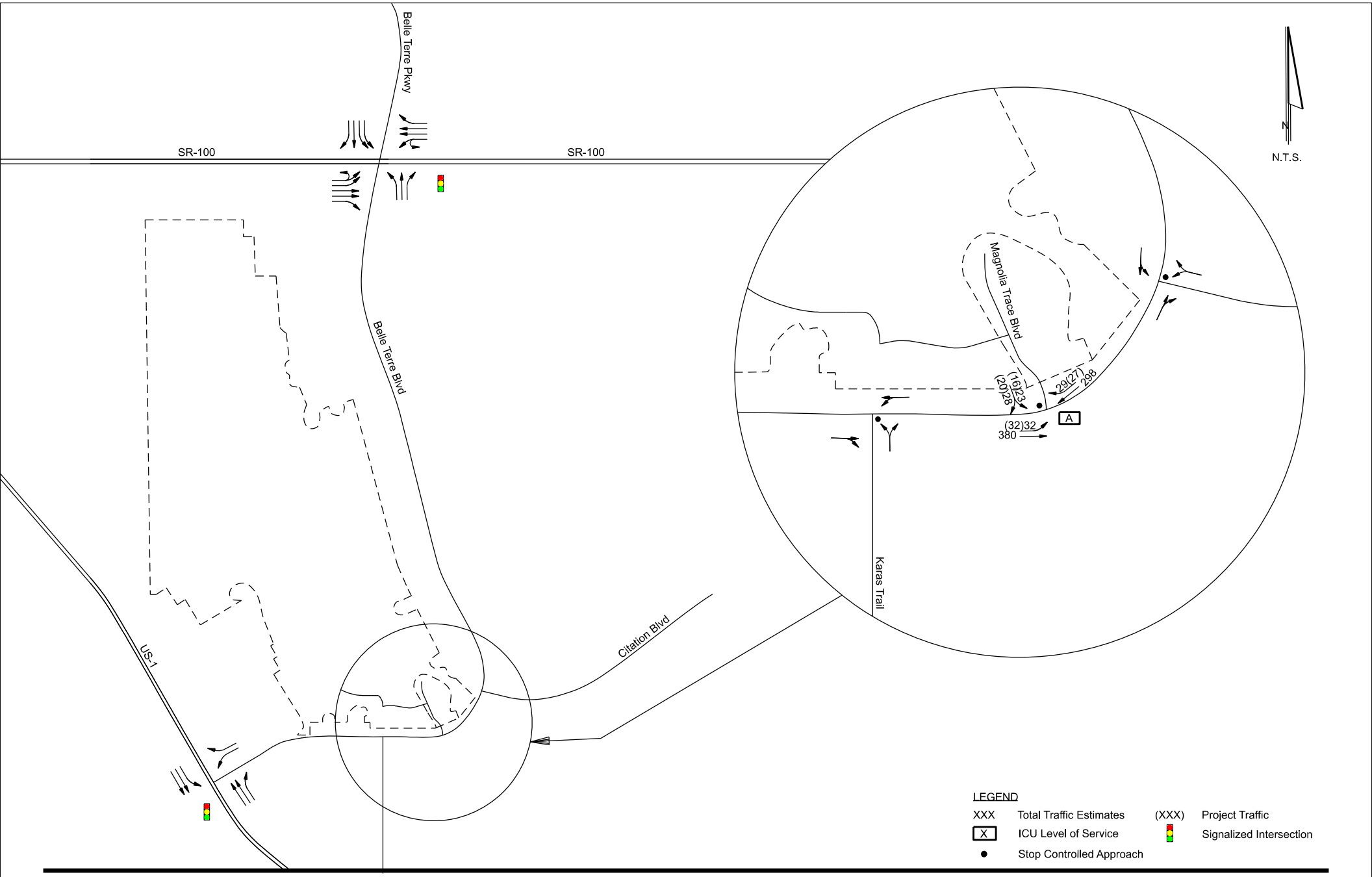


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Magnolia Trace Traffic Analysis

AM Peak Hour Phase 1 Total Traffic Volumes

Figure 11



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Magnolia Trace
Traffic Analysis

PM Peak Hour
Phase 1 Total Traffic
Volumes

Figure 12

Total Buildout Traffic Conditions

Table 8 illustrates the operating conditions on the significantly impacted roadway segment, with all segments and intersections expected to operate at an acceptable level of service. The AM and PM peak hour project traffic volumes are shown in **Figure 13** and **Figure 14**, respectively. **Figure 15** and **Figure 16** illustrate the estimated turning movement volumes at the study intersections for the total traffic conditions during the AM and PM peak hours, respectively. Signal timing plans were optimized as part of the analysis to reflect projected traffic conditions. Copies of the Synchro printouts for the total traffic conditions are included in **Appendix L**.

Table 8
Magnolia Trace
Buildout Segment Analysis (2031)

Roadway	Segment	LOS Standard	PM Peak Hour					
			MSV (vph)	Bckg'd (vph)	Distrib (%)	Project Trips (vph)	Total (vph)	Level of Service
Belle Terre Blvd	SR 100 to Zebulas Trl	D	2,170	1,198	43.75%	138	1,336	C
Belle Terre Blvd	Zebulas Trail to Zaun Trail	D	2,170	1,010	44.22%	139	1,149	C
Belle Terre Blvd	Zaun Trail to Citation Parkway	D	2,170	846	43.31%	136	982	C
Belle Terre Blvd	Citation Pkwy to US 1	D	2,170	824	52.27%	165	989	C
US1 (SR5)	Belle Terre Pkwy to DuPont Rd	D	3,580	2,449	42.79%	135	2,584	C
US1 (SR5)	DuPont Rd to Seminole Woods Pkwy	D	3,580	2,482	37.08%	117	2,599	C
US1 (SR5)	Seminole Woods Pkwy to Palm Coast City Limit	D	3,580	2,330	34.28%	108	2,438	C

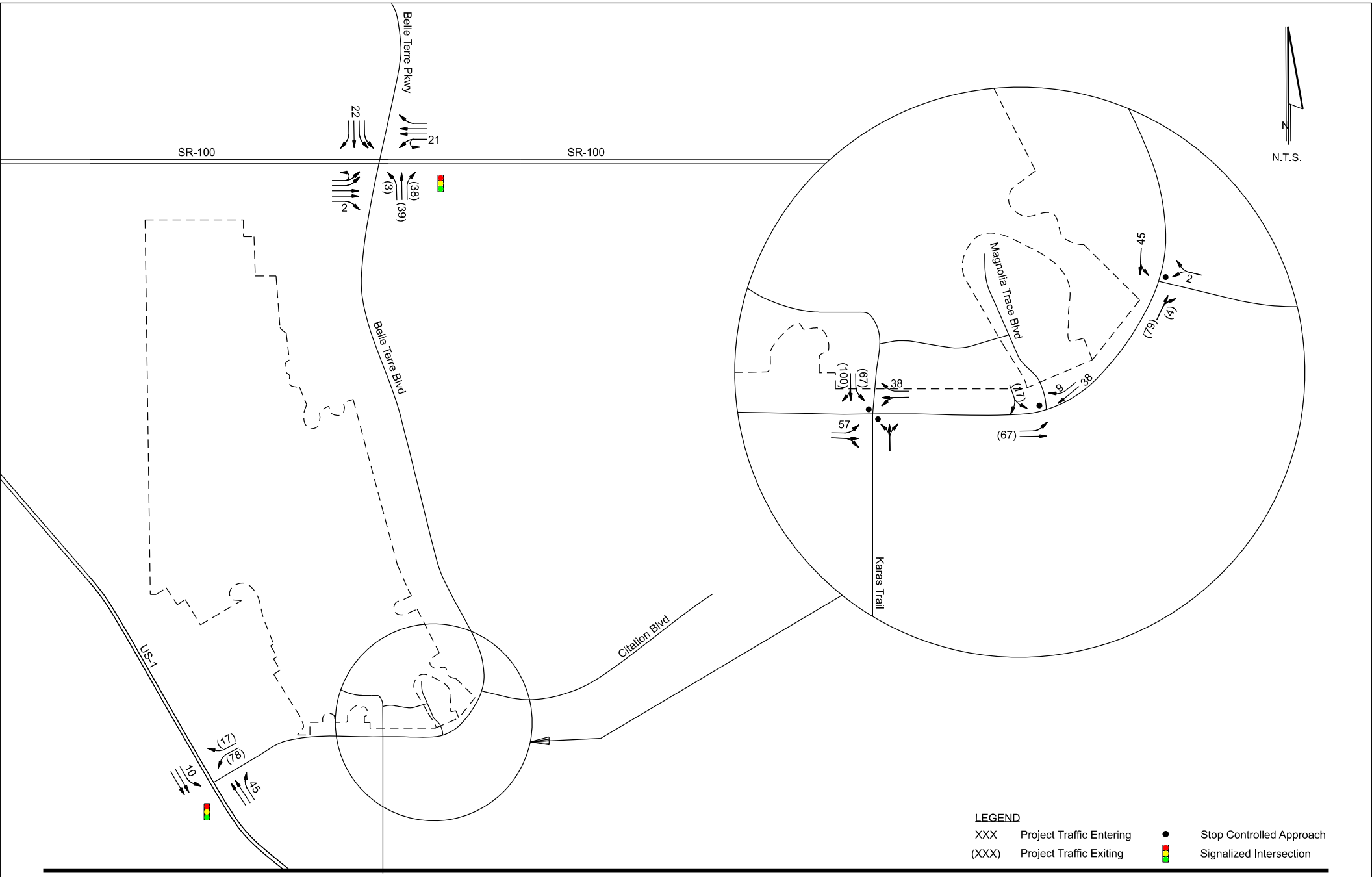
Source: City of Palm Coast Transportation Facility Status Report, 2023

Signal Warrant Analysis

A signal warrant analysis was conducted at the intersection of Belle Terre Boulevard and Karas Trail/Future Project Driveway in accordance with *MUTCD* and *FDOT* guidelines using projected buildout traffic conditions. The results indicate that none of the signal warrants are satisfied under total buildout conditions. Detailed calculations are provided in **Appendix N**, and the corresponding buildout traffic volumes are shown in **Table 9.**

Table 9
Magnolia Trace
Belle Terre Blvd & Karas Trl - 13-Hour Volume Summary

Hour	Buildout (2031)	
	Future Project Driveway (WB + EB Total)	Future Project Drivway (SB Total)
6:00:00 AM	343	38
7:00:00 AM	517	76
8:00:00 AM	542	78
9:00:00 AM	451	72
10:00:00 AM	430	72
11:00:00 AM	428	76
12:00:00 PM	535	95
1:00:00 PM	462	102
2:00:00 PM	542	100
3:00:00 PM	685	95
4:00:00 PM	611	89
5:00:00 PM	585	93
6:00:00 PM	405	80

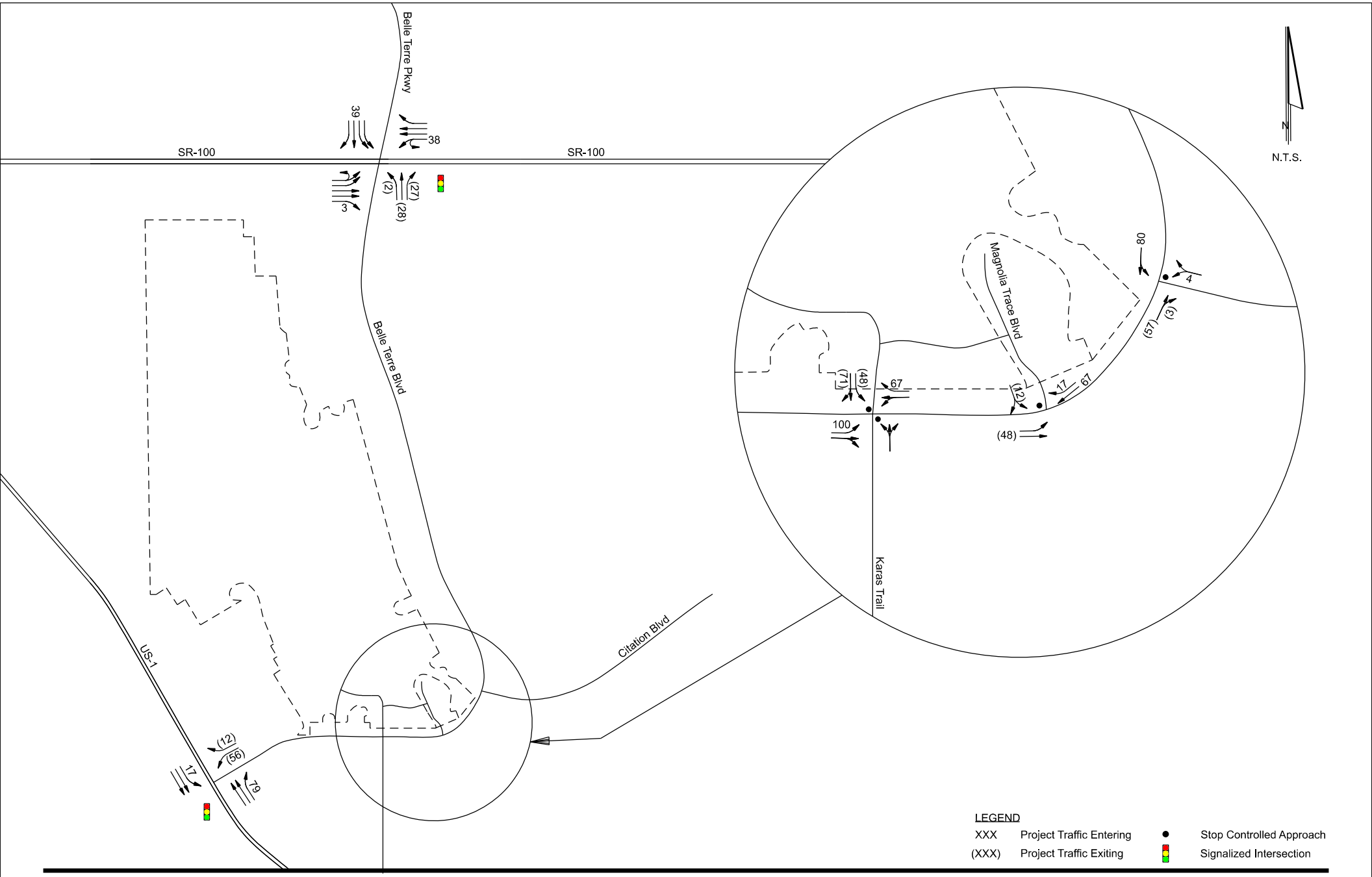


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Magnolia Trace
Traffic Analysis

AM Peak Hour
Project Traffic Volumes

Figure 13

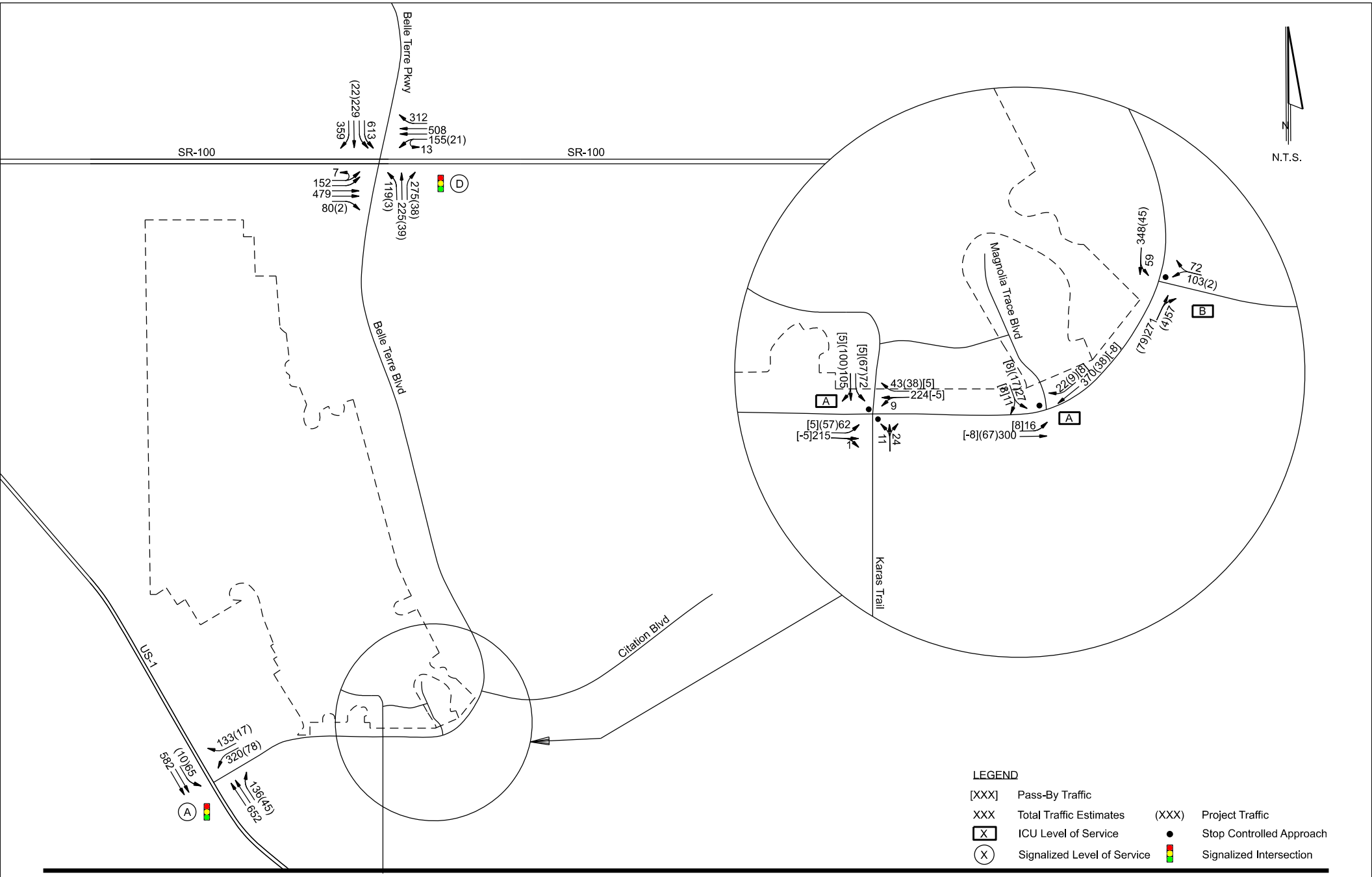


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Magnolia Trace Traffic Analysis

PM Peak Hour Project Traffic Volumes

Figure 14

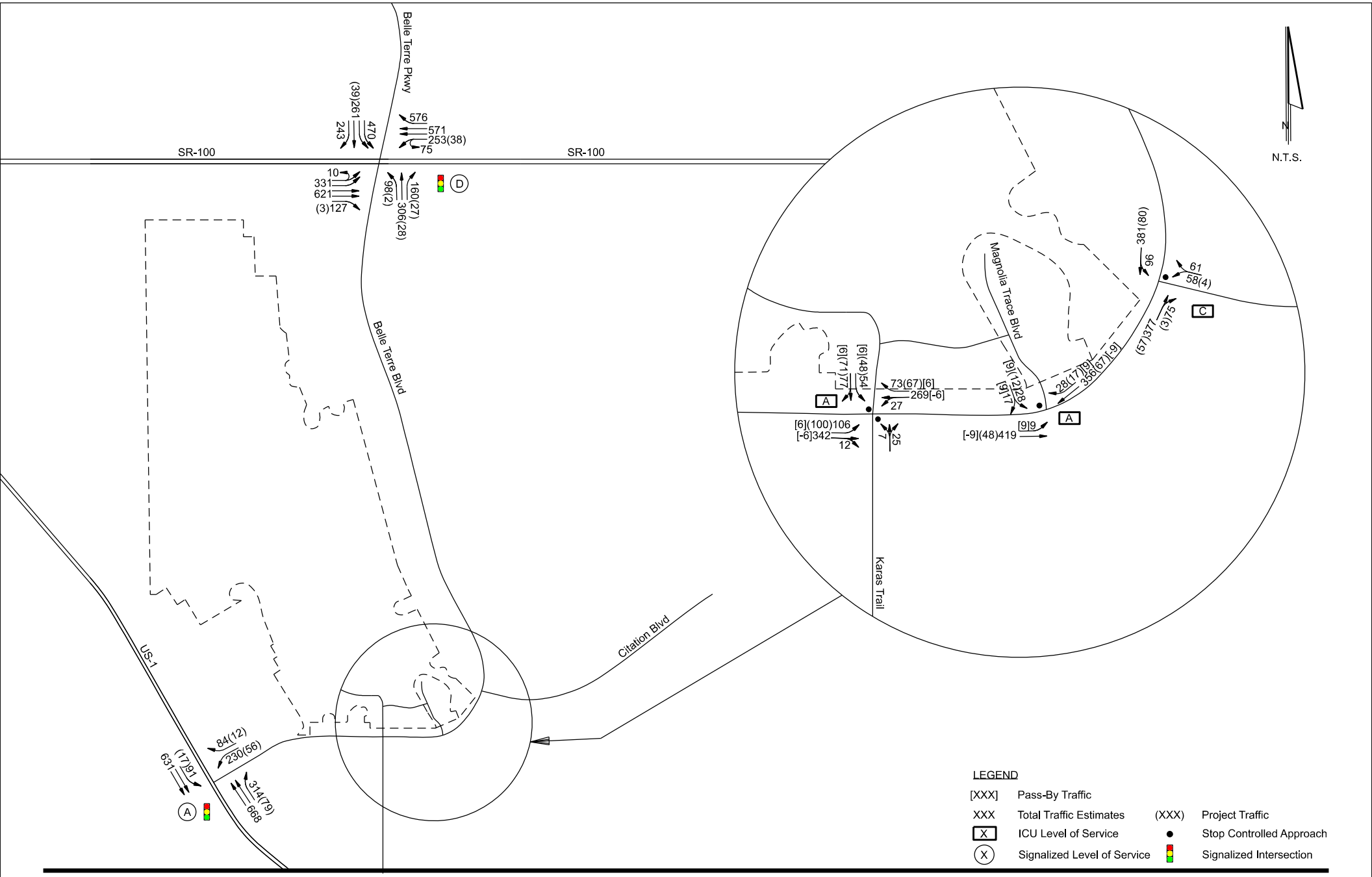


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Magnolia Trace Traffic Analysis

AM Peak Hour Total Buildout Volumes

Figure 15



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Magnolia Trace Traffic Analysis

PM Peak Hour Total Buildout Volumes

Figure 16

Roadway Needs

The need for right-turn lanes at the project access points was evaluated in accordance with the City of Palm Coast Turn Lane Technical Guidelines, which are provided in **Appendix M**. The projected right-turn volume at the project access opposite Karas Trail is 73 vehicles per hour, exceeding the applicable threshold of 60 right-turning vehicles per peak hour for a two-lane roadway with an AADT greater than 5,000 vehicles and a posted speed of 40 mph or higher. Therefore, ETM recommends installation of a right-turn lane on Belle Terre Boulevard opposite Karas Trail to serve the proposed project. In accordance with the City of Palm Coast guidelines, the recommended lane geometry for a roadway with a posted speed of 50 mph or greater includes a 100-foot taper, 135 feet of full-width deceleration, and a storage length equal to 45 percent of the SLDT value, resulting in a 35-foot storage length.

The need for a left-turn lane at the southern project access opposite Karas Trail was evaluated in accordance with the City of Palm Coast Turn Lane Technical Guidelines. The projected left-turn volume of 106 vehicles per hour at the proposed project entrance across from Karas Trail exceeds the applicable threshold of 15 left-turning vehicles per peak hour for a two-lane roadway with an AADT greater than 5,000 vehicles and a posted speed of 40 mph or higher. Based on this analysis, ETM recommends installation of an eastbound left-turn lane at the future project entrance on Belle Terre Boulevard opposite the existing Karas Trail access. In accordance with City of Palm Coast guidelines, the recommended lane geometry consists of a 100-foot taper, 135 feet of full-width deceleration, and a 110-foot storage length.

Conclusions

Based on the analysis, the proposed project is not expected to result in significant operational impacts to the roadway analyzed segments in the project vicinity. ETM recommends installation of an eastbound left turn lane and a westbound right turn lane on Belle Terre Boulevard serving the project driveway opposite the existing Karas Trail access. Based on the analysis in the provided conditions, ETM has no additional recommendations beyond the improvements identified the roadway needs portion of the analysis.

Appendix A

(COPC Traffic Study Methodology)

VISION ▪ EXPERIENCE ▪ RESULTS

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November 4th, 2025

Mr. Phong Nguyen, PTP
Planning Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Re: **Magnolia Trace – Traffic Impact Analysis Methodology, Palm Coast, Florida**
ETM No. 22-233-02

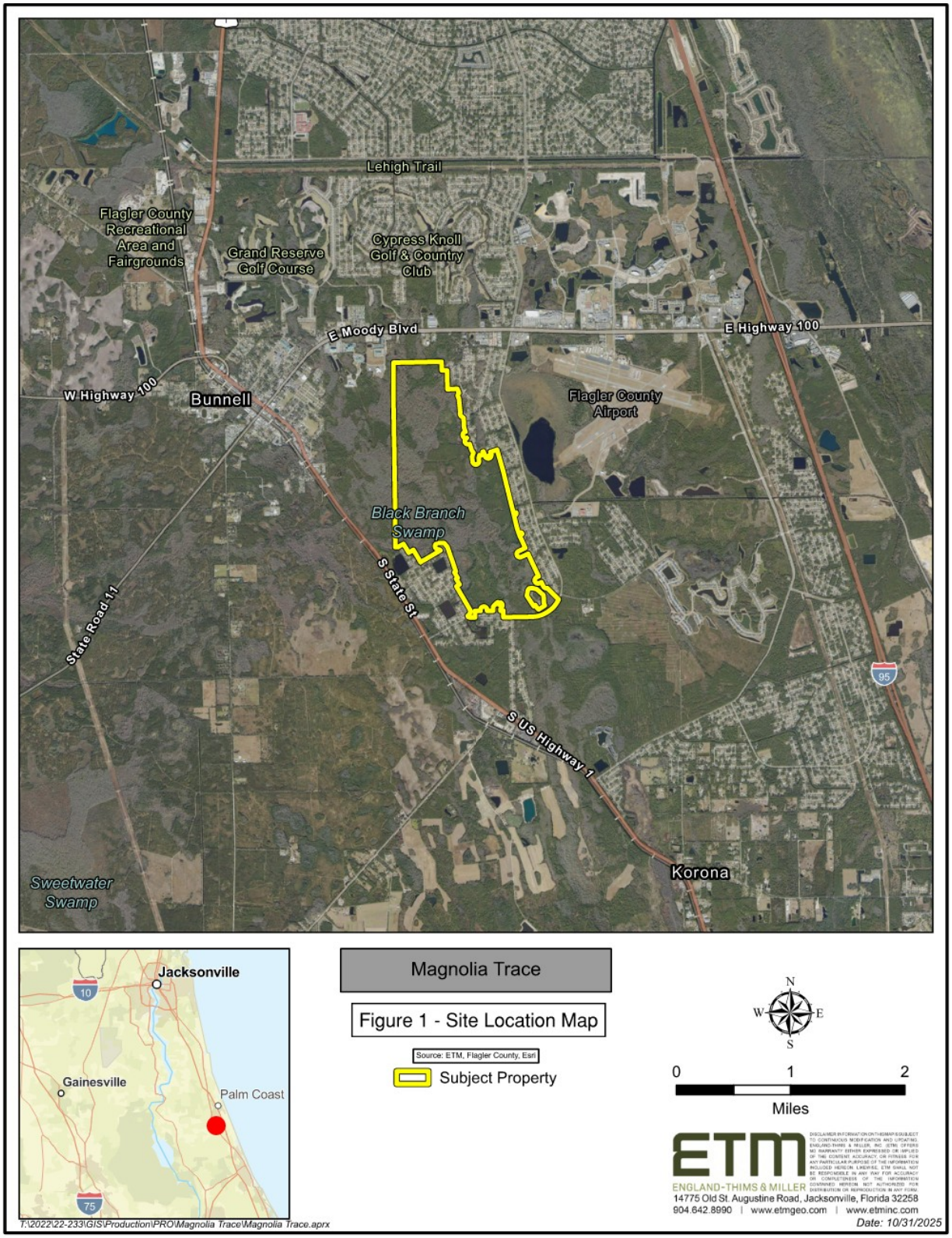
Dear Mr. Nguyen:

England, Thims & Miller, Inc. (ETM) has been retained by GreenPointe Developers, LLC, to prepare a Traffic Impact Analysis (TIA) for the proposed Magnolia Trace development. The proposed project is located north of Belle Terre Boulevard and east of US 1 and in the City of Palm Coast, Florida. The development will access the external roadway network via two access driveways on Belle Terre Boulevard. A general location map is attached as **Figure 1** and the conceptual site plan as **Figure 2**.

The purpose of performing the TIA is to provide the necessary traffic operational information to obtain transportation concurrency for the proposed development illustrated in the conceptual site plan and to identify the potential impacts of the project. The project is expected to be fully developed and fully occupied by 2032 and will consist of approximately 382 single-family homes, 220 multifamily townhomes, 251 active adult housing and 35,000 square feet of retail space.

The City of Palm Coast has adopted the River to Sea Transportation Planning Organization (R2CTPO) TIA guidelines. In accordance with these guidelines, this letter outlines the proposed methodology used to guide the analysis.

Re: Magnolia Trace – TIA Methodology, Palm Coast, Florida - ETM No. 22-233-02



Re: Magnolia Trace – TIA Methodology, Palm Coast, Florida - ETM No. 22-233-02



Figure 2 – Conceptual Site Plan

Re: Magnolia Trace – TIA Methodology, Palm Coast, Florida - ETM No. 22-233-02

Analysis Period

Roadway Segments and *Intersections* will be analyzed based on the PM peak-hour two-way traffic. The analysis will be conducted for the 2023 existing conditions, 2032 background conditions and 2032 full build-out conditions. The analysis will be based on the latest concurrency information obtained from the *City of Palm Coast* and the Florida Department of Transportation (FDOT).

Turning Movement Counts (TMCs) will be ordered at the following intersections:

- Belle Terre Boulevard and SR 100
- Belle Terre Boulevard and US 1
- Belle Terre Boulevard and Citation Boulevard
- Belle Terre Boulevard and Zonal Geranium Trail

Traffic Volumes

The analysis will be based on the latest traffic information obtained from the *City of Palm Coast Publix Works* and/or *Development Services Departments* and *FDOT*.

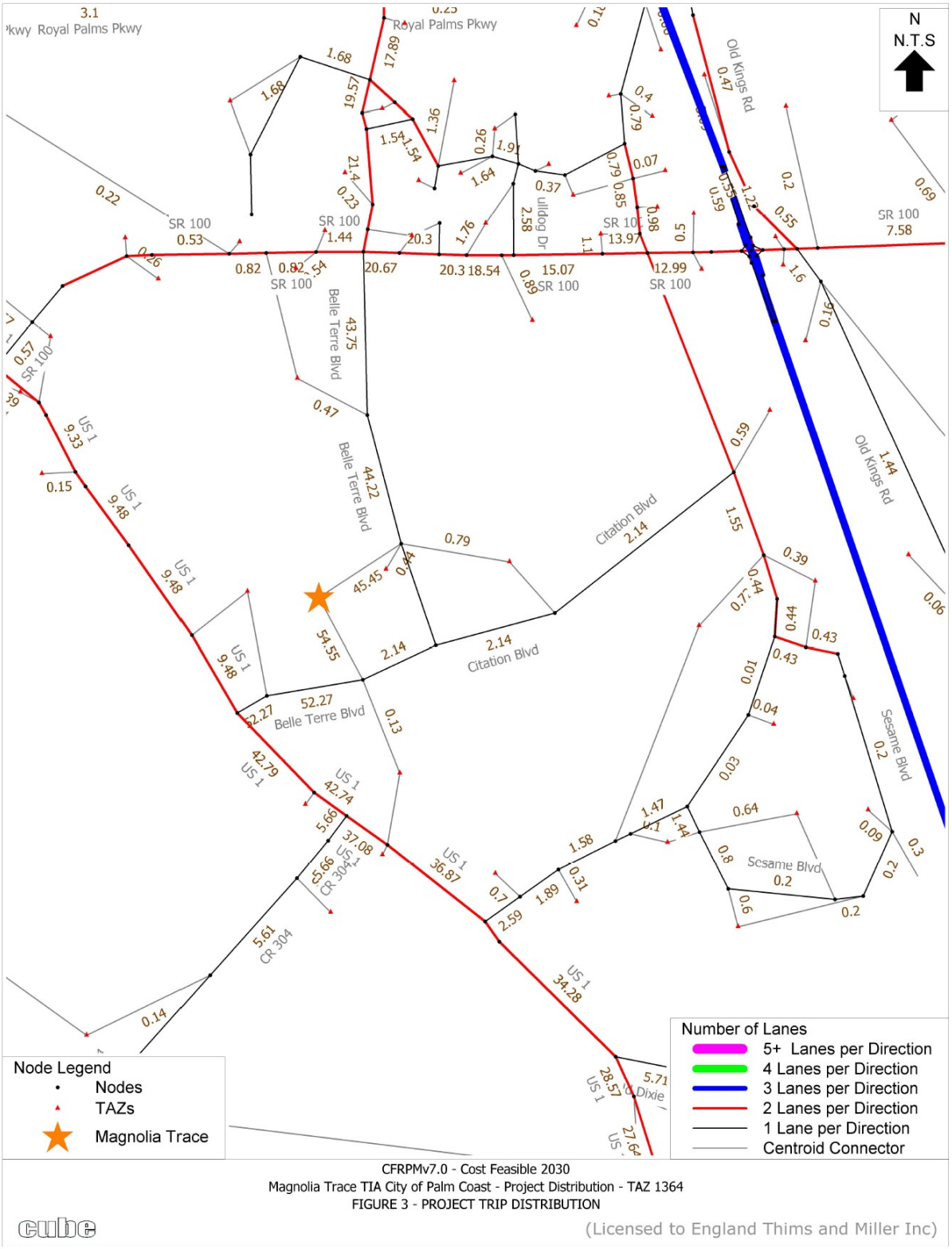
Project Trip Distribution

The *Central Florida Regional Planning Model*, *version 7.0 (CFRPM7)* was used to obtain the project trip distribution. The 2030 socio-economic (S/E) data sets were modified to include the proposed development and used a select link analysis to generate the distribution of the project's traffic. The project traffic distribution is graphically displayed in **Figure 3.**

Trip Generation

The PM peak-hour trip generation of the proposed development was determined by using the Institute of Transportation Engineer's (ITE) ***Trip Generation Manual***, *12th edition*. The proposed trip generation for the proposed development is shown in **Table 1**.

Re: Magnolia Trace – TIA Methodology, Palm Coast, Florida - ETM No. 22-233-02



Re: Magnolia Trace – TIA Methodology, Palm Coast, Florida - ETM No. 22-233-02

Table 1
Magnolia Trace
Project Trip Generation Estimates

CFRPM7 TAZ	Land Use	ITE Land Use Code	Sq. Ft. or Number of Units	Independent Variable (Units)	Estimation Method (Rate or Equation)	Gross Trip Ends	Gross Trips				Internal Capture		Pass-by		Net New External Trip Ends	Net New External Trip Ends			
							Entering		Exiting							Entering		Exiting	
							%	Volume	%	Volume	%	Volume	%	Volume		%	Volume	%	Volume
Daily																			
1364	Single-family Housing	210	382	Dwelling Units	T = 8.07(X) + 265.45	3,348	50%	1,674	50%	1,674	4%	138	0%	0	3,210	50%	1,605	50%	1,605
	Multifamily Housing (Low Rise)	220	106	Dwelling Units	T = 5.63(X) + 120.45	717	50%	359	50%	358	4%	29	0%	0	688	50%	344	50%	344
	Senior Adult Housing Single-Family	251	198	Dwelling Units	Ln(T) = 0.80 Ln(X) + 2.71	1,033	50%	517	50%	516	4%	42	0%	0	991	50%	496	50%	495
	Strip Retail Plaza <40KSF	822	35000	Square Feet	T = 42.20(X) + 229.68	1,707	50%	854	50%	853	11%	184	40%	609	914	50%	457	50%	457
Total						***6,805***		***3,404***		***3,401***	***5.8%***	***393***		***609***	***5,803***		***2,902***		***2,901***
AM Peak Hour																			
1364	Single-family Housing	210	382	Dwelling Units	T = 0.67(X) + 5.59	262	27%	71	73%	191	1%	3	0%	0	259	27%	70	73%	189
	Multifamily Housing (Low Rise)	220	106	Dwelling Units	T = 0.35(X) + 12.93	50	24%	12	76%	38	1%	1	0%	0	49	24%	12	76%	37
	Senior Adult Housing Single-Family	251	198	Dwelling Units	Ln(T) = 0.71 Ln(X) + 0.40	64	34%	22	66%	42	1%	1	0%	0	63	34%	21	66%	42
	Strip Retail Plaza <40KSF	822	35,000	Square Feet	T= 3.93(X)	138	55%	76	45%	62	4%	5	40%	53	80	55%	44	45%	36
Total						***514***		***181***		***333***	***1.9%***	***10***		***53***	***451***		***147***		***304***
PM Peak Hour																			
1364	Single-family Housing	210	382	Dwelling Units	Ln(T) = 0.92 Ln(X) + 0.33	330	62%	205	38%	125	7%	23	0%	0	307	62%	190	38%	117
	Multifamily Housing (Low Rise)	220	106	Dwelling Units	T = 0.48(X) + 7.35	58	62%	36	38%	22	7%	4	0%	0	54	62%	33	38%	21
	Senior Adult Housing Single-Family	251	198	Dwelling Units	Ln(T) = 0.79 Ln(X) + 0.15	76	61%	46	39%	30	7%	5	0%	0	71	61%	43	39%	28
	Strip Retail Plaza <40KSF	822	35,000	Square Feet	Ln(T) = 0.68 Ln(X) + 2.77	179	50%	90	50%	89	18%	32	40%	59	88	50%	44	50%	44
Total						***643***		***377***		***266***	***10.0%***	***64***		***59***	***520***		***310***		***210***

Source: ITE Trip Generation Manual 12th Edition

Re: Magnolia Trace – TIA Methodology, Palm Coast, Florida - ETM No. 22-233-02

Study Area

Per the R2CTPO guidelines, projects which generate more than 100 PM peak-hour two-way trips must include all roadway segments that are impacted by the proposed project to a level of three percent (3%) or more of the adopted maximum service volume (MSV) of roadway segment.

Using the estimated pm peak hour project trips and the project trip distribution, the project on each roadway segment in the area was estimated and compared to the MSV to determine which roadway segments in the area will be significantly impacted by the project. **Table 2** depicts the significance test on the major roadway network in the vicinity of the project.

Table 2
Magnolia Trace
Significance Calculations

Link	Roadway	Segment	Typical Section	Maintaining Agency	LOS STD	Peak Hour MSV	Project Traffic Distribution	PM Peak Hour		
								Project Traffic	Percent MSV	Significant (≥ 3%)
1260	Belle Terre Pkwy	East Hampton Boulevard to SR 100	4ln - Div	COPC	D	3,580	21.64%	113	3.16%	YES
1263	Belle Terre Blvd	SR 100 to Zebulas Trl	4ln - Div	COPC	D	2,170	43.75%	228	10.51%	YES
1265	Belle Terre Blvd	Zebulas Trail to Zaun Trail	4ln - Div	COPC	D	2,170	44.22%	230	10.60%	YES
1270	Belle Terre Blvd	Zaun Trail to Citation Pkwy	4ln - Div	COPC	D	2,170	2.14%	11	0.51%	NO
1275	Belle Terre Blvd	Citation Pkwy to US 1	4ln - Div	COPC	D	2,170	52.27%	272	12.53%	YES
3312	Citation Parkway	Belle Terre Parkway to Laguna Forest Lane	2-ln - UnDiv	COPC	D	2,170	2.14%	11	0.51%	NO
3315	Citation Parkway	Seminole Woods Parkway to Sesame Boulevard	2-ln - UnDiv	COPC	D	2,170	2.14%	11	0.51%	NO
3325	Seminole Woods Pkwy	SR 100 to Ulaturn Place	4ln - Div	COPC	D	5,900	0.00%	0	0.00%	NO
3300	Seminole Woods Pkwy	Ulaturn Place to Citation Pkwy	4ln - Div	COPC	D	5,900	0.00%	0	0.00%	NO
3310	Seminole Woods Pkwy	Citation Pkwy to Sesame Blvd	2-ln - UnDiv	COPC	D	2,170	1.55%	8	0.37%	NO
3305	Seminole Woods Pkwy	Sesame Blvd to US 1	2-ln - UnDiv	COPC	D	2,170	2.59%	13	0.60%	NO
3320	Sesame Boulevard	Seminole Woods Pkwy to terminus	2-ln - UnDiv	COPC	D	2,170	0.43%	2	0.09%	NO
3515	State Road 100	Seminole Woods Pkwy to Bulldog Drive	4ln - Div	FDOT	D	3,580	15.07%	78	2.18%	NO
3510	State Road 100	Bulldog Drive to Landing Blvd	4ln - Div	FDOT	D	3,580	20.03%	104	2.91%	NO
3505	State Road 100	Landing Blvd to Belle Terre Pkwy	4ln - Div	FDOT	D	3,580	20.67%	107	2.99%	NO
3500	State Road 100	Belle Terre Pkwy to Palm Coast City Limits	4ln - Div	FDOT	D	3,580	1.44%	7	0.20%	NO
3725	US1 (SR5)	Royal Palms Parkway to Espanola Road	4ln - Div	FDOT	D	3,580	0.36%	2	0.06%	NO
101	US1 (SR5)	Palm Coast City Limit to Belle Terre Pkwy	4ln - Div	FDOT	D	3,580	9.48%	49	1.37%	NO
3750	US1 (SR5)	Belle Terre Pkwy to DuPont Rd	4ln - Div	FDOT	D	3,580	42.79%	223	6.23%	YES
3755	US1 (SR5)	DuPont Rd to Seminole Woods Pkwy	4ln - Div	FDOT	D	3,580	37.08%	193	5.39%	YES
235	US1 (SR5)	Seminole Woods Pkwy to Palm Coast City Limit	4ln - Div	FDOT	D	3,580	34.28%	178	4.97%	YES

Source: FDOT Quality/Level of Service Handbook, CFRPMv7

= Significantly Impacted Link

As indicated in **Table 2**, the following roadway segments and intersections are significantly impacted by the project and will be included in this analysis.

Roadway Segments

- Belle Terre Boulevard from SR 100 to Zebulas Trail
- Belle Terre Boulevard from Zaun Trail
- Belle Terre Boulevard from Citation Parkway to US 1
- US 1 from Belle Terre Parkway to Dupont Road
- US 1 from Dupont Road to Seminole Woods Parkway
- US 1 from Seminole Woods Parkway to Palm Coast City Limits

Re: Magnolia Trace – TIA Methodology, Palm Coast, Florida - ETM No. 22-233-02

Intersections

- Belle Terre Boulevard and SR 100
- Belle Terre Boulevard and US 1
- Belle Terre Boulevard and Citation Boulevard
- Belle Terre Boulevard and Zonal Geranium Trail

Total Traffic

The total traffic will be developed by adding the calculated project traffic on each facility to the estimated 2032 traffic. Growth rates for background traffic will be based on five years of historical growth. A minimum growth rate of one percent per year shall be used if the historical growth has been less than one percent per year.

Segment Analysis – Existing, Background and Total PM Peak Hour Traffic Conditions

The existing, background and total traffic volumes on each significantly impacted roadway segment will be compared to the maximum service volume for the segment to determine if the facility is operating at an acceptable level of service. A link specific capacity analysis may be conducted to determine the actual service volumes for a specific roadway segment (if authorized by the applicant). The procedures outlined in the most recent *FDOT Quality/Level of Service Handbook* will be used to conduct the analysis.

Intersection Analysis – Existing, Background and Total PM Peak Hour Traffic Conditions

An operational analysis of the existing and future PM Peak Hour traffic will be analyzed utilizing the methodologies and procedures contained in the *Highway Capacity Manual (HCM) 7th edition* using the *Synchro/Sim Traffic* software for signalized intersections. The operating conditions of existing, background and total traffic will be tabulated in the TIA Report. The need for turn lanes will be based on *FDOT*'s turn lane requirements.

Access Analysis

Access to the proposed development will be from two proposed full access driveways, one on Belle Terre Boulevard (South Access) and another on Zonal Geranium Trail which connects to Belle Terre Boulevard (North Access). The entrances will be analyzed for right and left turn lanes.

Alternative Travel Modes Analysis

The availability of alternative travel modes to and from the proposed development, inclusive of Paratransit, will be identified and discussed. Both pedestrian and bicycle mobility external to the site will also be included in the TIA.

Re: Magnolia Trace – TIA Methodology, Palm Coast, Florida - ETM No. 22-233-02

Improvements

If warranted, appropriate roadway and intersection improvements will be identified at buildout of the project including site access improvements. Mitigation or proportionate fair share calculations for significant and adverse impacts to City facilities will be made in accordance with the *City of Palm Coast Engineering and Construction* process and procedures.

Land Use Conversion Table

The following conversion table was established to provide a simple tool for evaluating development opportunities while maintaining consistency in traffic generation across the project. A land use conversion table is illustrated in **Table 3**. The average PM peak hour trip rate was used for each expected land use from the *ITE Trip Generation Manual 12th Edition*. No internal capture was considered. A detailed trip generation analysis including pass-by and internal capture may be submitted at the time of conversion if the developer elects to or if the proposed land use is not listed in **Table 3**.

Table 3
Magnolia Trace
Land Use Conversion Table

Trip Generation Rate Calculations			
Land Use	*ITE LUC*	*Independent Variable*	*PM Peak Hour Ave Trip Rate*
Single-Family Detached Housing	210	DU	0.93
Multi-family Low-Rise	220	DU	0.52
Multi-family Mid-Rise	221	DU	0.38
Senior Adult Housing—Single-Family	251	DU	0.29
Senior Adult Housing—Multifamily	252	DU	0.25

Note: Average PM peak hour trip rate calculated using the following criteria:
1) Trip rate from the ITE's Trip Generation Manual, 12th Edition
2) No Pass-by considered
3) No Internal Capture considered

TO: / FROM:	Single-Family Detached Housing (DU)	Multi-family Low-Rise (DU)	Multi-family Mid-Rise (DU)	Senior Adult Housing—Single-Family (DU)	Senior Adult Housing—Multifamily (DU)
Single-Family Detached Housing	1	1.79	2.4474	3.2069	3.7200
Multi-family Low-Rise	0.56	1	1.3684	1.7931	2.0800
Multi-family Mid-Rise	0.41	0.7308	1	1.3103	1.5200
Senior Adult Housing—Single-Family	0.31	0.5577	0.7632	1	1.1600
Senior Adult Housing—Multifamily	0.27	0.4808	0.6579	0.8621	1

Example: Convert 100 Du's of Single Family Residential to Multi-family Low-Rise
100 x 1.79 = 179
100 Single Family Dwelling Units is equivalent to 179 Multi-family Low-Rise units

Re: Magnolia Trace – TIA Methodology, Palm Coast, Florida - ETM No. 22-233-02

Please review the proposed methodology and advise if the *City of Palm Coast* is in agreement with the methodology as proposed. If you have any questions or need additional information, please advise.

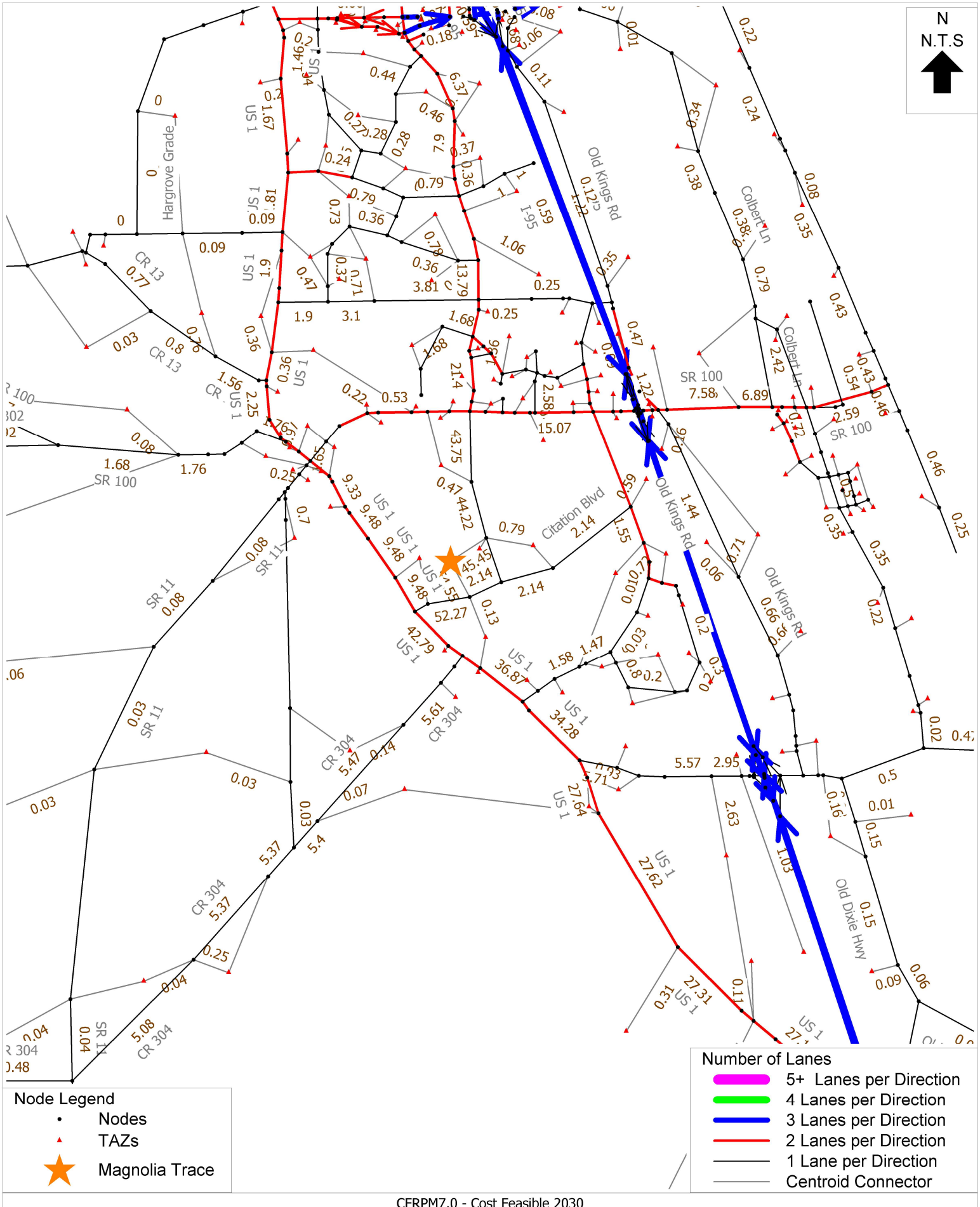
Sincerely,
ENGLAND, THIMS & MILLER, INC.



Thomas L. Hatcher, P.E., PTOE, PTP
Senior Transportation Engineer, Shareholder

Appendix B

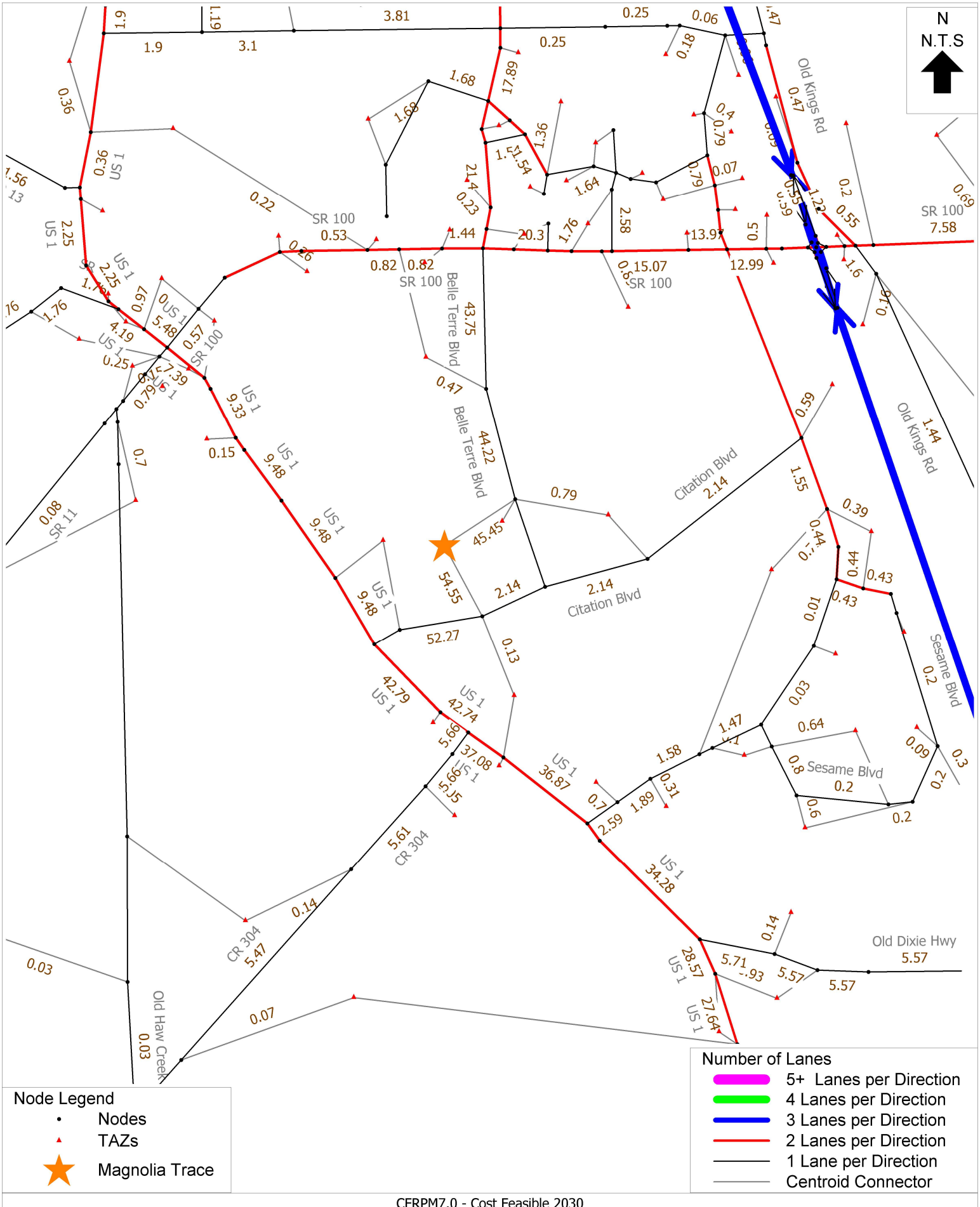
(CFRPMv7 Distribution Plots)



CFRPM7.0 - Cost Feasible 2030
Magnolia Trace TIA City of Palm Coast - Project Distribution - TAZ 1364
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CFRPM7.0 - Cost Feasible 2030
Magnolia Trace TIA City of Palm Coast - Project Distribution - TAZ 1364
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Appendix C

(COPC Transportation Facility Status Report – 2023)

Transportation Facility Status Report

Citywide Traffic Counts Fall 2023 - December 31, 2023

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes		Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012)					Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
							Left	Right									A	B	C	D	E			
	Belle Terre Pkwy																							
1200 Belle Terre Pkwy	Matanzas Woods Parkway to Bird of Paradise Drive	Arterial	Class 1	1.86	4	Yes	Yes	Yes	5	1.28	45	7,814	0.1029	804	367	1,171	*	**	3,420	3,580	***	D	C	C
1205 Belle Terre Pkwy	Bird of Paradise Drive to Pine Lakes Parkway (North)			0.71								16,208	0.0908	1,472	367	1,839							C	C
1210 Belle Terre Pkwy	Pine Lakes Parkway (North) to Bellaire Drive			0.85								14,871	0.0955	1,420	252	1,672							C	C
1215 Belle Terre Pkwy	Bellaire Drive to Palm Coast Parkway(WB)			0.48								18,724	0.0897	1,680	314	1,994							C	C
			Segment Length:	3.90																				
1220 Belle Terre Pkwy	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)			0.22								22,150	0.0878	1,945	271	2,216							C	C
1225 Belle Terre Pkwy	Palm Coast Parkway (EB) to Cypress Point Parkway		Class 1	0.13	4	Yes	Yes	Yes	5	8.06	45	21,694	0.0826	1,792	363	2,155	*	**	3,420	3,580	***	D	C	C
1230 Belle Terre Pkwy	Cypress Point Parkway to Pine Lakes Parkway (South)			0.27								35,119	0.083	2,897	378	3,275							C	C
			Segment Length:	0.62																				
1240 Belle Terre Pkwy	Pine Lakes Parkway (South) to Parkview Drive	Arterial	Class 1	1.03	4	Yes	Yes	Yes	7	1.38	45	31,904	0.0841	2,683	353	3,036	*	**	3,420	3,580	***	D	C	C
1245 Belle Terre Pkwy	Parkview Drive to White View Parkway			1.02								27,740	0.0855	2,372	375	2,747							C	C
1250 Belle Terre Pkwy	White View Parkway to Rymfire Drive			0.92								28,101	0.0894	2,512	428	2,940							C	C
1252 Belle Terre Pkwy	Rymfire Drive to Royal Palms Parkway			0.53								30,109	0.0942	2,836	412	3,248							C	C
1254 Belle Terre Pkwy	Royal Palms Parkway to East Hampton Boulevard			0.52								30,628	0.0908	2,781	384	3,165							C	C
1260 Belle Terre Pkwy	East Hampton Boulevard to SR 100			1.04								25,394	0.0873	2,217	269	2,486							C	C
			Segment Length:	5.06																				
	Belle Terre Blvd																							
1263 Belle Terre Blvd	SR 100 to Zebulas Trl	Arterial	UFH	0.21	2	No	n.a.	n.a.	n.a.	n.a.	50	9,353	0.0898	840	179	1,019	*	770	1,530	2,170	2,990	D	C	C
1265 Belle Terre Blvd	Zebulas Trail to Zaun Trail			0.84								7,688	0.0879	676	167	843							B	C
1270 Belle Terre Blvd	Zaun Trail to Citation Pkwy			1.37								5,297	0.0967	512	167	679							B	B
1275 Belle Terre Blvd	Citation Pkwy to US 1			1.31								4,301	0.106	456	184	640							B	B
			Segment Length:	3.73																				
	Bird of Paradise Drive																							
2420 Bird of Paradise Drive	Matanzas Woods Parkway to Birchwood Drive	Collector	UFH	1.31	2	No	n.a.	n.a.	n.a.	n.a.	30	4,494	0.1362	612	0	612	*	770	1,530	2,170	2,990	D	B	B
2430 Bird of Paradise Drive	Birchwood Drive to Belle Terre Parkway			1.01								7,069	0.1019	720	0	720							B	B
			Segment Length:	2.32																				
	Bulldog Drive																							
4300 Bulldog Drive	SR 100 to Central Avenue	Collector	Class 2	0.54	2	No	No	No	1	1.11	25	5,384	0.1635	880	84	964	*	**	660	1,330	1,410	D	C	C
4310 Bulldog Drive	Central Avenue to Lake Avenue			0.28								1386	0.127	176	0	176								
4320 Bulldog Drive	Lake Avenue to terminus			0.08																				
			Segment Length:	0.90																				
	Central Avenue																							
4400 Central Avenue	Belle Terre Parkway to Market Avenue	Collector	Class 2	0.35	4	Yes	Yes	No	2	2.90	25	4,233	0.1288	545	292	837	*	**	1,310	2,920	3,040	D	C	C
4410 Central Avenue	Market Avenue to Lake Avenue			0.11								4,777	0.1398	668	292	960							C	C
4420 Central Avenue	Lake Avenue to Landings Blvd.			0.23								5,804	0.096	557	215	772							C	C
			Segment Length:	0.69																				
4430 Central Avenue	Landings Blvd to Park Street	Collector	Class 2	0.33	2	no	no	no	0	0.00	20	4,712	0.1452	684	292	976	*	**	660	1,330	1,410	D	D	D
4440 Central Avenue	Park Street to Bulldog Drive			0.16								4,543	0.1453	660	292	952							C	D
4450 Central Avenue	Bulldog Drive to Brookhaven Drive			0.29								3,084	0.1401	432	292	724							C	D
4460 Central Avenue	Brookhaven Drive to Town Center Blvd.			0.41								3,084	0.1401	432	292	724							C	D
			Segment Length:	1.19																				
	Citation Parkway																							
3312 Citation Parkway	Belle Terre Parkway to Laguna Forest Lane	Collector	UFH	0.77	2	No	n.a.	n.a.	n.a.	n.a.	35	1,687	0.1067	180	0	180	*	770	1,530	2,170	2,990	D	B	B
3315 Citation Parkway	Seminole Woods Parkway to Sesame Boulevard			0.41							40	~~1,564~~	~~0.089~~	~~139~~	~~0~~	~~139~~								
			Segment Length:	1.18																				
	Club House Drive																							
1300 Club House Drive	Palm Harbor Parkway to Palm Coast Parkway (WB)	Collector	Class 2	1.65	2	No	Yes	No	1	0.56	35	4,825	0.0895	432	80	512	*	**	660	1,330	1,410	D	C	C
1310 Club House Drive	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)			0.15								3,293	0.102	336	78	414							C	C
			Segment Length:	1.80																				
	Colbert Lane																							
3105 Colbert Lane	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)	Arterial	Class 2	0.20	2	No	n.a.	n.a.	n.a.	n.a.	30	4,167	0.1056	440	9	449	*	**	660	1,330	1,410	D	C	C
3110 Colbert Lane	Palm Coast Parkway (EB) to Waterside Parkway (N)		UFH	1.70							45	9,199	0.1061	976	6	982	*	770	1,530	2,170	2,990		C	C
3120 Colbert Lane	Waterside Parkway (N) to Waterside Park (S)			1.40							55	5,191	0.0955	496	1	497							B	B
3125 Colbert Lane	Waterside Park (S) to South Park Road			0.60								5,788	0.1071	620	1	621							B	B
3130 Colbert Lane	South Park Road to Roberts Road			1.87								6,371	0.086	548	1	549							B	B
3135 Colbert Lane	Roberts Road to SR 100			1.29								4,289	0.1007	432	1	433							B	B
			Segment Length:	7.06																				
	Cypress Point Parkway																							
4200 Cypress Point Parkway	Belle Terre Parkway to Pine Cone Drive	Arterial	Class 2	0.22	4	Yes	Yes	No	3	3.80	35	18,853	0.0893	1,684	65	1,749	*	**	1,310	2,920	3,040	D	D	D
4205 Cypress Point Parkway	Pine Cone Drive to Cypress Edge (S)			0.29								17,801	0.0854	1,520	65	1,585							D	D
4210 Cypress Point Parkway	Cypress Edge (S) to Cypress Edge (N)			0.16								17,801	0.0854	1,520	65	1,585							D	D
4215 Cypress Point Parkway	Cypress Edge (N) to Palm Coast Parkway			0.12								20,966	0.0914	1,916	65	1,981							D	D
			Segment Length:	0.79																				
	Farmsworth Drive																							
2716 Farmsworth Drive	Old Kings Road to Florida Park Drive	Collector	Class 2*	0.90	2	No	n.a.	n.a.	n.a.	n.a.	30	2,376	0.1061	252	0	252	*	**	600	1,200	1,270	D	C	C
	Farragut Drive																							
2717 Farragut Drive	Old Kings Road to Florida Park Drive	Collector	Class 2*	0.97	2	No	n.a.	n.a.	n.a.	n.a.	30	1,045	0.0995	104	0	104	*	**	600	1,200	1,270	D	C	C
	Fleetwood Drive																							
2714 Fleetwood Drive	Old Kings Road to Florida Park Drive	Collector	Class 2*	0.94	2	No	n.a.	n.a.	n.a.	n.a.	30	2,329	0.0962	224	0	224	*	**	600	1,200	1,270	D	C	C

Transportation Facility Status Report

Citywide Traffic Counts Fall 2023 - December 31, 2023

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
	Florida Park Drive																							
2090 Florida Park Drive	Palm Harbor Parkway to Forest Hill Drive			0.32								5,055	0.0942	476	27	503							C	C
2100 Florida Park Drive	Forest Hill Drive to Fleetwood Drive			0.64								7,122	0.091	648	24	672							C	D
2105 Florida Park Drive	Fleetwood Drive to Farragut Drive	Collector	Class 1	0.25	2	No	Yes	No	1	0.52	30	7,122	0.091	648	24	672	*	**	660	1,330	1,410	**D**	C	D
2110 Florida Park Drive	Farragut Drive to Palm Coast Parkway (WB)			0.63								9,172	0.0925	848	25	873							D	D
2120 Florida Park Drive	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)			0.08								5,066	0.1003	508	67	575							C	C
			Segment Length:	1.92																				
	Forest Grove Drive																							
4000 Forest Grove Drive	Old Kings Road (W) to Old Kings Road (E)	Collector	Class 2*	0.59	2	No	n.a.	n.a.	n.a.	n.a.	30	1,704	0.1713	292	0	292	*	**	600	1,200	1,270	**D**	C	C
4010 Forest Grove Drive	Old Kings Road (E) to Palm Harbor Parkway			0.41								~~0~~	~~0.094~~	———	~~289~~	~~289~~								
			Segment Length:	1.00																				
	Frontier Drive																							
2712 Frontier Drive	Old Kings Road (E) to Palm Harbor Parkway	Collector	Class 2*	1.14	2	No	n.a.	n.a.	n.a.	n.a.	30	3,657	0.1072	392	0	392	*	**	600	1,200	1,270	**D**	C	C
	Hargrove Grade Road																							
3707 Hargrove Grade Road	US 1 to RR Xing	Collector	Class 2*	1.00	2	No	n.a.	n.a.	n.a.	n.a.	35	3,304	0.1501	496	0	496	*	**	600	1,200	1,270	**D**	C	C
	I-95 (SR 9)																							
251 I-95 (SR 9)	Palm Coast City Limit to Palm Coast Parkway			7.64								66,798	0.131	8,751	25	8,776							D	D
292 I-95 (SR 9)	Palm Coast Parkway to SR 100	Arterial	Freeway	5.80	6	Yes	n.a.	n.a.	n.a.	n.a.	70	78,040	0.106	8,272	329	8,601	*	6,130	8,370	10,060	11,100	**C**	C	D
255 I-95 (SR 9)	SR 100 to Old Dixie Highway			5.26								78,768	0.132	10,397	312	10,709							D	E
			Segment Length:	18.70																				
	Lakeview Boulevard																							
3925 Lakeview Boulevard	London Drive to Matanzas Woods Parkway	Collector	UFH	1.33	2	No	n.a.	n.a.	n.a.	n.a.	n.a.	5,008	0.0926	464	0	464	*	770	1,530	2,170	2,990	**D**	B	B
	Landings Blvd.																							
4500 Landings Blvd.	SR 100 to Central Avenue	Collector	UFH	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
4510 Landings Blvd.	Central Avenue to Lake Avenue			n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
	Lake Avenue																							
4550 Lake Avenue	Market Avenue to Landings Blvd.			n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
4560 Lake Avenue	Landings Blvd.to City Place Drive	Collector	UFH	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
4570 Lake Avenue	City Place Drive to Town Center Blvd.			n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
	Market Avenue																							
4600 Market Avenue	Belle Terre Parkway to Central Avenue	Collector	UFH	0.28	2	No	n.a.	n.a.	n.a.	n.a.	25	2,990	0.103	308	0	308	*	770	1,530	2,170	2,990	**D**	B	B
4610 Market Avenue	Central Avenue to Lake Avenue													-	0	-								
			Segment Length:	0.28																				
	Matanzas Woods Parkway																							
2400 Matanzas Woods Parkway	US 1 to Belle Terre Parkway			1.06								6,514	0.1069	696	321	1,017							C	C
2410 Matanzas Woods Parkway	Belle Terre Parkway to Bird of Paradise Drive			0.80								10,120	0.1067	1,080	183	1,263							C	C
2415 Matanzas Woods Parkway	Bird of Paradise Drive to I-95 SB	Arterial	Class 1	0.10	2	No	Yes	No	3	0.33	45	13,880	0.1182	1,641	337	1,978	*	**	1,510	1,600	***	**D**	E	E
2416 Matanzas Woods Parkway	I-95 SB to I-95 NB			0.29								12,690	0.1157	1,468	305	1,773							C	E
2417 Matanzas Woods Parkway	I-95 NB to Old King Rd Extension			0.23								12,168	0.1351	1,644	305	1,949							E	E
2418 Matanzas Woods Parkway	Old Kings Rd Extension at Matanzas HS Entrance			0.52								8,208	0.1896	1,556	305	1,861							D	E
			Segment Length:	3.00																				
	Old Kings Road																							
2700 Old Kings Road	US 1 to Princess Place Preserve Entrance			1.55							55	1,598	0.1127	180	49	229							B	B
2702 Old Kings Road	Princess Place Preserve Entrance to Forest Grove Drive			3.01								6,707	0.0823	552	49	601							B	B
2705 Old Kings Road	Forest Grove Drive to Farmsworth Drive			1.55							45	7,405	0.0956	708	222	930							B	C
2707 Old Kings Road	Farmsworth Drive to Frontier Drive	Arterial	UFH	0.39	2	No	n.a.	n.a.	n.a.	n.a.		9,730	0.0958	932	222	1,154	*	770	1,530	2,170	2,990	**D**	C	C
2710 Old Kings Road	Frontier Drive to Fleetwood Drive			0.46							35	12,513	0.0879	1,100	220	1,320							C	C
2715 Old Kings Road	Fleetwood Drive to Farragut Drive			0.65								16,203	0.0857	1,389	220	1,609							C	D
			Segment Length:	7.61																				
2720 Old Kings Road	Farragut Drive to Palm Coast Parkway	Arterial	Class 1	0.39	4	Yes	Yes	Yes	1	2.56	35	23,893	0.084	2,007	199	2,206	*	**	3,420	3,580	**	**D**	C	C
			Segment Length:	0.39																				
2730 Old Kings Road	Palm Coast Parkway to Utility Drive			0.63							35	15,971	0.0829	1,324	224	1,548							C	D
2735 Old Kings Road	Utility Drive to Oak Trails Boulevard			0.25	2	No						9,556	0.0892	852	224	1,076	*	770	1,530	2,170	2,990		C	C
2740 Old Kings Road	Oak Trails Boulevard to Hidden Lake Blvd			3.35								9,332	0.0883	824	257	1,081								
2743 Old Kings Road	Hidden Lake Blvd to Town Center Drive	Arterial	UFH	0.20			n.a.	n.a.	n.a.	n.a.	45	9,645	0.0887	856	257	1,113						**D**	C	C
2745 Old Kings Road	Town Center Boulevard to SR 100			1.61	4	Yes						9,891	0.087	861	251	1,112	*	3,300	4,660	5,900	6,530		B	B
2750 Old Kings Road	SR 100 to Palm Coast City Limit			0.30	2	No					50	9,422	0.1414	1,332	88	1,420	*	770	1,530	2,170	2,990		C	C
			Segment Length:	6.34																				
	Palm Coast Parkway																							
2800 Palm Coast Parkway	US 1 to Pine Lakes Parkway	Arterial	Class 1	0.53	4	Yes	Yes	Yes	1	1.89	45	15,106	0.0988	1,492	922	2,414	*	**	3,420	3,580	***	**D**	C	C
	Palm Coast Parkway (Eastbound)																							
2815 Palm Coast Parkway (Eastbound)	Pine Lakes Parkway to Belle Terre Parkway	Arterial	Class 1 (One	1.22	2	One Way	Yes	No	2	1.06	45	13,199	0.0949	1,253	478	1,731	*	**	2,050	2,150	***	**D**	C	C
2825 Palm Coast Parkway (Eastbound)	Belle Terre Parkway to Cypress Point Parkway		Way)	0.66	3						40	19,308	0.0849	1,639	321	1,960	*	**	3,150	3,240	***		C	C

Transportation Facility Status Report

Citywide Traffic Counts Fall 2023 - December 31, 2023

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
		Segment Length:		1.88																				
	Palm Coast Parkway (Westbound)																							
2820 Palm Coast Parkway (Westbound)	Cypress Point Parkway to Belle Terre Parkway	Arterial	Class 1 (One	0.65	3	One Way	Yes	No	2	1.10	40	18,837	0.0941	1,773	321	2,094	*	**	3,150	3,240	***	**D**	C	C
2810 Palm Coast Parkway (Westbound)	Belle Terre Parkway to Pine Lakes Parkway		Way)	1.16	2						45	12,729	0.087	1,107	478	1,585	*	**	2,050	2,150	***		C	C
		Segment Length:		1.81																				
	Palm Coast Parkway																							
2826 Palm Coast Parkway	Cypress Point Parkway to I-95 South Bound Ramps			0.27								48,983	0.0846	4,144	562	4,706							C	C
2827 Palm Coast Parkway	I-95 South Bound Ramps to I-95 North Bound Ramps	Arterial	Class 1	0.39	6	Yes	Yes	Yes	3	3.33	40	40,003	0.0968	3,872	240	4,112	*	**	5,250	5,390	***	**D**	C	C
2830 Palm Coast Parkway	I-95 North Bound Ramps to Old Kings Road			0.24								48,084	0.0819	3,938	262	4,200							C	C
		Segment Length:		0.90																				
	Palm Coast Parkway (Eastbound)																							
2845 Palm Coast Parkway (Eastbound)	Old Kings Road to Florida Park Drive		Class 1 (One Way)	0.34								16,857	0.0847	1,428	155	1,583							C	C
2855 Palm Coast Parkway (Eastbound)	Florida Park Drive to Club House Drive	Arterial		0.26	2	One Way	Yes	Yes	3	1.69	45	13,953	0.0903	1,260	188	1,448	*	**	3,150	3,240	***	**D**	C	C
2865 Palm Coast Parkway (Eastbound)	Club House Drive to Colbert Lane			0.25								11,633	0.0908	1,056	122	1,178							C	C
2875 Palm Coast Parkway (Eastbound)	Colbert Lane to Palm Harbor Parkway			0.93								7,301	0.0893	652	130	782							C	C
		Segment Length:		1.78																				
	Palm Coast Parkway (Westbound)																							
2870 Palm Coast Parkway (Westbound)	Palm Harbor Parkway to Colbert Lane		Class 1 (One Way)	0.65							45	7,938	0.0821	652	119	771							C	C
2860 Palm Coast Parkway (Westbound)	Colbert Lane to Club House Drive	Arterial		0.32	2							11,333	0.08	907	113	1,020	*	**	2,050	2,150	***	**D**	C	C
2850 Palm Coast Parkway (Westbound)	Club House Drive to Florida Park Drive			0.28							40	14,133	0.0888	1,256	150	1,406							C	C
2840 Palm Coast Parkway (Westbound)	Florida Park Drive to Old Kings Road			0.33		One Way	Yes	No	3	1.90		18,891	0.0881	1,664	132	1,796							C	C
		Segment Length:		1.58																				
	Palm Coast Parkway (Hammock Dunes Parkway)																							
2880 Palm Coast Parkway (Hammock Dunes Parkway)	Palm Harbor Parkway to SR A1A	Arterial	Class 1	1.11	2	No	Yes	Yes	1	0.90	45	14,253	0.0856	1,220	125	1,345	*	**	1,510	1,600	***	**D**	C	C
	Palm Harbor Parkway																							
2890 Palm Harbor Parkway	Matanzas HS Entrance to Cris Lane			0.60								6,731	0.1129	760	217	977							B	C
2895 Palm Harbor Parkway	Cris Lane to Fellowship Lane	Collector	UFH	0.70	2	No	n.a.	n.a.	n.a.	n.a.	45	6,916	0.1087	752	217	969	*	770	1,530	2,170	2,990	**D**	B	C
2900 Palm Harbor Parkway	Fellowship Lane to Florida Park Drive			0.70								7,727	0.0958	740	217	957							B	C
2910 Palm Harbor Parkway	Florida Park Drive to Club House Drive			1.78								6,994	0.0938	656	173	829							B	C
		Segment Length:		3.78																				
2920 Palm Harbor Parkway	Club House Drive to Palm Coast Parkway	Collector	Class 2	0.75	2	No	No	No	2	2.67	35	6,394	0.0857	548	181	729	*	**	660	1,330	1,410	**D**	C	D
	Pine Lakes Parkway																							
3000 Pine Lakes Parkway	Belle Terre Parkway (N) to Palm Coast Parkway			1.21								5,585	0.0931	520	21	541							C	C
3002 Pine Lakes Parkway	Palm Coast Parkway to Commerce Boulevard	Collector	Class 1	0.15	2	No	Yes	Yes	2	0.40	45	10,271	0.0931	956	30	986	*	**	1,510	1,600	***	**D**	C	C
3010 Pine Lakes Parkway	Commerce Boulevard to White Mill Drive			1.85								10,752	0.09	968	35	1,003							C	C
3020 Pine Lakes Parkway	White Mill Drive to Belle Terre Parkway (S)			1.81								13,192	0.0879	1,160	22	1,182							C	C
		Segment Length:		5.02																				
	Ravenwood Drive																							
3911 Ravenwood Drive	White View Parkway to Rymfire Drive	Collector	UFH	0.56	2	No	n.a.	n.a.	n.a.	n.a.	45	5,939	0.0855	508	0	508	*	770	1,530	2,170	2,990	**D**	B	B
	Royal Palms Parkway																							
3200 Royal Palms Parkway	US 1 to Rymfire Drive			0.68							55	7,140	0.1042	744	178	922							C	C
3210 Royal Palms Parkway	Rymfire Drive to Belle Terre Parkway	Arterial	Class 1	2.05	2	No	Yes	No	1	0.23		5,412	0.1027	556	178	734	*	**	1,510	1,600	***	**D**	C	C
3212 Royal Palms Parkway	Belle Terre Parkway to Town Center Boulevard			1.57							45	8,824	0.0993	876	146	1,022							C	C
		Segment Length:		4.30																				
	Rymfire Drive																							
3215 Rymfire Drive	Royal Palms Parkway to Ravenwood Drive	Collector	UFH	1.71	2	No	n.a.	n.a.	n.a.	0.00	45	5,606	0.1042	584	0	584	*	770	1,530	2,170	2,990	**D**	B	B
3225 Rymfire Drive	Ravenwood Drive to Belle Terre Parkway			1.34								11,401	0.0895	1,020	0	1,020							C	C
		Segment Length:		3.05																				
	Seminole Woods Pkwy																							
3325 Seminole Woods Pkwy	SR 100 to Ulaturn Place			0.95	4	Yes						14,303	0.09	1,287	384	1,671	*	3,300	4,660	5,900	6,530		B	B
3300 Seminole Woods Pkwy	Ulaturn Place to Citation Pkwy	Collector	UFH	1.45			n.a.	n.a.	n.a.	n.a.	50	12,272	0.09	1,104	381	1,485						**D**	B	B
3310 Seminole Woods Pkwy	Citation Pkwy to Sesame Blvd			1.15	2	No						4,536	0.1349	612	306	918	*	770	1,530	2,170	2,990		B	B
3305 Seminole Woods Pkwy	Sesame Blvd to US 1			1.37								6,959	0.0983	684	310	994							B	B
		Segment Length:		4.92																				
	Sesame Boulevard																							
3320 Sesame Boulevard	Seminole Woods Pkwy to terminus	Collector	UFH	2.92	2	No	n.a.	n.a.	n.a.	n.a.	45	6,170	0.1031	636	0	636	*	770	1,530	2,170	2,990	**D**	B	B
	State Road 100																							
3560 State Road 100	John Anderson Drive to Colbert Lane			1.17								23,062	0.0846	1,951	232	2,183							C	C
3550 State Road 100	Colbert Lane to Tuscany Blvd.	Arterial	State Class 1	0.46	4	Yes	Yes	No	2	0.74	55	24,630	0.0888	2,187	252	2,439	*	**	3,420	3,580	***	**D**	C	C
3540 State Road 100	Tuscany Blvd. to Old Kings Road			1.07								24,346	0.0729	1,775	252	2,027							C	C
		Segment Length:		2.70																				
3530 State Road 100	Old Kings Road to I-95			0.49							55	27,565	0.0663	1,828	408	2,236						**D**	C	C
3525 State Road 100	I-95 to Memorial Medical Parkway			0.27								37,732	0.0859	3,241	747	3,988							C	F
3520 State Road 100	Memorial Medical Pkwy to Seminole Woods Pkwy			0.35							50	34,523	0.1013	3,497	745	4,242							D	F
3515 State Road 100	Seminole Woods Pkwy to Bulldog Drive	Arterial	State Class 1	0.27	4	Yes	Yes	No	6	1.96		34,279	0.0629	2,156	249	2,405	*	**	3,420	3,580	***	**C**	C	C
3510 State Road 100	Bulldog Drive to Landing Blvd			0.78							55	32,283	0.0814	2,628	232	2,860							C	C

Transportation Facility Status Report

Citywide Traffic Counts Fall 2023 - December 31, 2023

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
3505 State Road 100	Landing Blvd to Belle Terre Pkwy			0.45								28,600	0.0892	2,551	232	2,783							C	C
3500 State Road 100	Belle Terre Pkwy to Palm Coast City Limits			0.45								32,025	0.0814	2,607	236	2,843							C	C
			Segment Length:	3.06																				
	Town Center Blvd.																							
4100 Town Center Blvd.	SR 100 to Hospital Drive			0.29	4	Yes						7,242	0.1265	916	686	1,602	*	3,300	4,660	5,900	6,530		B	B
4110 Town Center Blvd.	Hospital Drive to Central Avenue			0.39								7,129	0.1246	888	648	1,536							B	B
4120 Town Center Blvd.	Central Avenue to Lake Avenue	Collector	UFH	0.30			n.a.	n.a.	n.a.	n.a.	25	6,810	0.1521	1,036	35	1,071						D	C	C
4130 Town Center Blvd.	Lake Avenue to Royal Palm Parkway			0.59	2							6,409	0.1267	812	35	847	*	770	1,530	2,170	2,990		C	C
4140 Town Center Blvd.	Royal Palm Parkway to Old Kings Road			0.25		No						10,206	0.0909	928	390	1,318							C	C
			Segment Length:	1.82																				
	Tuscany Blvd.																							
4145 Tuscany Blvd.	Old Kings Road to SR100	Collector	Class 1	2.01	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
	US1 (SR5)																							
3700 US1 (SR5)	St. Johns County Line to Old Kings Road			0.76							60	13,684	0.1117	1,529	508	2,037							C	C
3702 US1 (SR5)	Old Kings Road to Matanzas Woods Parkway			2.61							65	15,505	0.096	1,488	739	2,227							C	C
3705 US1 (SR5)	Matanzas Woods Parkway to Palm Coast Parkway	Arterial	State Class 1	3.65	4	Yes	Yes	No	3	0.25		18,687	0.0955	1,785	1,383	3,168	*	**	3,420	3,580	***	D	C	C
3710 US1 (SR5)	Palm Coast Parkway to White View Parkway			2.11							60	20,783	0.0943	1,960	545	2,505							C	C
3720 US1 (SR5)	White View Parkway to Royal Palms Parkway			1.78								22,118	0.093	2,057	463	2,520							C	C
3725 US1 (SR5)	Royal Palms Parkway to Espanola Road			1.07								24,367	0.0913	2,225	273	2,498							C	C
			Segment Length:	11.98																				
101 US1 (SR5)	Palm Coast City Limit to Belle Terre Pkwy			0.57								14,567	0.0901	1,312	264	1,576							C	C
3750 US1 (SR5)	Belle Terre Pkwy to DuPont Rd	Arterial	State Class 1	0.9	4	Yes	Yes	No	2	0.69	60	17,288	0.085	1,469	490	1,959	*	**	3,420	3,580	***	D	C	C
3755 US1 (SR5)	DuPont Rd to Seminole Woods Pkwy			1.04								19,314	0.0994	1,920	281	2,201							C	C
235 US1 (SR5)	Seminole Woods Pkwy to Palm Coast City Limit			0.37								18,084	0.0929	1,680	325	2,005							C	C
			Segment Length:	2.88																				
	White Mill Drive																							
3915 White Mill Drive	Pine Lakes Parkway to White View Parkway	Collector	UFH	0.39	2	No	n.a.	n.a.	n.a.	n.a.	40	5,014	0.0902	452	18	470	*	770	1,530	2,170	2,990	D	B	B
	White View Parkway																							
3920 White View Parkway	US 1 to White Mill Drive			0.88	4	Yes					45	8,964	0.0982	880	10	890	*	**	3,420	3,580	***		C	C
3910 White View Parkway	White Mill Drive to Belle Terre Parkway	Arterial	Class 1	1.53	2	No	Yes	No	1	0.28	50	8,446	0.0928	784	23	807	*	**	1,510	1,600	***	D	C	C
3900 White View Parkway	Belle Terre Parkway to Pritchard Drive			1.11							45	8,277	0.0797	660	5	665							C	C
			Segment Length:	3.52																				

Freeway = Interstate Highway, State = State Highway, UFH = Uninterrupted Flow Highway, Class 1 = 40 mph or higher speed limit, Class 2 = 35 mph or lower speed limit, PMPH = P.M. Peak Hour, K (actual) = Measured Peak Hour Factor.

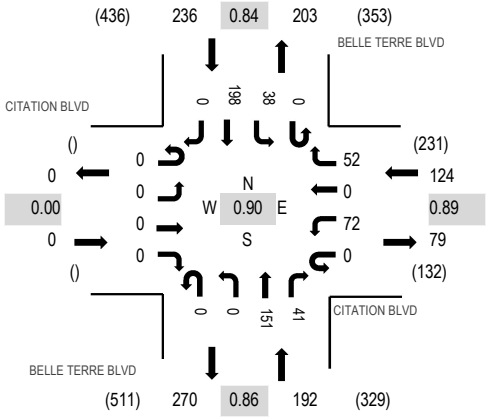
Appendix D

(Traffic Count Data)

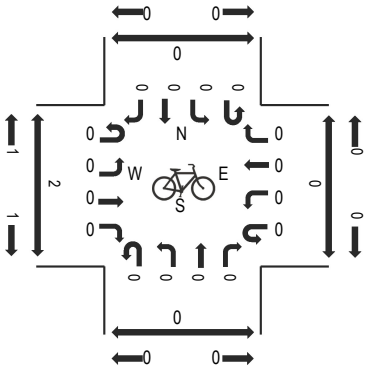
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 BELLE TERRE BLVD & CITATION BLVD AM
Date: Tuesday, October 14, 2025
Peak Hour: 07:30 AM - 08:30 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

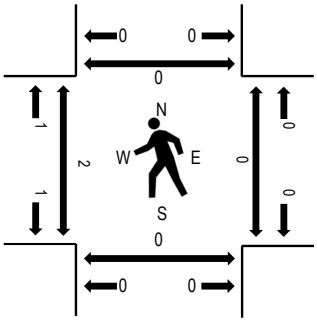
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	CITATION BLVD Eastbound				CITATION BLVD Westbound				BELLE TERRE BLVD Northbound				BELLE TERRE BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	13	0	9	0	0	20	5	0	9	36	0	92	499	0	0	0	0
7:15 AM	0	0	0	0	0	16	0	12	0	0	31	5	0	4	60	0	128	540	0	0	0	0
7:30 AM	0	0	0	0	0	14	0	16	0	0	40	11	0	4	40	0	125	552	1	0	0	0
7:45 AM	0	0	0	0	0	19	0	16	0	0	47	9	0	10	53	0	154	552	0	0	0	0
8:00 AM	0	0	0	0	0	21	0	11	0	0	31	13	0	7	50	0	133	497	1	0	0	0
8:15 AM	0	0	0	0	0	18	0	9	0	0	33	8	0	17	55	0	140		0	0	0	0
8:30 AM	0	0	0	0	0	16	0	11	0	0	33	15	0	7	43	0	125		1	0	0	0
8:45 AM	0	0	0	0	0	20	0	10	0	0	24	4	0	4	37	0	99		1	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	1	0	0	1	2	0	4
Lights	0	0	0	0	0	63	0	52	0	0	145	31	0	34	191	0	516
Mediums	0	0	0	0	0	9	0	0	0	0	5	10	0	3	5	0	32
Total	0	0	0	0	0	72	0	52	0	0	151	41	0	38	198	0	552

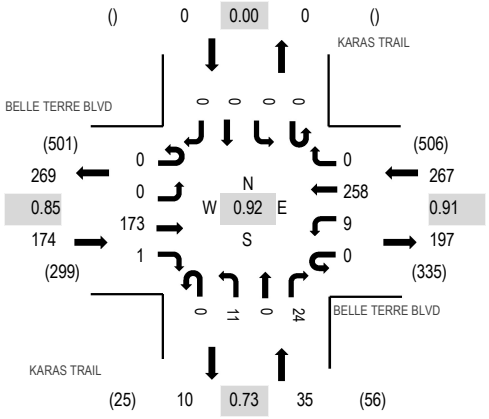
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				7.3%				8.3%				4.7%			6.5%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	12.5%	0.0%	0.0%	0.0%	0.0%	4.0%	24.4%	0.0%	10.5%	3.5%	0.0%	6.5%
Peak Hour Factor		0.00				0.89				0.86				0.84			0.90
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.89	0.00	0.86	0.00	0.00	0.80	0.75	0.00	0.60	0.85	0.00	0.90

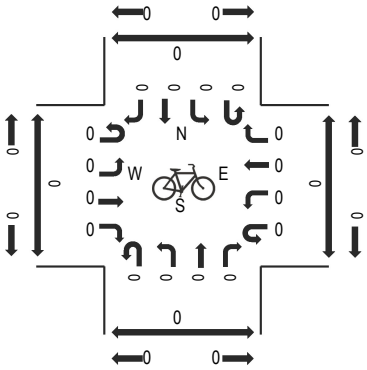
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 3 KARAS TRAIL & BELLE TERRE BLVD AM
Date: Tuesday, October 14, 2025
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

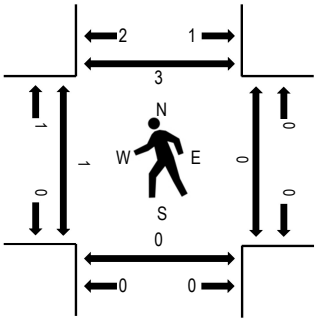
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BELLE TERRE BLVD Eastbound				BELLE TERRE BLVD Westbound				KARAS TRAIL Northbound				KARAS TRAIL Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	21	1	0	0	49	0	0	0	0	1	0	0	0	0	72	430	0	0	0	1
7:15 AM	0	0	31	0	0	2	71	0	0	6	0	6	0	0	0	0	116	476	0	0	0	1
7:30 AM	0	0	45	0	0	4	56	0	0	0	0	8	0	0	0	0	113	468	0	0	0	2
7:45 AM	0	0	52	0	0	0	68	0	0	3	0	6	0	0	0	0	129	472	0	0	0	0
8:00 AM	0	0	45	1	0	3	63	0	0	2	0	4	0	0	0	0	118	431	1	0	0	0
8:15 AM	0	0	29	1	0	4	66	0	0	3	0	5	0	0	0	0	108		0	0	0	0
8:30 AM	0	0	49	0	1	4	55	0	0	3	0	5	0	0	0	0	117		0	1	0	0
8:45 AM	0	0	24	0	0	5	55	0	0	1	0	3	0	0	0	0	88		0	2	1	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2
Lights	0	0	159	1	0	8	247	0	0	9	0	24	0	0	0	0	448
Mediums	0	0	14	0	0	1	9	0	0	2	0	0	0	0	0	0	26
Total	0	0	173	1	0	9	258	0	0	11	0	24	0	0	0	0	476

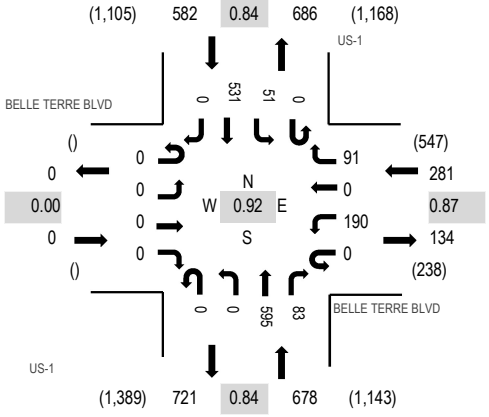
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			8.0%				4.5%				5.7%				0.0%		5.9%
Heavy Vehicle %	0.0%	0.0%	8.1%	0.0%	0.0%	11.1%	4.3%	0.0%	0.0%	18.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.9%
Peak Hour Factor			0.85				0.91				0.73				0.00		0.92
Peak Hour Factor	0.00	0.00	0.84	0.50	0.25	0.80	0.91	0.00	0.00	0.46	0.00	0.75	0.00	0.00	0.00	0.00	0.92

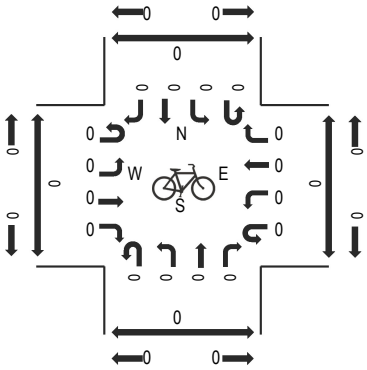
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 4 US-1 & BELLE TERRE BLVD AM
Date: Tuesday, October 14, 2025
Peak Hour: 07:30 AM - 08:30 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

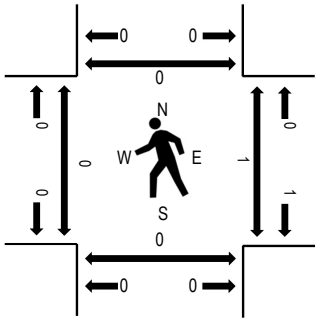
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BELLE TERRE BLVD Eastbound				BELLE TERRE BLVD Westbound				US-1 Northbound				US-1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	46	0	17	0	0	74	14	0	6	144	0	301	1,389	0	0	0	0
7:15 AM	0	0	0	0	0	61	0	24	0	0	78	19	0	5	118	0	305	1,488	0	0	0	0
7:30 AM	0	0	0	0	0	49	0	17	0	0	133	19	0	13	133	0	364	1,541	0	0	0	0
7:45 AM	0	0	0	0	0	54	0	23	0	0	176	26	0	12	128	0	419	1,529	0	0	0	0
8:00 AM	0	0	0	0	0	45	0	24	0	0	136	22	0	20	153	0	400	1,406	0	0	0	0
8:15 AM	0	0	0	0	0	42	0	27	0	0	150	16	0	6	117	0	358		0	1	0	0
8:30 AM	0	0	0	0	0	39	0	24	0	0	131	19	0	18	121	0	352		0	0	0	0
8:45 AM	0	0	0	0	0	36	0	19	0	0	115	15	0	8	103	0	296		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	1	0	1	0	0	16	1	0	0	12	0	31
Lights	0	0	0	0	0	183	0	81	0	0	547	77	0	39	496	0	1,423
Mediums	0	0	0	0	0	6	0	9	0	0	32	5	0	12	23	0	87
Total	0	0	0	0	0	190	0	91	0	0	595	83	0	51	531	0	1,541

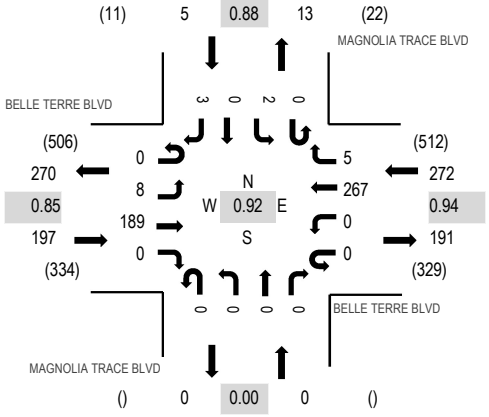
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				6.0%				8.0%				8.1%			7.7%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	3.7%	0.0%	11.0%	0.0%	0.0%	8.1%	7.2%	0.0%	23.5%	6.6%	0.0%	7.7%
Peak Hour Factor		0.00				0.87				0.84				0.84			0.92
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.86	0.00	0.91	0.00	0.00	0.85	0.83	0.00	0.70	0.87	0.00	0.92

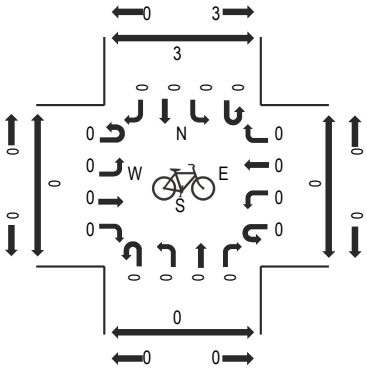
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 5 MAGNOLIA TRACE BLVD & BELLE TERRE BLVD AM
Date: Tuesday, October 14, 2025
Peak Hour: 07:45 AM - 08:45 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

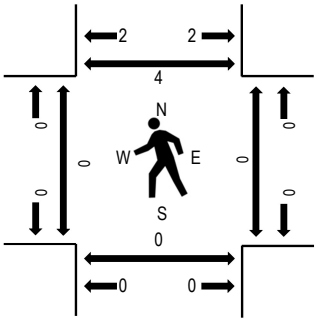
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BELLE TERRE BLVD Eastbound				BELLE TERRE BLVD Westbound				MAGNOLIA TRACE BLVD Northbound				MAGNOLIA TRACE BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	1	24	0	0	0	48	2	0	0	0	0	0	0	0	0	75	426	0	0	0	1
7:15 AM	0	2	34	0	0	0	73	1	0	0	0	0	0	3	0	1	114	466	0	0	0	1
7:30 AM	0	0	51	0	0	0	57	0	0	0	0	0	0	0	0	0	108	466	0	0	0	0
7:45 AM	0	2	56	0	0	0	70	1	0	0	0	0	0	0	0	0	129	474	0	0	0	0
8:00 AM	0	1	45	0	0	0	65	3	0	0	0	0	0	0	0	1	115	431	0	0	0	0
8:15 AM	0	0	40	0	0	0	71	1	0	0	0	0	0	1	0	1	114		0	0	0	2
8:30 AM	0	5	48	0	0	0	61	0	0	0	0	0	0	1	0	1	116		0	0	0	2
8:45 AM	0	1	24	0	0	0	57	2	0	0	0	0	0	2	0	0	86		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	2	0	0	0	1	0	0	0	0	0	0	0	0	0	3
Lights	0	7	177	0	0	0	253	5	0	0	0	0	0	2	0	2	446
Mediums	0	1	10	0	0	0	13	0	0	0	0	0	0	0	0	1	25
Total	0	8	189	0	0	0	267	5	0	0	0	0	0	2	0	3	474

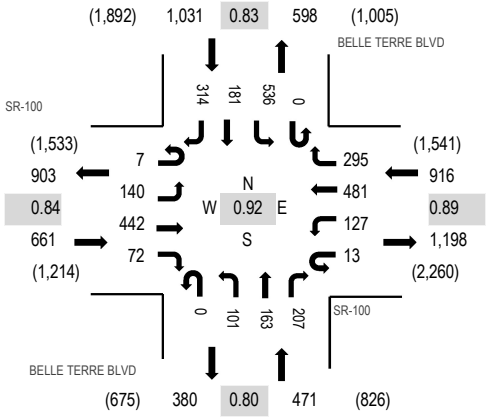
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		6.6%				5.1%				0.0%				20.0%			5.9%
Heavy Vehicle %	0.0%	12.5%	6.3%	0.0%	0.0%	0.0%	5.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	33.3%	5.9%
Peak Hour Factor		0.85				0.94				0.00				0.88			0.92
Peak Hour Factor	0.00	0.40	0.86	0.00	0.00	0.00	0.94	0.50	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.75	0.92

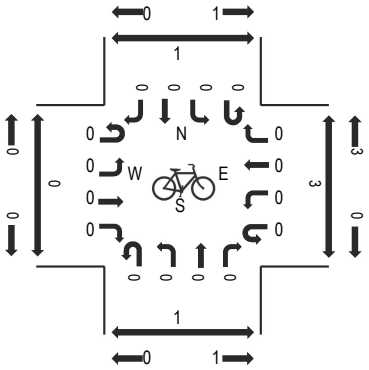
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 8 BELLE TERRE BLVD & SR-100 AM
Date: Tuesday, October 14, 2025
Peak Hour: 07:45 AM - 08:45 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

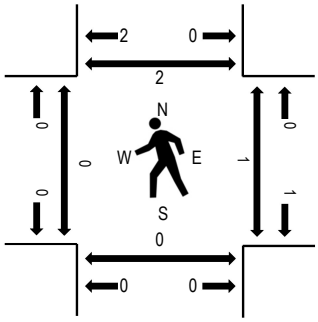
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SR-100 Eastbound				SR-100 Westbound				BELLE TERRE BLVD Northbound				BELLE TERRE BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	21	66	11	3	17	57	43	0	9	33	32	0	90	28	27	437	2,507	0	0	0	0
7:15 AM	1	20	73	13	1	18	81	35	0	16	18	39	0	145	49	49	558	2,831	0	2	2	0
7:30 AM	0	23	158	9	2	23	87	39	0	21	32	56	0	123	45	57	675	3,004	0	0	1	2
7:45 AM	0	28	122	12	1	32	116	64	0	28	41	79	0	174	54	86	837	3,079	0	0	0	0
8:00 AM	3	33	101	19	1	29	132	96	0	28	39	40	0	130	46	64	761	2,966	0	0	0	0
8:15 AM	3	27	93	23	4	34	101	83	0	19	45	40	0	121	49	89	731		0	1	0	1
8:30 AM	1	52	126	18	7	32	132	52	0	26	38	48	0	111	32	75	750		0	0	0	1
8:45 AM	0	34	109	15	6	27	116	70	0	34	39	26	0	133	40	75	724		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	1	7	1	0	1	1	3	0	0	1	2	0	0	1	0	18
Lights	7	133	422	67	13	124	459	288	0	101	160	203	0	527	175	310	2,989
Mediums	0	6	13	4	0	2	21	4	0	0	2	2	0	9	5	4	72
Total	7	140	442	72	13	127	481	295	0	101	163	207	0	536	181	314	3,079

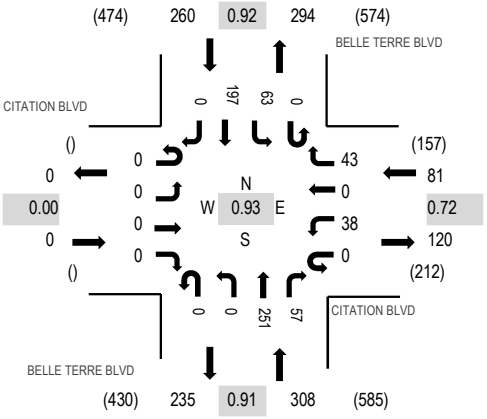
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		4.8%				3.5%				1.5%				1.8%			2.9%
Heavy Vehicle %	0.0%	5.0%	4.5%	6.9%	0.0%	2.4%	4.6%	2.4%	0.0%	0.0%	1.8%	1.9%	0.0%	1.7%	3.3%	1.3%	2.9%
Peak Hour Factor		0.84				0.89				0.80				0.83			0.92
Peak Hour Factor	0.58	0.70	0.75	0.82	0.64	0.93	0.91	0.78	0.00	0.79	0.91	0.68	0.00	0.82	0.90	0.88	0.92

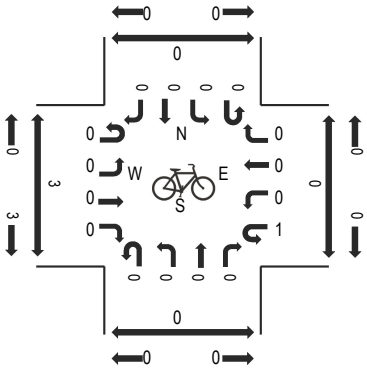
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 BELLE TERRE BLVD & CITATION BLVD PM
Date: Tuesday, October 14, 2025
Peak Hour: 04:15 PM - 05:15 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

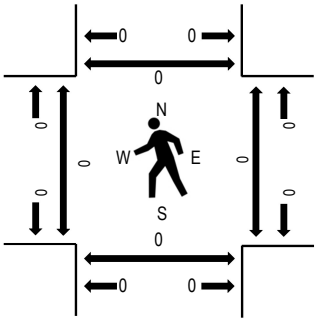
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	CITATION BLVD Eastbound				CITATION BLVD Westbound				BELLE TERRE BLVD Northbound				BELLE TERRE BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	6	0	10	0	0	54	14	0	11	40	0	135	610	0	0	0	0
4:15 PM	0	0	0	0	0	10	0	14	0	0	62	15	0	17	49	0	167	649	0	0	0	0
4:30 PM	0	0	0	0	0	8	0	8	0	0	74	11	0	20	51	0	172	625	0	0	0	0
4:45 PM	0	0	0	0	0	10	0	8	0	0	51	15	0	8	44	0	136	585	0	0	0	0
5:00 PM	0	0	0	0	0	10	0	13	0	0	64	16	0	18	53	0	174	606	0	0	0	0
5:15 PM	0	0	0	0	0	9	0	9	0	0	56	7	0	9	53	0	143		0	0	0	0
5:30 PM	0	0	0	0	0	3	0	10	0	0	57	11	0	14	37	0	132		0	0	0	0
5:45 PM	0	0	0	0	0	9	0	20	0	0	64	14	0	12	38	0	157		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	2
Lights	0	0	0	0	0	37	0	40	0	0	247	57	0	61	193	0	635
Mediums	0	0	0	0	0	1	0	2	0	0	3	0	0	2	4	0	12
Total	0	0	0	0	0	38	0	43	0	0	251	57	0	63	197	0	649

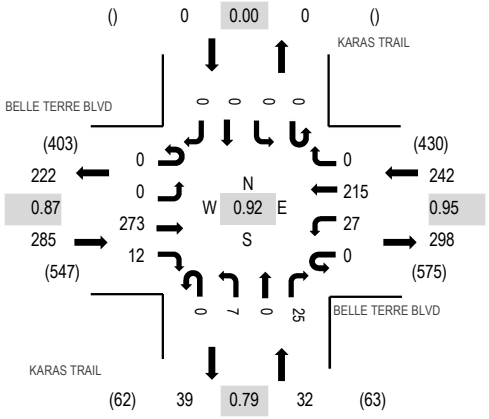
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				4.9%				1.3%				2.3%			2.2%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	2.6%	0.0%	7.0%	0.0%	0.0%	1.6%	0.0%	0.0%	3.2%	2.0%	0.0%	2.2%
Peak Hour Factor		0.00				0.72				0.91				0.92			0.93
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.95	0.00	0.65	0.00	0.00	0.85	0.89	0.00	0.79	0.95	0.00	0.93

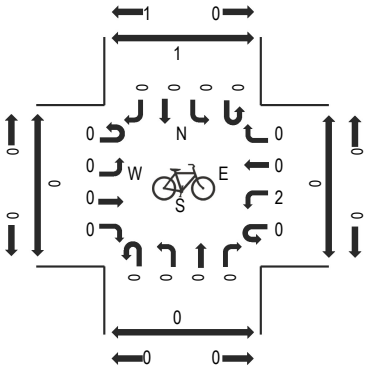
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 3 KARAS TRAIL & BELLE TERRE BLVD PM
Date: Tuesday, October 14, 2025
Peak Hour: 04:15 PM - 05:15 PM
Peak 15-Minutes: 04:30 PM - 04:45 PM

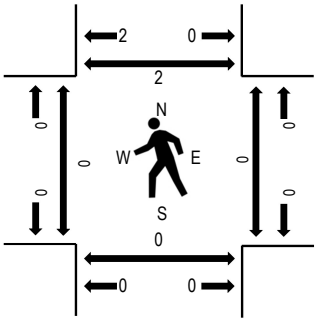
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BELLE TERRE BLVD Eastbound				BELLE TERRE BLVD Westbound				KARAS TRAIL Northbound				KARAS TRAIL Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	65	1	0	3	39	0	0	2	0	2	0	0	0	0	112	528	0	0	0	2
4:15 PM	0	0	73	3	0	8	55	0	0	2	0	2	0	0	0	0	143	559	0	0	0	2
4:30 PM	0	0	79	3	0	5	57	0	0	2	0	6	0	0	0	0	152	546	0	0	0	0
4:45 PM	0	0	58	1	0	6	47	0	0	3	0	6	0	0	0	0	121	505	0	0	0	0
5:00 PM	0	0	63	5	0	8	56	0	0	0	0	11	0	0	0	0	143	512	0	0	0	0
5:15 PM	0	0	56	3	0	10	48	0	0	4	0	9	0	0	0	0	130		0	0	0	0
5:30 PM	0	0	61	1	0	2	40	0	0	2	0	5	0	0	0	0	111		0	0	0	0
5:45 PM	0	0	74	1	0	2	44	0	0	2	0	5	0	0	0	0	128		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Lights	0	0	269	12	0	26	211	0	0	7	0	25	0	0	0	0	550
Mediums	0	0	3	0	0	1	4	0	0	0	0	0	0	0	0	0	8
Total	0	0	273	12	0	27	215	0	0	7	0	25	0	0	0	0	559

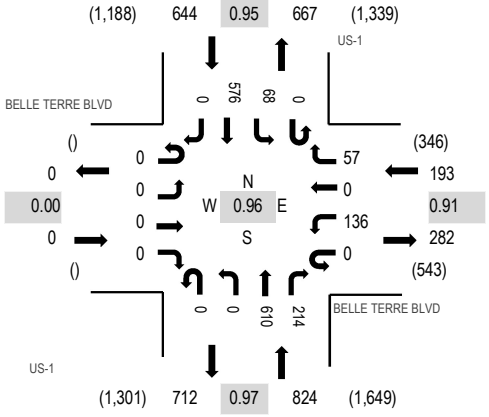
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			1.4%				2.1%				0.0%				0.0%		1.6%
Heavy Vehicle %	0.0%	0.0%	1.5%	0.0%	0.0%	3.7%	1.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.6%
Peak Hour Factor			0.87				0.95				0.79				0.00		0.92
Peak Hour Factor	0.00	0.00	0.87	0.60	0.00	0.73	0.94	0.00	0.00	0.56	0.00	0.73	0.00	0.00	0.00	0.00	0.92

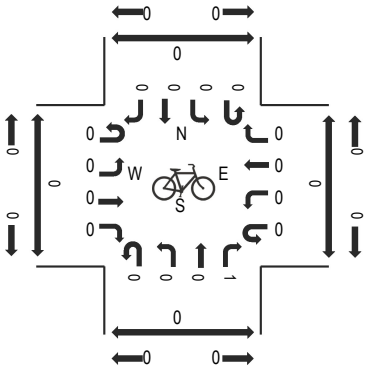
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 4 US-1 & BELLE TERRE BLVD PM
Date: Tuesday, October 14, 2025
Peak Hour: 04:15 PM - 05:15 PM
Peak 15-Minutes: 04:30 PM - 04:45 PM

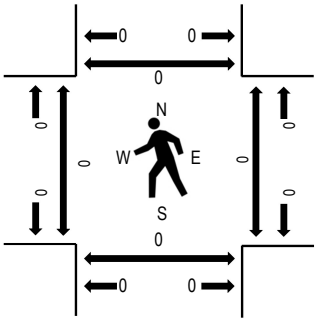
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BELLE TERRE BLVD Eastbound				BELLE TERRE BLVD Westbound				US-1 Northbound				US-1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	18	0	11	0	0	143	45	0	26	144	0	387	1,634	0	0	0	0
4:15 PM	0	0	0	0	0	38	0	15	0	0	141	57	0	16	148	0	415	1,661	0	0	0	0
4:30 PM	0	0	0	0	0	34	0	18	0	0	157	54	0	17	153	0	433	1,650	0	0	0	0
4:45 PM	0	0	0	0	0	26	0	15	0	0	167	51	0	15	125	0	399	1,599	0	0	0	0
5:00 PM	0	0	0	0	0	38	0	9	0	0	145	52	0	20	150	0	414	1,549	0	0	0	0
5:15 PM	0	0	0	0	0	36	0	13	0	0	175	39	0	14	127	0	404		0	0	0	0
5:30 PM	0	0	0	0	0	26	0	12	0	0	162	55	0	9	118	0	382		0	0	0	0
5:45 PM	0	0	0	0	0	27	0	10	0	0	146	60	0	13	93	0	349		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	11	1	0	0	6	0	18
Lights	0	0	0	0	0	133	0	56	0	0	579	212	0	67	548	0	1,595
Mediums	0	0	0	0	0	3	0	1	0	0	20	1	0	1	22	0	48
Total	0	0	0	0	0	136	0	57	0	0	610	214	0	68	576	0	1,661

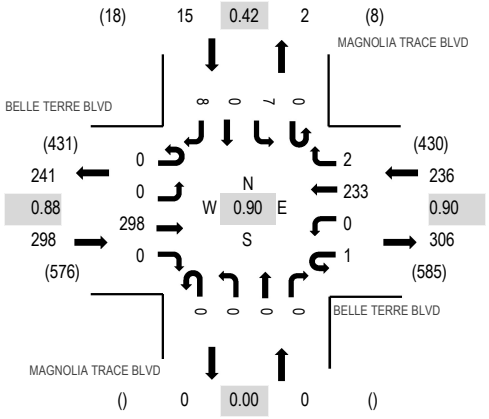
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				2.1%				4.0%				4.5%			4.0%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	2.2%	0.0%	1.8%	0.0%	0.0%	5.1%	0.9%	0.0%	1.5%	4.9%	0.0%	4.0%
Peak Hour Factor		0.00				0.91				0.97				0.95			0.96
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.89	0.00	0.82	0.00	0.00	0.93	0.94	0.00	0.71	0.94	0.00	0.96

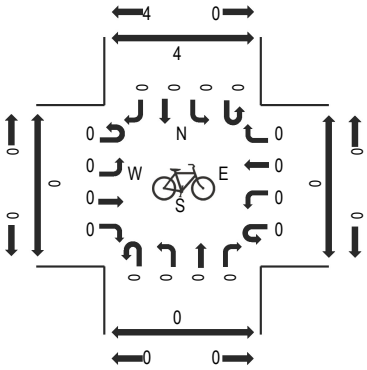
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 5 MAGNOLIA TRACE BLVD & BELLE TERRE BLVD PM
Date: Tuesday, October 14, 2025
Peak Hour: 04:15 PM - 05:15 PM
Peak 15-Minutes: 04:30 PM - 04:45 PM

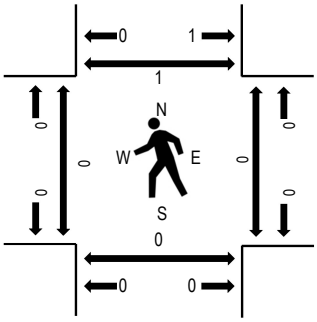
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BELLE TERRE BLVD Eastbound				BELLE TERRE BLVD Westbound				MAGNOLIA TRACE BLVD Northbound				MAGNOLIA TRACE BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	2	67	0	0	0	43	2	0	0	0	0	0	2	0	0	116	521	0	0	0	0
4:15 PM	0	0	74	0	0	0	60	0	0	0	0	0	0	2	0	2	138	549	0	0	0	1
4:30 PM	0	0	85	0	0	0	57	1	0	0	0	0	0	3	0	6	152	536	0	0	0	0
4:45 PM	0	0	63	0	0	0	52	0	0	0	0	0	0	0	0	0	115	492	0	0	0	0
5:00 PM	0	0	76	0	1	0	64	1	0	0	0	0	0	2	0	0	144	503	0	0	0	0
5:15 PM	0	0	64	0	0	0	60	1	0	0	0	0	0	0	0	0	125		0	0	0	0
5:30 PM	0	0	67	0	0	0	40	0	0	0	0	0	0	1	0	0	108		0	0	0	0
5:45 PM	0	0	78	0	0	0	47	1	0	0	0	0	0	0	0	0	126		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Lights	0	0	294	0	1	0	228	2	0	0	0	0	0	7	0	8	540
Mediums	0	0	3	0	0	0	5	0	0	0	0	0	0	0	0	0	8
Total	0	0	298	0	1	0	233	2	0	0	0	0	0	7	0	8	549

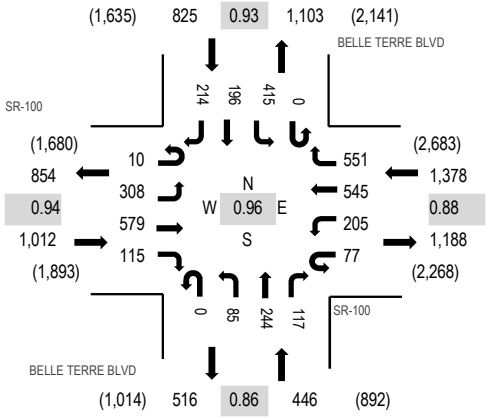
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			1.3%				2.1%				0.0%				0.0%		1.6%
Heavy Vehicle %	0.0%	0.0%	1.3%	0.0%	0.0%	0.0%	2.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.6%
Peak Hour Factor			0.88				0.90				0.00				0.42		0.90
Peak Hour Factor	0.00	0.25	0.88	0.00	0.25	0.00	0.91	0.38	0.00	0.00	0.00	0.00	0.00	0.58	0.00	0.33	0.90

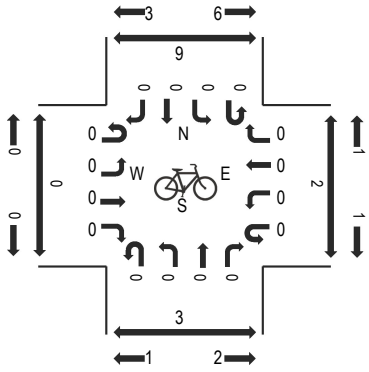
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 8 BELLE TERRE BLVD & SR-100 PM
Date: Tuesday, October 14, 2025
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

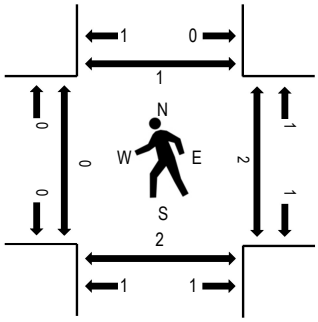
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SR-100 Eastbound				SR-100 Westbound				BELLE TERRE BLVD Northbound				BELLE TERRE BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	3	90	137	34	21	57	122	133	0	18	50	38	0	82	39	64	888	3,606	0	0	0	0
4:15 PM	1	95	120	23	27	64	125	112	0	31	50	34	0	117	42	69	910	3,614	0	0	0	0
4:30 PM	3	79	171	25	21	38	111	130	0	14	63	33	0	110	50	42	890	3,661	0	1	0	0
4:45 PM	0	69	161	32	23	44	139	161	0	16	58	21	0	93	40	61	918	3,628	0	0	1	0
5:00 PM	2	95	105	27	14	67	125	107	0	27	77	32	0	111	58	49	896	3,497	0	1	0	1
5:15 PM	5	65	142	31	19	56	170	153	0	28	46	31	0	101	48	62	957		0	0	1	0
5:30 PM	2	67	86	28	15	53	106	143	0	20	73	35	0	103	59	67	857		0	0	2	0
5:45 PM	3	66	111	15	22	55	132	118	0	19	41	37	0	95	29	44	787		0	0	1	3

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	1	2	0	0	0	1	1	0	0	0	1	0	0	0	1	7
Lights	10	307	569	113	77	202	540	547	0	83	243	113	0	401	192	210	3,607
Mediums	0	0	8	2	0	3	4	3	0	2	1	3	0	14	4	3	47
Total	10	308	579	115	77	205	545	551	0	85	244	117	0	415	196	214	3,661

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		1.3%				0.9%				1.6%				2.7%			1.5%
Heavy Vehicle %	0.0%	0.3%	1.7%	1.7%	0.0%	1.5%	0.9%	0.7%	0.0%	2.4%	0.4%	3.4%	0.0%	3.4%	2.0%	1.9%	1.5%
Peak Hour Factor		0.94				0.88				0.86				0.93			0.96
Peak Hour Factor	0.60	0.89	0.86	0.92	0.85	0.86	0.80	0.88	0.00	0.84	0.82	0.91	0.00	0.92	0.87	0.89	0.96

Appendix E

(SR-100 at Belle Terre Blvd Signal Timing Plan)

CITY OF PALM COAST SIGNAL TIMING SHEETS

LOCATION: SR 100 at Belle Terre Pkwy
Palm Coast

FREE: [ ]

DATE: 12/10/2025

SIGNAL #:

CO-ORD: [X]

Design By: Sean Castello

NETWORK #:

Controller Timing Chart

PHASE	1	2	3	4	5	6	7	8
DIRECTION	EBL	WB	SBL	NB	WBL	EB	NBL	SB
TURN TYPE	PROT	-	PROT		PROT	-	PROT	-
MIN GREEN	5	16	5	7	5	16	5	7
WALK		7		7		7		7
PED CLR		29		42		19		39
YELLOW	5.1	5.1	4.8	5.1	5.1	5.1	5.1	4.8
RED CLR	4.5	2.0	3.6	2.0	4.4	2.0	3.8	2.0
EXTENSION	3	3	3	3	3	3	3	3
MAX 1	46	100	45	32	46	100	32	30
MAX 2	20	80	30	25	33	80	25	30
MAX 3		-				-		
DYM MAX								
DYM STP								
RECALL		MIN				MIN		
DETECTOR	NON-LOCK	LOCK	NON-LOCK	NON-LOCK	NON-LOCK	LOCK	NON-LOCK	NON-LOCK
FLASH	RED	YELLOW	RED	RED	RED	YELLOW	RED	RED

COORDINATION TIMINGS

PATTERN	1	2	3	4	5	6	7	8
CYCLE	160	150	160	-	-	-	-	-
OFFSET	15	62	87	-	-	-	-	-

PHASE	1	2	3	4	5	6	7	8
PATTERN 1	27	57	34	42	32	52	26	50
PATTERN 2	33	53	35	29	35	51	26	38
PATTERN 3	40	58	30	32	45	53	24	38
PATTERN 4	-	-	-	-	-	-	-	-
PATTERN 5	-	-	-	-	-	-	-	-
PATTERN 6	-	-	-	-	-	-	-	-
PATTERN 7	-	-	-	-	-	-	-	-

Controller IP		Switch IP		Camera IP	
Controller Gateway		Switch Gateway		Camera Gateway	

REMARKS: Reference Phase

Beginning of Yellow

PATTERN 1,2 & 3

1	2	4	3
6	5	7	8

CITY OF PALM COAST SIGNAL TIMING SHEETS

LOCATION: SR 100 at Belle Terre Pkwy
Palm Coast

FREE:

DATE: 12/10/2025

SIGNAL #: 0

CO-ORD: X

Design By: Sean Castello

NETWORK #: 0

TIME OF DAY SCHEDULE

BASE DAY		1	2	3	4	5	6	7	Crosswalk Length
	TIME	00:00-6:30	06:30-9:30	09:30-15:00	15:00-18:30	18:30-21:00	21:00-0:00		
MON #1	PATTERN	FREE	PATTERN #1	PATTERN #2	PATTERN #3	PATTERN #2	FREE		P2
	TIME	00:00-6:30	06:30-9:30	09:30-15:00	15:00-18:30	18:30-21:00	21:00-0:00		
TUES #1	PATTERN	FREE	PATTERN #1	PATTERN #2	PATTERN #3	PATTERN #2	FREE		
	TIME	00:00-6:30	06:30-9:30	09:30-15:00	15:00-18:30	18:30-21:00	21:00-0:00		
WED #1	PATTERN	FREE	PATTERN #1	PATTERN #2	PATTERN #3	PATTERN #2	FREE		P4
	TIME	00:00-6:30	06:30-9:30	09:30-15:00	15:00-18:30	18:30-21:00	21:00-0:00		
THU #1	PATTERN	FREE	PATTERN #1	PATTERN #2	PATTERN #3	PATTERN #2	FREE		
	TIME	00:00-6:30	06:30-9:30	09:30-15:00	15:00-18:30	18:30-21:00	21:00-0:00		
FRI #1	PATTERN	FREE	PATTERN #1	PATTERN #2	PATTERN #3	PATTERN #2	FREE		P6
	TIME	00:00-10:00	10:00-21:00	21:00-0:00					
SAT #2	PATTERN	FREE	PATTERN #2	FREE					
	TIME	00:00-10:00	10:00-21:00	21:00-0:00					
SUN #2	PATTERN	FREE	PATTERN #2	FREE					P8

CONTROLLER TYPE		CONDITION OF OVERHEAD	GOOD	PROGRAM NUMBER	
		OVERHEAD STREET NAMES	NO		
PHASES:	8Φ	ILLUMINATED STREET NAMES	YES	32.67.20	SIGNAL OWNER
CABINET TYPE	VI	PRE-EMPTION	NO	Controller IP Address	State
CABINET DATE		PRE-EMPTION TYPE	N/A	0	LED: YES

REMARKS:

PHASE	1	2	3	4	5	6	7	8
INITIAL	5	16	5	7	5	16	5	7
EXTENSION	3	3	3	3	3	3	3	3
YELLOW	5.1	5.1	4.8	5.1	5.1	5.1	5.1	4.8
RED	4.5	2	3.6	2	4.4	2	3.8	2
Pattern 1	27	57	34	42	32	52	26	50
Pattern 2	33	53	35	29	35	51	26	38
Pattern 3	40	58	30	32	45	53	24	38
Pattern 4	-	-	-	-	-	-	-	-
Pattern 5	-	-	-	-	-	-	-	-
Max split	40	58	35	42	45	53	26	50
GREEN	30.4	50.9	26.6	34.9	35.5	45.9	17.1	43.2
GREEN - Initial	22.4	-	18.6	24.9	27.5	-	9.1	33.2
MAX 2	55	117	26.6	54	69	116	17.1	52

Appendix F

(Seasonal Factor Report)

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7300 FLAGLER COUNTYWIDE

MOCF: 0.95

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.04	1.09
2	01/07/2024 - 01/13/2024	1.05	1.11
3	01/14/2024 - 01/20/2024	1.07	1.13
4	01/21/2024 - 01/27/2024	1.04	1.09
5	01/28/2024 - 02/03/2024	1.02	1.07
6	02/04/2024 - 02/10/2024	1.00	1.05
7	02/11/2024 - 02/17/2024	0.98	1.03
* 8	02/18/2024 - 02/24/2024	0.97	1.02
* 9	02/25/2024 - 03/02/2024	0.95	1.00
*10	03/03/2024 - 03/09/2024	0.94	0.99
*11	03/10/2024 - 03/16/2024	0.93	0.98
*12	03/17/2024 - 03/23/2024	0.94	0.99
*13	03/24/2024 - 03/30/2024	0.94	0.99
*14	03/31/2024 - 04/06/2024	0.95	1.00
*15	04/07/2024 - 04/13/2024	0.95	1.00
*16	04/14/2024 - 04/20/2024	0.96	1.01
*17	04/21/2024 - 04/27/2024	0.96	1.01
*18	04/28/2024 - 05/04/2024	0.97	1.02
*19	05/05/2024 - 05/11/2024	0.97	1.02
*20	05/12/2024 - 05/18/2024	0.98	1.03
21	05/19/2024 - 05/25/2024	0.99	1.04
22	05/26/2024 - 06/01/2024	0.99	1.04
23	06/02/2024 - 06/08/2024	1.00	1.05
24	06/09/2024 - 06/15/2024	1.01	1.06
25	06/16/2024 - 06/22/2024	1.01	1.06
26	06/23/2024 - 06/29/2024	1.01	1.06
27	06/30/2024 - 07/06/2024	1.01	1.06
28	07/07/2024 - 07/13/2024	1.02	1.07
29	07/14/2024 - 07/20/2024	1.02	1.07
30	07/21/2024 - 07/27/2024	1.02	1.07
31	07/28/2024 - 08/03/2024	1.02	1.07
32	08/04/2024 - 08/10/2024	1.02	1.07
33	08/11/2024 - 08/17/2024	1.02	1.07
34	08/18/2024 - 08/24/2024	1.02	1.07
35	08/25/2024 - 08/31/2024	1.03	1.08
36	09/01/2024 - 09/07/2024	1.03	1.08
37	09/08/2024 - 09/14/2024	1.04	1.09
38	09/15/2024 - 09/21/2024	1.05	1.11
39	09/22/2024 - 09/28/2024	1.03	1.08
40	09/29/2024 - 10/05/2024	1.02	1.07
41	10/06/2024 - 10/12/2024	1.00	1.05
42	10/13/2024 - 10/19/2024	0.99	1.04
43	10/20/2024 - 10/26/2024	0.99	1.04
44	10/27/2024 - 11/02/2024	1.00	1.05
45	11/03/2024 - 11/09/2024	1.00	1.05
46	11/10/2024 - 11/16/2024	1.00	1.05
47	11/17/2024 - 11/23/2024	1.01	1.06
48	11/24/2024 - 11/30/2024	1.02	1.07
49	12/01/2024 - 12/07/2024	1.03	1.08
50	12/08/2024 - 12/14/2024	1.03	1.08
51	12/15/2024 - 12/21/2024	1.04	1.09
52	12/22/2024 - 12/28/2024	1.05	1.11
53	12/29/2024 - 12/31/2024	1.07	1.13

* PEAK SEASON

Appendix G

(Intersection Volume Calculations)

Magnolia Trace
Intersection Volumes AM
22-233-02

Segment	1275	1270	1263	1260	SR-100 (EB)	SR-100 (WB)	US-1	Citation
AGR	4.32%	7.51%	2.47%	2.43%	1.52%	1.09%	1.70%	5.92%
GR Factor	1.2889	1.5442	1.1577	1.1549	1.0947	1.0672	1.1064	1.417

Note: Citation uses the average of Belle Terre Blvd approaches

Period
AM Peak

SF	Years
0.99	6

Trip Generation	
Enter	Exit
104	183

Pass-By		
Total	In	Out
54	27	27

Legend
Background + [Pass-by] + (Proj)= Total

Intersection: US-1 & Belle Terre Blvd (10/14/2025) # 1

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
WB	L	190	0.99	**188**	1.2889	**242**			**0**		42.79%	**78**	**320**	242 + (78) = 320
	R	91	0.99	**90**	1.2889	**116**			**0**		9.48%	**17**	**133**	116 + (17) = 133
NB	T	595	0.99	**589**	1.1064	**652**			**0**			**0**	**652**	652
	R	83	0.99	**82**	1.1064	**91**			**0**	42.79%		**45**	**136**	91 + (45) = 136
SB	L	51	0.99	**50**	1.1064	**55**			**0**	9.48%		**10**	**65**	55 + (10) = 65
	T	531	0.99	**526**	1.1064	**582**			**0**			**0**	**582**	582

Growth Factor= 1.00 at minor streets

Intersection: Belle Terre Blvd & Karas Trail (10/14/2025) # 2

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
EB	L	0	0.99	**0**	1.0000	**0**	20.00%		**5**	54.55%		**57**	**62**	[5] + (57) = 62
	T	173	0.99	**171**	1.2889	**220**	-20.00%		**-5**			**0**	**215**	220 + [-5] = 215
	R	1	0.99	**1**	1.0000	**1**			**0**			**0**	**1**	1
WB	L	9	0.99	**9**	1.0000	**9**			**0**			**0**	**9**	9
	T	258	0.99	**255**	1.2889	**329**	-20.00%		**-5**			**0**	**324**	329 + [-5] = 324
	R	0	0.99	**0**	1.0000	**0**	20.00%		**5**	36.36%		**38**	**43**	[5] + (38) = 43
NB	L	11	0.99	**11**	1.0000	**11**			**0**			**0**	**11**	11
	T	0	0.99	**0**	1.0000	**0**			**0**	0.13%		**0**	**0**	
	R	24	0.99	**24**	1.0000	**24**			**0**			**0**	**24**	24
SB	L	0	0.99	**0**	1.0000	**0**		20.00%	**5**		36.36%	**67**	**72**	[5] + (67) = 72
	T	0	0.99	**0**	1.0000	**0**			**0**		0.13%	**0**	**0**	
	R	0	0.99	**0**	1.0000	**0**		20.00%	**5**		54.55%	**100**	**105**	[5] + (100) = 105

Growth Factor= 1.00 at minor streets

Intersection: Belle Terre Blvd & Magnolia Trace Blvd (10/14/2025) # 3

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
EB	L	8	0.99	**8**	1.0000	**8**	30.00%		**8**			**0**	**16**	8 + [8] = 16
	T	189	0.99	**187**	1.2889	**241**	-30.00%		**-8**		36.36%	**67**	**300**	241 + [-8] + (67) = 300
WB	T	267	0.99	**264**	1.2889	**340**	-30.00%		**-8**	36.36%		**38**	**370**	340 + [-8] + (38) = 370
	R	5	0.99	**5**	1.0000	**5**	30.00%		**8**	9.09%		**9**	**22**	5 + [8] + (9) = 22
SB	L	2	0.99	**2**	1.0000	**2**		30.00%	**8**		9.09%	**17**	**27**	2 + [8] + (17) = 27
	R	3	0.99	**3**	1.0000	**3**		30.00%	**8**			**0**	**11**	3 + [8] = 11

Growth Factor= 1.00 at minor streets

Magnolia Trace
Intersection Volumes AM
22-233-02

Segment	1275	1270	1263	1260	SR-100 (EB)	SR-100 (WB)	US-1	Citation
AGR	4.32%	7.51%	2.47%	2.43%	1.52%	1.09%	1.70%	5.92%
GR Factor	1.2889	1.5442	1.1577	1.1549	1.0947	1.0672	1.1064	1.417

Note: Citation uses the average of Belle Terre Blvd approaches

Period
AM Peak

SF	Years
0.99	6

Trip Generation	
Enter	Exit
104	183

Pass-By		
Total	In	Out
54	27	27

Legend
Background + [Pass-by] + (Proj)= Total

Intersection: Belle Terre Blvd & Citation Blvd (10/14/2025) # 4

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
WB	L	72	0.99	**71**	1.4166	**101**			**0**	2.14%		**2**	**103**	101 + (2) = 103
	R	52	0.99	**51**	1.4166	**72**			**0**			**0**	**72**	72
NB	T	151	0.99	**149**	1.2889	**192**			**0**		43.31%	**79**	**271**	192 + (79) = 271
	R	41	0.99	**41**	1.2889	**53**			**0**		2.14%	**4**	**57**	53 + (4) = 57
SB	L	38	0.99	**38**	1.5442	**59**			**0**			**0**	**59**	59
	T	198	0.99	**196**	1.5442	**303**			**0**	43.31%		**45**	**348**	303 + (45) = 348

Growth Factor= 1.00 at minor streets

Intersection: SR-100 & Belle Terre Blvd (10/14/2025) # 5

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
EB	UT	7	0.99	**7**	1.0000	**7**			**0**			**0**	**7**	7
	L	140	0.99	**139**	1.0947	**152**			**0**			**0**	**152**	152
	T	442	0.99	**438**	1.0947	**479**			**0**			**0**	**479**	479
	R	72	0.99	**71**	1.0947	**78**			**0**	1.68%		**2**	**80**	78 + (2) = 80
WB	UT	13	0.99	**13**	1.0000	**13**			**0**			**0**	**13**	13
	L	127	0.99	**126**	1.0672	**134**			**0**	20.67%		**21**	**155**	134 + (21) = 155
	T	481	0.99	**476**	1.0672	**508**			**0**			**0**	**508**	508
	R	295	0.99	**292**	1.0672	**312**			**0**			**0**	**312**	312
NB	L	101	0.99	**100**	1.1577	**116**			**0**		1.68%	**3**	**119**	116 + (3) = 119
	T	163	0.99	**161**	1.1577	**186**			**0**		21.40%	**39**	**225**	186 + (39) = 225
	R	207	0.99	**205**	1.1577	**237**			**0**		20.67%	**38**	**275**	237 + (38) = 275
SB	L	536	0.99	**531**	1.1549	**613**			**0**			**0**	**613**	613
	T	181	0.99	**179**	1.1549	**207**			**0**	21.40%		**22**	**229**	207 + (22) = 229
	R	314	0.99	**311**	1.1549	**359**			**0**			**0**	**359**	359

Growth Factor= 1.00 at minor streets

Magnolia Trace
Intersection Volumes PM
22-233-02

Segment	1275	1270	1263	1260	SR-100 (EB)	SR-100 (WB)	US-1	Citation
AGR	4.32%	7.51%	2.47%	2.43%	1.52%	1.09%	1.70%	5.92%
GR Factor	1.2889	1.5442	1.1577	1.1549	1.0947	1.0672	1.1064	1.417

Note: Citation uses the average of Belle Terre Blvd approaches

Period
PM Peak

SF	Years
0.99	6

Trip Generation	
Enter	Exit
184	131

Pass-By		
Total	In	Out
59	30	29

Legend
Background + [Pass-by] + (Proj)= Total

Intersection: US-1 & Belle Terre Blvd (10/14/2025) # 1

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
WB	L	136	0.99	**135**	1.2889	**174**			**0**		42.79%	**56**	**230**	174 + (56) = 230
	R	57	0.99	**56**	1.2889	**72**			**0**		9.48%	**12**	**84**	72 + (12) = 84
NB	T	610	0.99	**604**	1.1064	**668**			**0**			**0**	**668**	668
	R	214	0.99	**212**	1.1064	**235**			**0**	42.79%		**79**	**314**	235 + (79) = 314
SB	L	68	0.99	**67**	1.1064	**74**			**0**	9.48%		**17**	**91**	74 + (17) = 91
	T	576	0.99	**570**	1.1064	**631**			**0**			**0**	**631**	631

Growth Factor= 1.00 at minor streets

Intersection: Belle Terre Blvd & Karas Trail (10/14/2025) # 2

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
EB	L	0	0.99	**0**	1.0000	**0**	20.00%		**6**	54.55%		**100**	**106**	[6] + (100) = 106
	T	273	0.99	**270**	1.2889	**348**	-20.00%		**-6**			**0**	**342**	348 + [-6] = 342
	R	12	0.99	**12**	1.0000	**12**			**0**			**0**	**12**	12
WB	L	27	0.99	**27**	1.0000	**27**			**0**			**0**	**27**	27
	T	215	0.99	**213**	1.2889	**275**	-20.00%		**-6**			**0**	**269**	275 + [-6] = 269
	R	0	0.99	**0**	1.0000	**0**	20.00%		**6**	36.36%		**67**	**73**	[6] + (67) = 73
NB	L	7	0.99	**7**	1.0000	**7**			**0**			**0**	**7**	7
	T	0	0.99	**0**	1.0000	**0**			**0**	0.13%		**0**	**0**	
	R	25	0.99	**25**	1.0000	**25**			**0**			**0**	**25**	25
SB	L	0	0.99	**0**	1.0000	**0**		20.00%	**6**		36.36%	**48**	**54**	[6] + (48) = 54
	T	0	0.99	**0**	1.0000	**0**			**0**		0.13%	**0**	**0**	
	R	0	0.99	**0**	1.0000	**0**		20.00%	**6**		54.55%	**71**	**77**	[6] + (71) = 77

Growth Factor= 1.00 at minor streets

Intersection: Belle Terre Blvd & Magnolia Trace Blvd (10/14/2025) # 3

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
EB	L	0	0.99	**0**	1.0000	**0**	30.00%		**9**			**0**	**9**	[9]
	T	298	0.99	**295**	1.2889	**380**	-30.00%		**-9**		36.36%	**48**	**419**	380 + [-9] + (48) = 419
WB	T	233	0.99	**231**	1.2889	**298**	-30.00%		**-9**	36.36%		**67**	**356**	298 + [-9] + (67) = 356
	R	2	0.99	**2**	1.0000	**2**	30.00%		**9**	9.09%		**17**	**28**	2 + [9] + (17) = 28
SB	L	7	0.99	**7**	1.0000	**7**		30.00%	**9**		9.09%	**12**	**28**	7 + [9] + (12) = 28
	R	8	0.99	**8**	1.0000	**8**		30.00%	**9**			**0**	**17**	8 + [9] = 17

Growth Factor= 1.00 at minor streets

Magnolia Trace
Intersection Volumes PM
22-233-02

Segment	1275	1270	1263	1260	SR-100 (EB)	SR-100 (WB)	US-1	Citation
AGR	4.32%	7.51%	2.47%	2.43%	1.52%	1.09%	1.70%	5.92%
GR Factor	1.2889	1.5442	1.1577	1.1549	1.0947	1.0672	1.1064	1.417

Note: Citation uses the average of Belle Terre Blvd approaches

Period
PM Peak

SF	Years
0.99	6

Trip Generation	
Enter	Exit
184	131

Pass-By		
Total	In	Out
59	30	29

Legend
Background + [Pass-by] + (Proj)= Total

Intersection: Belle Terre Blvd & Citation Blvd (10/14/2025) # 4

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
WB	L	38	0.99	**38**	1.4166	**54**			**0**	2.14%		**4**	**58**	54 + (4) = 58
	R	43	0.99	**43**	1.4166	**61**			**0**			**0**	**61**	61
NB	T	251	0.99	**248**	1.2889	**320**			**0**		43.31%	**57**	**377**	320 + (57) = 377
	R	57	0.99	**56**	1.2889	**72**			**0**		2.14%	**3**	**75**	72 + (3) = 75
SB	L	63	0.99	**62**	1.5442	**96**			**0**			**0**	**96**	96
	T	197	0.99	**195**	1.5442	**301**			**0**	43.31%		**80**	**381**	301 + (80) = 381

Growth Factor= 1.00 at minor streets

Intersection: SR-100 & Belle Terre Blvd (10/14/2025) # 5

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
EB	UT	10	0.99	**10**	1.0000	**10**			**0**			**0**	**10**	10
	L	305	0.99	**302**	1.0947	**331**			**0**			**0**	**331**	331
	T	573	0.99	**567**	1.0947	**621**			**0**			**0**	**621**	621
	R	114	0.99	**113**	1.0947	**124**			**0**	1.68%		**3**	**127**	124 + (3) = 127
WB	UT	76	0.99	**75**	1.0000	**75**			**0**			**0**	**75**	75
	L	203	0.99	**201**	1.0672	**215**			**0**	20.67%		**38**	**253**	215 + (38) = 253
	T	540	0.99	**535**	1.0672	**571**			**0**			**0**	**571**	571
	R	545	0.99	**540**	1.0672	**576**			**0**			**0**	**576**	576
NB	L	84	0.99	**83**	1.1577	**96**			**0**		1.68%	**2**	**98**	96 + (2) = 98
	T	242	0.99	**240**	1.1577	**278**			**0**		21.40%	**28**	**306**	278 + (28) = 306
	R	116	0.99	**115**	1.1577	**133**			**0**		20.67%	**27**	**160**	133 + (27) = 160
SB	L	411	0.99	**407**	1.1549	**470**			**0**			**0**	**470**	470
	T	194	0.99	**192**	1.1549	**222**			**0**	21.40%		**39**	**261**	222 + (39) = 261
	R	212	0.99	**210**	1.1549	**243**			**0**			**0**	**243**	243

Growth Factor= 1.00 at minor streets

Appendix H

(Existing Traffic Conditions – Synchro Printouts)

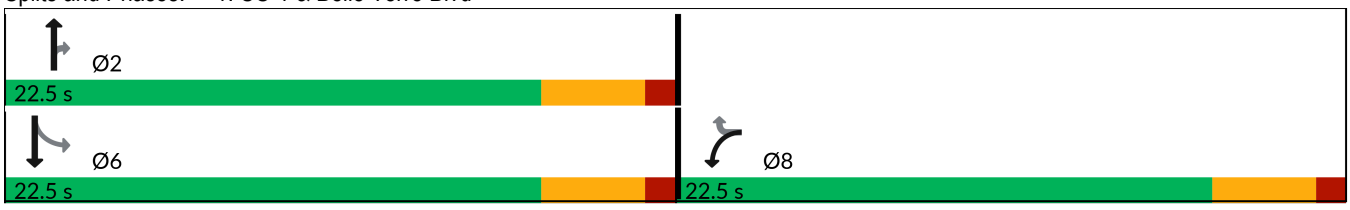


Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	188	90	589	82	50	526
Future Volume (vph)	188	90	589	82	50	526
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	470		370	500	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	0.95	1.00	1.00	0.95
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	3539	1583	1770	3539
Flt Permitted	0.950				0.388	
Satd. Flow (perm)	1770	1583	3539	1583	723	3539
Right Turn on Red		Yes		Yes		
Satd. Flow (RTOR)		99		99		
Link Speed (mph)	50		60			60
Link Distance (ft)	1678		985			1023
Travel Time (s)	22.9		11.2			11.6
Peak Hour Factor	0.86	0.91	0.85	0.83	0.70	0.87
Adj. Flow (vph)	219	99	693	99	71	605
Shared Lane Traffic (%)						
Lane Group Flow (vph)	219	99	693	99	71	605
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Number of Detectors	1	1	2	1	1	2
Detector Template	Left	Right	Thru	Right	Left	Thru
Leading Detector (ft)	20	20	100	20	20	100
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	20	6	20	20	6
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)			94			94
Detector 2 Size(ft)			6			6
Detector 2 Type			Cl+Ex			Cl+Ex
Detector 2 Channel						
Detector 2 Extend (s)			0.0			0.0
Turn Type	Prot	Perm	NA	Perm	Perm	NA
Protected Phases	8		2			6
Permitted Phases		8		2	6	

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Detector Phase	8	8	2	2	6	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Maximum Green (s)	18.0	18.0	18.0	18.0	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag						
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	None	Max	Max	Max	Max
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)	11.0	11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0
Act Effct Green (s)	9.8	9.8	22.0	22.0	22.0	22.0
Actuated g/C Ratio	0.26	0.26	0.58	0.58	0.58	0.58
v/c Ratio	0.48	0.20	0.34	0.10	0.17	0.29
Control Delay (s/veh)	15.1	4.2	6.7	2.4	7.7	6.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	15.1	4.2	6.7	2.4	7.7	6.4
LOS	B	A	A	A	A	A
Approach Delay (s/veh)	11.7		6.1			6.6
Approach LOS	B		A			A

Intersection Summary			
Area Type:	Other		
Cycle Length: 45			
Actuated Cycle Length: 37.7			
Natural Cycle: 45			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.48			
Intersection Signal Delay (s/veh): 7.3		Intersection LOS: A	
Intersection Capacity Utilization 42.1%		ICU Level of Service A	
Analysis Period (min) 15			

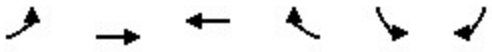
Splits and Phases: 1: US-1 & Belle Terre Blvd





Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	171	1	9	255	11	24
Future Volume (vph)	171	1	9	255	11	24
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		0	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.999				0.908	
Flt Protected				0.998	0.984	
Satd. Flow (prot)	1861	0	0	1859	1664	0
Flt Permitted				0.998	0.984	
Satd. Flow (perm)	1861	0	0	1859	1664	0
Link Speed (mph)	50			50	30	
Link Distance (ft)	1094			1500	670	
Travel Time (s)	14.9			20.5	15.2	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	186	1	10	277	12	26
Shared Lane Traffic (%)						
Lane Group Flow (vph)	187	0	0	287	38	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 30.7%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	8	187	264	5	2	3
Future Volume (vph)	8	187	264	5	2	3
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			350	0	0
Storage Lanes	1			1	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850	0.919	
Flt Protected	0.950				0.980	
Satd. Flow (prot)	1770	1863	1863	1583	1678	0
Flt Permitted	0.950				0.980	
Satd. Flow (perm)	1770	1863	1863	1583	1678	0
Link Speed (mph)		50	50		25	
Link Distance (ft)		1500	638		1324	
Travel Time (s)		20.5	8.7		36.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	9	203	287	5	2	3
Shared Lane Traffic (%)						
Lane Group Flow (vph)	9	203	287	5	5	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 23.9%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	71	51	149	41	38	196
Future Volume (vph)	71	51	149	41	38	196
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.944		0.971			
Flt Protected	0.972					0.992
Satd. Flow (prot)	1709	0	1809	0	0	1848
Flt Permitted	0.972					0.992
Satd. Flow (perm)	1709	0	1809	0	0	1848
Link Speed (mph)	30		50			50
Link Distance (ft)	1865		625			1004
Travel Time (s)	42.4		8.5			13.7
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	77	55	162	45	41	213
Shared Lane Traffic (%)						
Lane Group Flow (vph)	132	0	207	0	0	254
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 39.8%		ICU Level of Service A	
Analysis Period (min) 15			

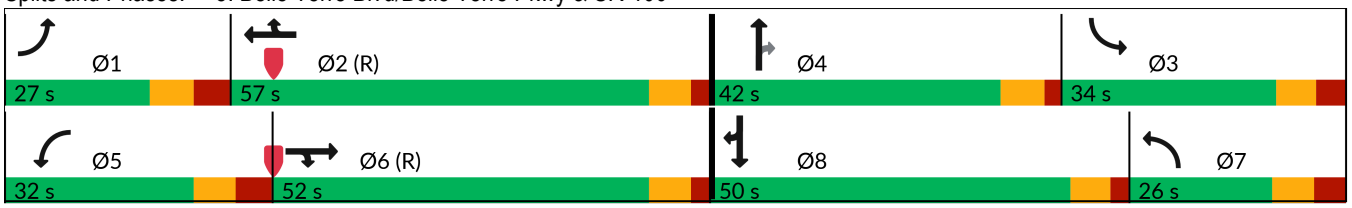
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	146	438	71	139	476	292	100	161	205	531	179	311
Future Volume (vph)	146	438	71	139	476	292	100	161	205	531	179	311
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500		530	530		530	330		230	350		0
Storage Lanes	2		1	1		1	1		1	2		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	0.97	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			200			*156			274			353
Link Speed (mph)		50			50			50			45	
Link Distance (ft)		1355			1417			1110			1491	
Travel Time (s)		18.5			19.3			15.1			22.6	
Peak Hour Factor	0.70	0.75	0.82	0.93	0.91	0.78	0.79	0.91	0.68	0.82	0.90	0.88
Adj. Flow (vph)	209	584	87	149	523	374	127	177	301	648	199	353
Shared Lane Traffic (%)												
Lane Group Flow (vph)	209	584	87	149	523	374	127	177	301	648	199	353
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			24			24	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Prot	NA	custom	Prot	NA	custom	Prot	NA	Perm	Prot	NA	custom
Protected Phases	1	6	6	5	2	2	7	4		3	8	8
Permitted Phases			6			2			4			8

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	1	6	6	5	2	2	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	5.0	16.0	16.0	5.0	16.0	16.0	5.0	7.0	7.0	5.0	7.0	7.0
Minimum Split (s)	14.6	23.1	23.1	14.5	23.1	23.1	13.9	14.1	14.1	13.4	13.8	13.8
Total Split (s)	27.0	52.0	52.0	32.0	57.0	57.0	26.0	42.0	42.0	34.0	50.0	50.0
Total Split (%)	16.9%	32.5%	32.5%	20.0%	35.6%	35.6%	16.3%	26.3%	26.3%	21.3%	31.3%	31.3%
Maximum Green (s)	17.4	44.9	44.9	22.5	49.9	49.9	17.1	34.9	34.9	25.6	43.2	43.2
Yellow Time (s)	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	4.8	4.8	4.8
All-Red Time (s)	4.5	2.0	2.0	4.4	2.0	2.0	3.8	2.0	2.0	3.6	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	9.6	7.1	7.1	9.5	7.1	7.1	8.9	7.1	7.1	8.4	6.8	6.8
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lag	Lead	Lead	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None	None	None	None	None
Act Effct Green (s)	14.7	46.5	46.5	18.1	49.8	49.8	39.9	20.7	20.7	42.6	23.2	23.2
Actuated g/C Ratio	0.09	0.29	0.29	0.11	0.31	0.31	0.25	0.13	0.13	0.27	0.15	0.15
v/c Ratio	0.66	0.57	0.14	0.75	0.48	0.62	0.29	0.74	0.68	0.71	0.74	0.66
Control Delay (s/veh)	80.5	51.5	0.5	90.3	46.6	32.1	52.8	84.4	17.5	59.0	81.0	11.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	80.5	51.5	0.5	90.3	46.6	32.1	52.8	84.4	17.5	59.0	81.0	11.7
LOS	F	D	A	F	D	C	D	F	B	E	F	B
Approach Delay (s/veh)		53.3			47.7			44.5			48.7	
Approach LOS		D			D			D			D	

Intersection Summary			
Area Type:	Other		
Cycle Length: 160			
Actuated Cycle Length: 160			
Offset: 0 (0%), Referenced to phase 2:WBT and 6:EBT, Start of Green			
Natural Cycle: 90			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.75			
Intersection Signal Delay (s/veh): 48.8		Intersection LOS: D	
Intersection Capacity Utilization 70.1%		ICU Level of Service C	
Analysis Period (min) 15			

* User Entered Value

Splits and Phases: 5: Belle Terre Blvd/Belle Terre Pkwy & SR-100



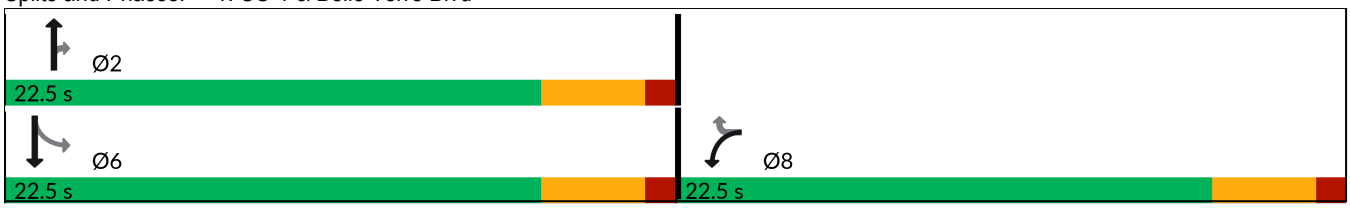


Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	135	56	604	212	67	570
Future Volume (vph)	135	56	604	212	67	570
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	470		370	500	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	0.95	1.00	1.00	0.95
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	3539	1583	1770	3539
Flt Permitted	0.950				0.405	
Satd. Flow (perm)	1770	1583	3539	1583	754	3539
Right Turn on Red		Yes		Yes		
Satd. Flow (RTOR)		68		226		
Link Speed (mph)	50		60			60
Link Distance (ft)	1678		985			1023
Travel Time (s)	22.9		11.2			11.6
Peak Hour Factor	0.89	0.82	0.93	0.94	0.71	0.94
Adj. Flow (vph)	152	68	649	226	94	606
Shared Lane Traffic (%)						
Lane Group Flow (vph)	152	68	649	226	94	606
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Number of Detectors	1	1	2	1	1	2
Detector Template	Left	Right	Thru	Right	Left	Thru
Leading Detector (ft)	20	20	100	20	20	100
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	20	6	20	20	6
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)			94			94
Detector 2 Size(ft)			6			6
Detector 2 Type			Cl+Ex			Cl+Ex
Detector 2 Channel						
Detector 2 Extend (s)			0.0			0.0
Turn Type	Prot	Perm	NA	Perm	Perm	NA
Protected Phases	8		2			6
Permitted Phases		8		2	6	

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Detector Phase	8	8	2	2	6	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Maximum Green (s)	18.0	18.0	18.0	18.0	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag						
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	None	Max	Max	Max	Max
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)	11.0	11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0
Act Effct Green (s)	8.5	8.5	23.5	23.5	23.5	23.5
Actuated g/C Ratio	0.22	0.22	0.62	0.62	0.62	0.62
v/c Ratio	0.38	0.17	0.30	0.21	0.20	0.28
Control Delay (s/veh)	14.7	4.8	5.6	1.8	7.0	5.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	14.7	4.8	5.6	1.8	7.0	5.5
LOS	B	A	A	A	A	A
Approach Delay (s/veh)	11.6		4.6			5.7
Approach LOS	B		A			A

Intersection Summary			
Area Type:	Other		
Cycle Length: 45			
Actuated Cycle Length: 38.1			
Natural Cycle: 45			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.38			
Intersection Signal Delay (s/veh): 5.9		Intersection LOS: A	
Intersection Capacity Utilization 39.6%		ICU Level of Service A	
Analysis Period (min) 15			

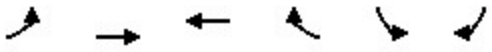
Splits and Phases: 1: US-1 & Belle Terre Blvd





Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	270	12	27	213	7	25
Future Volume (vph)	270	12	27	213	7	25
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		0	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.994				0.896	
Flt Protected				0.994	0.989	
Satd. Flow (prot)	1852	0	0	1852	1651	0
Flt Permitted				0.994	0.989	
Satd. Flow (perm)	1852	0	0	1852	1651	0
Link Speed (mph)	50			50	30	
Link Distance (ft)	1094			1500	670	
Travel Time (s)	14.9			20.5	15.2	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	293	13	29	232	8	27
Shared Lane Traffic (%)						
Lane Group Flow (vph)	306	0	0	261	35	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	41.0%	ICU Level of Service	A
Analysis Period (min)	15		



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	0	295	231	2	7	8
Future Volume (vph)	0	295	231	2	7	8
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			350	0	0
Storage Lanes	1			1	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850	0.929	
Flt Protected					0.977	
Satd. Flow (prot)	1863	1863	1863	1583	1691	0
Flt Permitted					0.977	
Satd. Flow (perm)	1863	1863	1863	1583	1691	0
Link Speed (mph)		50	50		25	
Link Distance (ft)		1500	638		1324	
Travel Time (s)		20.5	8.7		36.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	321	251	2	8	9
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	321	251	2	17	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 25.5%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	38	43	248	56	62	195
Future Volume (vph)	38	43	248	56	62	195
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.928		0.975			
Flt Protected	0.977					0.988
Satd. Flow (prot)	1689	0	1816	0	0	1840
Flt Permitted	0.977					0.988
Satd. Flow (perm)	1689	0	1816	0	0	1840
Link Speed (mph)	30		50			50
Link Distance (ft)	1865		625			1004
Travel Time (s)	42.4		8.5			13.7
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	41	47	270	61	67	212
Shared Lane Traffic (%)						
Lane Group Flow (vph)	88	0	331	0	0	279
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 44.9%		ICU Level of Service A	
Analysis Period (min) 15			

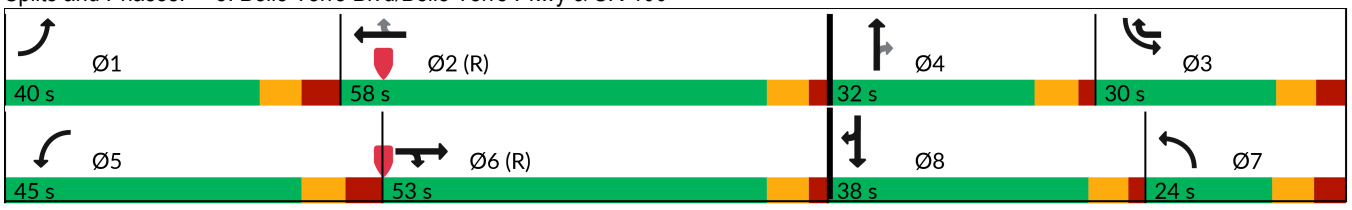
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	312	567	113	276	535	540	83	240	115	407	192	210
Future Volume (vph)	312	567	113	276	535	540	83	240	115	407	192	210
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500		530	530		530	330		230	350		0
Storage Lanes	2		1	1		1	1		1	2		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	0.97	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			154			*270			154			239
Link Speed (mph)		50			50			50			45	
Link Distance (ft)		1355			1417			1110			1491	
Travel Time (s)		18.5			19.3			15.1			22.6	
Peak Hour Factor	0.92	0.90	0.91	0.84	0.95	0.81	0.90	0.89	0.94	0.82	0.85	0.88
Adj. Flow (vph)	339	630	124	329	563	667	92	270	122	496	226	239
Shared Lane Traffic (%)												
Lane Group Flow (vph)	339	630	124	329	563	667	92	270	122	496	226	239
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			24			24	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Prot	NA	custom	Prot	NA	pm+ov	Prot	NA	Perm	Prot	NA	custom
Protected Phases	1	6	6	5	2	3	7	4		3	8	8
Permitted Phases			6			2			4			8

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	1	6	6	5	2	3	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	5.0	16.0	16.0	5.0	16.0	5.0	5.0	7.0	7.0	5.0	7.0	7.0
Minimum Split (s)	14.6	23.1	23.1	14.5	23.1	13.4	13.9	14.1	14.1	13.4	13.8	13.8
Total Split (s)	40.0	53.0	53.0	45.0	58.0	30.0	24.0	32.0	32.0	30.0	38.0	38.0
Total Split (%)	25.0%	33.1%	33.1%	28.1%	36.3%	18.8%	15.0%	20.0%	20.0%	18.8%	23.8%	23.8%
Maximum Green (s)	30.4	45.9	45.9	35.5	50.9	21.6	15.1	24.9	24.9	21.6	31.2	31.2
Yellow Time (s)	5.1	5.1	5.1	5.1	5.1	4.8	5.1	5.1	5.1	4.8	4.8	4.8
All-Red Time (s)	4.5	2.0	2.0	4.4	2.0	3.6	3.8	2.0	2.0	3.6	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	9.6	7.1	7.1	9.5	7.1	8.4	8.9	7.1	7.1	8.4	6.8	6.8
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lag	Lead	Lead	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	C-Min	C-Min	None	C-Min	None	None	None	None	None	None	None
Act Effct Green (s)	21.1	38.8	38.8	32.9	50.5	76.8	31.3	28.6	28.6	27.6	24.7	24.7
Actuated g/C Ratio	0.13	0.24	0.24	0.21	0.32	0.48	0.20	0.18	0.18	0.17	0.15	0.15
v/c Ratio	0.75	0.73	0.25	0.91	0.50	0.74	0.27	0.81	0.30	0.84	0.79	0.54
Control Delay (s/veh)	77.4	61.8	3.9	90.1	46.5	17.2	60.8	81.6	5.1	76.6	83.5	10.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	77.4	61.8	3.9	90.1	46.5	17.2	60.8	81.6	5.1	76.6	83.5	10.6
LOS	E	E	A	F	D	B	E	F	A	E	F	B
Approach Delay (s/veh)		60.1			43.2			58.4			61.8	
Approach LOS		E			D			E			E	

Intersection Summary			
Area Type:	Other		
Cycle Length: 160			
Actuated Cycle Length: 160			
Offset: 0 (0%), Referenced to phase 2:WBT and 6:EBT, Start of Green			
Natural Cycle: 100			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.91			
Intersection Signal Delay (s/veh): 53.8		Intersection LOS: D	
Intersection Capacity Utilization 78.6%		ICU Level of Service D	
Analysis Period (min) 15			

* User Entered Value

Splits and Phases: 5: Belle Terre Blvd/Belle Terre Pkwy & SR-100



Appendix I

(Growth Rate Calculations and Corresponding AADT Sheets)

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2024 HISTORICAL AADT REPORT

COUNTY: 73 - FLAGLER

SITE: 0101 - ON SR-5 (US-1), 1.05 MI. S OF SR-11 (RCLP)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2024	13400 S	N 6700	S 6700	9.00	56.40	13.90
2023	13000 F	N 6500	S 6500	9.00	58.90	13.90
2022	12400 C	N 6200	S 6200	9.00	58.70	13.90
2021	11600 S	N 5800	S 5800	9.00	58.50	10.70
2020	11600 F	N 5800	S 5800	9.00	60.10	10.70
2019	11800 C	N 5900	S 5900	9.00	60.70	10.70
2018	12100 C	N 6100	S 6000	9.00	59.70	12.00
2017	11400 C	N 5700	S 5700	9.00	59.80	10.10
2016	10800 C	N 5300	S 5500	9.00	60.00	10.00
2015	11000 C	N 5700	S 5300	9.00	60.00	10.70
2014	9700 C	N 4900	S 4800	9.00	62.50	9.60
2013	9700 C	N 4900	S 4800	9.00	60.70	7.70
2012	9600 C	N 4900	S 4700	9.00	60.90	9.10
2011	10200 C	N 5100	S 5100	9.00	61.50	9.30
2010	10000 F	N 5200	S 4800	9.79	57.48	10.00
2009	10400 C	N 5400	S 5000	10.15	58.20	10.00

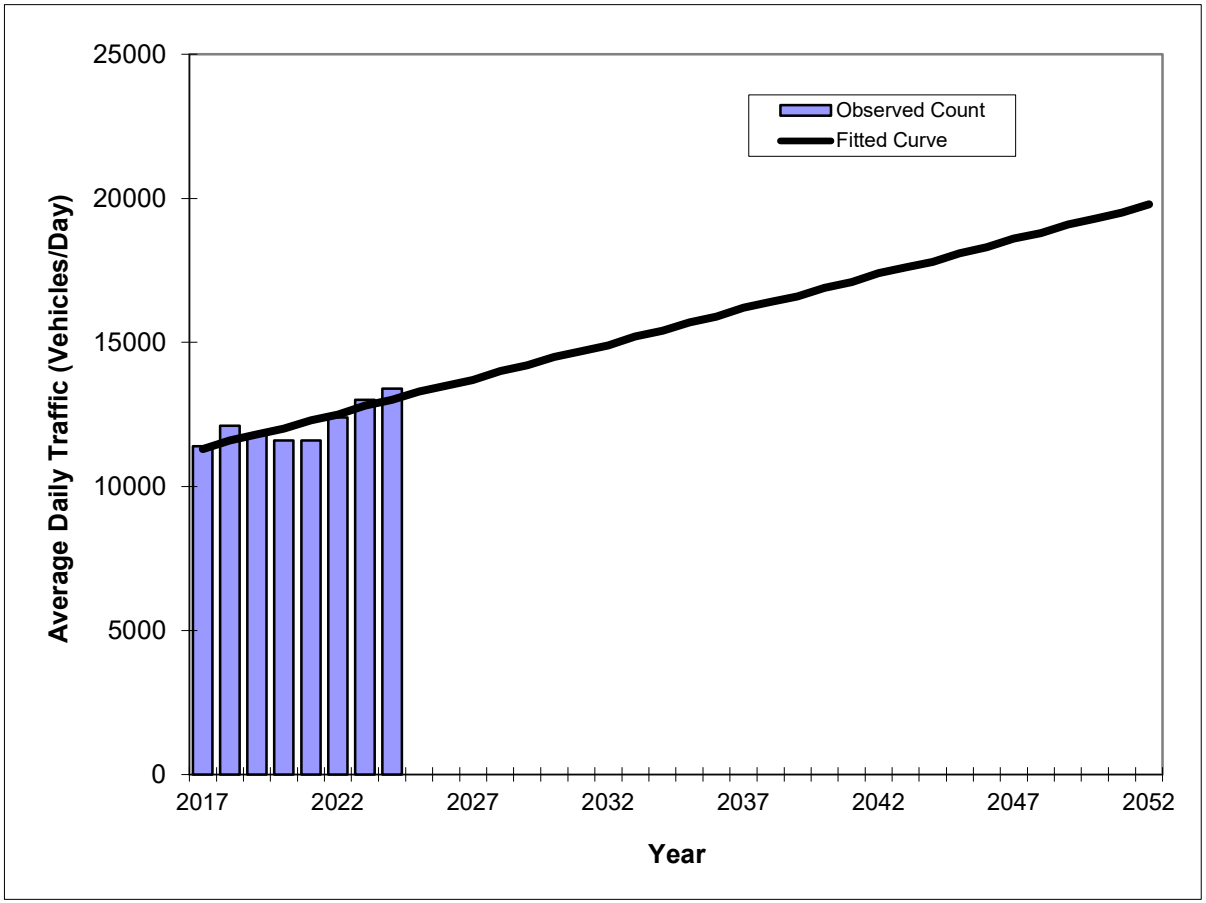
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

US-1/SR-5 -- S of SR-100

FIN#	0
Location	1

County:	Flagler (73)
Station #:	0101
Highway:	US-1/SR-5



Year	Traffic (ADT/AADT) Count*	Trend**
2017	11400	11300
2018	12100	11600
2019	11800	11800
2020	11600	12000
2021	11600	12300
2022	12400	12500
2023	13000	12800
2024	13400	13000
2032 Opening Year Trend		
2032	N/A	14900
2033 Mid-Year Trend		
2033	N/A	15200
2043 Design Year Trend		
2043	N/A	17600
TRANPLAN Forecasts/Trends		
2032	0	14900
2042	0	17400
2052	0	19800

**** Annual Trend Increase:**	242
Trend R-squared:	67.41%
Trend Annual Historic Growth Rate:	2.21%
Trend Growth Rate (2024 to Design Year):	1.70%
Printed:	27-Apr-26

Straight Line Growth Option

***Axle-Adjusted**

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2024 HISTORICAL AADT REPORT

COUNTY: 73 - FLAGLER

SITE: 0054 - ON SR-100, 1.94 MI. NE OF SR-5 (RV)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2024	16600 S	E 8400	W 8200	9.00	56.40	6.10
2023	16200 F	E 8200	W 8000	9.00	58.90	5.80
2022	15400 C	E 7800	W 7600	9.00	58.70	10.40
2021	12400 S	E 6400	W 6000	9.00	58.50	5.00
2020	12400 F	E 6400	W 6000	9.00	60.10	4.70
2019	12600 C	E 6500	W 6100	9.00	60.70	13.30
2018	15000 C	E 7600	W 7400	9.00	59.70	12.30
2017	15700 F	E 8000	W 7700	9.00	59.80	10.90
2016	15100 C	E 7700	W 7400	9.00	60.00	11.80
2015	7000 C	E 3800	W 3200	9.00	60.00	8.70
2014	13900 C	E 7100	W 6800	9.00	62.50	9.50
2013	13700 C	E 6900	W 6800	9.00	60.70	11.00
2012	13800 C	E 7000	W 6800	9.00	60.90	10.20
2011	13000 C	E 6600	W 6400	9.00	61.50	11.70
2010	13700 C	E 6900	W 6800	9.79	57.48	7.90
2009	12600 C	E 6300	W 6300	10.15	58.20	9.20

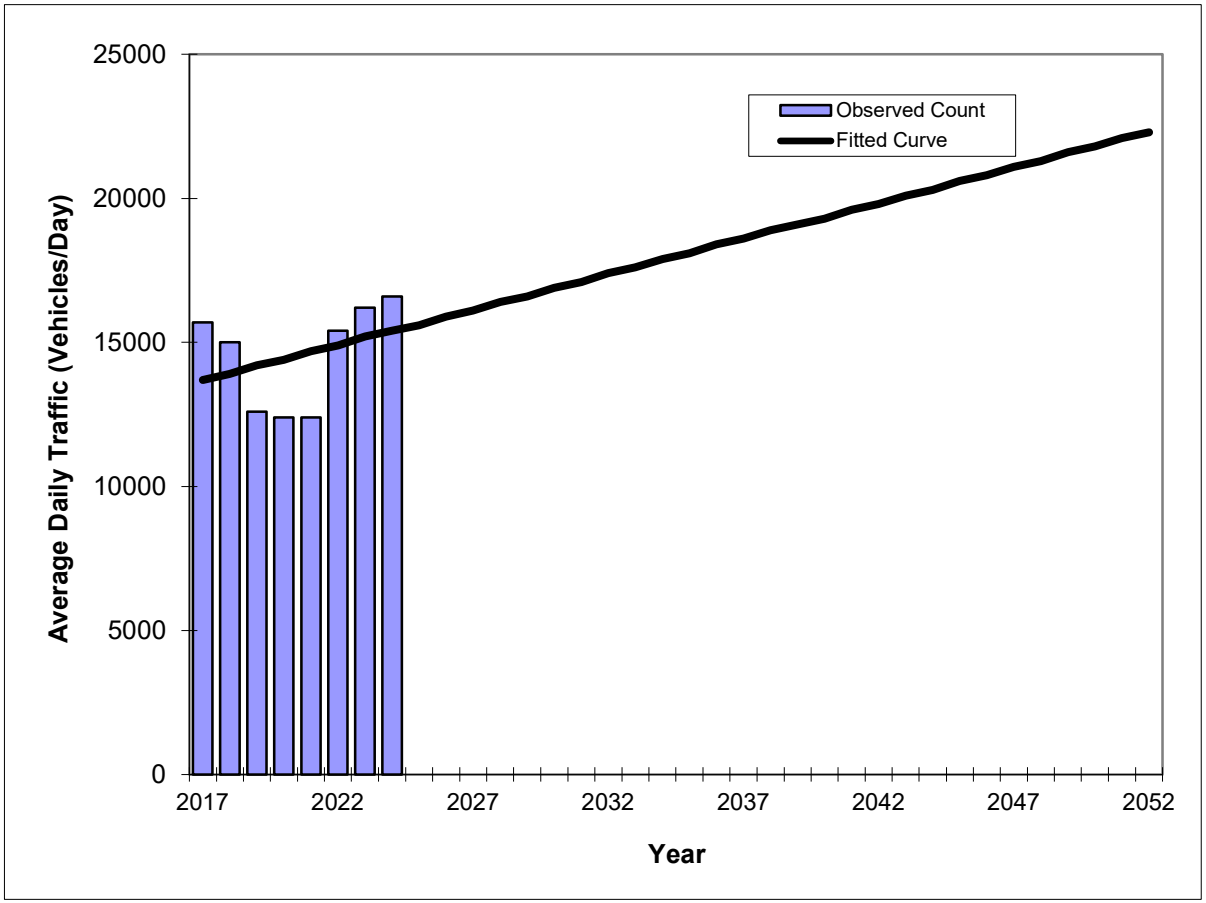
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

SR-100 -- W of Belle Terre Blvd

FIN#	0
Location	3

County:	Flagler (73)
Station #:	0054
Highway:	SR-100



Year	Traffic (ADT/AADT) Count*	Trend**
2017	15700	13700
2018	15000	13900
2019	12600	14200
2020	12400	14400
2021	12400	14700
2022	15400	14900
2023	16200	15200
2024	16600	15400
2032 Opening Year Trend		
2032	N/A	17400
2033 Mid-Year Trend		
2033	N/A	17600
2043 Design Year Trend		
2043	N/A	20100
TRANPLAN Forecasts/Trends		
2032	0	17400
2042	0	19800
2052	0	22300

*Axle-Adjusted

**** Annual Trend Increase:**	246
Trend R-squared:	11.48%
Trend Annual Historic Growth Rate:	1.73%
Trend Growth Rate (2024 to Design Year):	1.52%
Printed:	27-Apr-26

Straight Line Growth Option

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2024 HISTORICAL AADT REPORT

COUNTY: 73 - FLAGLER

SITE: 0002 - ON SR-100, 0.3 MI. E OF BELLE TERRE PKWY (UCLP)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2024	24000 F	E 13000	W 11000	9.00	56.40	15.00
2023	23000 C	E 12500	W 10500	9.00	58.90	15.00
2022	20300 S	E 10500	W 9800	9.00	58.70	5.60
2021	20200 F	E 10500	W 9700	9.00	58.50	5.60
2020	20100 C	E 10500	W 9600	9.00	60.10	5.60
2019	21500 F	E 11500	W 10000	9.00	60.70	7.90
2018	21500 C	E 11500	W 10000	9.00	59.70	7.90
2017	21400 C	E 11500	W 9900	9.00	59.80	5.10
2016	20100 C	E 10500	W 9600	9.00	60.00	5.70
2015	18900 C	E 10000	W 8900	9.00	60.00	7.80
2014	19600 C	E 10500	W 9100	9.00	62.50	7.80
2013	18600 C	E 9700	W 8900	9.00	60.70	7.30
2012	19100 C	E 9800	W 9300	9.00	60.90	6.00
2011	19900 C	E 10500	W 9400	9.00	61.50	6.70
2010	20200 C	E 10500	W 9700	9.79	57.48	6.60
2009	20300 C	E 11000	W 9300	10.15	58.20	5.40

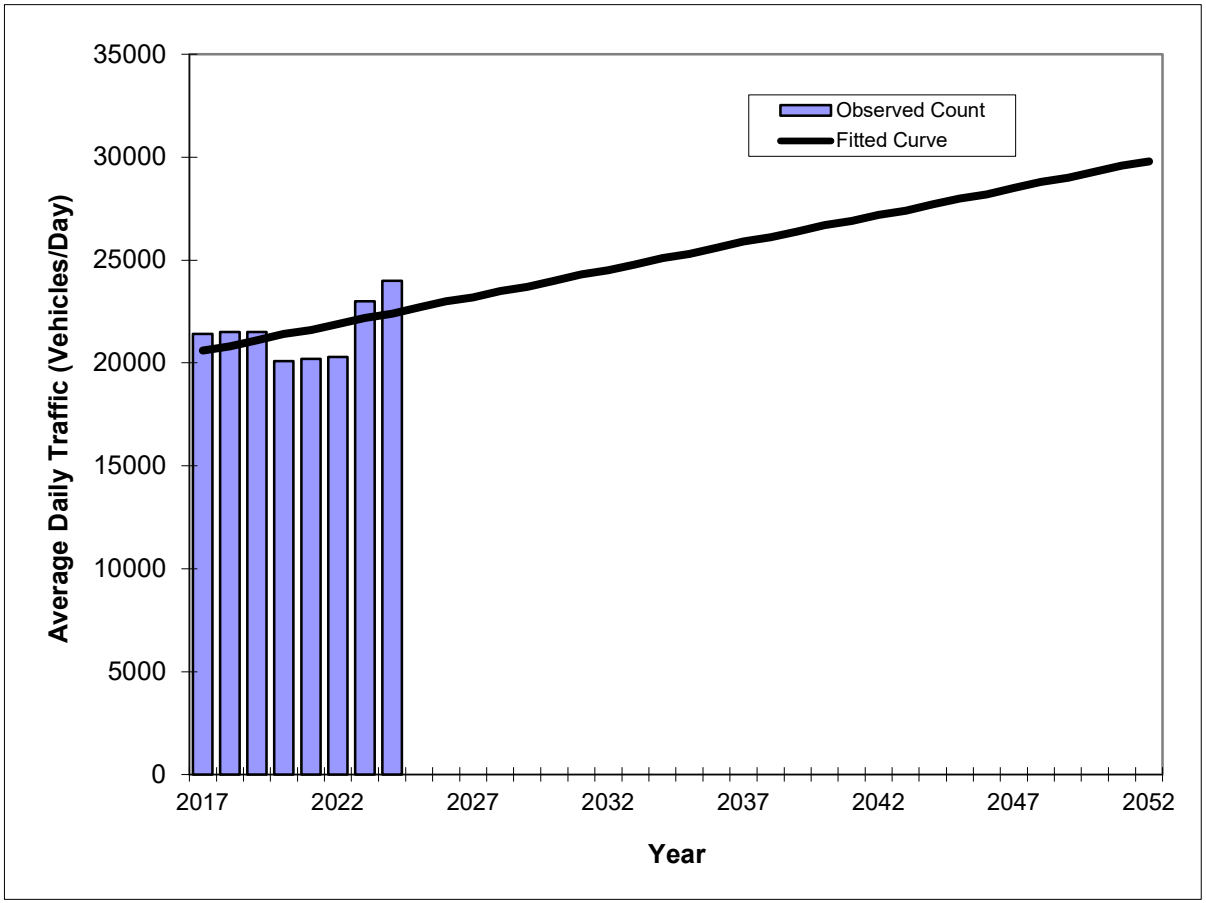
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

SR-100 -- E of Belle Terre Blvd

FIN#	0
Location	3

County:	Flagler (73)
Station #:	0002
Highway:	SR-100



Year	Traffic (ADT/AADT) Count*	Trend**
2017	21400	20600
2018	21500	20800
2019	21500	21100
2020	20100	21400
2021	20200	21600
2022	20300	21900
2023	23000	22200
2024	24000	22400
2032 Opening Year Trend		
2032	N/A	24500
2033 Mid-Year Trend		
2033	N/A	24800
2043 Design Year Trend		
2043	N/A	27400
TRANPLAN Forecasts/Trends		
2032	0	24500
2042	0	27200
2052	0	29800

*Axle-Adjusted

**** Annual Trend Increase:**	264
Trend R-squared:	21.57%
Trend Annual Historic Growth Rate:	1.27%
Trend Growth Rate (2024 to Design Year):	1.09%
Printed:	27-Apr-26

Straight Line Growth Option

Transportation Facility Status Report

Citywide Traffic Counts Fall 2023 - December 31, 2023

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes		Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012)					Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
							Left	Right									A	B	C	D	E			
	Belle Terre Pkwy																							
1200 Belle Terre Pkwy	Matanzas Woods Parkway to Bird of Paradise Drive	Arterial	Class 1	1.86	4	Yes	Yes	Yes	5	1.28	45	7,814	0.1029	804	367	1,171	*	**	3,420	3,580	***	D	C	C
1205 Belle Terre Pkwy	Bird of Paradise Drive to Pine Lakes Parkway (North)			0.71								16,208	0.0908	1,472	367	1,839							C	C
1210 Belle Terre Pkwy	Pine Lakes Parkway (North) to Bellaire Drive			0.85								14,871	0.0955	1,420	252	1,672							C	C
1215 Belle Terre Pkwy	Bellaire Drive to Palm Coast Parkway(WB)			0.48								18,724	0.0897	1,680	314	1,994							C	C
		Segment Length:		3.90																				
1220 Belle Terre Pkwy	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)		Class 1	0.22	4	Yes	Yes	Yes	5	8.06	45	22,150	0.0878	1,945	271	2,216	*	**	3,420	3,580	***	D	C	C
1225 Belle Terre Pkwy	Palm Coast Parkway (EB) to Cypress Point Parkway			0.13								21,694	0.0826	1,792	363	2,155							C	C
1230 Belle Terre Pkwy	Cypress Point Parkway to Pine Lakes Parkway (South)			0.27								35,119	0.083	2,897	378	3,275							C	C
		Segment Length:		0.62																				
1240 Belle Terre Pkwy	Pine Lakes Parkway (South) to Parkview Drive	Arterial	Class 1	1.03	4	Yes	Yes	Yes	7	1.38	45	31,904	0.0841	2,683	353	3,036	*	**	3,420	3,580	***	D	C	C
1245 Belle Terre Pkwy	Parkview Drive to White View Parkway			1.02								27,740	0.0855	2,372	375	2,747							C	C
1250 Belle Terre Pkwy	White View Parkway to Rymfire Drive			0.92								28,101	0.0894	2,512	428	2,940							C	C
1252 Belle Terre Pkwy	Rymfire Drive to Royal Palms Parkway			0.53								30,109	0.0942	2,836	412	3,248							C	C
1254 Belle Terre Pkwy	Royal Palms Parkway to East Hampton Boulevard			0.52								30,628	0.0908	2,781	384	3,165							C	C
1260 Belle Terre Pkwy	East Hampton Boulevard to SR 100			1.04								25,394	0.0873	2,217	269	2,486							C	C
		Segment Length:		5.06																				
	Belle Terre Blvd																							
1263 Belle Terre Blvd	SR 100 to Zebulas Trl	Arterial	UFH	0.21	2	No	n.a.	n.a.	n.a.	n.a.	50	9,353	0.0898	840	179	1,019	*	770	1,530	2,170	2,990	D	C	C
1265 Belle Terre Blvd	Zebulas Trail to Zaun Trail			0.84								7,688	0.0879	676	167	843							B	C
1270 Belle Terre Blvd	Zaun Trail to Citation Pkwy			1.37								5,297	0.0967	512	167	679							B	B
1275 Belle Terre Blvd	Citation Pkwy to US 1			1.31								4,301	0.106	456	184	640							B	B
		Segment Length:		3.73																				

Transportation Facility Status Report

Published ??? 2026

Citywide Traffic Counts Fall 2023 / Vested trips through December 31, 2023

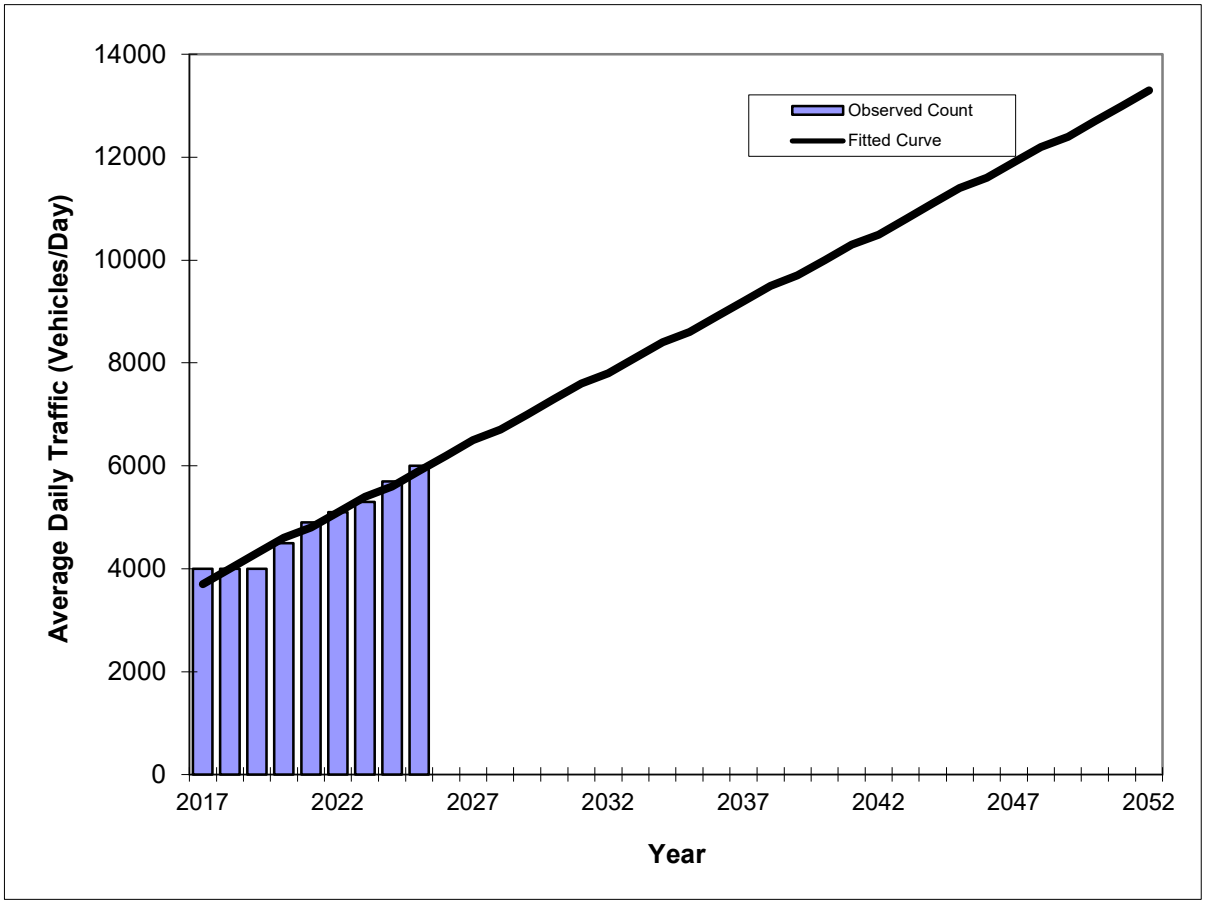
Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2025 AADT
	Belle Terre Parkway											
1200	Matanzas Woods Parkway to Bird of Paradise Drive	Arterial	Class 1	1.86	4	Yes	Yes	Yes	5	1.28	45	8,819
1205	Bird of Paradise Drive to Pine Lakes Parkway (North)			0.71								17,123
1210	Pine Lakes Parkway (North) to Bellaire Drive			0.85								17,530
1215	Bellaire Drive to Palm Coast Parkway(WB)			0.48								19,511
		Segment Length:		3.90								
1220	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)		Class 1	0.22	4	Yes	Yes	Yes	5	8.06	45	28,764
1225	Palm Coast Parkway (EB) to Cypress Point Parkway			0.13								22,605
1230	Cypress Point Parkway to Pine Lakes Parkway (South)			0.27								38,203
		Segment Length:		0.62								
1240	Pine Lakes Parkway (South) to Parkview Drive	Arterial	Class 1	1.03	4	Yes	Yes	Yes	7	1.38	45	29,624
1245	Parkview Drive to White View Parkway			1.02								26,038
1250	White View Parkway to Rymfire Drive			0.92								26,705
1252	Rymfire Drive to Royal Palms Parkway			0.53								31,551
1254	Royal Palms Parkway to East Hampton Boulevard			0.52								28,770
1260	East Hampton Boulevard to SR 100			1.04								27,655
		Segment Length:		5.06								
	Belle Terre Blvd.											
1263	SR 100 to Zebulas Trail	Arterial	UFH	0.21	2	No	n.a.	n.a.	n.a.	n.a.	50	9,846
1265	Zebulas Trail to Zaun Trail			0.84								8,268
1270	Zaun Trail to Citation Parkway			1.37								6,044
1275	Citation Parkway to US 1			1.31								5,032
		Segment Length:		3.73								

Traffic Trends - V03.a

BELLE TERRE BLVD -- Zaun Trail to Citation Parkway

FIN#	0
Location	1

County:	Flagler (73)
Station #:	0
Highway:	BELLE TERRE BLVD



Year	Traffic (ADT/AADT) Count*	Trend**
2017	4000	3700
2018	4000	4000
2019	4000	4300
2020	4500	4600
2021	4900	4800
2022	5100	5100
2023	5300	5400
2024	5700	5600
2025	6000	5900
2032 Opening Year Trend		
2032	N/A	7800
2033 Mid-Year Trend		
2033	N/A	8100
2043 Design Year Trend		
2043	N/A	10800
TRANPLAN Forecasts/Trends		
2032	0	7800
2042	0	10500
2052	0	13300

*Axle-Adjusted

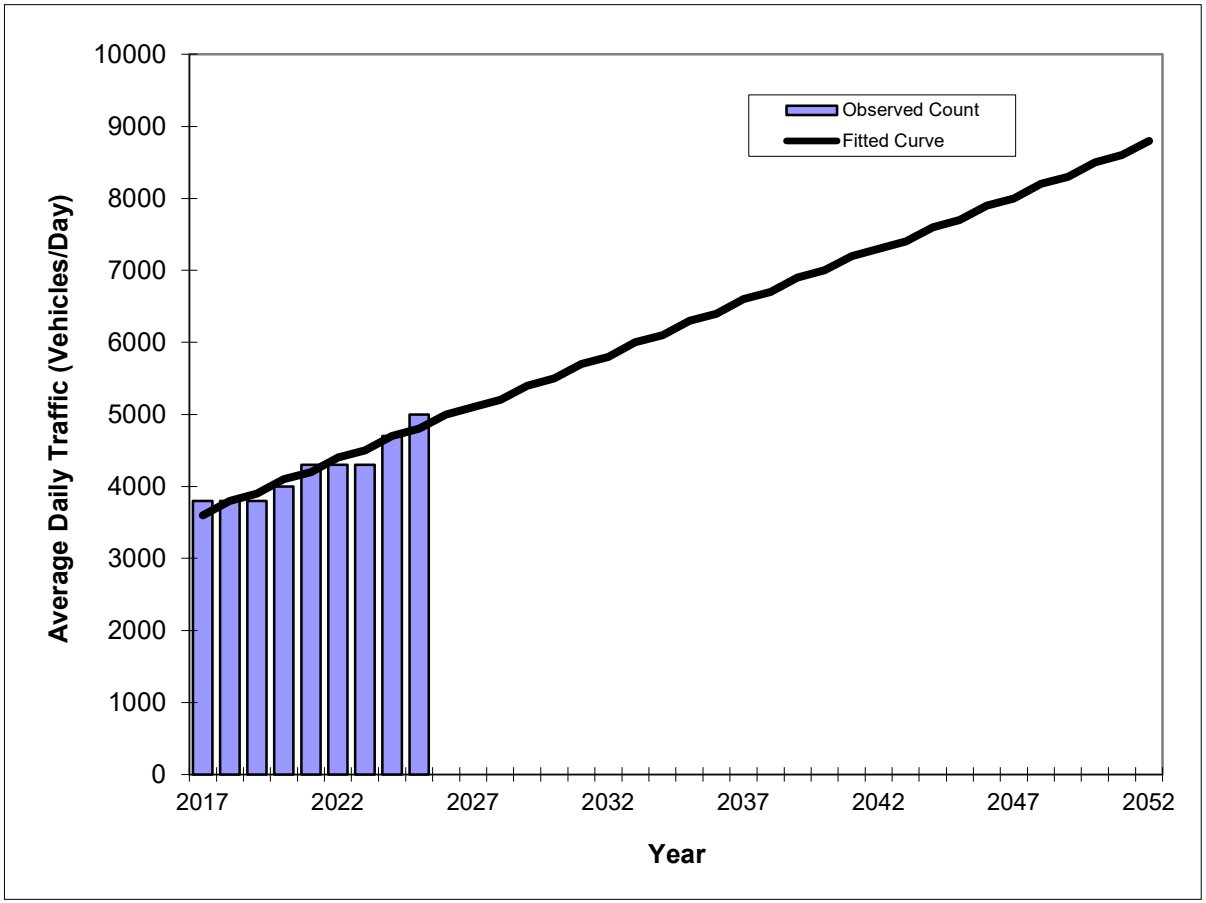
** Annual Trend Increase:	272
Trend R-squared:	96.26%
Trend Annual Historic Growth Rate:	7.51%
Trend Growth Rate (2025 to Design Year):	4.12%
Printed:	27-Apr-26
Straight Line Growth Option	

Traffic Trends - V03.a

BELLE TERRE BLVD -- Citation Parkway to US 1

FIN#	0
Location	1

County:	Flagler (73)
Station #:	0
Highway:	BELLE TERRE BLVD



Year	Traffic (ADT/AADT) Count*	Trend**
2017	3800	3600
2018	3800	3800
2019	3800	3900
2020	4000	4100
2021	4300	4200
2022	4300	4400
2023	4300	4500
2024	4700	4700
2025	5000	4800
2032 Opening Year Trend		
2032	N/A	5800
2033 Mid-Year Trend		
2033	N/A	6000
2043 Design Year Trend		
2043	N/A	7400
TRANPLAN Forecasts/Trends		
2032	0	5800
2042	0	7300
2052	0	8800

*Axle-Adjusted

** Annual Trend Increase:	147
Trend R-squared:	89.91%
Trend Annual Historic Growth Rate:	4.32%
Trend Growth Rate (2025 to Design Year):	2.67%
Printed:	27-Apr-26

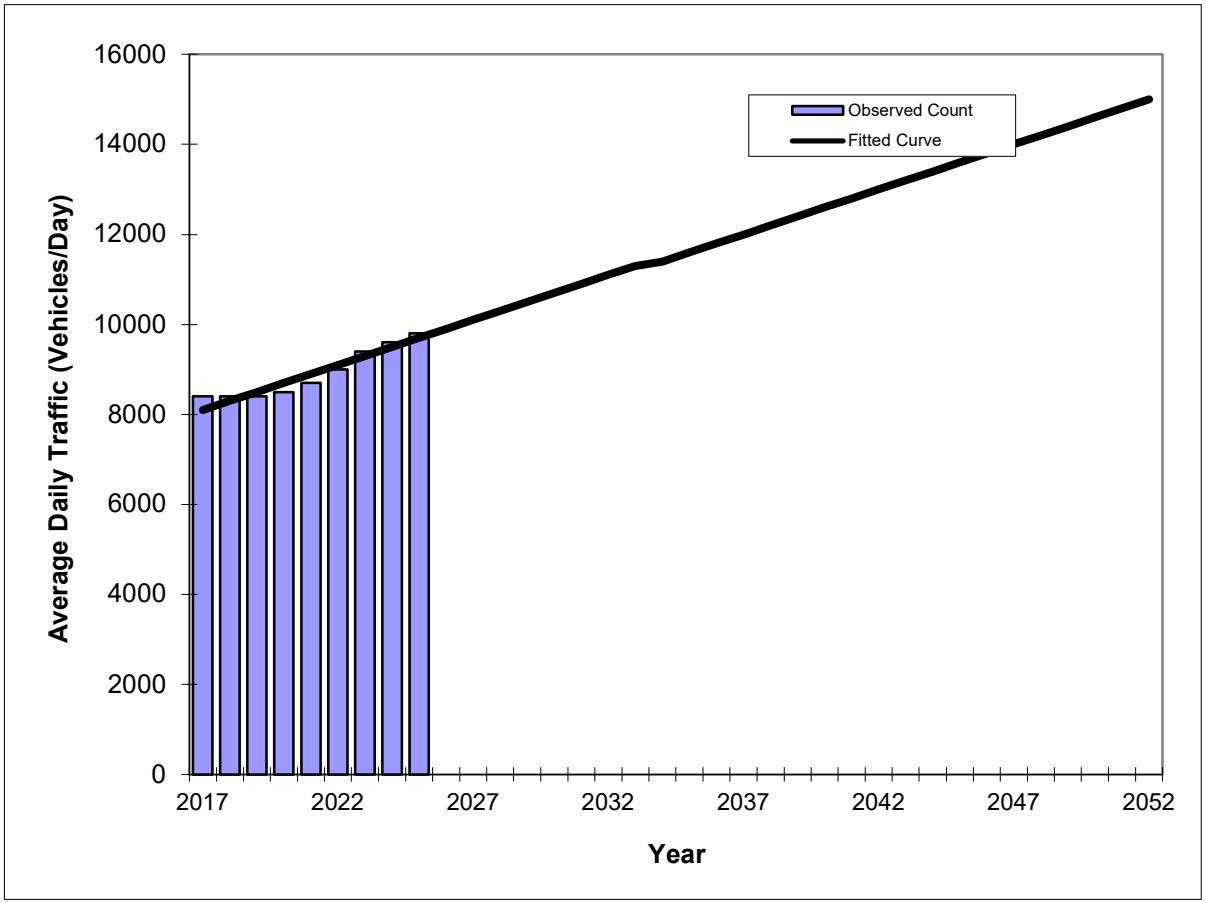
Straight Line Growth Option

Traffic Trends - V03.a

BELLE TERRE BLVD -- SR 100 to Zebulas Trail

FIN#	0
Location	1

County:	Flagler (73)
Station #:	0
Highway:	BELLE TERRE BLVD



Year	Traffic (ADT/AADT) Count*	Trend**
2017	8400	8100
2018	8400	8300
2019	8400	8500
2020	8500	8700
2021	8700	8900
2022	9000	9100
2023	9400	9300
2024	9600	9500
2025	9800	9700
2032 Opening Year Trend		
2032	N/A	11100
2033 Mid-Year Trend		
2033	N/A	11300
2043 Design Year Trend		
2043	N/A	13200
TRANPLAN Forecasts/Trends		
2032	0	11100
2042	0	13000
2052	0	15000

*Axle-Adjusted

**** Annual Trend Increase:**	195
Trend R-squared:	90.94%
Trend Annual Historic Growth Rate:	2.47%
Trend Growth Rate (2025 to Design Year):	1.85%
Printed:	27-Apr-26

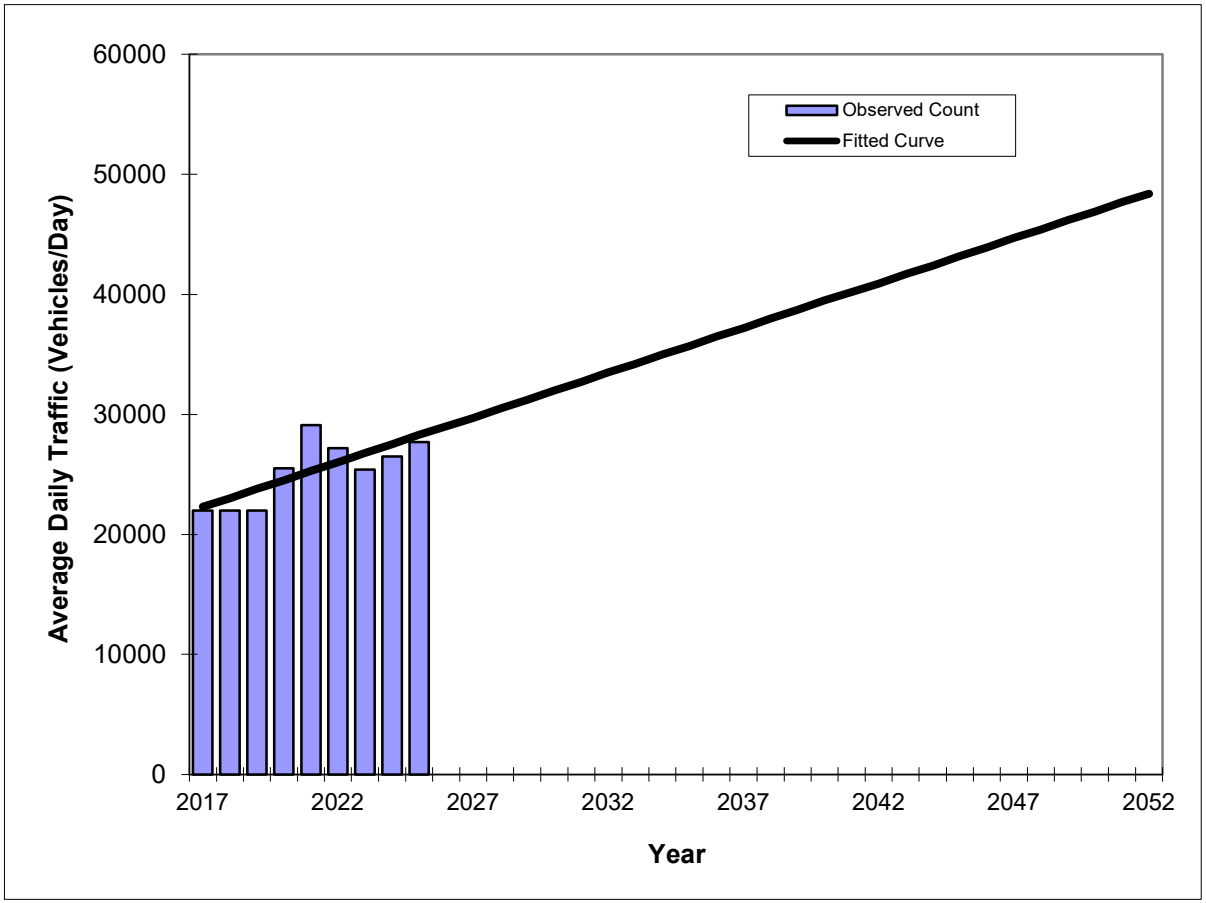
Straight Line Growth Option

Traffic Trends - V03.a

BELLE TERRE PKWY -- East Hampton Boulevard to SR 100

FIN#	0
Location	3

County:	Flagler (73)
Station #:	0
Highway:	BELLE TERRE PKWY



Year	Traffic (ADT/AADT) Count*	Trend**
2017	22000	22300
2018	22000	23000
2019	22000	23800
2020	25500	24500
2021	29100	25300
2022	27200	26000
2023	25400	26800
2024	26500	27500
2025	27700	28300
2032 Opening Year Trend		
2032	N/A	33500
2033 Mid-Year Trend		
2033	N/A	34200
2043 Design Year Trend		
2043	N/A	41700
TRANPLAN Forecasts/Trends		
2032	0	33500
2042	0	40900
2052	0	48400

*Axle-Adjusted

** Annual Trend Increase:	747
Trend R-squared:	57.71%
Trend Annual Historic Growth Rate:	3.34%
Trend Growth Rate (2025 to Design Year):	2.43%
Printed:	27-Apr-26

Straight Line Growth Option

Appendix J

(Background Traffic Conditions – Synchro Printouts)

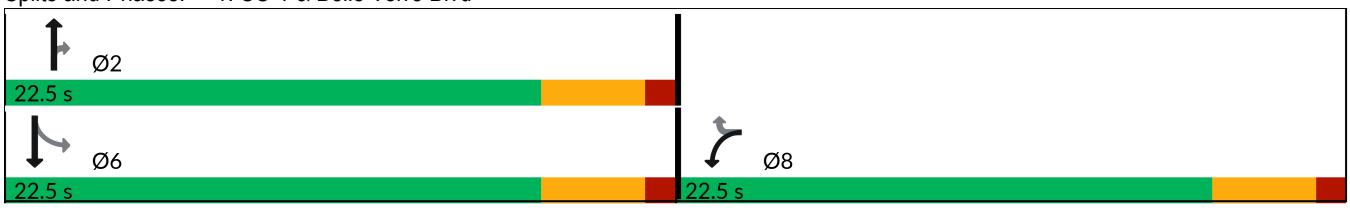


Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	242	116	652	91	55	582
Future Volume (vph)	242	116	652	91	55	582
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	470		370	500	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	0.95	1.00	1.00	0.95
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	3539	1583	1770	3539
Flt Permitted	0.950				0.377	
Satd. Flow (perm)	1770	1583	3539	1583	702	3539
Right Turn on Red		Yes		Yes		
Satd. Flow (RTOR)		104		99		
Link Speed (mph)	50		60			60
Link Distance (ft)	1678		985			1023
Travel Time (s)	22.9		11.2			11.6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	263	126	709	99	60	633
Shared Lane Traffic (%)						
Lane Group Flow (vph)	263	126	709	99	60	633
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Number of Detectors	1	1	2	1	1	2
Detector Template	Left	Right	Thru	Right	Left	Thru
Leading Detector (ft)	20	20	100	20	20	100
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	20	6	20	20	6
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)			94			94
Detector 2 Size(ft)			6			6
Detector 2 Type			Cl+Ex			Cl+Ex
Detector 2 Channel						
Detector 2 Extend (s)			0.0			0.0
Turn Type	Prot	Perm	NA	Perm	Perm	NA
Protected Phases	8		2			6
Permitted Phases		8		2	6	

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Detector Phase	8	8	2	2	6	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Maximum Green (s)	18.0	18.0	18.0	18.0	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag						
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	None	Max	Max	Max	Max
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)	11.0	11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0
Act Effct Green (s)	10.8	10.8	22.1	22.1	22.1	22.1
Actuated g/C Ratio	0.28	0.28	0.57	0.57	0.57	0.57
v/c Ratio	0.53	0.24	0.35	0.10	0.15	0.31
Control Delay (s/veh)	15.6	5.0	7.3	2.5	8.2	7.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	15.6	5.0	7.3	2.5	8.2	7.1
LOS	B	A	A	A	A	A
Approach Delay (s/veh)	12.2		6.7			7.2
Approach LOS	B		A			A

Intersection Summary			
Area Type:	Other		
Cycle Length: 45			
Actuated Cycle Length: 38.6			
Natural Cycle: 45			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.53			
Intersection Signal Delay (s/veh): 8.0		Intersection LOS: A	
Intersection Capacity Utilization 46.8%		ICU Level of Service A	
Analysis Period (min) 15			

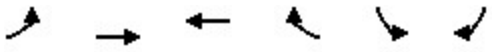
Splits and Phases: 1: US-1 & Belle Terre Blvd





Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	220	1	9	329	11	24
Future Volume (vph)	220	1	9	329	11	24
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		0	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.999				0.908	
Flt Protected				0.999	0.984	
Satd. Flow (prot)	1861	0	0	1861	1664	0
Flt Permitted				0.999	0.984	
Satd. Flow (perm)	1861	0	0	1861	1664	0
Link Speed (mph)	50			50	30	
Link Distance (ft)	1094			1500	670	
Travel Time (s)	14.9			20.5	15.2	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	239	1	10	358	12	26
Shared Lane Traffic (%)						
Lane Group Flow (vph)	240	0	0	368	38	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 34.6%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	8	241	340	5	2	3
Future Volume (vph)	8	241	340	5	2	3
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			350	0	0
Storage Lanes	1			1	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850	0.919	
Flt Protected	0.950				0.980	
Satd. Flow (prot)	1770	1863	1863	1583	1678	0
Flt Permitted	0.950				0.980	
Satd. Flow (perm)	1770	1863	1863	1583	1678	0
Link Speed (mph)		50	50		25	
Link Distance (ft)		1500	638		1324	
Travel Time (s)		20.5	8.7		36.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	9	262	370	5	2	3
Shared Lane Traffic (%)						
Lane Group Flow (vph)	9	262	370	5	5	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 27.9%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	101	72	192	53	59	303
Future Volume (vph)	101	72	192	53	59	303
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.944		0.971			
Flt Protected	0.972					0.992
Satd. Flow (prot)	1709	0	1809	0	0	1848
Flt Permitted	0.972					0.992
Satd. Flow (perm)	1709	0	1809	0	0	1848
Link Speed (mph)	30		50			50
Link Distance (ft)	1865		625			1004
Travel Time (s)	42.4		8.5			13.7
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	110	78	209	58	64	329
Shared Lane Traffic (%)						
Lane Group Flow (vph)	188	0	267	0	0	393
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free

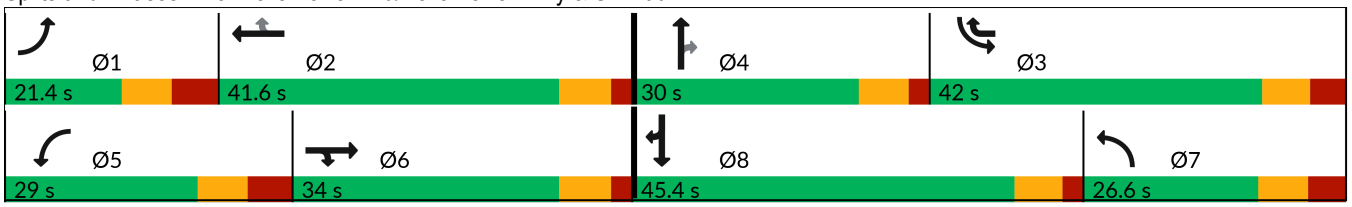
Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 52.5%		ICU Level of Service A	
Analysis Period (min) 15			

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	159	479	78	147	508	312	116	186	237	613	207	359
Future Volume (vph)	159	479	78	147	508	312	116	186	237	613	207	359
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500		530	530		530	330		230	350		0
Storage Lanes	2		1	1		1	1		1	2		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	0.97	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			238			*156			238			356
Link Speed (mph)		50			50			50			45	
Link Distance (ft)		1355			1417			1110			1491	
Travel Time (s)		18.5			19.3			15.1			22.6	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	173	521	85	160	552	339	126	202	258	666	225	390
Shared Lane Traffic (%)												
Lane Group Flow (vph)	173	521	85	160	552	339	126	202	258	666	225	390
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			24			24	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Prot	NA	custom	Prot	NA	pm+ov	Prot	NA	Perm	Prot	NA	custom
Protected Phases	1	6	6	5	2	3	7	4		3	8	8
Permitted Phases			6			2			4			8

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	1	6	6	5	2	3	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	14.6	26.0	26.0	14.5	26.0	13.7	13.9	26.0	26.0	13.7	26.0	26.0
Total Split (s)	21.4	34.0	34.0	29.0	41.6	42.0	26.6	30.0	30.0	42.0	45.4	45.4
Total Split (%)	15.9%	25.2%	25.2%	21.5%	30.8%	31.1%	19.7%	22.2%	22.2%	31.1%	33.6%	33.6%
Maximum Green (s)	11.8	26.9	26.9	19.5	34.5	33.6	17.7	22.9	22.9	33.6	38.6	38.6
Yellow Time (s)	5.1	5.1	5.1	5.1	5.1	4.8	5.1	5.1	5.1	4.8	4.8	4.8
All-Red Time (s)	4.5	2.0	2.0	4.4	2.0	3.6	3.8	2.0	2.0	3.6	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	9.6	7.1	7.1	9.5	7.1	8.4	8.9	7.1	7.1	8.4	6.8	6.8
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lag	Lead	Lead	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Min	Min	None	Min	None	None	None	None	None	None	None
Act Effct Green (s)	10.6	22.3	22.3	15.4	27.0	53.4	24.7	17.7	17.7	27.8	20.5	20.5
Actuated g/C Ratio	0.09	0.19	0.19	0.13	0.23	0.46	0.21	0.15	0.15	0.24	0.18	0.18
v/c Ratio	0.55	0.77	0.17	0.68	0.67	0.42	0.34	0.71	0.58	0.81	0.69	0.68
Control Delay (s/veh)	61.2	54.4	0.8	66.5	45.9	7.0	44.9	63.8	13.9	51.8	57.6	13.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	61.2	54.4	0.8	66.5	45.9	7.0	44.9	63.8	13.9	51.8	57.6	13.4
LOS	E	D	A	E	D	A	D	E	B	D	E	B
Approach Delay (s/veh)		50.0			36.5			37.7			41.1	
Approach LOS		D			D			D			D	

Intersection Summary			
Area Type:	Other		
Cycle Length: 135			
Actuated Cycle Length: 116.2			
Natural Cycle: 95			
Control Type: Semi Act-Uncoord			
Maximum v/c Ratio: 0.81			
Intersection Signal Delay (s/veh): 41.1		Intersection LOS: D	
Intersection Capacity Utilization 74.1%		ICU Level of Service D	
Analysis Period (min) 15			
* User Entered Value			

Splits and Phases: 5: Belle Terre Blvd/Belle Terre Pkwy & SR-100



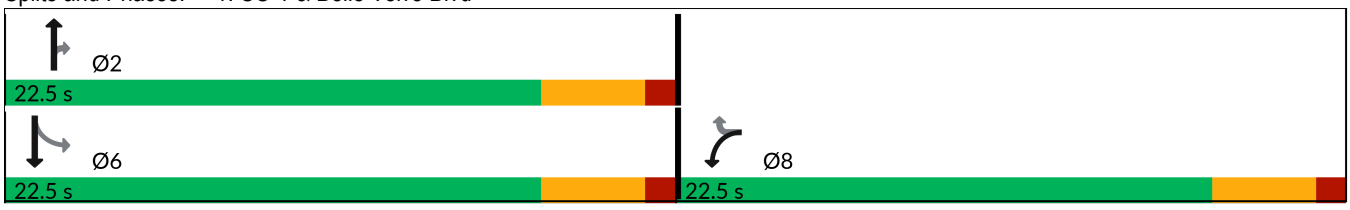


Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	174	72	668	235	74	631
Future Volume (vph)	174	72	668	235	74	631
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	470		370	500	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	0.95	1.00	1.00	0.95
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	3539	1583	1770	3539
Flt Permitted	0.950				0.375	
Satd. Flow (perm)	1770	1583	3539	1583	699	3539
Right Turn on Red		Yes		Yes		
Satd. Flow (RTOR)		78		255		
Link Speed (mph)	50		60			60
Link Distance (ft)	1678		985			1023
Travel Time (s)	22.9		11.2			11.6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	189	78	726	255	80	686
Shared Lane Traffic (%)						
Lane Group Flow (vph)	189	78	726	255	80	686
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Number of Detectors	1	1	2	1	1	2
Detector Template	Left	Right	Thru	Right	Left	Thru
Leading Detector (ft)	20	20	100	20	20	100
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	20	6	20	20	6
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)			94			94
Detector 2 Size(ft)			6			6
Detector 2 Type			Cl+Ex			Cl+Ex
Detector 2 Channel						
Detector 2 Extend (s)			0.0			0.0
Turn Type	Prot	Perm	NA	Perm	Perm	NA
Protected Phases	8		2			6
Permitted Phases		8		2	6	

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Detector Phase	8	8	2	2	6	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Maximum Green (s)	18.0	18.0	18.0	18.0	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag						
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	None	Max	Max	Max	Max
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)	11.0	11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0
Act Effct Green (s)	9.2	9.2	22.7	22.7	22.7	22.7
Actuated g/C Ratio	0.24	0.24	0.60	0.60	0.60	0.60
v/c Ratio	0.44	0.18	0.34	0.24	0.19	0.32
Control Delay (s/veh)	14.9	4.4	6.3	1.9	7.6	6.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	14.9	4.4	6.3	1.9	7.6	6.2
LOS	B	A	A	A	A	A
Approach Delay (s/veh)	11.9		5.2			6.3
Approach LOS	B		A			A

Intersection Summary			
Area Type:	Other		
Cycle Length: 45			
Actuated Cycle Length: 37.8			
Natural Cycle: 45			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.44			
Intersection Signal Delay (s/veh): 6.5		Intersection LOS: A	
Intersection Capacity Utilization 43.5%		ICU Level of Service A	
Analysis Period (min) 15			

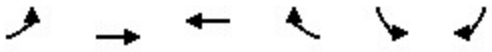
Splits and Phases: 1: US-1 & Belle Terre Blvd





Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	348	12	27	275	7	25
Future Volume (vph)	348	12	27	275	7	25
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		0	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.996				0.896	
Flt Protected				0.996	0.989	
Satd. Flow (prot)	1855	0	0	1855	1651	0
Flt Permitted				0.996	0.989	
Satd. Flow (perm)	1855	0	0	1855	1651	0
Link Speed (mph)	50			50	30	
Link Distance (ft)	1094			1500	670	
Travel Time (s)	14.9			20.5	15.2	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	378	13	29	299	8	27
Shared Lane Traffic (%)						
Lane Group Flow (vph)	391	0	0	328	35	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	46.9%	ICU Level of Service	A
Analysis Period (min)	15		



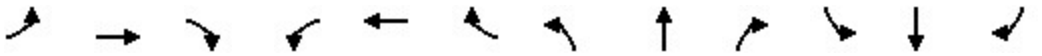
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	0	380	298	2	7	8
Future Volume (vph)	0	380	298	2	7	8
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			350	0	0
Storage Lanes	1			1	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850	0.929	
Flt Protected					0.977	
Satd. Flow (prot)	1863	1863	1863	1583	1691	0
Flt Permitted					0.977	
Satd. Flow (perm)	1863	1863	1863	1583	1691	0
Link Speed (mph)		50	50		25	
Link Distance (ft)		1500	638		1324	
Travel Time (s)		20.5	8.7		36.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	413	324	2	8	9
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	413	324	2	17	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 30.0%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	54	61	320	72	96	301
Future Volume (vph)	54	61	320	72	96	301
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.929		0.975			
Flt Protected	0.977					0.988
Satd. Flow (prot)	1691	0	1816	0	0	1840
Flt Permitted	0.977					0.988
Satd. Flow (perm)	1691	0	1816	0	0	1840
Link Speed (mph)	30		50			50
Link Distance (ft)	1865		625			1004
Travel Time (s)	42.4		8.5			13.7
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	59	66	348	78	104	327
Shared Lane Traffic (%)						
Lane Group Flow (vph)	125	0	426	0	0	431
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 59.1%		ICU Level of Service B	
Analysis Period (min) 15			

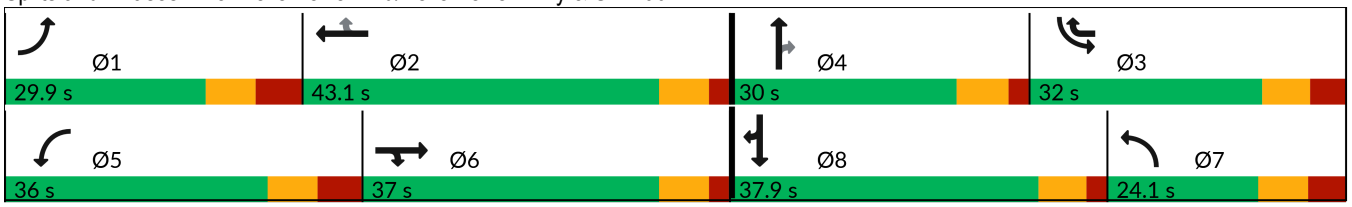


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	341	621	124	290	571	576	96	278	133	470	222	243
Future Volume (vph)	341	621	124	290	571	576	96	278	133	470	222	243
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500		530	530		530	330		230	350		0
Storage Lanes	2		1	1		1	1		1	2		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	0.97	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			238			*291			238			264
Link Speed (mph)		50			50			50			45	
Link Distance (ft)		1355			1417			1110			1491	
Travel Time (s)		18.5			19.3			15.1			22.6	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	371	675	135	315	621	626	104	302	145	511	241	264
Shared Lane Traffic (%)												
Lane Group Flow (vph)	371	675	135	315	621	626	104	302	145	511	241	264
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			24			24	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Prot	NA	custom	Prot	NA	pm+ov	Prot	NA	Perm	Prot	NA	custom
Protected Phases	1	6	6	5	2	3	7	4		3	8	8
Permitted Phases			6			2			4			8

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	1	6	6	5	2	3	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	14.6	26.0	26.0	14.5	26.0	13.7	13.9	26.0	26.0	13.7	26.0	26.0
Total Split (s)	29.9	37.0	37.0	36.0	43.1	32.0	24.1	30.0	30.0	32.0	37.9	37.9
Total Split (%)	22.1%	27.4%	27.4%	26.7%	31.9%	23.7%	17.9%	22.2%	22.2%	23.7%	28.1%	28.1%
Maximum Green (s)	20.3	29.9	29.9	26.5	36.0	23.6	15.2	22.9	22.9	23.6	31.1	31.1
Yellow Time (s)	5.1	5.1	5.1	5.1	5.1	4.8	5.1	5.1	5.1	4.8	4.8	4.8
All-Red Time (s)	4.5	2.0	2.0	4.4	2.0	3.6	3.8	2.0	2.0	3.6	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	9.6	7.1	7.1	9.5	7.1	8.4	8.9	7.1	7.1	8.4	6.8	6.8
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lag	Lead	Lead	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Min	Min	None	Min	None	None	None	None	None	None	None
Act Effct Green (s)	18.3	28.3	28.3	25.4	35.3	56.7	22.6	22.7	22.7	22.7	22.6	22.6
Actuated g/C Ratio	0.14	0.22	0.22	0.19	0.27	0.43	0.17	0.17	0.17	0.17	0.17	0.17
v/c Ratio	0.78	0.89	0.26	0.92	0.65	0.74	0.34	0.94	0.31	0.86	0.75	0.54
Control Delay (s/veh)	66.9	64.6	1.2	84.8	46.7	13.9	54.8	91.1	1.7	68.5	66.6	9.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	66.9	64.6	1.2	84.8	46.7	13.9	54.8	91.1	1.7	68.5	66.6	9.3
LOS	E	E	A	F	D	B	D	F	A	E	E	A
Approach Delay (s/veh)		58.1			41.2			60.7			52.7	
Approach LOS		E			D			E			D	

Intersection Summary			
Area Type:	Other		
Cycle Length: 135			
Actuated Cycle Length: 131.3			
Natural Cycle: 105			
Control Type: Semi Act-Uncoord			
Maximum v/c Ratio: 0.94			
Intersection Signal Delay (s/veh): 51.0		Intersection LOS: D	
Intersection Capacity Utilization 84.7%		ICU Level of Service E	
Analysis Period (min) 15			
* User Entered Value			

Splits and Phases: 5: Belle Terre Blvd/Belle Terre Pkwy & SR-100



Appendix K

(Phase 1 Volume Calculations and Synchro Printouts)

Magnolia Trace
Intersection Volumes AM
22-233-02

Segment	1275	1270	1263	1260	SR-100 (EB)	SR-100 (WB)	US-1	Citation
AGR	4.32%	7.51%	2.47%	2.43%	1.52%	1.09%	1.70%	5.92%
GR Factor	1.2889	1.5442	1.1577	1.1549	1.0947	1.0672	1.1064	1.417

Note: Citation uses the average of Belle Terre Blvd approaches

Period
AM Peak
Phase 1

SF	Years
0.99	6

Trip Generation	
Enter	Exit
19	53

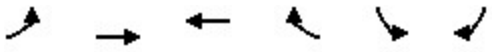
Pass-By		
Total	In	Out
0	0	0

Legend
Background + (Proj)= Total

Intersection: Belle Terre Blvd & Magnolia Trace Blvd (10/14/2025) # 3

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + (Proj)= Total
EB	L	8	0.99	**8**	1.0000	**8**			**0**	54.55%		**10**	**18**	8 + (10) = 18
	T	189	0.99	**187**	1.2889	**241**			**0**			**0**	**241**	241
WB	T	267	0.99	**264**	1.2889	**340**			**0**			**0**	**340**	340
	R	5	0.99	**5**	1.0000	**5**			**0**	45.45%		**9**	**14**	5 + (9) = 14
SB	L	2	0.99	**2**	1.0000	**2**			**0**		45.45%	**24**	**26**	2 + (24) = 26
	R	3	0.99	**3**	1.0000	**3**			**0**		54.55%	**29**	**32**	3 + (29) = 32

Growth Factor= 1.00 at minor streets



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	18	241	340	14	26	32
Future Volume (vph)	18	241	340	14	26	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			350	0	0
Storage Lanes	1			1	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850	0.925	
Flt Protected	0.950				0.978	
Satd. Flow (prot)	1770	1863	1863	1583	1685	0
Flt Permitted	0.950				0.978	
Satd. Flow (perm)	1770	1863	1863	1583	1685	0
Link Speed (mph)		50	50		25	
Link Distance (ft)		746	638		1324	
Travel Time (s)		10.2	8.7		36.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	20	262	370	15	28	35
Shared Lane Traffic (%)						
Lane Group Flow (vph)	20	262	370	15	63	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 28.0%		ICU Level of Service A	
Analysis Period (min) 15			

Magnolia Trace
Intersection Volumes PM
22-233-02

Segment	1275	1270	1263	1260	SR-100 (EB)	SR-100 (WB)	US-1	Citation
AGR	4.32%	7.51%	2.47%	2.43%	1.52%	1.09%	1.70%	5.92%
GR Factor	1.2889	1.5442	1.1577	1.1549	1.0947	1.0672	1.1064	1.417

Note: Citation uses the average of Belle Terre Blvd approaches

Period
PM Peak
Phase 1

SF	Years
0.99	6

Trip Generation	
Enter	Exit
59	36

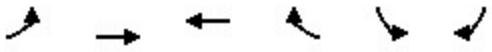
Pass-By		
Total	In	Out
0	0	0

Legend
Background + (Proj)= Total

Intersection: Belle Terre Blvd & Magnolia Trace Blvd (10/14/2025) # 3

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + (Proj)= Total
EB	L	0	0.99	**0**	1.0000	**0**			**0**	54.55%		**32**	**32**	(32) = 32
	T	298	0.99	**295**	1.2889	**380**			**0**			**0**	**380**	380
WB	T	233	0.99	**231**	1.2889	**298**			**0**			**0**	**298**	298
	R	2	0.99	**2**	1.0000	**2**			**0**	45.45%		**27**	**29**	2 + (27) = 29
SB	L	7	0.99	**7**	1.0000	**7**			**0**		45.45%	**16**	**23**	7 + (16) = 23
	R	8	0.99	**8**	1.0000	**8**			**0**		54.55%	**20**	**28**	8 + (20) = 28

Growth Factor= 1.00 at minor streets



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	32	380	298	29	23	28
Future Volume (vph)	32	380	298	29	23	28
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			350	0	0
Storage Lanes	1			1	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850	0.926	
Flt Protected	0.950				0.978	
Satd. Flow (prot)	1770	1863	1863	1583	1687	0
Flt Permitted	0.950				0.978	
Satd. Flow (perm)	1770	1863	1863	1583	1687	0
Link Speed (mph)		50	50		25	
Link Distance (ft)		746	638		1324	
Travel Time (s)		10.2	8.7		36.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	35	413	324	32	25	30
Shared Lane Traffic (%)						
Lane Group Flow (vph)	35	413	324	32	55	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 32.4%		ICU Level of Service A	
Analysis Period (min) 15			

Appendix L

(Total Buildout Traffic Conditions – Synchro Printouts)

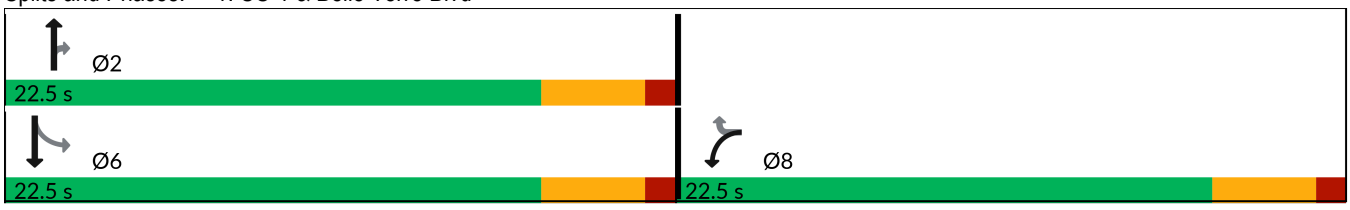


Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	320	133	652	136	65	582
Future Volume (vph)	320	133	652	136	65	582
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	470		370	500	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	0.95	1.00	1.00	0.95
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	3539	1583	1770	3539
Flt Permitted	0.950				0.358	
Satd. Flow (perm)	1770	1583	3539	1583	667	3539
Right Turn on Red		Yes		Yes		
Satd. Flow (RTOR)		104		148		
Link Speed (mph)	50		60			60
Link Distance (ft)	1678		985			1023
Travel Time (s)	22.9		11.2			11.6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	348	145	709	148	71	633
Shared Lane Traffic (%)						
Lane Group Flow (vph)	348	145	709	148	71	633
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Number of Detectors	1	1	2	1	1	2
Detector Template	Left	Right	Thru	Right	Left	Thru
Leading Detector (ft)	20	20	100	20	20	100
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	20	6	20	20	6
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)			94			94
Detector 2 Size(ft)			6			6
Detector 2 Type			Cl+Ex			Cl+Ex
Detector 2 Channel						
Detector 2 Extend (s)			0.0			0.0
Turn Type	Prot	Perm	NA	Perm	Perm	NA
Protected Phases	8		2			6
Permitted Phases		8		2	6	

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Detector Phase	8	8	2	2	6	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Maximum Green (s)	18.0	18.0	18.0	18.0	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag						
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	None	Max	Max	Max	Max
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)	11.0	11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0
Act Effct Green (s)	12.8	12.8	19.2	19.2	19.2	19.2
Actuated g/C Ratio	0.31	0.31	0.47	0.47	0.47	0.47
v/c Ratio	0.63	0.26	0.43	0.18	0.23	0.38
Control Delay (s/veh)	17.2	5.2	9.1	2.8	10.5	8.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	17.2	5.2	9.1	2.8	10.5	8.8
LOS	B	A	A	A	B	A
Approach Delay (s/veh)	13.6		8.0			9.0
Approach LOS	B		A			A

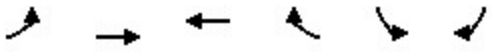
Intersection Summary			
Area Type:	Other		
Cycle Length: 45			
Actuated Cycle Length: 41.1			
Natural Cycle: 45			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.63			
Intersection Signal Delay (s/veh): 9.7		Intersection LOS: A	
Intersection Capacity Utilization 51.2%		ICU Level of Service A	
Analysis Period (min) 15			

Splits and Phases: 1: US-1 & Belle Terre Blvd



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	62	215	1	9	324	43	11	0	24	72	0	105
Future Volume (vph)	62	215	1	9	324	43	11	0	24	72	0	105
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	175		0	0		100	0		0	0		0
Storage Lanes	1		0	0		1	0		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.999				0.850		0.908			0.850	
Flt Protected	0.950				0.999			0.984		0.950		
Satd. Flow (prot)	1770	1861	0	0	1861	1583	0	1664	0	1770	1583	0
Flt Permitted	0.950				0.999			0.984		0.950		
Satd. Flow (perm)	1770	1861	0	0	1861	1583	0	1664	0	1770	1583	0
Link Speed (mph)		50			50			30			30	
Link Distance (ft)		1094			1500			670			1099	
Travel Time (s)		14.9			20.5			15.2			25.0	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	67	234	1	10	352	47	12	0	26	78	0	114
Shared Lane Traffic (%)												
Lane Group Flow (vph)	67	235	0	0	362	47	0	38	0	78	114	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 49.4%		ICU Level of Service A	
Analysis Period (min) 15			



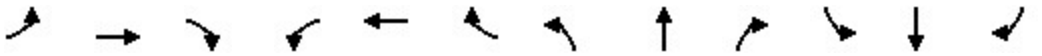
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	16	300	370	22	27	11
Future Volume (vph)	16	300	370	22	27	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			350	0	0
Storage Lanes	1			1	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850	0.960	
Flt Protected	0.950				0.966	
Satd. Flow (prot)	1770	1863	1863	1583	1727	0
Flt Permitted	0.950				0.966	
Satd. Flow (perm)	1770	1863	1863	1583	1727	0
Link Speed (mph)		50	50		25	
Link Distance (ft)		1500	638		1324	
Travel Time (s)		20.5	8.7		36.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	17	326	402	24	29	12
Shared Lane Traffic (%)						
Lane Group Flow (vph)	17	326	402	24	41	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 29.5%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	103	72	271	57	59	348
Future Volume (vph)	103	72	271	57	59	348
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.945		0.977			
Flt Protected	0.971					0.993
Satd. Flow (prot)	1709	0	1820	0	0	1850
Flt Permitted	0.971					0.993
Satd. Flow (perm)	1709	0	1820	0	0	1850
Link Speed (mph)	30		50			50
Link Distance (ft)	1865		625			1004
Travel Time (s)	42.4		8.5			13.7
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	112	78	295	62	64	378
Shared Lane Traffic (%)						
Lane Group Flow (vph)	190	0	357	0	0	442
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 59.4%		ICU Level of Service B	
Analysis Period (min) 15			

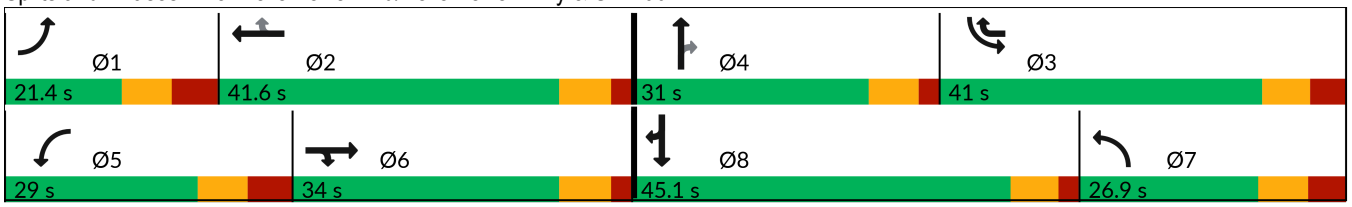


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	159	479	80	168	508	312	119	225	275	613	229	359
Future Volume (vph)	159	479	80	168	508	312	119	225	275	613	229	359
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500		530	530		530	330		230	350		0
Storage Lanes	2		1	1		1	1		1	2		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	0.97	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			238			*156			238			354
Link Speed (mph)		50			50			50			45	
Link Distance (ft)		1355			1417			1110			1491	
Travel Time (s)		18.5			19.3			15.1			22.6	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	173	521	87	183	552	339	129	245	299	666	249	390
Shared Lane Traffic (%)												
Lane Group Flow (vph)	173	521	87	183	552	339	129	245	299	666	249	390
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			24			24	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Prot	NA	custom	Prot	NA	pm+ov	Prot	NA	Perm	Prot	NA	custom
Protected Phases	1	6	6	5	2	3	7	4		3	8	8
Permitted Phases			6			2			4			8

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	1	6	6	5	2	3	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	14.6	26.0	26.0	14.5	26.0	13.7	13.9	26.0	26.0	13.7	26.0	26.0
Total Split (s)	21.4	34.0	34.0	29.0	41.6	41.0	26.9	31.0	31.0	41.0	45.1	45.1
Total Split (%)	15.9%	25.2%	25.2%	21.5%	30.8%	30.4%	19.9%	23.0%	23.0%	30.4%	33.4%	33.4%
Maximum Green (s)	11.8	26.9	26.9	19.5	34.5	32.6	18.0	23.9	23.9	32.6	38.3	38.3
Yellow Time (s)	5.1	5.1	5.1	5.1	5.1	4.8	5.1	5.1	5.1	4.8	4.8	4.8
All-Red Time (s)	4.5	2.0	2.0	4.4	2.0	3.6	3.8	2.0	2.0	3.6	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	9.6	7.1	7.1	9.5	7.1	8.4	8.9	7.1	7.1	8.4	6.8	6.8
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lag	Lead	Lead	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Min	Min	None	Min	None	None	None	None	None	None	None
Act Effct Green (s)	10.7	22.7	22.7	16.7	28.6	55.4	25.6	20.2	20.2	28.1	22.5	22.5
Actuated g/C Ratio	0.09	0.19	0.19	0.14	0.24	0.46	0.21	0.17	0.17	0.23	0.19	0.19
v/c Ratio	0.57	0.78	0.18	0.75	0.66	0.42	0.34	0.79	0.65	0.83	0.72	0.67
Control Delay (s/veh)	63.5	56.8	0.8	71.6	46.4	7.2	46.7	68.4	18.9	55.1	59.2	13.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	63.5	56.8	0.8	71.6	46.4	7.2	46.7	68.4	18.9	55.1	59.2	13.0
LOS	E	E	A	E	D	A	D	E	B	E	E	B
Approach Delay (s/veh)		52.1			38.3			42.3			43.3	
Approach LOS		D			D			D			D	

Intersection Summary			
Area Type:	Other		
Cycle Length: 135			
Actuated Cycle Length: 120.5			
Natural Cycle: 95			
Control Type: Semi Act-Uncoord			
Maximum v/c Ratio: 0.83			
Intersection Signal Delay (s/veh): 43.5		Intersection LOS: D	
Intersection Capacity Utilization 77.3%		ICU Level of Service D	
Analysis Period (min) 15			
* User Entered Value			

Splits and Phases: 5: Belle Terre Blvd/Belle Terre Pkwy & SR-100



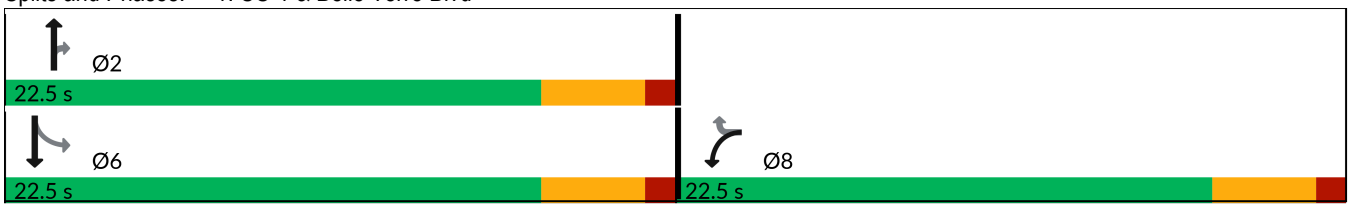


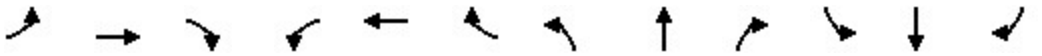
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	230	84	668	314	91	631
Future Volume (vph)	230	84	668	314	91	631
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	470		370	500	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	0.95	1.00	1.00	0.95
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	3539	1583	1770	3539
Flt Permitted	0.950				0.369	
Satd. Flow (perm)	1770	1583	3539	1583	687	3539
Right Turn on Red		Yes		Yes		
Satd. Flow (RTOR)		91		341		
Link Speed (mph)	50		60			60
Link Distance (ft)	1678		985			1023
Travel Time (s)	22.9		11.2			11.6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	250	91	726	341	99	686
Shared Lane Traffic (%)						
Lane Group Flow (vph)	250	91	726	341	99	686
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Number of Detectors	1	1	2	1	1	2
Detector Template	Left	Right	Thru	Right	Left	Thru
Leading Detector (ft)	20	20	100	20	20	100
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	20	6	20	20	6
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)			94			94
Detector 2 Size(ft)			6			6
Detector 2 Type			Cl+Ex			Cl+Ex
Detector 2 Channel						
Detector 2 Extend (s)			0.0			0.0
Turn Type	Prot	Perm	NA	Perm	Perm	NA
Protected Phases	8		2			6
Permitted Phases		8		2	6	

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Detector Phase	8	8	2	2	6	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Maximum Green (s)	18.0	18.0	18.0	18.0	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag						
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	None	Max	Max	Max	Max
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)	11.0	11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0
Act Effct Green (s)	10.5	10.5	22.0	22.0	22.0	22.0
Actuated g/C Ratio	0.27	0.27	0.57	0.57	0.57	0.57
v/c Ratio	0.52	0.18	0.36	0.32	0.25	0.34
Control Delay (s/veh)	15.4	4.0	7.2	2.2	9.4	7.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	15.4	4.0	7.2	2.2	9.4	7.1
LOS	B	A	A	A	A	A
Approach Delay (s/veh)	12.4		5.6			7.3
Approach LOS	B		A			A

Intersection Summary			
Area Type:	Other		
Cycle Length: 45			
Actuated Cycle Length: 38.3			
Natural Cycle: 45			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.52			
Intersection Signal Delay (s/veh): 7.3		Intersection LOS: A	
Intersection Capacity Utilization 47.5%		ICU Level of Service A	
Analysis Period (min) 15			

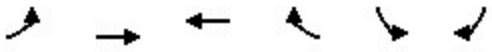
Splits and Phases: 1: US-1 & Belle Terre Blvd





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	106	342	12	27	269	73	7	0	25	54	0	77
Future Volume (vph)	106	342	12	27	269	73	7	0	25	54	0	77
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	175		0	0		100	0		0	0		0
Storage Lanes	1		0	0		1	0		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.995				0.850		0.896			0.850	
Flt Protected	0.950				0.996			0.989		0.950		
Satd. Flow (prot)	1770	1853	0	0	1855	1583	0	1651	0	1770	1583	0
Flt Permitted	0.950				0.996			0.989		0.950		
Satd. Flow (perm)	1770	1853	0	0	1855	1583	0	1651	0	1770	1583	0
Link Speed (mph)		50			50			30			30	
Link Distance (ft)		1094			1500			670			1099	
Travel Time (s)		14.9			20.5			15.2			25.0	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	115	372	13	29	292	79	8	0	27	59	0	84
Shared Lane Traffic (%)												
Lane Group Flow (vph)	115	385	0	0	321	79	0	35	0	59	84	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 54.0%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	9	419	356	28	28	17
Future Volume (vph)	9	419	356	28	28	17
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			350	0	0
Storage Lanes	1			1	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850	0.949	
Flt Protected	0.950				0.970	
Satd. Flow (prot)	1770	1863	1863	1583	1715	0
Flt Permitted	0.950				0.970	
Satd. Flow (perm)	1770	1863	1863	1583	1715	0
Link Speed (mph)		50	50		25	
Link Distance (ft)		1500	638		1324	
Travel Time (s)		20.5	8.7		36.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	10	455	387	30	30	18
Shared Lane Traffic (%)						
Lane Group Flow (vph)	10	455	387	30	48	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 32.1%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	58	61	377	75	96	381
Future Volume (vph)	58	61	377	75	96	381
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.931		0.977			
Flt Protected	0.976					0.990
Satd. Flow (prot)	1693	0	1820	0	0	1844
Flt Permitted	0.976					0.990
Satd. Flow (perm)	1693	0	1820	0	0	1844
Link Speed (mph)	30		50			50
Link Distance (ft)	1865		625			1004
Travel Time (s)	42.4		8.5			13.7
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	63	66	410	82	104	414
Shared Lane Traffic (%)						
Lane Group Flow (vph)	129	0	492	0	0	518
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free

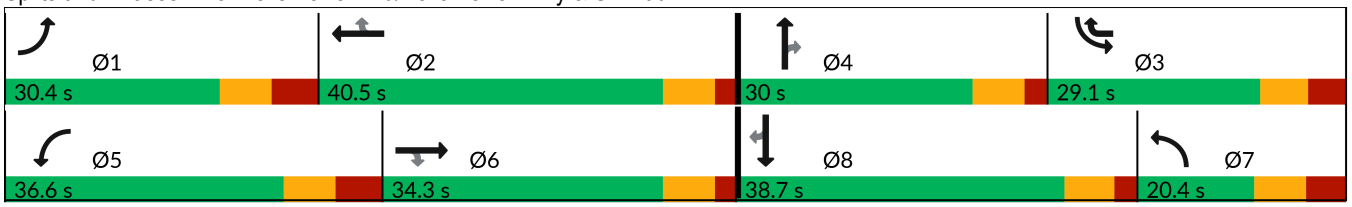
Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 66.7%		ICU Level of Service C	
Analysis Period (min) 15			

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	341	621	127	328	571	576	98	306	160	470	261	243
Future Volume (vph)	341	621	127	328	571	576	98	306	160	470	261	243
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500		530	530		530	330		230	350		0
Storage Lanes	2		1	1		1	1		1	2		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	0.97	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			247			*291			247			264
Link Speed (mph)		50			50			50			45	
Link Distance (ft)		1355			1417			1110			1491	
Travel Time (s)		18.5			19.3			15.1			22.6	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	371	675	138	357	621	626	107	333	174	511	284	264
Shared Lane Traffic (%)												
Lane Group Flow (vph)	371	675	138	357	621	626	107	333	174	511	284	264
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			24			24	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Prot	NA	Perm	Prot	NA	pm+ov	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	1	6		5	2	3	7	4		3	8	
Permitted Phases			6			2			4			8

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	1	6	6	5	2	3	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	14.6	26.0	26.0	14.5	26.0	13.7	13.9	26.0	26.0	13.7	26.0	26.0
Total Split (s)	30.4	34.3	34.3	36.6	40.5	29.1	20.4	30.0	30.0	29.1	38.7	38.7
Total Split (%)	23.4%	26.4%	26.4%	28.2%	31.2%	22.4%	15.7%	23.1%	23.1%	22.4%	29.8%	29.8%
Maximum Green (s)	20.8	27.2	27.2	27.1	33.4	20.7	11.5	22.9	22.9	20.7	31.9	31.9
Yellow Time (s)	5.1	5.1	5.1	5.1	5.1	4.8	5.1	5.1	5.1	4.8	4.8	4.8
All-Red Time (s)	4.5	2.0	2.0	4.4	2.0	3.6	3.8	2.0	2.0	3.6	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	9.6	7.1	7.1	9.5	7.1	8.4	8.9	7.1	7.1	8.4	6.8	6.8
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lag	Lead	Lead	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Min	Min	None	Min	None	None	None	None	None	None	None
Act Effct Green (s)	18.4	26.6	26.6	27.1	35.2	54.6	18.5	22.9	22.9	20.7	24.9	24.9
Actuated g/C Ratio	0.14	0.21	0.21	0.21	0.27	0.42	0.14	0.18	0.18	0.16	0.19	0.19
v/c Ratio	0.76	0.93	0.26	0.96	0.65	0.75	0.42	1.01	0.36	0.93	0.79	0.51
Control Delay (s/veh)	63.8	70.3	1.2	89.8	45.7	15.1	58.8	105.1	2.9	78.6	65.6	8.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	63.8	70.3	1.2	89.8	45.7	15.1	58.8	105.1	2.9	78.6	65.6	8.3
LOS	E	E	A	F	D	B	E	F	A	E	E	A
Approach Delay (s/veh)		60.2			43.6			68.1			57.6	
Approach LOS		E			D			E			E	

Intersection Summary			
Area Type:	Other		
Cycle Length: 130			
Actuated Cycle Length: 129.4			
Natural Cycle: 115			
Control Type: Semi Act-Uncoord			
Maximum v/c Ratio: 1.01			
Intersection Signal Delay (s/veh): 54.7		Intersection LOS: D	
Intersection Capacity Utilization 88.6%		ICU Level of Service E	
Analysis Period (min) 15			
* User Entered Value			

Splits and Phases: 5: Belle Terre Blvd/Belle Terre Pkwy & SR-100



Appendix M

(Signal Warrant Analysis)

Table M1

Magnolia Trace

Existing Traffic Counts

Date	BELLE TERRE BOULEVARD					BELLE TERRE BOULEVARD					KARAS TRAIL					FUTURE PROJECT DRIVEWAY				
10/14/2025	Eastbound					Westbound					Northbound					Southbound				
Time	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR
6:00 AM	0	0	86	0	0	0	0	134	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	0	0	130	1	0	0	6	259	0	0	0	9	0	21	0	0	0	0	0	0
8:00 AM	0	0	152	2	0	1	16	240	0	0	0	9	0	17	0	0	0	0	0	0
9:00 AM	0	0	120	0	0	0	0	164	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	0	0	144	0	0	0	0	154	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	0	0	163	0	0	0	0	147	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	178	0	0	0	0	191	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	0	0	148	0	0	0	0	160	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	0	0	173	0	0	0	0	192	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	0	0	258	0	0	0	0	216	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	0	0	245	8	0	0	22	139	0	0	0	9	0	16	0	0	0	0	0	0
5:00 PM	0	0	265	10	0	0	22	93	0	0	0	8	0	30	0	0	0	0	0	0
6:00 PM	0	0	178	0	0	0	0	71	0	0	0	0	0	0	0	0	0	0	0	0

Table M2

Magnolia Trace

Background Traffic (2031)

	BELLE TERRE BOULEVARD					BELLE TERRE BOULEVARD					KARAS TRAIL					FUTURE PROJECT DRIVEWAY				
	Eastbound					Westbound					Northbound					Southbound				
Time	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR
6:00 AM	0	0	164	0	0	0	0	164	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	0	0	159	1	0	0	6	317	0	0	0	9	0	21	0	0	0	0	0	0
8:00 AM	0	0	186	2	0	1	16	294	0	0	0	9	0	17	0	0	0	0	0	0
9:00 AM	0	0	201	0	0	0	0	201	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	0	0	189	0	0	0	0	189	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	0	0	180	0	0	0	0	180	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	218	0	0	0	0	234	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	0	0	181	0	0	0	0	196	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	0	0	212	0	0	0	0	235	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	0	0	316	0	0	0	0	264	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	0	0	300	8	0	0	22	170	0	0	0	9	0	16	0	0	0	0	0	0
5:00 PM	0	0	324	10	0	0	22	114	0	0	0	8	0	30	0	0	0	0	0	0
6:00 PM	0	0	218	0	0	0	0	87	0	0	0	0	0	0	0	0	0	0	0	0

GF	1.289

Table M3
Magnolia Trace
Development Schedule

Land Use	Ite Land Use Code	Quantity	Units	Buildout
Single-family Housing	210	135	DUs	2031
Multifamily Housing (Low Rise)	220	98	DUs	2031
Senior Adult Housing Single-Family	251	209	DUs	2031
Strip Retail Plaza <40KSF	822	35,000	SF	2031

Table M4
Magnolia Trace
Daily Trip Generation Estimates

Land Use	ITE Land Use Code	Sq. Ft. or Number of Units	Independent Variable (Units)	Estimation Method (Rate or Equation)	Net New External Trip Ends
Daily					
Single-family Housing	210	135	DUs	T = 8.07(X) + 265.45	1,262
Multifamily Housing (Low Rise)	220	98	DUs	T = 5.63(X) + 120.45	626
Senior Adult Housing Single-Family	251	209	DUs	Ln(T) = 0.80 Ln(X) + 2.71	1,005
Strip Retail Plaza <40KSF	822	35,000	SF	T = 42.20(X) + 229.68	922
Total					

Reference: ITE Trip Generation Manual, 12th Edition
ITE Trip Generation Handbook, 3rd Edition

Table M5
Magnolia Trace

Hourly Distribution	Total	Entering	Exiting
Total	1,262	631	631

Single-family Housing - Hourly Trip Generation Estimates

Time	BELLE TERRE BOULEVARD Eastbound					BELLE TERRE BOULEVARD Westbound					KARAS TRAIL Northbound					FUTURE PROJECT DRIVEWAY Southbound				
	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR
Distribution (%)		54.55%							36.36%								36.36%		54.55%	
6:00 AM	0	2	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	1	0
7:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
8:00 AM	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	1	0
9:00 AM	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	1	0
10:00 AM	0	2	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	4	0
11:00 AM	0	3	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2	0	8	0
12:00 PM	0	7	0	0	0	0	0	0	5	0	0	0	0	0	0	0	5	0	20	0
1:00 PM	0	14	0	0	0	0	0	0	9	0	0	0	0	0	0	0	9	0	32	0
2:00 PM	0	15	0	0	0	0	0	0	10	0	0	0	0	0	0	0	10	0	27	0
3:00 PM	0	14	0	0	0	0	0	0	10	0	0	0	0	0	0	0	10	0	21	0
4:00 PM	0	15	0	0	0	0	0	0	10	0	0	0	0	0	0	0	10	0	20	0
5:00 PM	0	17	0	0	0	0	0	0	11	0	0	0	0	0	0	0	11	0	18	0
6:00 PM	0	19	0	0	0	0	0	0	13	0	0	0	0	0	0	0	13	0	19	0

Land Use	Single-Family Detached Housing		
Setting	General Urban/Suburban		
Time Period	Weekday		
# Data Sites	20		
% of 24-Hour Vehicle Trips			
Time	Total	Entering	Exiting
6:00 - 7:00 AM	3.9%	0.6%	0.4%
7:00 - 8:00 AM	6.8%	0.2%	0.2%
8:00 - 9:00 AM	6.2%	0.2%	0.2%
9:00 - 10:00 AM	5.1%	0.3%	0.3%
10:00 - 11:00 AM	5.1%	0.6%	1.1%
11:00 - 12:00 PM	5.2%	0.8%	2.4%
12:00 - 1:00 PM	5.6%	2.2%	5.7%
1:00 - 2:00 PM	5.7%	4.1%	9.4%
2:00 - 3:00 PM	6.7%	4.5%	7.9%
3:00 - 4:00 PM	7.5%	4.2%	6.0%
4:00 - 5:00 PM	8.8%	4.4%	5.8%
5:00 - 6:00 PM	7.9%	5.0%	5.3%
6:00 - 7:00 PM	6.9%	5.6%	5.6%

Table M6
Magnolia Trace

Hourly Distribution	Total	Entering	Exiting
Total	626	313	313

Multifamily Housing (Low Rise) - Hourly Trip Generation Estimates

Time	BELLE TERRE BOULEVARD Eastbound					BELLE TERRE BOULEVARD Westbound					KARAS TRAIL Northbound					FUTURE PROJECT DRIVEWAY Southbound				
	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR
Distribution (%)		54.55%							36.36%								36.36%		54.55%	
6:00 AM	0	3	0	0	0	0	0	0	2	0	0	0	0	0	0	0	8	0	11	0
7:00 AM	0	4	0	0	0	0	0	0	3	0	0	0	0	0	0	0	12	0	18	0
8:00 AM	0	6	0	0	0	0	0	0	4	0	0	0	0	0	0	0	10	0	15	0
9:00 AM	0	5	0	0	0	0	0	0	3	0	0	0	0	0	0	0	6	0	9	0
10:00 AM	0	5	0	0	0	0	0	0	3	0	0	0	0	0	0	0	6	0	8	0
11:00 AM	0	8	0	0	0	0	0	0	5	0	0	0	0	0	0	0	5	0	8	0
12:00 PM	0	9	0	0	0	0	0	0	6	0	0	0	0	0	0	0	6	0	8	0
1:00 PM	0	8	0	0	0	0	0	0	5	0	0	0	0	0	0	0	5	0	8	0
2:00 PM	0	10	0	0	0	0	0	0	7	0	0	0	0	0	0	0	6	0	9	0
3:00 PM	0	12	0	0	0	0	0	0	8	0	0	0	0	0	0	0	6	0	9	0
4:00 PM	0	17	0	0	0	0	0	0	12	0	0	0	0	0	0	0	6	0	10	0
5:00 PM	0	19	0	0	0	0	0	0	13	0	0	0	0	0	0	0	9	0	13	0
6:00 PM	0	17	0	0	0	0	0	0	11	0	0	0	0	0	0	0	7	0	11	0

Land Use	Multifamily Housing (Low-Rise) - Not Close to Rail		
Setting	General Urban/Suburban		
Time Period	Weekday		
# Data Sites	8		
% of 24-Hour Vehicle Trips			
Time	Total	Entering	Exiting
6:00 - 7:00 AM	4.2%	1.6%	6.7%
7:00 - 8:00 AM	6.6%	2.4%	10.7%
8:00 - 9:00 AM	6.0%	3.4%	8.6%
9:00 - 10:00 AM	4.1%	2.9%	5.3%
10:00 - 11:00 AM	3.9%	2.9%	5.0%
11:00 - 12:00 PM	4.6%	4.6%	4.7%
12:00 - 1:00 PM	5.0%	5.0%	4.9%
1:00 - 2:00 PM	4.6%	4.4%	4.8%
2:00 - 3:00 PM	5.5%	5.9%	5.0%
3:00 - 4:00 PM	6.2%	7.0%	5.3%
4:00 - 5:00 PM	7.9%	10.1%	5.7%
5:00 - 6:00 PM	9.5%	11.3%	7.7%
6:00 - 7:00 PM	8.2%	9.9%	6.6%

Table M7
Magnolia Trace

Hourly Distribution	Total	Entering	Exiting
Total	1,005	503	503

Senior Adult Housing Single-Family - Hourly Trip Generation Estimates

Time	BELLE TERRE BOULEVARD Eastbound					BELLE TERRE BOULEVARD Westbound					KARAS TRAIL Northbound					FUTURE PROJECT DRIVEWAY Southbound				
	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR
Distribution (%)		54.55%							36.36%								36.36%		54.55%	
6:00 AM	0	3	0	0	0	0	0	0	2	0	0	0	0	0	0	0	6	0	10	0
7:00 AM	0	8	0	0	0	0	0	0	5	0	0	0	0	0	0	0	13	0	19	0
8:00 AM	0	11	0	0	0	0	0	0	7	0	0	0	0	0	0	0	15	0	23	0
9:00 AM	0	14	0	0	0	0	0	0	10	0	0	0	0	0	0	0	16	0	24	0
10:00 AM	0	17	0	0	0	0	0	0	11	0	0	0	0	0	0	0	16	0	24	0
11:00 AM	0	21	0	0	0	0	0	0	14	0	0	0	0	0	0	0	15	0	23	0
12:00 PM	0	23	0	0	0	0	0	0	15	0	0	0	0	0	0	0	15	0	23	0
1:00 PM	0	22	0	0	0	0	0	0	14	0	0	0	0	0	0	0	14	0	21	0
2:00 PM	0	23	0	0	0	0	0	0	15	0	0	0	0	0	0	0	13	0	20	0
3:00 PM	0	25	0	0	0	0	0	0	17	0	0	0	0	0	0	0	12	0	18	0
4:00 PM	0	25	0	0	0	0	0	0	17	0	0	0	0	0	0	0	11	0	17	0
5:00 PM	0	24	0	0	0	0	0	0	16	0	0	0	0	0	0	0	11	0	16	0
6:00 PM	0	19	0	0	0	0	0	0	13	0	0	0	0	0	0	0	9	0	13	0

Land Use	Senior Adult Housing - Single-Family		
Setting	General Urban/Suburban		
Time Period	Weekday		
# Data Sites	11		
% of 24-Hour Vehicle Trips			
Time	Total	Entering	Exiting
6:00 - 7:00 AM	2.3%	1.1%	3.5%
7:00 - 8:00 AM	4.9%	2.7%	7.1%
8:00 - 9:00 AM	6.2%	4.1%	8.3%
9:00 - 10:00 AM	7.0%	5.2%	8.9%
10:00 - 11:00 AM	7.4%	6.2%	8.6%
11:00 - 12:00 PM	8.0%	7.6%	8.5%
12:00 - 1:00 PM	8.4%	8.4%	8.3%
1:00 - 2:00 PM	7.8%	7.9%	7.7%
2:00 - 3:00 PM	7.8%	8.3%	7.2%
3:00 - 4:00 PM	7.9%	9.1%	6.7%
4:00 - 5:00 PM	7.7%	9.3%	6.1%
5:00 - 6:00 PM	7.3%	8.8%	5.8%
6:00 - 7:00 PM	5.9%	6.9%	4.9%

Table M8
Magnolia Trace

Hourly Distribution	Total	Entering	Exiting
Total	922	461	461

Strip Retail Plaza <40KSF - Hourly Trip Generation Estimates

Time	BELLE TERRE BOULEVARD Eastbound					BELLE TERRE BOULEVARD Westbound					KARAS TRAIL Northbound					FUTURE PROJECT DRIVEWAY Southbound				
	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR
Distribution (%)		54.55%							36.36%								36.36%		54.55%	
6:00 AM	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0
7:00 AM	0	8	0	0	0	0	0	0	5	0	0	0	0	0	0	0	5	0	8	0
8:00 AM	0	8	0	0	0	0	0	0	5	0	0	0	0	0	0	0	5	0	8	0
9:00 AM	0	9	0	0	0	0	0	0	6	0	0	0	0	0	0	0	6	0	9	0
10:00 AM	0	8	0	0	0	0	0	0	5	0	0	0	0	0	0	0	5	0	8	0
11:00 AM	0	9	0	0	0	0	0	0	6	0	0	0	0	0	0	0	6	0	9	0
12:00 PM	0	11	0	0	0	0	0	0	7	0	0	0	0	0	0	0	7	0	11	0
1:00 PM	0	8	0	0	0	0	0	0	5	0	0	0	0	0	0	0	5	0	8	0
2:00 PM	0	9	0	0	0	0	0	0	6	0	0	0	0	0	0	0	6	0	9	0
3:00 PM	0	11	0	0	0	0	0	0	8	0	0	0	0	0	0	0	8	0	11	0
4:00 PM	0	9	0	0	0	0	0	0	6	0	0	0	0	0	0	0	6	0	9	0
5:00 PM	0	9	0	0	0	0	0	0	6	0	0	0	0	0	0	0	6	0	9	0
6:00 PM	0	5	0	0	0	0	0	0	3	0	0	0	0	0	0	0	3	0	5	0

Land Use	Strip Retail Plaza		
Setting	General Urban/Suburban		
Time Period	Weekday		
# Data Sites	2		
% of 24-Hour Vehicle Trips			
Time	Total	Entering	Exiting
6:00 - 7:00 AM	0.5%	0.3%	0.2%
7:00 - 8:00 AM	6.5%	3.3%	3.2%
8:00 - 9:00 AM	6.2%	3.1%	3.1%
9:00 - 10:00 AM	7.2%	3.6%	3.6%
10:00 - 11:00 AM	6.0%	3.1%	3.0%
11:00 - 12:00 PM	7.3%	3.7%	3.6%
12:00 - 1:00 PM	8.7%	4.4%	4.3%
1:00 - 2:00 PM	6.2%	3.1%	3.1%
2:00 - 3:00 PM	7.1%	3.6%	3.5%
3:00 - 4:00 PM	9.0%	4.5%	4.5%
4:00 - 5:00 PM	7.4%	3.7%	3.7%
5:00 - 6:00 PM	6.8%	3.4%	3.4%
6:00 - 7:00 PM	3.8%	1.9%	1.9%

Table M9

Magnolia Trace

Total Traffic Estimates (2031)

	BELLE TERRE BOULEVARD					BELLE TERRE BOULEVARD					KARAS TRAIL					FUTURE PROJECT DRIVEWAY				
	Eastbound					Westbound					Northbound					Southbound				
Time	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR
6:00 AM	0	9	164	0	0	0	0	164	6	0	0	0	0	0	0	0	15	0	23	0
7:00 AM	0	21	159	1	0	0	6	317	13	0	0	9	0	21	0	0	30	0	46	0
8:00 AM	0	26	186	2	0	1	16	294	17	0	0	9	0	17	0	0	31	0	47	0
9:00 AM	0	29	201	0	0	0	0	201	20	0	0	0	0	0	0	0	29	0	43	0
10:00 AM	0	32	189	0	0	0	0	189	20	0	0	0	0	0	0	0	28	0	44	0
11:00 AM	0	41	180	0	0	0	0	180	27	0	0	0	0	0	0	0	28	0	48	0
12:00 PM	0	50	218	0	0	0	0	234	33	0	0	0	0	0	0	0	33	0	62	0
1:00 PM	0	52	181	0	0	0	0	196	33	0	0	0	0	0	0	0	33	0	69	0
2:00 PM	0	57	212	0	0	0	0	235	38	0	0	0	0	0	0	0	35	0	65	0
3:00 PM	0	62	316	0	0	0	0	264	43	0	0	0	0	0	0	0	36	0	59	0
4:00 PM	0	66	300	8	0	0	22	170	45	0	0	9	0	16	0	0	33	0	56	0
5:00 PM	0	69	324	10	0	0	22	114	46	0	0	8	0	30	0	0	37	0	56	0
6:00 PM	0	60	218	0	0	0	0	87	40	0	0	0	0	0	0	0	32	0	48	0

Table M10
Magnolia Trace
Belle Terre Blvd & Karas Trl - 13-Hour Volume Summary

Hour	Buildout (2031)	
	Future Project Driveway (WB + EB Total)	Future Project Drivway (SB Total)
6:00:00 AM	343	38
7:00:00 AM	517	76
8:00:00 AM	542	78
9:00:00 AM	451	72
10:00:00 AM	430	72
11:00:00 AM	428	76
12:00:00 PM	535	95
1:00:00 PM	462	102
2:00:00 PM	542	100
3:00:00 PM	685	95
4:00:00 PM	611	89
5:00:00 PM	585	93
6:00:00 PM	405	80

TSWA - Buildout (2031)

Introduction

- The Signal Warrant Analysis Spreadsheets are a tool for assisting traffic engineers when evaluating the need for a traffic signal installation
- The filled spreadsheets can be used as part of the supporting documents for the signal warrant evaluation

Note: This templates are a useful resource, but it remains necessary to apply engineering judgment and to consider specific environmental, traffic, geometric, and operational conditions

Instructions

Fill in "Orange" areas only	
Automated cells based on in Input Data in "orange" cells	
General Information	Fill in below the general information including: District, County (drop-down menu) City, Engineer, Date Major and Minor Street with corresponding number of lanes and speed limits
Enter Eight Hour Volumes	Any 8 hours of an average day. Major-street and minor-street volumes shall be for the same 8 hours; however, the 8 hours satisfied in Condition A shall **not** be required to be the same 8 hours satisfied in Condition B **for 80% columns only.** On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.
Enter Four Hour Volumes	Any 4 hours of an average day. Vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only, not required to be on the same approach during each of the 4 hours)
Enter Pedestrian Volumes (4-hr)	Pedestrians per hour crossing the major street (t The volume requirement of warrant 2 is satisfied in the existing condition.
Enter Peak Hour Volumes	Vehicular: Any four consecutive 15-minute periods of an average day Pedestrian: Any four consecutive 15-minute periods of an average day representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings)

Input Data

Form 750-020-01
TRAFFIC ENGINEERING
February 2015

City:	**Palm Coast**				
County:	**73 – Flagler**	Engineer:	**Clayton Moore**		
District:	**Five**	Date:	**April 27, 2026**		
Major Street:	**Belle Terre Blvd**	# Lanes:	**2**	Major Approach Speed:	**50**
Minor Street:	**Karas Trail/ Project Drivway**	# Lanes:	**2**	Minor Approach Speed:	**30**

Eight Hour Volumes (Condition A)

Hours	Major Street (total of both approaches)	Minor Street (one direction only)
7:00 AM	517	76
8:00 AM	542	78
12:00 PM	535	95
1:00 PM	462	102
2:00 PM	542	100
3:00 PM	685	95
4:00 PM	611	89
5:00 PM	585	93

Eight Hour Volumes (Condition B)

Hours	Major Street (total of both approaches)	Minor Street (one direction only)
7:00 AM	517	76
8:00 AM	542	78
12:00 PM	535	95
1:00 PM	462	102
2:00 PM	542	100
3:00 PM	685	95
4:00 PM	611	89
5:00 PM	585	93

Highest Four Hour Vehicular Volumes

Hours	Major Street (total of both approaches)	Minor Street (one direction only)
2:00 PM	542	100
3:00 PM	685	95
4:00 PM	611	89
5:00 PM	585	93

Highest Four Hour Pedestrian Volumes

Hours	Major Street (total of both approaches)	Pedestrian Crossings on Major Street

Vehicular Peak Hour Volumes

Peak Hour	Major Street (total of both approaches)	Minor Street (one direction only)	Total Entering Volume
2:00 PM	542	100	642

Pedestrian Peak Hour Volumes

Peak Hour	Major Street (total of both approaches)	Pedestrian Crossing Volumes on Major Street

State of Florida Department of Transportation

TSWA - Buildout (2031)

City:	**Palm Coast**	Engineer:	**Clayton Moore**
County:	**73 – Flagler**	Date:	**April 27, 2026**
District:	**Five**		

Major Street:	**Belle Terre Blvd**	Lanes:	**2**	Major Approach Speed:	**50**
Minor Street:	**Karas Trail/ Project Drivway**	Lanes:	**2**	Minor Approach Speed:	**30**

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ 70% ☐ 100%

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

Warrant 1 is satisfied if Condition A or Condition B is "100%" satisfied for eight hours. ☐ Yes ☑ No

Warrant 1 is also satisfied if both Condition A and Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems). ☐ Yes ☑ No

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

100% Satisfied: ☐ Yes ☑ No
80% Satisfied: ☐ Yes ☑ No
70% Satisfied: ☐ Yes ☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	**Minor**	**100%[a]**	**80%[b]**	**70%[c]**	**100%[a]**	**80%[b]**	**70%[c]**
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

[a] Basic Minimum hourly volume
[b] Used for combination of Conditions A and B after adequate trial of other remedial measures
[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours							
	7:00 AM	**8:00 AM**	**12:00 PM**	**1:00 PM**	**2:00 PM**	**3:00 PM**	**4:00 PM**	**5:00 PM**
Major	517	542	535	462	542	685	611	585
Minor	76	78	95	102	100	95	89	93

State of Florida Department of Transportation

TSWA - Buildout (2031)

Condition B - Interruption of Continuous Traffic

Condition B is intended for application where Condition A is not satisfied and the traffic volume on a major street is so heavy that traffic on the minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

Applicable:	☑ Yes	☐ No
100% Satisfied:	☐ Yes	☑ No
80% Satisfied:	☐ Yes	☑ No
70% Satisfied:	☐ Yes	☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	**Minor**	**100%[a]**	**80%[b]**	**70%[c]**	**100%[a]**	**80%[b]**	**70%[c]**
1	1	750	600	525	75	60	53
2 or more	1	900	720	630	75	60	53
2 or more	2 or more	900	720	630	100	80	70
1	2 or more	750	600	525	100	80	70

[a] Basic Minimum hourly volume

[b] Used for combination of Conditions A and B after adequate trial of other remedial measures

[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Eight Highest Hours								
Street	**7:00 AM**	**8:00 AM**	**12:00 PM**	**1:00 PM**	**2:00 PM**	**3:00 PM**	**4:00 PM**	**5:00 PM**
Major	517	542	535	462	542	685	611	585
Minor	76	78	95	102	100	95	89	93

State of Florida Department of Transportation

TSWA - Buildout (2031)

City:	Palm Coast	Engineer:	Clayton Moore
County:	73 - Flagler	Date:	April 27, 2026
District:	Five		

Major Street:	Belle Terre Blvd	Lanes:	2	Major Approach Speed:	50
Minor Street:	Karas Trail/ Project Drivway	Lanes:	2	Minor Approach Speed:	30

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? ☐ Yes ☑ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☐ Yes ☑ No

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

If all four points lie above the appropriate line, then the warrant is satisfied.

Applicable: ☑ Yes ☐ No

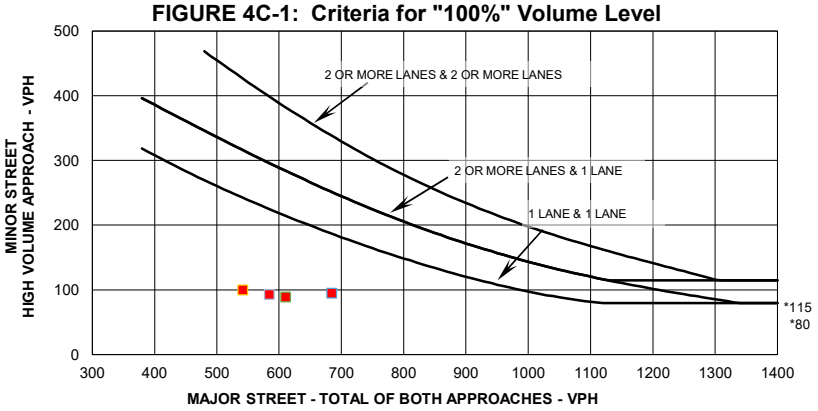
Satisfied: ☐ Yes ☑ No

100% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
2:00 PM	542	100
3:00 PM	685	95
4:00 PM	611	89
5:00 PM	585	93

Plot four volume combinations on the applicable figure below.

FIGURE 4C-1: Criteria for "100%" Volume Level



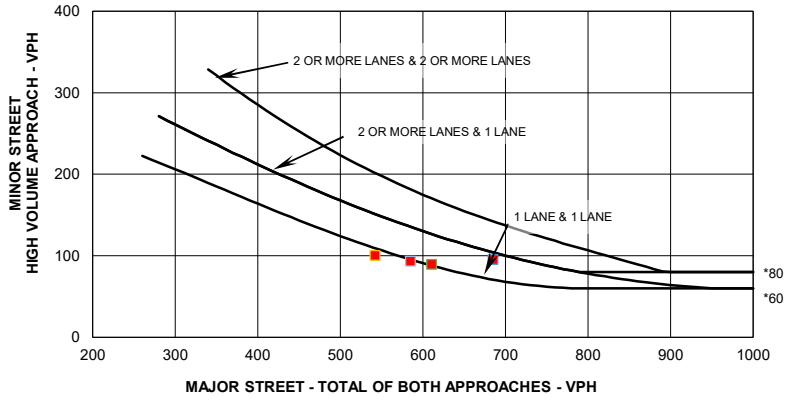
** Note: 115 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 80 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

70% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
2:00 PM	542	100
3:00 PM	685	95
4:00 PM	611	89
5:00 PM	585	93

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



** Note: 80 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 60 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

State of Florida Department of Transportation

TSWA - Buildout (2031)

City:	**Palm Coast**	Engineer:	**Clayton Moore**
County:	**73 – Flagler**	Date:	**April 27, 2026**
District:	**Five**		

Major Street:	**Belle Terre Blvd**	Lanes:	**2**	Major Approach Speed:	**50**
Minor Street:	**Karas Trail/ Project Drivway**	Lanes:	**2**	Minor Approach Speed:	**30**

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

CONCLUSIONS

Remarks: **None of the vehicular traffic signal warrants are met.**

WARRANTS SATISFIED:

☐	Warrant 1	☐	Not Applicable
☐	Warrant 2	☐	Not Applicable
☐	Warrant 3	☑	Not Applicable
☐	Warrant 4	☑	Not Applicable
☐	Warrant 5	☑	Not Applicable
☐	Warrant 6	☑	Not Applicable
☐	Warrant 7	☑	Not Applicable
☐	Warrant 8	☑	Not Applicable
☐	Warrant 9	☑	Not Applicable

Appendix N

(COPC Turn Lane Guidelines November 2020)

Palm Coast Draft Turn Lane Technical Guidelines on November 10, 2020

Attachment 4A

The purpose of this document is to assist the City and design professionals regarding turn lane design as part of a development for a property accessing a City street. It determines:

a) when a turn lane is required to be built as a condition of access to the City street, and
b) the required dimensions of the turn lane.

These guidelines provide guidance for developers on what to expect for design and construction requirements on a roadway connecting to their driveway (entrance) when developing a property.

Turn lanes for left-turning and right-turning traffic are desirable for the safe execution of speed change maneuvers. Turn lanes also allow for the storage and protection of left-turning or right-turning vehicles while allowing through traffic to pass safely with minimal induced delay.

Deceleration lanes shall be provided at all intersection and/or access points adjacent to the project on all City-maintained and privately-maintained roadways as required by these guidelines. (Turn lanes along Flagler County owned roadways will be determined by Flagler County after receiving input from the City.) However, these guidelines shall not be construed in any manner to allow a left-turn lane and/or a right-turn lane into a project where such turning movement is not approved by the City.

All table values referenced in this document presume design of a single turn lane. The City will use the latest edition of the Florida Department of Transportation's (FDOT's) publication: "Standard Plans and Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways" (commonly referred to as the "Florida Greenbook") as a design reference. The City will be the sole judge, when backed by engineering analysis, to define whether a multi-lane turn lane design is adequate in dimension.

Turn Volume Thresholds that Require the Addition of a Dedicated Left Turn Lane from the City Street

A left turn lane shall be provided at each access driveway of the project when a Left-Turning Vehicle (LTV) count during a Peak Hour (Weekday AM, Weekday PM, Weekend Mid-Day) from the City roadway entering that driveway meets or exceeds the criteria below. The roadway column in the table below shall be utilized for the type and volume of traffic on the roadway from where the turn would originate and shall be based on the Average Annual Daily Traffic (AADT) from the City's bi-annual traffic counts and projected forward including background traffic from other projects, as determined by the City, until the time when the project and its driveway are reasonably expected to finish construction and be open.

Left Turn Lane Thresholds

Posted Speed Limit	2 Lane Roadways AADT of 5,000 or less	2 Lane Roadways AADT over 5,000	4+ Lane Roadways AADT of 10,000 or less	4+ Lane Roadways AADT over 10,000
Up to 25 mph	40 LTV/Peak Hour	35 LTV/Peak Hour	50 LTV/Peak Hour	40 LTV/Peak Hour
30 - 35 mph	30 LTV/Peak Hour	25 LTV/Peak Hour	35 LTV/Peak Hour	25 LTV/Peak Hour
40 + mph	20 LTV/Peak Hour	15 LTV/Peak Hour	25 LTV/Peak Hour	20 LTV/Peak Hour

Turn Volume Thresholds that Require the Addition of a Dedicated Right Turn Lane from the City Street

A right turn lane shall be provided at each access driveway of the project when a Right-Turning Vehicle (RTV) count during a Peak Hour (Weekday AM, Weekday PM, Weekend Mid-Day) from the City roadway entering that driveway meets or exceeds the criteria below. The roadway column in the table below shall be utilized for the type and volume of traffic on the roadway from where the turn would originate and shall

be based on the AADT from the City's bi-annual traffic counts and projected forward including background traffic from other projects, as determined by the City, until the time when the project and its driveway are reasonably expected to finish construction and be open.

Right Turn Lane Thresholds

Posted Speed	2 Lane Roadways	2 Lane Roadways	4+ Lane Roadways	4+ Lane Roadways
Limit	AADT of 5,000 or less	AADT over 5,000	AADT of 10,000 or less	AADT over 10,000
Up to 25 mph	175 RTV/Peak Hour	150 RTV/Peak Hour	155 RTV/Peak Hour	120 RTV/Peak Hour
30 - 35 mph	120 RTV/Peak Hour	100 RTV/Peak Hour	100 RTV/Peak Hour	70 RTV/Peak Hour
40 + mph	70 RTV/Peak Hour	60 RTV/Peak Hour	60 RTV/Peak Hour	40 RTV/Peak Hour

Other Criteria

When a project's driveway meets at least 75% of the above thresholds for Peak Hour (Weekday AM, Weekday PM or Weekend Mid-Day) left or right turns and at least one of the following criteria is also present, the City, in its sole judgment, may require the developer to provide the turn lane.

1. Sight distance is limited due to curves or hills or other unalterable object.
2. The intersection or driveway is just after a signalized intersection where acceleration or driver expectancy would make a separate right turn desirable (this would also be the case downstream soon after a dual left-turn lane onto a four-lane roadway).
3. At least 50% higher than normal crash experience (or 33% above normal rear-end collisions) or the City has determined that this roadway section has a Level of Service (LOS) of D or lower.
4. Severe skewed angle of the intersection so that right-turn traffic has to slow more than would be expected for a 90-degree turn.
5. The turn-lane into the project occurs at an existing or proposed signalized intersection where adequate right-of-way exists or is available from the development.

Construction Timing

Turn lanes shall be constructed with the infrastructure and prior to the vertical construction of any buildings unless the City allows some of the vertical building construction prior to completion of the turn lanes. When a project is phased, the turn lanes shall be constructed with the earliest phase that the turn lane meets at least 50% of the criteria for requiring the turn lane.

Turn Lane Design Standards

A turn lane shall consist of the following components: A taper and a full width lane length of a turn lane. The total length of the turn lane shall be the taper length plus the full width lane length.

A taper shall be the longitudinal length of a development of a lane from zero width to full width. Find the length of taper required in the tables below (See Sections *Left turn Lane Table* and *Right Turn Lane Table*).

Turn lane widths shall be a minimum of 11 feet on roadways where the posted speed is 40 mph or less (see exceptions in next sentence).

Turn lane widths, when turn lanes are required, shall be a minimum of 12 feet on roadways where at least one condition below is present:

1. Where the posted speed is 45 mph or greater.
2. With more than two lanes of opposing traffic.
3. With medians at least 16 feet wide separating opposing traffic lanes.

Turn lane length shall be measured along the lane segment constructed at full lane width. The required turn lane length of right turn lanes and left turn lanes exiting the City street shall be determined by choosing the greater of:

1. The minimum full width turn lane length. The minimum full width turn lane length shall be 75 feet.
2. The calculation of full width turn lane length based on conditions in the following tables. Total required full width turn lane length shall be the sum of the deceleration length dimension (See Left Turn Lane Table; See Right Turn Lane Table) plus the storage length dimension (see Storage Length Dimension Table - SLDT).

Shorter turn lanes will not be allowed except under special circumstances as approved by the City.

Storage Length Dimension Table For Unsignalized Intersections*

Largest Peak Hour Volume in Vehicles Per Hour (vph)	Storage Length (feet)*
Up to 25	30
26 to 50	50
51 to 75	75
76 to 100	100
Every additional increment, or partial increment, of 50 vph	75

**Per FDOT Greenbook*

Dimensions in the SLDT presume the traffic in the turn lane consists of less than 5% heavy vehicles (where a heavy vehicle is any vehicle longer than 34 feet including a trailer). If heavy vehicle percentage will be between 5% and 20% of turning vehicles, increase storage length by 20%. If heavy vehicle percentage will be greater than 20% of turning vehicles, increase storage length by 100%.

Left Turn Lane Length

The requirements for lengths of tapers, deceleration and storage for left turn lanes are based on the speed limit of the road and are shown in the following table:

Left Turn Lane Table For Unsignalized Intersections*

Posted Speed Limit Of Roadway (mph)	Length of Taper (feet)	Length of Deceleration (feet)	Length of Storage (feet)*
Up to 25	50	0	100% of SLDT Value
30	75	0	100% of SLDT Value
35	75	75	100% of SLDT Value
40	90	75	100% of SLDT Value
45	100	100	100% of SLDT Value
50	100	135	100% of SLDT Value

**For 2 Lane Roadways less than 5,000 ADT and for 4-Lane Roadways less than 10,000 ADT, reduce the 100% qualification to 70%.Per FDOT Greenbook*

Total required full width turn lane length shall be the sum of the deceleration length dimension plus the storage length dimension. The taper is not considered part of the full width turn lane length.

Right Turn Lane Length

The requirements for lengths of tapers, deceleration and storage for right turn lanes are based on the speed limit of the road and are shown in the following table:

Right Turn Lane Table For Unsignalized Intersections*

Posted Speed Limit Of Roadway (mph)	Length of Taper (feet)	Length of Deceleration (feet)	Length of Storage (feet) Stop Condition	Length of Storage (feet) Free Flow
Up to 25	50	0	50% of SLDT Value	0
30	75	0	50% of SLDT Value	0
35	100	75	50% of SLDT Value	25% of SLDT Value
40	100	75	60% of SLDT Value	30% of SLDT Value
45	100	100	75% of SLDT Value	35% of SLDT Value
50 +	100	135	80% of SLDT Value	45% of SLDT Value

**Per FDOT Greenbook*

Total required full width turn lane length shall be the sum of the deceleration length dimension plus the storage length dimension. The taper is not considered part of the full width turn lane length. Right turn lane lengths at traffic signal controlled intersections shall be based on queue lengths determined through an engineering traffic study.

Deviations

The City may grant a deviation from these guidelines in part or in whole after determining that any of the following conditions make compliance infeasible:

1. Right-of-way constraints do not permit the installation of the turn lane or to its full dimensions. This does not include cases where the developer is unwilling to provide the developer's own property from the development under consideration for additional right-of-way to construct or compensate for the turn lane.
2. Existing topographic or roadway geometric features would cause construction of the turn lane to be prohibitively expensive if constructed to standards.
3. Unusual roadway features would cause a turn lane to be detrimental to the health, safety and general welfare of the public. This could include a case where a right-turn lane could negatively impact bicyclists or pedestrians.
4. Such turn lane or in its full dimension would require removal of a specimen or historic tree as described in Section 11.02.04.A of the Land Development Code or significantly impact a high quality wetland.

Calculation Examples

Example 1

A 30 mph 2 lane 2-way road. AADT of 4,000. Heavy Truck percentage into property: 15%. Largest Peak Hour projected left turns: 32 vph. Largest Peak Hour Projected Right Turns 62 vph.

Compare to Turn Volumes Threshold Tables

Is Left Turn lane required? 32 vph > 30 LTV threshold Yes. Left turn lane is required.

Is Right Turn lane required? 62 vph < 120 RTV threshold. No. Right turn lane is not required.

Calculate Left turn Length

See Left Turn Lane Table

For 30 mph,

Taper = 75 feet

Deceleration Length = 0 feet

SLDT for 32 vph = 50 feet

Truck factor for 5 to 20% trucks = 1.2

Full width length = 0 + (1.2 * 50) = 60 feet round up to nearest 10 feet → 60 feet

Final answer: Left turn lane length = 50 foot taper plus 60 feet full width lane = 110 feet.

Full width lane = 11 feet for 30 mph road with no special conditions.

Note: The transition from the typical two-lane width to the beginning of taper is covered in the FDOT Greenbook, which is referenced as the design guidelines for the transition.

Example 2

A 45 mph 4 lane road with divided median. AADT of 12,800. Heavy Truck percentage into property: 2 to 4%. Largest Peak Hour projected Left turns: 44 vph. Largest Peak Hour Projected Right Turns 164 vph.

Compare to Turn Volumes Threshold Tables

Is Left Turn lane required? 44 vph > 20 LTV threshold Yes. Left turn lane is required.

Is Right Turn lane required? 164 vph > 40 RTV threshold Yes. Right turn lane is required.

Calculate Left turn Length

See Left Turn Lane Table

For 45 mph

Taper = 100 feet

Deceleration Length = 100 feet (deceleration occurs in taper)

SLDT for 44 vph = 50 feet

Truck factor for 2-4% trucks = 1.0

Full width length = 100 + (1.0 * 50) = 150 feet round up to nearest 10 feet → 150 feet

Final answer: Left turn lane length = 100 foot taper plus 150 feet full width lane = 250 feet.

Full width lane = 12 feet for 45 mph road

Calculate Right Turn Length

See Right Turn Lane Table

For 45 mph

Taper = 100 feet

Deceleration Length = 100 feet (deceleration occurs in taper)

SLDT for 164 vph = 100 feet plus two units of 50 vph = 100 + (2.0*75) = 250 feet

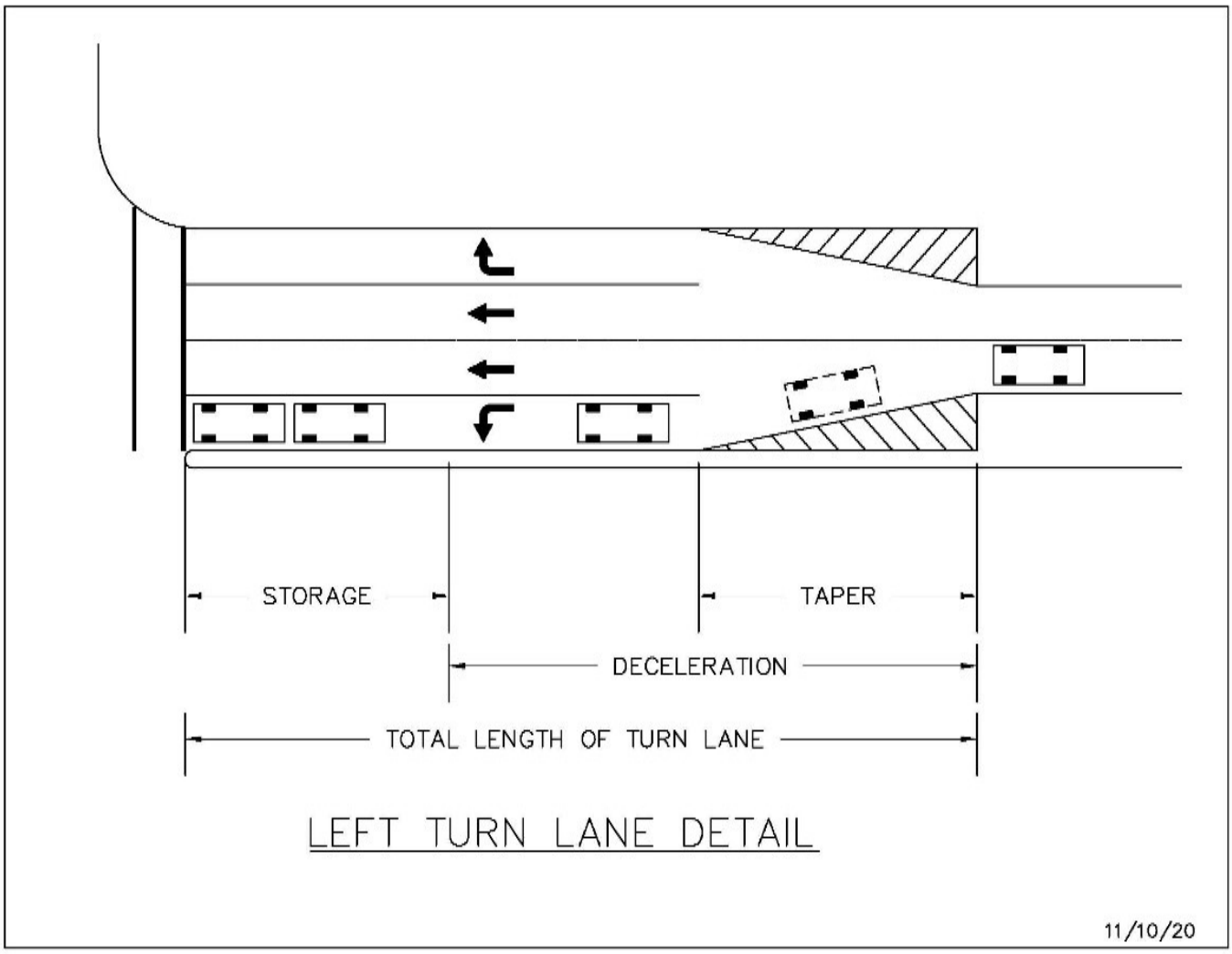
Truck factor for 2-4% trucks = 1.0

Full width length = 100 + (1.0 *((0.75) * 250)) = 100 + 187.5 feet = 287.5 feet round up to nearest 10 feet -> 290 feet

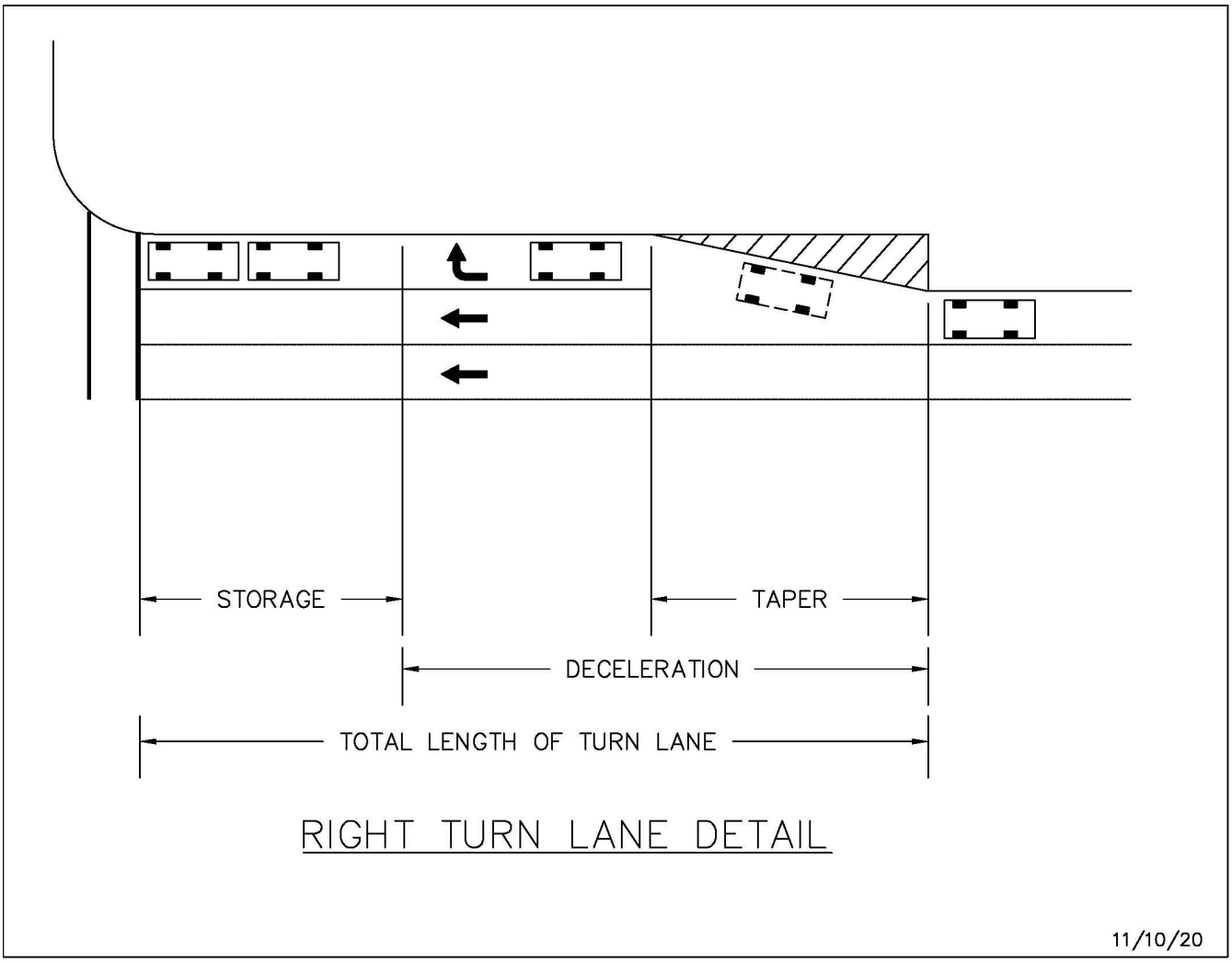
Final answer: Right turn lane length = 100 foot taper plus 290 feet full width lane = 390 feet.

Full width lane = 12 feet for 45 mph road.

Left Turn Lane Detail



Right Turn Lane Detail

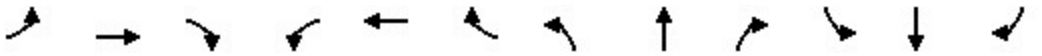


Magnolia Trace
Belle Terre Blvd and West Entrance
Intersection Analysis

Control Type	Level of Service	
	AM	PM
Traditional Signal	B	B
Roundabout	A	A

HCM 7th Signalized Intersection Summary
2: Karas Trail/Proposed Project Access & Belle Terre Blvd

06/24/2026



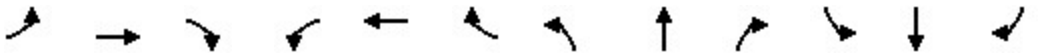
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	62	215	1	9	324	43	11	0	24	72	0	105
Future Volume (veh/h)	62	215	1	9	324	43	11	0	24	72	0	105
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	67	234	0	10	352	23	12	0	13	78	0	57
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	541	834	0	652	871	738	109	10	45	341	0	310
Arrive On Green	0.05	0.45	0.00	0.07	0.47	0.47	0.06	0.00	0.06	0.06	0.00	0.20
Sat Flow, veh/h	1781	1870	0	1781	1870	1585	556	169	786	1781	0	1585
Grp Volume(v), veh/h	67	234	0	10	352	23	25	0	0	78	0	57
Grp Sat Flow(s),veh/h/ln	1781	1870	0	1781	1870	1585	1512	0	0	1781	0	1585
Q Serve(g_s), s	1.4	5.5	0.0	0.2	8.6	0.5	0.2	0.0	0.0	2.7	0.0	2.1
Cycle Q Clear(g_c), s	1.4	5.5	0.0	0.2	8.6	0.5	1.0	0.0	0.0	2.7	0.0	2.1
Prop In Lane	1.00		0.00	1.00		1.00	0.48		0.52	1.00		1.00
Lane Grp Cap(c), veh/h	541	834	0	652	871	738	163	0	0	341	0	310
V/C Ratio(X)	0.12	0.28	0.00	0.02	0.40	0.03	0.15	0.00	0.00	0.23	0.00	0.18
Avail Cap(c_a), veh/h	589	834	0	996	871	738	497	0	0	415	0	738
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	9.5	12.2	0.0	8.3	12.2	10.1	31.3	0.0	0.0	26.7	0.0	23.3
Incr Delay (d2), s/veh	0.1	0.8	0.0	0.0	1.4	0.1	0.4	0.0	0.0	0.3	0.0	0.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	2.0	0.0	0.1	3.1	0.2	0.4	0.0	0.0	1.1	0.0	0.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	9.6	13.0	0.0	8.3	13.6	10.1	31.7	0.0	0.0	27.0	0.0	23.6
LnGrp LOS	A	B		A	B	B	C			C		C
Approach Vol, veh/h		301			385			25			135	
Approach Delay, s/veh		12.3			13.3			31.7			25.6	
Approach LOS		B			B			C			C	

Timer - Assigned Phs	1	2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s	12.1	38.0	9.6	9.7	10.7	39.4		19.3				
Change Period (Y+Rc), s	7.1	7.1	5.7	5.7	7.1	7.1		5.7				
Max Green Setting (Gmax), s	18.4	19.4	6.8	19.8	5.5	32.3		32.3				
Max Q Clear Time (g_c+I1), s	2.2	7.5	4.7	3.0	3.4	10.6		4.1				
Green Ext Time (p_c), s	0.0	0.8	0.0	0.1	0.0	1.8		0.3				

Intersection Summary	
HCM 7th Control Delay, s/veh	15.4
HCM 7th LOS	B

HCM 7th Signalized Intersection Summary
2: Karas Trail/Proposed Project Access & Belle Terre Blvd

06/24/2026



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	106	342	12	27	269	73	7	0	25	54	0	77
Future Volume (veh/h)	106	342	12	27	269	73	7	0	25	54	0	77
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	115	372	6	29	292	39	8	0	13	59	0	43
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	500	709	11	422	642	544	119	6	54	379	0	342
Arrive On Green	0.08	0.39	0.39	0.03	0.34	0.34	0.06	0.00	0.06	0.05	0.00	0.22
Sat Flow, veh/h	1781	1835	30	1781	1870	1585	483	97	942	1781	0	1585
Grp Volume(v), veh/h	115	0	378	29	292	39	21	0	0	59	0	43
Grp Sat Flow(s),veh/h/ln	1781	0	1865	1781	1870	1585	1521	0	0	1781	0	1585
Q Serve(g_s), s	2.2	0.0	8.5	0.6	6.6	0.9	0.2	0.0	0.0	1.6	0.0	1.2
Cycle Q Clear(g_c), s	2.2	0.0	8.5	0.6	6.6	0.9	0.7	0.0	0.0	1.6	0.0	1.2
Prop In Lane	1.00		0.02	1.00		1.00	0.38		0.62	1.00		1.00
Lane Grp Cap(c), veh/h	500	0	721	422	642	544	178	0	0	379	0	342
V/C Ratio(X)	0.23	0.00	0.52	0.07	0.45	0.07	0.12	0.00	0.00	0.16	0.00	0.13
Avail Cap(c_a), veh/h	541	0	721	540	642	544	230	0	0	455	0	466
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	10.3	0.0	12.9	11.1	13.9	12.0	24.5	0.0	0.0	20.5	0.0	17.2
Incr Delay (d2), s/veh	0.2	0.0	2.7	0.1	2.3	0.3	0.3	0.0	0.0	0.2	0.0	0.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	0.0	3.0	0.2	2.5	0.3	0.3	0.0	0.0	0.6	0.0	0.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	10.5	0.0	15.6	11.2	16.2	12.3	24.8	0.0	0.0	20.6	0.0	17.4
LnGrp LOS	B		B	B	B	B	C			C		B
Approach Vol, veh/h		493			360			21			102	
Approach Delay, s/veh		14.4			15.4			24.8			19.3	
Approach LOS		B			B			C			B	

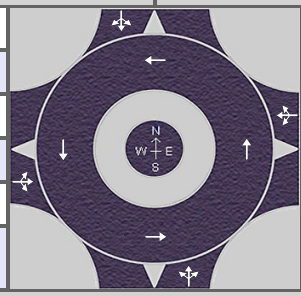
Timer - Assigned Phs	1	2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s	8.9	28.1	8.7	8.8	11.2	25.8		17.5				
Change Period (Y+Rc), s	7.1	7.1	5.7	5.7	7.1	7.1		5.7				
Max Green Setting (Gmax), s	5.4	18.7	5.3	5.0	5.4	18.7		16.0				
Max Q Clear Time (g_c+I1), s	2.6	10.5	3.6	2.7	4.2	8.6		3.2				
Green Ext Time (p_c), s	0.0	1.2	0.0	0.0	0.0	1.1		0.1				

Intersection Summary			
HCM 7th Control Delay, s/veh		15.5	
HCM 7th LOS		B	

HCS7 Roundabouts Report

General Information

Analyst	T. Hatcher
Agency or Co.	
Date Performed	6/24/2026
Analysis Year	2031
Time Analyzed	AM Buildout
Project Description	Magnolia Trace



Site Information

Intersection	
E/W Street Name	Belle Terre Blvd
N/S Street Name	West Entrance
Analysis Time Period (hrs)	0.25
Peak Hour Factor	0.92
Jurisdiction	Palm Coast

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0
Lane Assignment			LTR				LTR				LTR				LTR	
Volume (V), veh/h	0	62	215	1	0	9	224	43	0	11	0	24	0	72	0	105
Percent Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Flow Rate (v_{PCE}), pc/h	0	69	241	1	0	10	251	48	0	12	0	27	0	81	0	118
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1				1				1			
Pedestrians Crossing, p/h	0				0				0				0			

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway (s)		4.9763			4.9763			4.9763			4.9763	
Follow-Up Headway (s)		2.6087			2.6087			2.6087			2.6087	

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v_e), pc/h		311			309			39			199	
Entry Volume, veh/h		302			300			38			193	
Circulating Flow (v_c), pc/h		91			81			391			273	
Exiting Flow (v_{ex}), pc/h		349			381			117			11	
Capacity (c_{pce}), pc/h		1258			1271			926			1045	
Capacity (c), veh/h		1221			1234			899			1014	
v/c Ratio (x)		0.25			0.24			0.04			0.19	

Delay and Level of Service

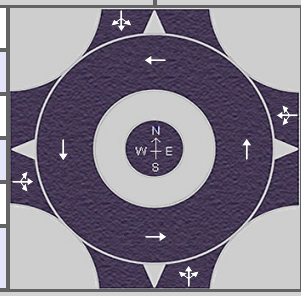
Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		5.2			5.1			4.4			5.3	
Lane LOS		A			A			A			A	
95% Queue, veh		1.0			1.0			0.1			0.7	
Approach Delay, s/veh	5.2			5.1			4.4			5.3		
Approach LOS	A			A			A			A		
Intersection Delay, s/veh | LOS	5.1						A					

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HCS7 Roundabouts Report

General Information

Analyst	T. Hatcher
Agency or Co.	
Date Performed	6/24/2026
Analysis Year	2031
Time Analyzed	PM Buildout
Project Description	Magnolia Trace



Site Information

Intersection	
E/W Street Name	Belle Terre Blvd
N/S Street Name	West Entrance
Analysis Time Period (hrs)	0.25
Peak Hour Factor	0.92
Jurisdiction	Palm Coast

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0
Lane Assignment			LTR				LTR				LTR				LTR	
Volume (V), veh/h	0	106	342	12	0	27	269	73	0	7	0	25	0	54	0	77
Percent Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Flow Rate (v_{PCE}), pc/h	0	119	383	13	0	30	301	82	0	8	0	28	0	60	0	86
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1				1				1			
Pedestrians Crossing, p/h	0				0				0				0			

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway (s)		4.9763			4.9763			4.9763			4.9763	
Follow-Up Headway (s)		2.6087			2.6087			2.6087			2.6087	

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v_e), pc/h		515			413			36			146	
Entry Volume, veh/h		500			401			35			142	
Circulating Flow (v_c), pc/h	90			127			562			339		
Exiting Flow (v_{ex}), pc/h	471			395			201			43		
Capacity (c_{pce}), pc/h		1259			1212			778			977	
Capacity (c), veh/h		1222			1177			755			948	
v/c Ratio (x)		0.41			0.34			0.05			0.15	

Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		7.0			6.3			5.2			5.2	
Lane LOS		A			A			A			A	
95% Queue, veh		2.0			1.5			0.1			0.5	
Approach Delay, s/veh	7.0			6.3			5.2			5.2		
Approach LOS	A			A			A			A		
Intersection Delay, s/veh | LOS	6.5						A					

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city of PALM COAST

Utility Department

2 Utility Drive
Palm Coast, FL 32137
386-986-2360

06/27/2025

Jay W. Livingston, Esq.
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, FL 32137

Re: Service Availability for **Magnolia Trace (Parcels #24-12-31-4150-00T50-0000, 19-12-31-4120-00T20-0000, 19-12-31-4130-00T30-0000 and 24-12-31-4140-00T40-0000)** Palm Coast Florida City of Palm Coast, Flagler County.

This letter confirms that City of Palm Coast is the water and wastewater service provider to the referenced property in Flagler County, Florida. Enclosed are copies of the system maps of the City's utility system showing existing water and wastewater mains in the area, as the City believes that they exist, for your use in project design. No representation is made as to the precise location of facilities. It is your responsibility to ensure that utility lines and other facilities are located at locations and in a sufficient condition to meet the requirements of your proposed development and the requirements of the City.

If a main extension is required, the design, permitting, and construction of the extension are your responsibility. Plan review by the City is required for all commercial projects and those projects involving a main extension. Construction must meet City Standards and Specifications. The Standards and Specifications Manual, with Standard Details, is available to you via City web-site or regular mail. All such matters must be memorialized by written city approvals.

This proposed property development is for 450 residential units and is located within the Wastewater Treatment Plant #1(WWTP#1) service area, this facility is permitted for 6.83 million gallons a day of treatment. Through May of 2025 our annual average flow at WWTP#1 is 6.354 million gallons a day. At present the Florida Department of Environmental protection is requiring individual permitting for wastewater improvements within the WWTP#1 service area in Palm Coast.

When you are ready to proceed, provide all required City application forms, the annexation petition required by section 49-53 (e) of the City Code along with one copy of the FDEP Permit Applications (fax, or include with plan submittal.) The City will redline the Operating Utility information, and return it to you, for you to incorporate onto the Applications. Upon completion, provide the number of completed, signed/sealed original Applications required by FDEP, plus one original for the City's files.

Please note that all applicable fees must be paid to the City, and plans must be stamped "Authorized For Construction," before the FDEP permit applications will be returned for your submittal to FDEP. Upon plan approval, the City will conduct construction inspection. Also, legal documents as necessary to convey the new facilities to the City must be completed and approved by the City, and FDEP/HRS clearance must be received **prior to service** being provided. Sample legal documents will be provided to you by the City to assist you during this phase of the project. The City will implement the annexation petition in accordance with its terms.

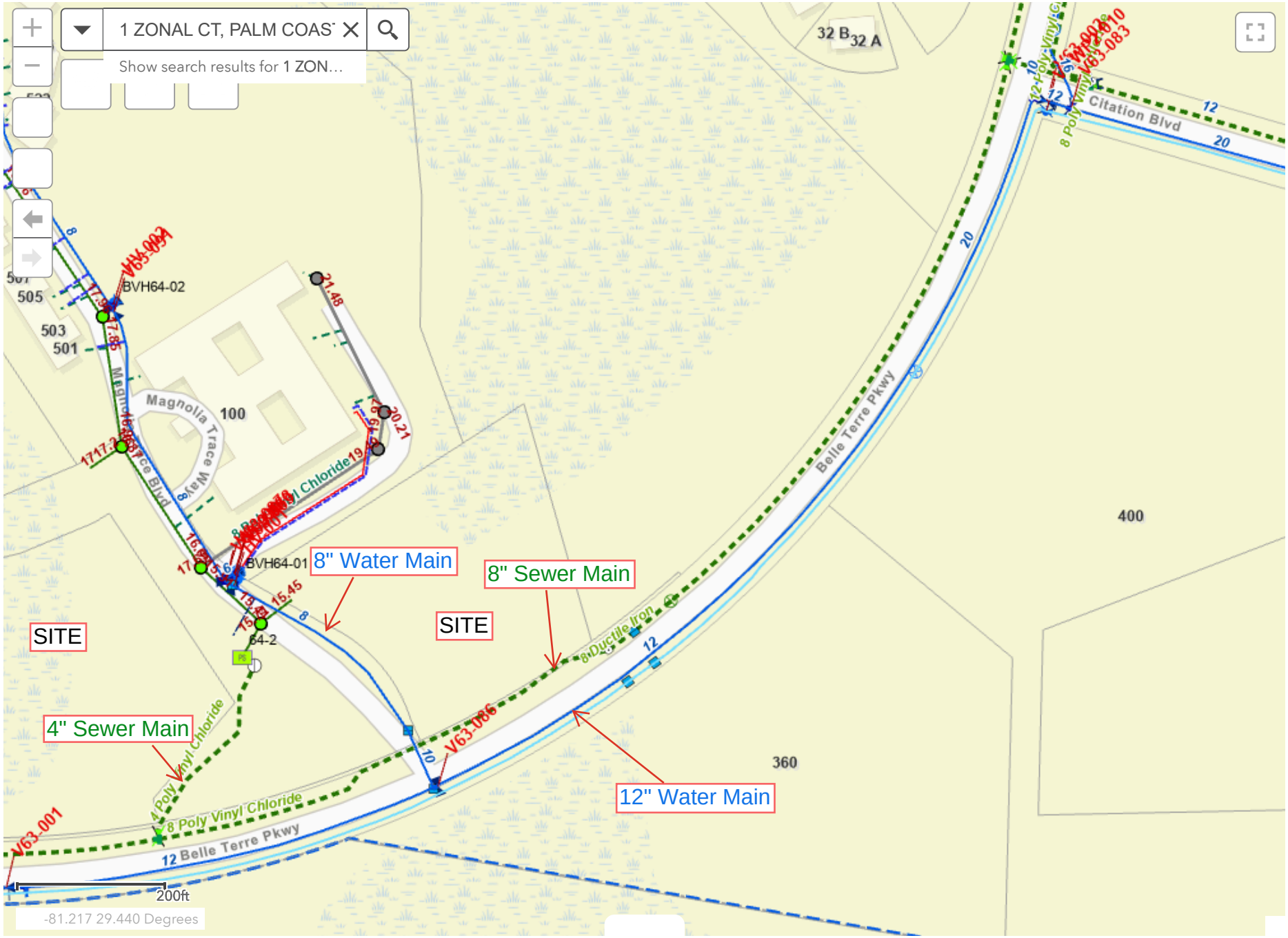
If you have any questions please feel free to contact me at (386) 986-2355.

Sincerely,



Samantha Borges
Utility Development Review Specialist (sborges@palmcoastgov.com)

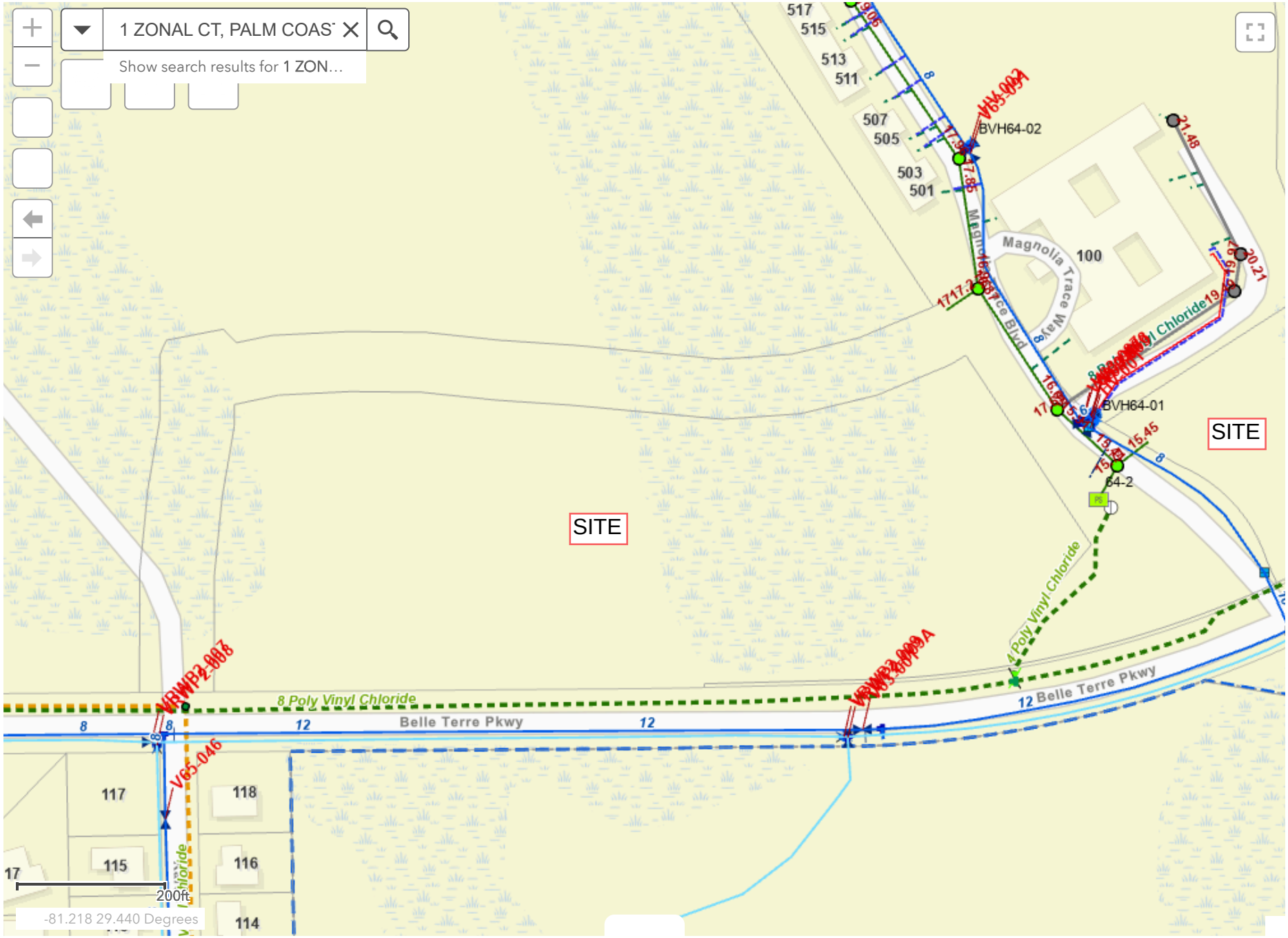
Utility Service Viewer ITC / GIS Web Application



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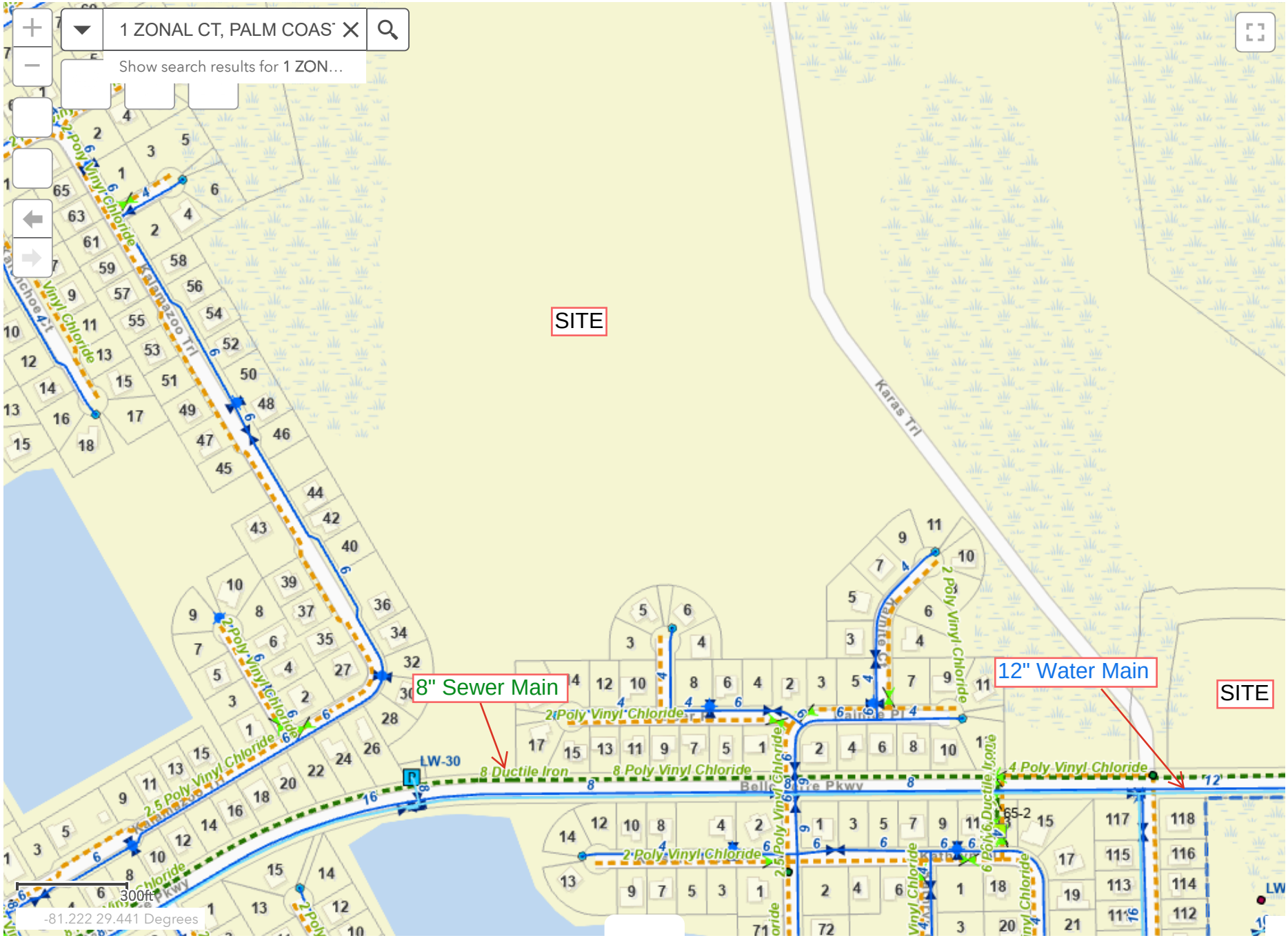
Utility Service Viewer

ITC / GIS Web Application



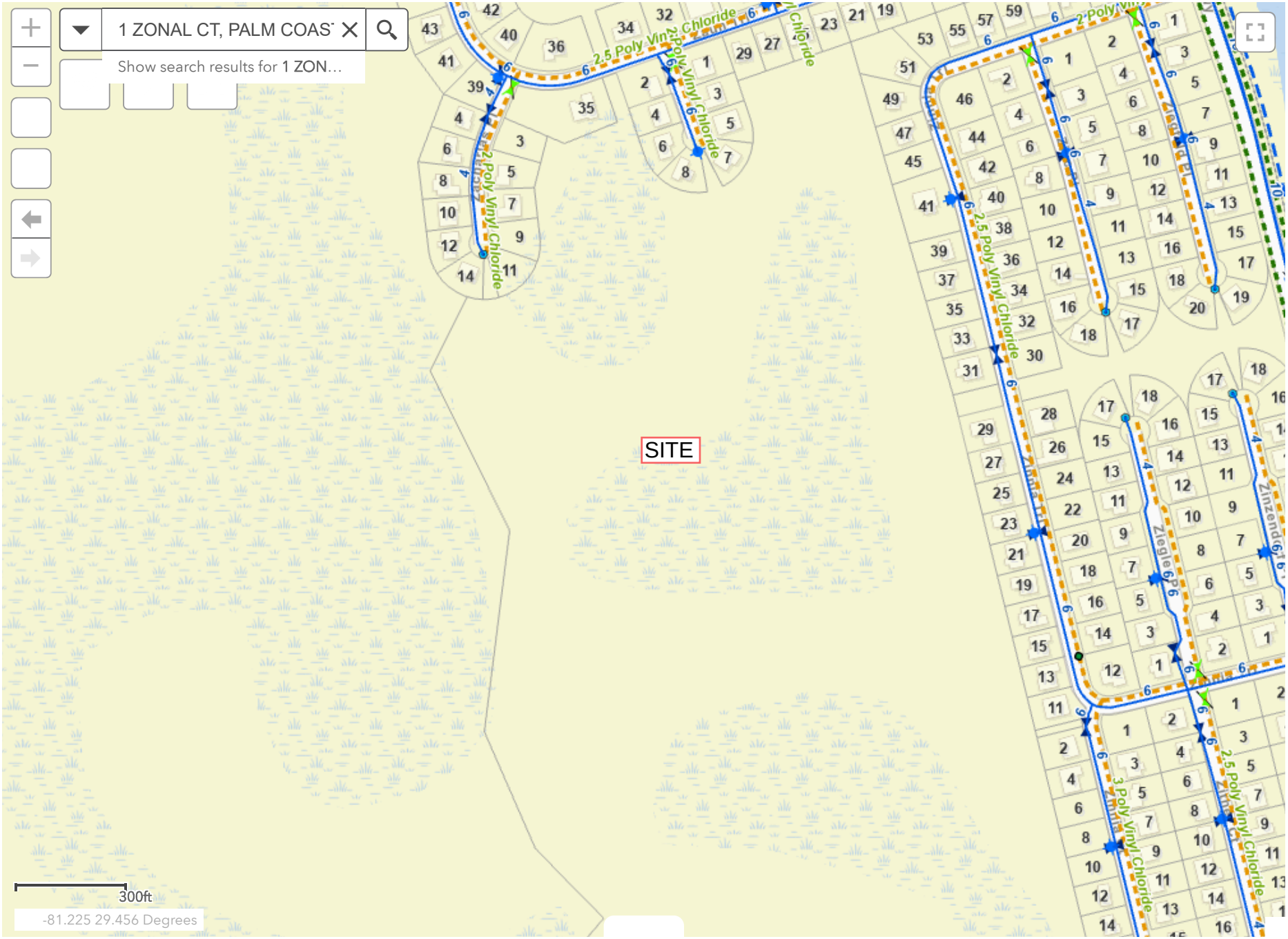
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PROPERTY OWNER LETTER OF AUTHORIZATION

Dear Planning Manager:

I, AUSTIN BROCKENBROUGH, IV, the Manager of OARE ASSOCIATES, LLC ("OARE"), a Florida Limited Liability Company, being the current property owner of the real property described as Parcel Numbers 13-12-30-0650-000A0-0010, 24-12-30-0650-000A0-0010, 24-12-31-4150-00T50-0000, 24-12-31-4140-00T40-0000, 19-12-31-0650-000C0-0011, 19-12-31-4120-00T20-0000, 19-12-31-4110-00T10-0000, and 19-12-31-4130-00T30-0000 and also legally described in the attached **EXHIBIT "A"** ("Property"), does hereby designate and authorize Greenpointe Developers, LLC, a Delaware limited liability company and Jay W. Livingston, Esq. of Livingston & Sword, P.A., to act as OARE's authorized agents and to file applications to the City of Palm Coast to rezone the Property and/or amend the existing Master Plan Development Agreement, and to make binding statements and commitments regarding the applications.

OARE ASSOCIATES, LLC
A Florida Limited Liability Company

By: _____

Name: Austin Brockenbrough, IV

Title: Manager

COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization this 5 day of January, 2024, by AUSTIN BROCKENBROUGH, IV, who is the manager of OARE ASSOCIATES, LLC, a Florida Limited Liability Company, on behalf of the company. He is X personally known to me or ___ produced _____ as identification.

ANNA CLARK
NOTARY PUBLIC
REG. # 00384478
MY COMMISSION EXPIRES
07/31/2029
COMMONWEALTH OF VIRGINIA

_____
NOTARY PUBLIC

EXHIBIT "A"

OVERALL PARCEL

A portion of Sections 13 and 24, Township 12 South, Range 30 East, together with a portion of Sections 18 and 19, Township 12 South, Range 31 East, Flagler County, Florida, being a portion of Map of the Bunnell Development Company's Land at Bunnell, Florida, as recorded in Plat Book 1, page 1, of the Public Records of said county, also being a portion of Revised Parcel 403, as described and recorded in Official Records Book 950, page 1943, of said Public Records, together with all of Lot 13, Block 45, as depicted on Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast, recorded in Map Book 17, page 56, together with all of Reserved Parcels 03 and F-4, all of Lot 10, Block 14, and all of Lot 16, Block 10, as depicted on Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast, recorded in Map Book 18, page 24, all of said Public Records, being more particularly described as follows:

For a Point of Beginning, commence at the Northwest corner of said Section 13; thence North 87°27'22" East, along the Northerly line of said Section 13, a distance of 2961.63 feet to its intersection with the Westerly line of said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; thence along said Westerly line the following 17 courses: Course 1, thence South 20°55'26" East, departing said Northerly line, 211.58 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 2, thence Southerly along the arc of said curve, through a central angle of 98°21'15", an arc length of 257.49 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 01°53'15" West, 227.02 feet; Course 3, thence South 05°31'19" East, along a non-tangent line, 669.87 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 4, thence Southerly along the arc of said curve, through a central angle of 73°26'22", an arc length of 192.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 15°27'56" East, 179.37 feet; Course 5, thence South 52°11'07" East, 136.97 feet; Course 6, thence South 02°05'57" East, 346.46 feet to the point of curvature of a curve concave Easterly having a radius of 550.00 feet; Course 7, thence Southerly along the arc of said curve, through a central angle of 16°39'59", an arc length of 159.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 10°25'57" East, 159.42 feet; Course 8, thence South 18°45'56" East, 138.41 feet; Course 9, thence South 71°14'04" West, 25.00 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 10, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 11, thence Southerly along the arc of a non-tangent curve concave Easterly having a radius of 150.00 feet, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 12, thence North 71°14'04" East, 25.00 feet; Course 13, thence South 18°45'56" East, 315.63 feet; Course 14, thence South 36°19'43" East, 128.96 feet; Course 15, thence South 20°50'43" West, 193.05 feet; Course 16, thence South 06°47'31" East, 236.49 feet to the point of curvature of a curve concave Northerly having a radius of 150.00 feet; Course 17, thence Easterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve being the Southwesterly corner of said Reserved Parcel F-4, said arc being subtended by a chord bearing and distance of North 83°12'29" East, 300.00 feet; thence Easterly along the boundary lines of said Reserved Parcels F-4 and 03 the following 13 courses: Course 1, thence North 06°47'31" West, departing said Westerly line, 50.00 feet; Course 2, thence North 06°12'39" West, 80.71 feet; Course 3, thence North 14°31'01" East, 141.50 feet; Course 4, thence South 66°56'33" East, 50.00 feet; Course 5, thence North 68°07'42" East, 152.15 feet; Course 6, thence North 18°45'56" West, 125.00 feet to a point lying on the Southerly right of way line of Zoun Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; Course 7, thence North 71°14'04" East, along said Southerly right of way line, 40.00 feet; Course 8, thence South 18°45'56" East, departing said Southerly right of way line, 230.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 81°38'47", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 59°35'20" East, 196.12 feet; Course 10, thence North 10°24'43" West, 110.00 feet to a point lying on the Southerly right of way line of Zachary Place, a 50 foot right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; Course 11, thence Easterly along said Southerly right of way line and along the arc of a non-tangent curve concave Northerly having a radius of 40.00 feet, through a central angle of 15°42'24", an arc length of 11.65 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 71°14'04" East 11.62 feet; Course 12, thence South 27°07'08" East, departing said Southerly right of way line, 110.00 feet to a point on a non-tangent curve concave Westerly having a radius of 150.00 feet; Course 13, thence Northerly along the arc of said curve, through a central angle of 81°38'48", an arc length of 213.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 22°03'28" East, 196.12 feet; Course 14, thence North 18°45'56" West, 105.00 feet; Course 15, thence North 71°14'04" East, 320.00 feet; thence South 16°08'17" East, continuing along said boundary line of Reserved Parcel D-3 and along said Westerly line of Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast, 979.40 feet; thence South 13°42'58" East, continuing along said Westerly line, 2050.00 feet to the Northwesterly corner of said Lot 10, Block 14; thence along the boundary line of said Lot 10, Block 14, the following 5 courses: Course 1, thence North 76°17'02" East, departing said Westerly line, 125.00 feet to a point lying on the Westerly right of way line of Zonal Court, a variable width right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; Course 2, thence South 13°42'58" East, along said Westerly right of way line, 44.00 feet; Course 3, thence South 23°09'13" West, continuing along said Westerly right of line, 25.00 feet; Course 4, thence South 13°42'58" East, continuing along said Westerly right of way line, 20.00 feet; Course 5, thence South 76°17'02" West, departing said Westerly right of way line, 110.00 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; thence South 13°42'58" East, along said Westerly line, 549.66 feet to the point of curvature of a curve concave Easterly having a radius of 2940.00 feet; thence Southerly, continuing along said Westerly line and along the arc of said curve, through a central angle of 06°28'01", an arc length of 331.92 feet to the Northwesterly corner of said Lot 16, Block 10, said arc being subtended by a chord bearing and distance of South 16°57'02" East, 331.74 feet; thence along the boundary line of said Lot 16, Block 10, the following 4 courses: Course 1, thence North 69°48'54" East, departing said Westerly line, 125.00 feet to a point lying on said Westerly right of way line of Zonal Court, said point lying on a non-tangent curve concave Northeasterly having a radius of 100.00 feet; Course 2, thence Southeasterly along said Westerly right of way line and along the arc of said curve, through a central angle of 37°48'57", an arc length of 66.00 feet to a point lying on the Westerly right of way line of Zonal Geranium Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast, said arc being subtended by a chord bearing and distance of South 39°05'34" East, 64.81 feet; Course 3, thence Southerly, along last said Westerly right of way line and along the arc of a non-tangent curve concave Easterly having a radius of 100.00 feet, through a central angle of 16°12'39", an arc length of 28.29 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 07°00'40" West, 28.20 feet; Course 4, thence South 68°03'08" West, departing said Westerly right of way line, 131.78 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; thence Southerly along said Westerly line the following 13 courses: Course 1, thence Southeasterly along the arc of a non-tangent curve concave Northeasterly having a radius of 2940.00 feet, through a central angle of 03°11'46", an arc length of 164.01 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 23°32'45" East, 163.99 feet; Course 2, thence South 25°08'38" East, 483.89 feet; Course 3, thence South 64°51'22" West, 345.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 4, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08'38" East, 300.00 feet; Course 5, thence North 64°51'22" East, 345.00 feet; Course 6, thence North 64°51'22" East, 345.00 feet; Course 7, thence South 25°08'38" East, 1150.00 feet; Course 8, thence South 64°51'22" West, 105.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08'38" East, 300.00 feet; Course 10, thence North 64°51'22" East, 105.00 feet; Course 11, thence South 25°08'38" East, 210.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 12, thence Southeasterly along the arc of said curve, through a central angle of 81°38'48", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 65°58'02" East, 196.12 feet; Course 13, thence South 45°00'43" East, along non-tangent line, 744.60 feet to a point lying on the Northerly right of way line of Belle Terre Boulevard, a variable width right of way as presently established; thence Westerly along said Northerly right of way line the following 7 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Northwesterly having a radius of 1420.00 feet, through a central angle of 23°12'37", an arc length of 575.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 37°03'49" West, 571.31 feet; Course 2, thence North 41°22'55" West, 4.74 feet to a point on a non-tangent curve concave Northerly having a radius of 1415.00 feet; Course 3, thence Westerly along the arc of said curve, through a central angle of 40°02'29", an arc length of 988.88 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 68°38'20" West, 968.88 feet; Course 4, thence South 88°39'35" West, 211.11 feet; Course 5, thence South 01°20'25" East, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 5689.12 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 00°59'59", an arc length of 99.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°09'36" West, 99.27 feet; Course 7, thence South 89°39'35" West, 994.09 feet; thence Northerly along said Northerly line of said Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast the following 5 courses: Course 1, thence North 00°20'25" West, departing said Northerly right of way line, 300.00 feet; Course 2, thence South 89°39'35" West, 127.70 feet; Course 3, thence North 00°20'25" West, 113.58 feet; Course 4, thence North 44°39'35" East, 50.00 feet to the point of curvature of a curve concave Westerly having a radius of 150.00 feet; Course 5, thence Northerly along the arc of said curve, through a central angle of 98°21'02", an arc length of 257.48 feet to the Northeasterly corner of said Lot 13, Block 45, said arc being subtended by a chord bearing and distance of North 04°30'56" West, 227.01 feet; thence along the boundary line of said Lot 13, Block 45, the following 3 courses: Course 1, thence South 36°18'22" West, departing said Northerly line, 110.00 feet to a point lying on the Northerly right of way line of Kainite Court, a 50 foot right of way as depicted on said Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast, said point being a point on a non-tangent curve concave Southerly having a radius of 40.00 feet; Course 2, thence Westerly along said Northerly right of way line and along the arc of said curve, through a central angle of 55°51'28", an arc length of 39.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 81°33'32" West, 37.47 feet; Course 3, thence North 19°33'26" West, departing said Northerly right of way line, 110.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast; thence Southwesterly along said Northerly line the following 9 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Southeasterly having a radius of 150.00 feet, through a central angle of 25°47'09", an arc length of 67.51 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 57°33'10" West, 66.94 feet; Course 2, thence South 44°39'35" West, 238.91 feet; Course 3, thence South 00°20'25" East, 192.13 feet; Course 4, thence South 89°39'35" West, 282.47 feet; Course 5, thence North 00°20'25" West, 50.00 feet to the point of curvature of a curve concave Southerly having a radius of 150.00 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°39'35" West, 300.00 feet; Course 7, thence South 00°20'25" East, 50.00 feet; Course 8, thence South 89°39'35" West, 253.41 feet; Course 9, thence South 00°20'25" East, 300.00 feet to a point lying on said Northerly right of way line of Belle Terre Boulevard; thence South 89°39'35" West, along said Northerly right of way line, 63.24 feet to the point of curvature of a curve concave Southerly having a radius of 1521.26 feet; thence Westerly continuing along said Northerly right of way line and along the arc of said curve, through a central angle of 06°41'48", an arc length of 177.80 feet to the Southeasterly corner of RP 190, as described and recorded in Official Records Book 1004, page 341, of said Public Records, said arc being subtended by a chord bearing and distance of South 86°18'42" West, 177.70 feet; thence North 07°02'15" West, departing said Northerly right of way line and along the boundary line of said RP 190, a distance of 50.00 feet; thence South 78°41'33" West, continuing along said boundary line, 70.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast; thence Northwesterly along said Northerly line the following 21 courses: Course 1, thence North 30°31'09" West, 57.09 feet; Course 2, thence North 59°28'51" East, 15.00 feet to the point of curvature of a curve concave Westerly having a radius of 225.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 353.43 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 14°28'51" East, 318.20 feet; Course 4, thence North 30°31'09" West, 1215.00 feet; Course 5, thence North 59°28'51" East, 173.41 feet; Course 6, thence North 30°31'09" West, 300.00 feet; Course 7, thence North 59°28'51" East, 80.00 feet; Course 8, thence North 30°31'09" West, 300.00 feet; Course 9, thence North 59°28'51" East, 79.56 feet; Course 10, thence North 19°12'34" West, 1199.35 feet; Course 11, thence North 39°07'43" West, 238.04 feet; Course 12, thence South 89°59'53" West, 270.01 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 13, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 00°00'07" East, 300.00 feet; Course 14, thence North 89°59'53" East, 50.00 feet; Course 15, thence South 53°08'34" East, 63.20 feet; Course 16, thence South 30°31'09" East, 6.35 feet; Course 17, thence South 59°28'51" West, 1066.59 feet; Course 18, thence North 30°31'09" West, 660.00 feet; Course 19, thence South 59°28'51" West, 253.41 feet; Course 20, thence North 30°31'09" West, 468.41 feet; Course 21, thence South 59°28'51" West, 300.00 feet; thence North 89°14'34" West, continuing along said Northerly line and its Westerly prolongation, 125.81 feet to a point lying on the Westerly line of said Section 24; thence North 00°46'05" East, along said Westerly line, 1907.73 feet to the Northwesterly corner thereof, said corner also being the Southwesterly corner of said Section 13; thence North 01°12'31" West, along the Westerly line of said Section 13, a distance of 5279.19 feet to the Point of Beginning.

Less and Except Tract 1, also known as Tract "A", as described and recorded in Official Records Book 1907, page 1119, of the Public Records of Flagler County, Florida.

Less and Except the land contained in Warranty Deed recorded in Official Records Book 494, Page 1083, Public Records of Flagler County, Florida.

Containing 1006.36 acres, more or less.

NOTIFICATION AFFIDAVIT FOR COMPREHENSIVE PLAN AMENDMENT & ZONING MAP AMENDMENT (REZONING) PUBLIC HEARING

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this 4 day of Sept., 20 24 personally appeared Kristy Goodwin who after providing personally known as identification and who ____ **did**, ✓ **did not** take an oath, and who being duly sworn, deposes and says as follows: "I have read and fully understand the provisions of this instrument".

2 signs have been posted on the subject property as described with **Application #** 6549
(# of signs)

_____ At least fourteen (14) calendar days before the hearing date advertising the date, time, and location of the Planning & Land Development Regulation Board (PLDRB)

AND/OR

_____ At least fourteen (14) calendar days before the hearing date advertising the date, time, and location of the City Council 1st public hearing.

AND/OR

_____ At least ten (10) calendar days before the hearing date advertising the date, time, and location of the City Council 2nd public hearing.

KSG
Signature of Responsible Party

Kristy Goodwin 391 PCPSW. #1, Palm Coast, FL 32137
Print Name & Mailing Address

Signature of Person Taking Acknowledgement

Raven E. Sword
Name of Acknowledger (Typed, Printed or Stamped)

NOTARY PUBLIC STATE OF FLORIDA
RAVEN E. SWORD
MY COMMISSION # HH 348551
EXPIRES: May 12, 2027
SEAL

This document, once executed, must be returned to a Land Development Technician in the City of Palm Coast Community Development Department prior to the hearing date. Failure to provide document by that time will result in the application not being placed on the agenda for a public hearing.

Please attach a photo of posted sign(s).

City of Palm Coast
NOTICE OF PUBLIC HEARING

City of Palm Coast

NOTICE OF PUBLIC HEARING

Application Number: 6549

The City of Palm Coast Planning Board will hold a public hearing on the application at 5:30 PM on 9/22/26

The City of Palm Coast City Council will hold a public hearing on the application at 6:00 PM on 11/2/26 for the 1st Hearing

9:00 AM on 11/20/26 for the 2nd Hearing

___ City Council public hearing not required.

Description of Request

Special Exception ___ Special Use

X Rezoning (Ma Joe Planned Development) ___ Public Use

Ordinance #___

Future Land Use Amendment ___ Plan Public Use

Assessment to MPD Development Agreement to allow for Red Cactus to use the 8" Southbound sewer, granted for Neighborhood Commercial to install gas access to fire pit

Current Zoning: MPD Property Size: 10.17 +/- Acres

Applicant: Joel Livingston, Esq. for Red Cactus Properties, LLC

Public Hearing to be held at

LIVINGSTON & SWORD, P.A.

Attorneys At Law

September 16, 2026

José Papa
Project Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

Subject: **Neighborhood Meeting Report — Magnolia Trace Master Planned Development Rezoning (formerly the Oare Master Planned Development); Application No. 6549**

Dear Mr. Papa:

This letter and the enclosed materials constitute the applicant's report of the neighborhood meeting held in connection with the above-referenced application to rezone the property to Master Planned Development. The neighborhood meeting was held on Wednesday, September 2, 2026, from 6:00 p.m. to 8:00 p.m., in the City Hall — Jon Netts Community Wing (Council Chambers), 160 Lake Avenue, Palm Coast, Florida 32164.

In advance of the meeting, written notice was mailed to all property owners located within 500 feet of the project site. A total of 711 notice letters were mailed on or about August 18, 2026, by first-class U.S. mail. The notice letter, dated August 18, 2026, identified the proposed project and the subject parcels, provided the date, time, and location of the meeting, and included a copy of the conceptual master plan (Exhibit D, Tract Map). A copy of the notice letter, together with the list of property owners to whom notice was mailed, is enclosed.

391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137
T 386.439.2945
F 866.896.5573
jay.livingston314@protonmail.ch

I attended the meeting as attorney for the applicant, GreenPointe Developers, LLC. Also present on behalf of the applicant and its development team was Brad Odom. Mr. Papa attended on behalf of the City of Palm Coast. The enclosed sign-in sheet reflects the members of the public who attended and signed in. Twenty (20) sign-in entries were recorded, representing approximately twenty-five (25) individuals, as five entries listed two attendees each. Not all attendees necessarily elected to sign in.

Following a presentation describing the proposed project and the City of Palm Coast's development review process, attendees were invited to ask questions and offer comments. The following is a summary of the questions, comments, and concerns raised at the meeting:

- Compatibility and buffering with existing neighborhoods. Attendees requested additional detail regarding the interface between the existing neighborhoods and the proposed development areas along the northern portion of the project, including the transition, setbacks, and buffering between existing homes and proposed lots. Questions were raised concerning the perimeter buffer and whether existing natural vegetation could be maintained to provide adequate screening, with one attendee expressing the view that the existing vegetation was not substantial.

- Conservation areas and future land use. Attendees requested a map or overlay depicting the conservation areas on the property, including the Conservation future land use designation and the conservation easement areas, and questioned the extent to which the project would affect those conservation areas. It was explained to the attendees that only a small percentage of the property is proposed for development, with the balance of the 1,000-plus acres remaining in conservation.

- Stormwater, drainage, and flooding. Attendees raised concerns regarding existing drainage patterns, including stormwater flowing from the neighborhood to the north southward into the project area, and whether the project would alter that drainage or cause flooding by filling low-lying areas. Attendees asked how stormwater runoff would be treated before entering the adjacent wetlands, and inquired about the two existing City drainage canals that traverse the property and whether the project would impact them. Several attendees referenced flooding experienced in the adjacent neighborhoods following Hurricane Milton and expressed concern regarding the project's potential effect on flooding and stormwater storage.

- Airport proximity. Attendees asked about the project's proximity to the Flagler Executive Airport and the applicability of the Airport Overlay to the project.

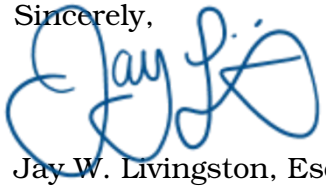
- Neighborhood commercial uses. In discussing the uses permitted within the proposed neighborhood commercial component of the project, attendees expressed opposition to the location of a gas station within it.

- Agricultural / "agrihood" concept. An attendee suggested that the project, or a portion of it, incorporate an agricultural or "agrihood" component, and asked whether the zoning code would permit such a use. The attendee referenced several examples, including New Field Farm in Palm City, Florida; [Sartuna?] Springs in Clay County, Florida; and EchoFarmCommunity.org.

- Requests for project materials. Attendees requested copies of certain project materials, including the project survey (ALTA), the conceptual master plan detail depicting the canals, and a graphic showing the adjacent properties surrounding the project.

Please let me know if you require any additional information regarding the neighborhood meeting. Thank you for your assistance with this matter.

Sincerely,



Jay W. Livingston, Esq.
Attorney for GreenPointe Developers, LLC

Enclosures:
1. Notice letter dated August 18, 2026 (with conceptual master plan)
2. List of property owners to whom notice was mailed
3. Neighborhood meeting sign-in sheet (September 2, 2026)

August 18, 2026

NOTIFICATION OF NEIGHBORHOOD MEETING
FOR THE MAGNOLIA TRACE MASTER PLANNED DEVELOPMENT REZONING

RE: Proposed Development Project – Magnolia Trace Master Planned Development

Dear Property Owner:

A Neighborhood Meeting to discuss the application for rezoning to Master Planned Development for the project known as Magnolia Trace (formerly the Oare Master Planned Development), located in Palm Coast, Flagler County, Florida, and identified by parcel ID #s 13-12-30-0650-000A0-0010, 24-12-30-0650-000A0-0010, 19-12-31-0650-000C0-0011, 19-12-31-4110-00T10-0000, 19-12-31-4120-00T20-0000, 19-12-31-4130-00T30-0000, 24-12-31-4140-00T40-0000, and 24-12-31-4150-00T50-0000, is scheduled for **Wednesday, September 2, 2026 from 6:00 p.m. to 8:00 p.m. in the City Hall – Jon Netts Community Wing (Council Chambers), 160 Lake Avenue, Palm Coast, FL 32164**.

The proposed Master Planned Development for Magnolia Trace will modify the existing Oare Master Planned Development as follows:

Oare MPD	Magnolia Trace MPD

• Age-in-place retirement community
• 754 residential units authorized:
  • 544 dwelling units (504 active-adult & 20 single-family)
  • Up to 120 extended-care units
  • Up to 60 assisted-living beds
• Borrow pit of 25.5 acres
	• Reduced development — 210 fewer units
	• Maximum 544 residential dwelling units, a mix of:
	  • Single-family detached
	  • Townhomes, Multifamily (capped at 150 dwelling units)
	• Neighborhood commercial component
	• Continues to incorporate the Age-in-Place lifestyle

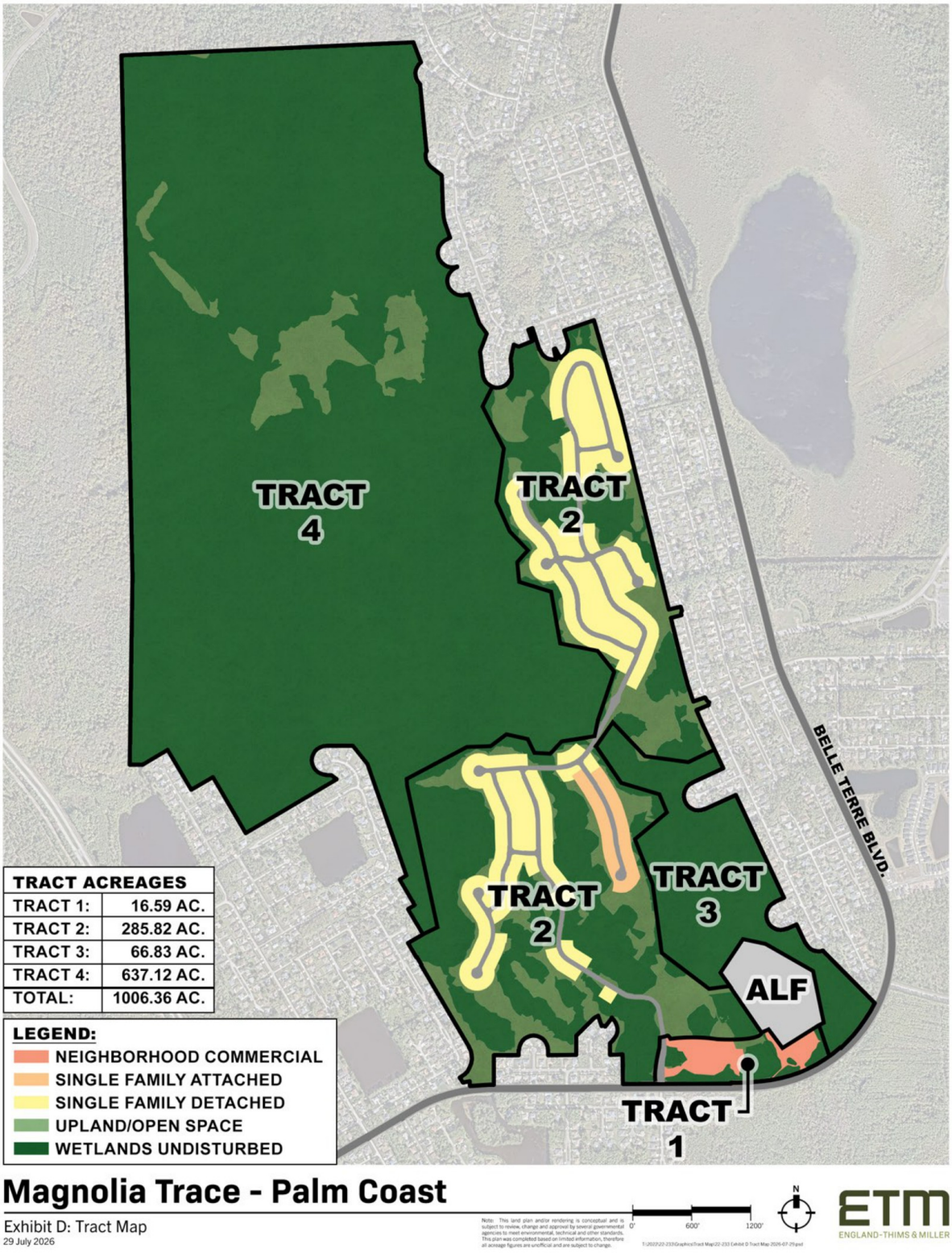
A copy of the conceptual master plan is attached for your use and reference.

At the meeting, there will be a presentation about the proposed project, followed by an opportunity for attendees to ask questions and provide comments. We hope you can attend to learn about the proposed project and the development review process at the City of Palm Coast. If you have any questions, please contact me at (386) 439-2945.

Sincerely,

Jay W. Livingston, Esq.
Attorney for GreenPointe Developers, LLC

Conceptual Master Plan — Exhibit D, Tract Map



27 ZAUN TRAIL TRUST
PO BOX 360
FLAGLER BEACH, FL 32136

3DRE LLC
2800 N 6TH STREET 790
ST AUGUSTINE, FL 32084

4 ZINC PL LAND TRUST & HAMMOCK MANAGEMENT LLC TRUSTEE
3225 MCLEOD DRIVE SUITE 777
LAS VEGAS, NV 89121

4 ZITHER COURT TRUST
PO BOX 350225
PALM COAST, FL 32135

40 KASHMIR TRAIL LAND TRUST & HAMMOCK MANAGEMENT LLC TRUSTEE
3225 MCLEOD DRIVE SUITE 777
LAS VEGAS, NV 89121

69 KASHMIR TRAIL LLC
34194 AURORA RD #128
SOLON, OH 44139

7 ZOFFWOOD CT LAND TRUST
1945 CHARRINGTON DR
WEST BLOOMFIELD, MI 48324

8 ZOELLER CT LAND TRUST & HAMMOCK MANAGEMENT LLC TRUSTEE
3225 MCLEOD DRIVE SUITE 777
LAS VEGAS, NV 89121

ABARCAR ROBERTO R
90 PARK TERRACE EAST
APT 1H
NEW YORK, NY 10034

ABATINO MARIA E
236 MALLARD COURT
YORKTOWN HEIGHTS, NY 10598

ADAMS HOMES OF NORTHWEST FLORIDA INC
100 W GARDEN STREET
SECOND FLOOR
PENSACOLA, FL 32502

AFFORDABLE HOMES OF TREASURE COAST LLC TRUSTEE
2431 ATLANTIC BLVD
FORT PIERCE, FL 34949

ALCINDOR CYRIACUS & TINA L H&W
14 KASBAH PLACE
PALM COAST, FL 32137

ALEGRE ESTEBAN RAFAEL & MARIE ELIZABETH FARIAS ISASI H&W
2534 E LEHIGH AVE
PHILADELPHIA, PA 19125

ALERS CARLOS & DEBORAH H&W
1 ZAUNSTOWN PLACE
PALM COAST, FL 32164

ALEXANDER JOHN D JR
18 KALANCHOE COURT
PALM COAST, FL 32137

ALEXANDER LANDON & TRAN NGO H&W
17 KALANCHOE COURT
PALM COAST, FL 32164

ALLEN EFFIE MAE
6 ZAMARO PL #2
PALM COAST, FL 32164

ALLEN NEAL CHANCELLOR & AUBREE JEAN STAFFORD
11 ZONAL GERANIUM CT
PALM COAST, FL 32164

ALMAZAN ANTONIO BITANGA & FREDESWINDA LEANO ALMAZAN H&W TRUSTEES
14 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

ALMEIDA MIGUEL & BETH ERIN ALMEIDA H&W
10 ZORACH PLACE
PALM COAST, FL 32164

ALMEIDA RUDOLPH & CHARLOTTE M ALMEIDA H&W
39 KALAMAZOO TRAIL
PALM COAST, FL 32164

ALRIDGE DIAMOND & MARCUS H&W
118 KARAS TRAIL
PALM COAST, FL 32164

ALT HOMES LLC
39 AUDUBON LANE
FLAGLER BEACH, FL 32136

ALVAREZ DALIA S LIFE ESTATE
43 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

AMMIRATI JEANINE
183 ERIC DRIVE
PALM COAST, FL 32164

ANDERSON MICHAEL T
21 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

ANDRE ALLEN & SANDRA ANDRE
7 ZACHARIAS PLACE
PALM COAST, FL 32164

ANDREWS VALERIE
TRUSTEE
15 CORDOBA COURT
PALM COAST, FL 32137

ANGEVINE JEFFREY PAUL
13 KAISER PLACE
PALM COAST, FL 32164

ANTONETTI NANCY & JOSE MANUEL SR AMC
4 ZACHARIAS PLACE
PALM COAST, FL 32164

ANTONINI MELINDA & LUIS H&W
11 ZINNIA TRAIL
PALM COAST, FL 32164

ANZALONE ROSARIO & MARIA
8461 N FURNO TERR
CRYSTAL RIVER, FL 32629

ARLOTTA ANDREW J & JESSICA S H&W
55 ZINNIA TRAIL
PALM COAST, FL 32164

ARRUDA DENISE E & RUSSELL J W&H LIFE ESTATE
15 KATHYRN PLACE
PALM COAST, FL 32164

ARUTYUNYANTS ALEXANDER & KARINA H&W
19 KAFFIR LILY PLACE
PALM COAST, FL 32164

AYERS RICHARD THORNE & PATRICIA MATTINGLY H&W
61 KASHMIR TRAIL
PALM COAST, FL 32164

BAER LEWIS W & JUDITH E H&W
20 KATHRYN PLACE
PALM COAST, FL 32164

BAER STACEY W
10 KAINITE COURT
PALM COAST, FL 32164

BAILEY COREY & MILAGROS MARBELLA MEDINA BARRERA H&W
5 ZAFTIG COURT
PALM COAST, FL 32164

BAKER BONNIE L & DAVID A W&H
62 ZAUN TRAIL
PALM COAST, FL 32164

BALASUNDRAM REUBEN S
113 KARAS TRAIL
PALM COAST, FL 32164

BALBOA KATHERINE ANNE
3 ZAMMER COURT
PALM COAST, FL 32164

BALTZLEY TIM R & KARI ANN E H&W
40 ZINNIA TRAIL
PALM COAST, FL 32164

BARBERA PETER M TRUSTEE
14 KALANCHOE COURT
PALM COAST, FL 32164

BARILE GERARD
65 KALAMAZOO TRAIL
PALM COAST, FL 32164

BARKOSKIE ADAM E & LAUREN E BARKOSKIE H&W
18 ZEPHYR LILY PLACE
PALM COAST, FL 32164

BARNESKI STEVE E & LISA M H&W
6262 SABLE PALM STREET
BUNNELL, FL 32110

BASKIN DENIS Y
10 PEYTON PL
PALM COAST, FL 32164

BASNETT GREGORY K & BONITA C RENNA
23 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

BAUER JUDITH
142 SHIPMAN ROAD
SUNBURY, PA 17801

BAUMAM JOHN M
57 ZINNIA TRAIL
PALM COAST, FL 32164

BEALE ANNA E & JOHN J & SUE C BEALE H&W JTWROS
6 ZINC PLACE
PALM COAST, FL 32164

BEAUDET JOHN P & PATRICIA A
6 ZACHARIAS PLACE
PALM COAST, FL 32164

BELL ALEXANDER & JEANEEN M H&W
44 N RIVERWALK DRIVE
PALM COAST, FL 32137

BELLE TERRE HOLDINGS LLC
36 CHARMING WAY
LAKEWOOD, NJ 08701

BENOIT ERIC JULIAN
193 RADER SCHOOL RD
RENFREW, PA 16053

BENTON DAVID & JESSICA H&W
39 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

BERRY KIM ALLAN & ELISABETH H&W
6 KATRINA PLACE
PALM COAST, FL 32164

BERTISH THEORA E LIFE ESTATE
54 KALAMAZOO TRL
PALM COAST, FL 32164

BINDER MICHAEL J & JOAN M H&W
16 ZINC PLACE
PALM COAST, FL 32164

BINDER YURIY & POLINA TRUSTEES
239 DUNHAMS CORNER ROAD
EAST BRUNSWICK, NJ 08816

BLITZ EDWARD & JANNETTE D H&W LIFE ESTATE
35 ZAUN TRAIL
PALM COAST, FL 32164

BLOW MELISSA & RICKY H&W
3 KAINITE PLACE
PALM COAST, FL 32164

BOATNER LUCAS DONALD
51 ZINNIA TRAIL
PALM COAST, FL 32164

BOGGS DONNA LIFE ESTATE
14 ZACHARIAS PLACE
PALM COAST, FL 32164

BOKANOSKI JOHN & ASHLEY L H&W
12 KATRINA PL
PALM COAST, FL 32164

BOLSER SANDRA GAIL & RONALD W&H
36 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

BONDARCHUK VICTOR
6307 N E 4TH AVE
VANCOUVER, WA 98665

BOUDREAU JAMIE & JASON H&W
4 KALMAR PLACE
PALM COAST, FL 32164

BOUDREAU JASON & JAMIE H&W
4 KALMAR PLACE
PALM COAST, FL 32164

BRADY VIKTORIYA
1100 CANOPY WALK LANE
APT 1122
PALM COAST, FL 32137

BRAGG ROOSEVELT
3 KATHRYN CT
PALM COAST, FL 32164

BRANNAN TALMADGE L
20 POLLY COURT
COVINGTON, GA 30016

BRASLAVSKIY MIKHAIL
79 AVENUE U #28
BROOKLYN, NY 11223

BREA JUAN J & CHRISTINA D H&W
36 ZAUN TRAIL
PALM COAST, FL 32164

BREGAUDIT REYNALDO A
4 RIVERGLEN DRIVE
THIELLS, NY 10984

BRITT JOSEPH D SR & KAREN E H&W LIFE ESTATE
48 KASHMIR TRAIL
PALM COAST, FL 32164

BRITT JOSEPH JR & KAREN H&W LIFE ESTATE
48 KASHMIR TRAIL
PALM COAST, FL 32164

BROCKWAY TRISHA FLOYD
39 ZINNIA TRAIL
PALM COAST, FL 32164

BROWN H DUANE & MARY JANE BROWN H&W
15 KALAMAZOO TRAIL
PALM COAST, FL 32164

BROWN PHILIP
8 ZOFFWOOD COURT
PALM COAST, FL 32164

BUCHSBAUM MICHAEL & PATRICIA BUCHSBAUM JTWROS
13 KASHMIR TRL
PALM COAST, FL 32164

BUNNELL LG LLC
PO BOX 357742
GAINESVILLE, FL 32635

BURGGRAF WILLIAM H & BETTY H&W
9 ZINC PL
PALM COAST, FL 32164

CACCAVALE JOSEPH
3 ZINC PLACE
PALM COAST, FL 32164

CAHILL PHILIP & KAREN TERRANCE JTWROS
36 KALAMAZOO TRAIL
PALM COAST, FL 32164

CAMPBELL CASEY W & MELISSA J H&W
13 WHITTIER LANE
PALM COAST, FL 32164

CAMPBELL GREGORY C & ERIKA J H&W
9 KALE COURT
PALM COAST, FL 32164

CAMPBELL ROBERT R & JANICE H&W
PO BOX 2443
BUNNELL, FL 32110

CARDONA ADRIAN AMET &
DALILA A H&W LIFE
ESTATE
3 KAFTAN COURT
PALM COAST, FL 32164

CASTRO ALEJANDRO &
ERNESTINA
90-22 202ND STREET
HOLLIS, NY 11423

CATALANO MICHELE M
LIFE ESTATE
42 ZAUN TRAIL
PALM COAST, FL 32164

CATE BARBARA D
1 ZIEGLER PLACE
PALM COAST, FL 32164

CAVA JOSEPH A & LAUREN
M CAVA
2 ZONAL COURT
PALM COAST, FL 32164

CECIL LARRY E & GINA D
H&W
880 CR 302
BUNNELL, FL 32110

CERON OMAR GILDARDO &
EUFRACIA MEJIA JTWROS
1 ZORRO CT
PALM COAST, FL 32164

CHANDLER JOSHUA &
REBECCA LYNN
CHANDLER H&W
13 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

CHANEY ANDREA RANARD
11 ZOFFINGER PL
PALM COAST, FL 32164

CHANEY GENE EDWARD
11 KALANCHOE CT
PALM COAST, FL 32164

CHAO SARON & MOS M
CHAO W&H
4 ZOFFWOOD COURT
PALM COAST, FL 32164

CHATMON TYRONE
15 KATRINA PLACE
PALM COAST, FL 32164

CHEREMNYKH VIKTORIYA
& YURIY V CHEREMNYKH
JTWROS
18 ZORACH PLACE
PALM COAST, FL 32164

CHU ROBERT LEY & MARIA
JULIA H&W
4224 WOODFARE LANE
NORTHWEST
KENNESAW, GA 30152

CINTRON JULIO C JR &
CAROL MOELLENDORF II
H&W
4 ZAUN CT
PALM COAST, FL 32164

CITY OF PALM COAST
FLORIDA
160 LAKE AVENUE
PALM COAST, FL 32164

CLARK MATTHEW & STACY
PORTINARI JTWROS
67 KALAMAZOO TRAIL
PALM COAST, FL 32164

CLARK RICHARD S &
ELIZABETH M H&W
8 KASHGAR COURT
PALM COAST, FL 32164

CLARKE JENNIFER
7605 GLENWOOD RD
BROOKLYN, NY 11236

CLAYBURN ERIC
10 ZONAL COURT
PALM COAST, FL 32164

CLIFFORD HOUSE LLC
39 FARRADAY LANE
PALM COAST, FL 32137

CLOER LORI ANN RUNDELL
TRUSTEE
70 ZAUN TRAIL
PALM COAST, FL 32164

CLYMER TROY L & TRACEY
L H&W
27 ZOELLER COURT
PALM COAST, FL 32164

COLE GARY W LIFE
ESTATE
10 KAISER PLACE
PALM COAST, FL 32164

COMIAN X TAX LIEN FUND
LLC
700 ROUTE 130 N STE 101
CINNAMINSON, NJ 08077

CONNER ROBERT M
3 ZODIAC PLACE
PALM COAST, FL 32164

COOPER THOMAS M &
DAWN A COOPER H&W
5 ZANZIBAR COURT
PALM COAST, FL 32164

COPSY JOHN
4 ZONAL COURT
PALM COAST, FL 32164

CORBETT THOMAS A &
LOUISE A H&W
6 ZAUN COURT
PALM COAST, FL 32164

CORTE-REAL LIDIA LIFE
ESTATE
5 ZAMORO PL
PALM COAST, FL 32164

COULSON SCOTT & CATHY HAMILTON JTWROS
13 KATSURA TREE PLACE
PALM COAST, FL 32164

COULTER TIMOTHY J & LINDA P H&W
54 KASHMIR TRIAL
PALM COAST, FL 32164

COURY RICHARD ALEXANDER & TERI SUSAN HOLLEY JTWROS
61 KALAMAZOO TRAIL
PALM COAST, FL 32164

COVELL STANLEY DEAN TRUST
12 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

COWLES RONALD E
2 ZAMORO PLACE
PALM COAST, FL 32164

CRANDALL JONAH CHRISTOPHER
49 KALAMAZOO TRAIL
PALM COAST, FL 32164

CRISMAN JAMES E & SHERRI A H&W LIFE ESTATE
41 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CRISP GERARD A
37 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CRONE CALVIN & JESSICA H&W
23 ZINNIA TRAIL
PALM COAST, FL 32164

CUCCINELLO NICHOLAS & ROSANNE S H&W
4 ZOFFINGER PLACE
PALM COAST, FL 32164

CUMBER LAUREN B & BRADLEY O CUMBER H&W
16 ZORACH PLACE
PALM COAST, FL 32164

CUNNINGHAM JEAN & ORVILLE LIFE ESTATE
4 ZORACH PLACE
PALM COAST, FL 32164

CUNNINGHAM MICHAEL
8848 78TH STREET
WOODHAVEN, NY 11421

CUNNINGHAM MICHAEL ANTONIO
38 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CUNNINGHAM ORVILLE & JEAN LIFE ESTATE
4 ZORACH PLACE
PALM COAST, FL 32164

CUNNINGHAM OSWALD G & DELORES CLARK
2 ZOELLER COURT
PALM COAST, FL 32164

CUNNINGHAM PERUAL G & SHIRLEY H&W
6 ZORACH PLACE
PALM COAST, FL 32164

CUOMO ANTHONY & DOREEN H&W
17 KAFFIR LILY PLACE
PALM COAST, FL 32164

D'AMICO VICTORIA LYNN & JOHN JR H&W
636 SPRINGHARBOR DRIVE
WOODSTOCK, GA 30188

DA SILVA JENISSA DENEE LEITE & VINCIUS LEITE DA SILVA H&W
7 ZANZIBAR COURT
PALM COAST, FL 32164

DALLER CODY A & JENNA N DAVIS JTWROS
60 ZAUN TRAIL
PALM COAST, FL 32164

DAVIDSON ALFRED A & HAZELEY A H&W
70 BURNELL DRIVE
PALM COAST, FL 32137

DAVIS GREGORY A & HELEN MARIE DAVIS H&W
16 ERICKSON PLACE
PALM COAST, FL 32164

DAVIS THOMAS A & JERI L H&W
24 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

DAWLEY DAVID J & CYNTHIA J DAWLEY TRUSTEES
2 KALORAMA COURT
PALM COAST, FL 32164

DAY PHILLIP A & MAUREEN L
71 KATHLEEN TRAIL
PALM COAST, FL 32164

DEAN JACK D & ANA M AMC
40 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

DEBOER BEATRIX MARIA & JAMES B SIMMONS SR H&W
6 ZODIAC PLACE
PALM COAST, FL 32164

DEGUZMAN BERTY S & ALICE A H&W
21 KAFFIR LILY PLACE
PALM COAST, FL 32164

DEKOKER SCOTT & ROBIN H&W
1 KALORAMA COURT
PALM COAST, FL 32164

DELGADO JOSE LOUIS &
ELDA MARIA H&W
10 ZINC PLACE
PALM COAST, FL 32164

DELUCA FELIX A JR &
DIANA J H&W
1 ZAMIA PLACE
PALM COAST, FL 32164

DEMATTO FRANCIS L &
MARIA H&W
24 KAFFIR LILY PLACE
PALM COAST, FL 32164

DEMERS ALLEN S &
MICHELLE H&W
8 ZACHARIAS PLACE
PALM COAST, FL 32164

DENNIS J ROSSI &
KATHLEEN I ROSSI TRUST
4175 SANORA LN
ORMOND BEACH, FL 32174

DEONARINE INDARJIT &
OOMROUTIE DEONARINE
TRUSTEES
10 ZONAL GERANIUM TRAIL
PALM COAST, FL 32137

DEPASQUALE ANTHONY J
& MEGAN E MURPHY
JTWROS
5 ZEOLITE PLACE
PALM COAST, FL 32164

DERBUS ALEKSANDER
PALDISKI MNT
149-56 TALLINN ESTONIA
13517
,

DERILUS FRANTZ
120 SW SEA LION RD
PORT ST LUCIE, FL 34953

DESENA BERNARD &
CHRISTI LYNN DEWITT
DESENA H&W
58 KALAMAZOO TRL
PALM COAST, FL 32164

DHANANI RAJESH
608 JACKSON HILL STREET
HOUSTON, TX 77007

DIETRICH SHAWN & DIANA
DAY H&W LIFE ESTATE
9 ZODIAC PL
PALM COAST, FL 32164

DILELLO VINCENT C &
SALLIE M H&W
4 KAINITE PLACE
PALM COAST, FL 32164

DILLARD RONALD E &
BEVERLY M PEREZ
59 ZINNIA TRAIL
PALM COAST, FL 32164

DIMILLO JOHN M & KIRI A
W&H
17 KAISER PLACE
PALM COAST, FL 32164

DINGMAN MICHAEL S &
DAINORA P AMC
7 KAFFIR LILY PLACE
PALM COAST, FL 32164

DINI ALEX & THERESA H&W
TRUSTEES
12 STEINBACH PLACE
WESTWOOD, NJ 07675

DIPPOLITO SHAWN & TORI
ANTHONY JTWROS
52 KALAMAZOO TRAIL
PALM COAST, FL 32164

DOBBYN DARREN &
MEGAN STAUFFACHER
JTWROS
16 ZOELLER CT
PALM COAST, FL 32164

DODSON RONALD &
CHARLOTTE DODSON H&W
202 SUMMERHAZE COURT
ORMOND BEACH, FL 32174

DOEZIE JAMES A & JUDY K
LO H&W
22516 LAKE FOREST LANE
LAKE FOREST, CA 92630

DONAGHY KATHLEEN
35 ZINNIA TRAIL
PALM COAST, FL 32137

DONALD PEARL COWART
55 KALAMAZOO TRAIL
PALM COAST, FL 32164

DONGOSKE WARREN W &
SONYA T H&W
25 KAFFIR LILY COURT
PALM COAST, FL 32164

DORSTEN RYAN & KARA
DORSTEN H&W
15 ZONAL COURT
PALM COAST, FL 32164

DOVAL JESUS PEREZ &
MAYRA BEATRIZ MATA
PEREZ H&W
26 ZINNIA TRAIL
PALM COAST, FL 32164

DOWNER GWENDOLYN
TRUSTEES
17 ZAUN TRAIL
PALM COAST, FL 32164

DRIEMEIER ALLEN BRETT
KATHRYN DRIEMEIER
JTWROS
34 ZINNIA TRAIL
PALM COAST, FL 32164

DUNCAN TODD STEWART &
JEANNE ANN H&W
12 ZINNIA TRAIL
PALM COAST, FL 32164

DYCUS DWAYNE C &
NATALYA GENNADYEVNA
DYCUS H&W
59 KALAMAZOO TRAIL
PALM COAST, FL 32164

DYKEMAN ADRIAN B &
LAURA STEPHENSON
JTWROS
2 KAFTAN COURT
PALM COAST, FL 32164

EBERLIN HEATHER
18 ZONAL CT
PALM COAST, FL 32164

EDGINGTON IRIS E
13 ZIEGLER PLACE
PALM COAST, FL 32164

EDWARDS JAMES W &
MARTHA B EDWARDS H&W
9 KATSURA TREE PLACE
PALM COAST, FL 32164

EECL PROPERTIES LLC
27 WILDWOOD RD
SAG HARBOR, NY 11963

EECL PROPERTIES LLC
45 NEW YORK 25A STE D2
SHOREHAM, NY 11786

EHLEN DANIEL &
STEPHANIE H&W
35 KASHMIR TRAIL
PALM COAST, FL 32164

EHREN JORDAN TAYLOR &
BRANDI TAM DIHN &
MICHAEL LEE EHREN &
BRITT ALMAN H&W ET AL
2824 W PAXTON AVENUE
TAMPA, FL 33611

EILBECK JEFFREY M &
CONNIE M H&W
3 KAINITE CT
PALM COAST, FL 32164

ELLIOT WAYNE W & MARY
E H&W
41 ZINNIA TRL
PALM COAST, FL 32164

EP SAMMIT & PEO UM EP
H&W
2 ZAUNSTOWN PLACE
PALM COAST, FL 32164

ERNST ROBERT A & MARY
RUSSELL ERNST H&W
15 EDITH POPE DRIVE
PALM COAST, FL 32164

ERNST ROY C & MICHELLE
R H&W
22 KATHRYN PLACE
PALM COAST, FL 32164

ESCALANTE JOSEPH L
31 CHEROKEE DRIVE
SPRINGFIELD, MA 01109

ESTELA SPECS 6 LLC
2601 S BAYSHORE DRIVE
18TH FL
COCONUT GROVE, FL
33133

ESTELA SPECS 9 LLC
2601 S BAYSHORE DRIVE
18TH FL
COCONUT GROVE, FL
33133

ESTES DENNIS J
2 KAINITE PL
PALM COAST, FL 32164

EVANS WILDA Y & JOHN
SCOTT H&W
55 KASHMIR TRAIL
PALM COAST, FL 32164

EXCALIBUR ENERGY
GROUP LLC
11 SEA DRIFT TERRACE
ORMOND BEACH, FL 32176

FALIS OTO & MONIKA
FALISOVA H&W
47 ZINNIA TRAIL
PALM COAST, FL 32164

FALLON VERA
15 ZOFFER CT
PALM COAST, FL 32164

FARON STEVEN D &
VERONICA B H&W
21 ZOFFER COURT
PALM COAST, FL 32164

FENTY JOSHUA VINCENT
37 KALAMAZOO TRAIL
PAIM COAST, FL 32164

FERGUSON ANJELLA E
3310 NILES STREET
SILVER SPRING, MD 20906

FERGUSON-SIMMONS
SHERYL & DAVID ANDRE
W&H
4 KASHGAR COURT
PALM COAST, FL 32164

FERMIN RAUL E &
CONCEPCION C H&W
1128 WEST DRUMMOND PL
CHICAGO, IL 60614

FERREIRA ANDREA &
CLAUDIA CORRALES
JTROWS
6 ZAUNSTOWN PLACE
PALM COAST, FL 32164

FERREIRA BRIAN & MARIA
FERREIRA JTWROS
1 EASTWICK PLACE
PALM COAST, FL 32164

FIELDS GREGORY JAMES &
SARAH F H&W
5 ZACHARY PL
PALM COAST, FL 32164

FIGUEROA JENNIFER F
8 ZAHAROFF
PALM COAST, FL 32164

FKH SFR N LP FIRSTKEY HOMES
600 GALLERIA PARKWAY
SUITE 300
ATLANTA, GA 30339

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

FLAGLER COUNTY HOLDINGS LLC
PO BOX 351016
PALM COAST, FL 32135

FLAGLER HOLDINGS III LLC
PO BOX 2228
FLAGLER BEACH, FL 32136

FLEER GALINA
18 ZINC PLACE
PALM COAST, FL 32164

FLINCHUM SUSAN D
34 ZAUN TRAIL
PALM COAST, FL 32164

FLORES CARMEN
30 RENSHAW DRIVE
PALM COAST, FL 32164

FLORIDA LAND TRUST NO 3530 FORTUNA DR FLA
TRUST SERVICES LLC TRUSTEE
PO BOX 6367
JACKSONVILLE, FL 32236

FORESTIER JOSEPH F & SANDRA J
42 CENTRAL STREET
SAUGUS, MA 01906

FOSTER ANTHONY E JR & MELISSA S TRUSTEES
3 KALE COURT
PALM COAST, FL 32164

FOWLER SAMUEL & LINDSAY H&W
4 ZAUNSTOWN PLACE
PALM COAST, FL 32164

FREIGI RABIH Z & ALLISON A FREIGI H&W
16 ZINNIA TRAIL
PALM COAST, FL 32164

FULLMAN STEPHEN P
4 ZEPPELIN COURT
PALM COAST, FL 32164

FURMANEK REX & EMILIA PAFFUMI JTWROS
13 ZINNIA COURT
PALM COAST, FL 32164

GALINDO REX K & DANA L GALINDO H&W
PO BOX 2290
FLAGLER BEACH, FL 32136

GALUSHA JOHN M & REBECCA C H&W
8 KALANCHOE CT
PALM COAST, FL 32164

GALVAN JOSUE & MARISOL H&W
PO BOX 220
BUNNELL, FL 32110

GANO LUBOMIR & KLAUDIA GANOVA H&W
25 SCRANTON PKWY
OXFORD, NJ 07863

GANTERT MICHAEL EDWARD & DONNA O H&W
3 ZOFFWOOD CT
PALM COAST, FL 32164

GARCIA CARMEN TRUSTEE
2387 SW 5TH STREET
MIAMI, FL 33135

GARCIA JOAQUIN JR & JOAQUIN GARCIA SR JTWROS
8 ZODIAC PL
PALM COAST, FL 32164

GARDNER ALBERT T LIFE ESTATE
5 KAISER CT
PALM COAST, FL 32164

GARDNER JOHN RIDGELY JR LIFE ESTATE
C/O VIRGINIA CRAVEN
5502 GORDONSVILLE RD
KESWICK, VA 22947

GENDLER GREGORY A & ZINAIDA GENDLER H&W
564 HEATHERTREE LANE
SAN JOSE, CA 95129

GENOVESE ANTHONY
90 S PENNINGTON RD
NEW BRUNSWICK, NJ 08901

GERASIMENKO YEVGENIY & JULIE AMC
9991 SARATOGA DRIVE NORTHEAST
SALEM, OR 97305

GESSWEIN F CLARK & JANICE H
15120 HONSENA DRIVE
CENTREVILLE, VA 22020

GIACCONE AXEL A & RAMON M GIACCONE TIC
718 TURKEY CREEK
ALACHUA, FL 32615

GIBSON CHRISTINA & JAQUELINE KISSMAN JTWROS
50 KASHMIR TRAIL
PALM COAST, FL 32164

GIRALDO WILI N OCAMPO & ELVIA A HURTADO RAMIREZ H&W
49 ZINNIA TRAIL
PALM COAST, FL 32164

GLASER ROBERT A
24 NORTHVIEW RD
NEW PROVIDENCE, NJ
07974

GLIKINA MARINA &
STANISLAV GLIKIN W&H
12 WALTER PLACE
PALM COAST, FL 32164

GMYR VITALIY
10 KALORAMA COURT
PALM COAST, FL 32164

GOLDBERG DAVID S &
AMANDA J RASLOWSKY
H&W
116 KARAS TRAIL
PALM COAST, FL 32164

GOLLON COREY J & LAURA
G H&W
11 ZINNIA COURT
PALM COAST, FL 32164

GOMES GERALD E
9 ZINNIA COURT
PALM COAST, FL 32164

GOMEZ ADONIS KHALIL &
JAZMIN ISABELLA
VALENCIA-GOMEZ H&W
6 KAFFEE CT
PALM COAST, FL 32164

GONZALEZ MARIELA M
2 ZODIACAL PLACE
PALM COAST, FL 32164

GOODMAN BRITTNEY
JANEE & STEVEN L BROWN
JTWROS
61 ZINNIA TRAIL
PALM COAST, FL 32164

GORALSKI ANDREW
JOSEPH & IRENE H&W
44 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

GORDON BRUCE
1 KATHRYN PLACE
PALM COAST, FL 32164

GORDON ROY
14 ZODIAC PLACE
PALM COAST, FL 32164

GOSS WILLIAM ANTHONY &
KIM MARIE H&W
31 KASHMIR TRL
PALM COAST, FL 32164

GOURIN ALEXANDER
45 NORTHSHORE DRIVE
PALM COAST, FL 32137

GRATI IGOR
3845 MAPLE AVE
BROOKLYN, NY 11224

GRATI IGOR & VIOREL
SANDUTA & INA
SIRETEANU H&W
29 LAGARE STREET
PALM COAST, FL 32137

GRAVELLE DONNA M &
DENNIS R GRAVELLE
JTWROS
20 KALAMAZOO TRL
PALM COAST, FL 32164

GREENSLADE BROS LLC
205 WEST LAMBERT
STREET
BUNNELL, FL 32110

GREISS THOMAS & JOANN
H&W & LOUIS MICHAEL
GREISS JTWROS
28 ZEPHYR LILY TRL
PALM COAST, FL 32164

GRETCHEN GLENN D &
KRISTI H&W
6 ZACHARY PLACE
PALM COAST, FL 32164

GRIEST DAVID ALLAN &
MICHELLE HARRIS H&W
LIFE ESTATE
60 KASHMIR TRL
PALM COAST, FL 32164

GRIFFITH CHAD &
HARMONY M LOTT H&W
18 ZINNIA TRAIL
PALM COAST, FL 32164

GRIFFITH KAREN KEMBA
GRIFFITH JTWROS
6 KAINITE PL
PALM COAST, FL 32164

GRILLI JACK & ILISSA
SHAPIRO H&W
316 2ND ST
GREENPORT, NY 11944

GRIMES JAMES B &
SHARON M H&W
42 KALAMAZOO TRAIL
PALM COAST, FL 32164

GRISHIN DENIS V
277 SAYRE DRIVE
PRINCETON, NJ 08540

GROHOLSKI THOMAS
16 ZEPHYR LILY PLACE
PALM COAST, FL 32164

GUERCIN VITALINE &
SANDRA GUERCIN
JTWROS
115 KARAS TRAIL
PALM COAST, FL 32164

GULPE VLADIMIR &
TATIANA H&W
22 EMPIRE DRIVE
BRADFORD ONTARIO
CANADA L3Z 4J1,

GUNDY WILLIAM W &
TAMMY L LONGO JTWROS
14 ZINNIA TRAIL
PALM COAST, FL 32164

GUTIERREZ LINDA D
113 MADELENA DR
LA HABRA, CA 90631

GUZMAN OSVALDO
1 CARDWELL COURT
PALM COAST, FL 32137

HAGERTY MARILYN R
3 ZAUNSTOWN PLACE
PALM COAST, FL 32164

HAKOBYAN SIRANUSH
83 ZAUN TRAIL
PALM COAST, FL 32164

HAMILTON CATHY A &
SCOTT S COULSON
JTWROS
13 KATSURA TREE PLACE
PALM COAST, FL 32164

HAMPTON JORDAN
ALEXANDRA & DAVID
BRANDON HAMPTON W&H
500 SHADY OAKS DR APT
106
PALM COAST, FL 32164

HARTZLER MARK D
8 ZITHER COURT
PALM COAST, FL 32164

HASH DALE EDWARD &
ALICE FAY H&W
2 ZANZIBAR CT
PALM COAST, FL 32164

HASHEM EHAB
ABDELSALAM & OMNEYA R
IBRAHIM H&W
10 ZIEGLER PLACE
PALM COAST, FL 32164

HAVLIN LAUREL
68 ZAUN TRAIL
PALM COAST, FL 32164

HAYES ALEXANDER &
RACHEL H&W
3 ZONAL CT
PALM COAST, FL 32164

HEAR THEANG SOK &
HEANG HEAR JTWROS
4758 ALLISON CREEK RD
YOUR, SC 29745

HEERASINGH SAVITRIE &
FRANKLIN HEERASINGH
101-11 159TH AVE
HOWARD BEACH, FL 11414

HENDERSON CHARLES E &
KATHY G TRUSTEES
10 ZACHARIAS PLACE
PALM COAST, FL 32164

HENRY MATTHEW SEAN
37 ZINNIA TRAIL
PALM COAST, FL 32164

HERBST ALICIA & RICHARD
H&W
13 KATRINA PLACE
PALM COAST, FL 32164

HERMANN BONNIE & LYLE
W&H
16 KALAMAZOO TRL
PALM COAST, FL 32164

HERNANDEZ FELIX MARIO
& MARIA ELENA H&W
8 KAINITE COURT
PALM COAST, FL 32164

HERNANDEZ MARGARITA
57 ZAUN TRAIL
PALM COAST, FL 32164

HIDAKA FABIO A & JULIA
RANGEL DE MELLO H&W
23 ZONAL CT
PALM COAST, FL 32164

HODGES CHARLES &
ALICIA BURY JTWROS
2 ZAMMER COURT
PALM COAST, FL 32164

HOFER PATRICIA W LIFE
ESTATE
41 ZAUN TRAIL
PALM COAST, FL 32164

HOLIDAY BUILDERS INC
2293 WEST EAU GALLIE
BOULEVARD
MELBOURNE, FL 32935

HOLMAN T NELLY
764 LIVINGSTON DR
ALLEN, TX 75002

HOOKER MELVIN &
PATRICIA H&W
3 LLETHORNE PLACE
PALM COAST, FL 32164

HOOKER MELVIN &
PATRICIA H&W
3 LLETHORNE PLACE
PALM COAST, FL 32137

HOOVER RANDY A & JONI L
LOMBARDI JTWROS
13 ZONAL GERANIUM
COURT
PALM COAST, FL 32164

HORROCKS TOBY & CATHY
H&W
317 22ND ST S
FLAGLER BEACH, FL 32136

HORTON ROBERT E &
BRENDA A H&W
5 KAFFIR LILY PLACE
PALM COAST, FL 32164

HORTON SUZANNE
47 ZONAL GERANIUM TRAIL
PLAM COAST, FL 32164

HUBER WALTER RUSSELL
GUARDIAN FOR RUSSELL
W HUBER
5 KAISER PLACE
PALM COAST, FL 32137

HUDA SYED M
31 ZINNIA TRAIL
PALM COAST, FL 32164

HUEMME PETER F JR &
DOROTHY
28 ABBOTT LANE
HICKSVILLE, NY 11801

HUERTA JUAN G &
JENNIFER M H&W
17 KATHRYN PLACE
PALM COAST, FL 32164

HUGHES LISA & SUSAN M
LESAGE TIC
17851 SW 4TH CT
PEMBROKE PINES, FL
33029

HUMPHREY WAYNE ALAN
& KELLY PERKINS CLARK
JTWROS
18 ZONAL GERANIUM CT
PALM COAST, FL 32164

HUNT-WILSON VICKIE L
3 ZACHARIAS PL
PALM COAST, FL 32164

HUTH RONALD SCOTT &
JACQUELINE MARIE HUTH
H&W
27 KALAMAZOO TRAIL
PALM COAST, FL 32164

IANIRO ALBERT III & NINA
H&W LIFE ESTATE
28 KASHMIR TRAIL
PALM COAST, FL 32164

IBRAHIM OMNEYA R
10 ZIEGLER PLACE
PALM COAST, FL 32164

INVITATION HOMES 7
FLORIDA LP
C/O INVITATION HOMES
2525 FRYE ROAD STE 300
CHANDLER, AZ 85224

JACKSON ANDREW III &
JOLEEN RHAE H&W
29 KASHMIR TRAIL
PALM COAST, FL 32164

JACKSON GREG &
ANGELICA H&W
95-1050 PAKAU ST
MILILANI, HI 96789

JACOBSON DOUGLAS R
P O BOX 920
BUNNELL, FL 32110

JAMES CHERYL L
9 ZORACH PLACE
PALM COAST, FL 32164

JAMES MARTHA P LIFE
ESTATE
15 ZORRO COURT
PALM COAST, FL 32164

JAMWANT DEVANAND
8759 114TH ST
RICHMOND HILL, NY 11418

JIMENEZ GUILLERMO
56 KALAMAZOO TRAIL
PALM COAST, FL 32164

JOAN F TAYLOR
REVOCABLE LIVING
TRUSTEE AGREEMENT
24 ZONAL GERANIUM
COURT
PALM COAST, FL 32164

JOHN R & MARGOT H&W &
JONATHAN P MUIR &
NICHOLAS G TRUSTEES
JTWROS
11 KASTAL DRIVE
RIDGE, NY 11961

JOHNSON ANNIE LOUISE
14 ZOFFER COURT
PALM COAST, FL 32164

JOHNSON-BIRKETT
ANGELA RENEE & CAREY
JOHNSON-BIRKETT ACM
1 ZAMMER COURT
PALM COAST, FL 32164

JOHNSON DORIC JOYCE
289 MADISON AVE
IRVINGTON, NJ 07111

JOHNSON GARY E &
ANTONINA H&W
15 ZOELLER COURT
PALM COAST, FL 32164

JOHNSON REBECCA
10 KATRINA PLACE
PALM COAST, FL 32164

JOHNSON WAYMON SR &
LYNELL F JORDAN H&W
17 ZINC PLACE
PALM COAST, FL 32164

JOHNSTON THERESA L
9 ZONAL COURT
PALM COAST, FL 32164

JOHNSTON TODD E
1 ZEIDLER PLACE
PALM COAST, FL 32164

JONES LAURA ANNA &
KENNETH BRUCE H&W
66 ZAUN TRL
PALM COAST, FL 32164

JORGE MERCEDES LIFE
ESTATE
742 NW 173 TERR
PEMBROKE PINES, FL
33029

KAHOUD RAYMOND
GEORGE TRUSTEE
9 KALANCHOE COURT
PALM COAST, FL 32164

KANE BARBARA
8 KAFFEE CT
PALM COAST, FL 32164

KASHEPAROV DANIEL
VALENTIN
65 KASHMIR TRAIL
PALM COAST, FL 32164

KASPARIAN PAUL
2310 SHELL AVE
INDIALANTIC, FL 32903

KATE PROPERTY GROUP
LLC
57 NEW LEATHERWOOD
DR
PALM COAST, FL 32137

KEECH NICHOLAS
RUSSELL & GWINDOLYN M
KEECH H&W
26 KALAMAZOO TRAIL
PALM COAST, FL 32164

KEGEL BONNIE E &
MICHAEL J WAYNE
16 KAISER PLACE
PALM COAST, FL 32164

KEHRLE GWYN D &
MATTHEW W&H
16 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

KELLEY RAYMOND SCOTT
& DENNIS MICHAEL YOUNG
AMC
5 ZAMIA PLACE
PALM COAST, FL 32164

KENNEY TIMOTHY & ROBIN
H&W
14 KAISER PLACE
PALM COAST, FL 32164

KEO SOKHOM DANNY &
RUTH DUL H&W
792 BRAHMA ST
PASO ROBLES, CA 93446

KETTERER AARON &
KRISTIN H&W
2 ZOFFWOOD CT
PALM COAST, FL 32164

KIDD JUSTIN & ALYSSA
H&W
3 FOX HOLLOW DRIVE
ORMOND BEACH, FL 32174

KILLMAN CRAIG R
11 KASBAH PLACE
PALM COAST, FL 32164

KINCAID JERRY & SONYA
H&W
6 KASBAH PLACE
PALM COAST, FL 32164

KING AMANDA
4 KALORAMA CT
PALM COAST, FL 32164

KING J MARSHALL &
SHARON M H&W
20 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

KINNEY DOUGLAS &
PATRICIA H&W LIFE
ESTATE
63 ZAUN TRAIL
PALM COAST, FL 32164

KLEINER LARISA
11 WOLFE DRIVE
HILLSBOROUGH, NJ 08844

KNOTT KELLY JO & TROY
ALLEN KNOTT W&H
7 ZOFFER CT
PALM COAST, FL 32164

KNOX MICHAEL & KAREN L
H&W LIFE ESTATE
15 ZINC PLACE
PALM COAST, FL 32164

KNYKIN OLEG & IRINA A
KNYKIN H&W
53 KASHMIR TRL
PALM COAST, FL 32164

KOENIG DAVID W & LYNN S
H&W
2 ZAMIA PLACE
PALM COAST, FL 32164

KONDOR FRANK J &
JOANNE M H&W
26 KAFFIR LILY PL
PALM COAST, FL 32164

KONDRATIUK RUSLAND &
IVAN KONDRATIUK &
DARYNA KONDRATIUK
JTWROS
7863 DOE TRAIL WAY
ANTELOPE, CA 95843

KOONS CINDY PATTERSON
& ROY S PATTERSON III &
TOM PATTERSON
407 TYLER STREET
SANDUSKY, OH 44870

KOREN RAYMOND & JULIE
H&W
1215 BALLAST POINT DR
MANTEO, NC 27954

KORI SUBASH G TRUSTEE
9541 5TH PLACE
LORTON, VA 22079

KORTH DONNA M &
JOSEPH F W&H
18 ZIEGLER PL
PALM COAST, FL 32164

KOVALCHUK ELENA &
VICTOR H&W
3458 SPRING ROSE WAY
SACRAMENTO, CA 95827

KRAMME SCOTT &
MARGARET H&W
1 ZACHARY PL
PALM COAST, FL 32164

KRASSOVSKIY ALEXANDR
& LYUDMILA
KRASSOVSKAYA
7 KATHRYN COURT
PALM COAST, FL 32164

KRUELSKIE JOSHUA L
6 ZINNIA COURT
PALM COAST, FL 32164

KUCHAR THEODORE
36 KASHMIR TRAIL
PALM COAST, FL 32164

KUCKUCK JAROD
28 ZINNIA TRAIL
PALM COAST, FL 32164

KUHN EDWARD T &
COLLEEN M H&W
7 KATSURA TREE PL
PALM COAST, FL 32164

KULBAKA ALLA
25 ZAUN TRAIL
PALM COAST, FL 32164

KULESKI GLORIA TRUSTEE
48 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

KUZHEL ANGELA
18 KATHRYN PLACE
PALM COAST, FL 32164

KUZMIN VERA
PO BOX 352293
PALM COAST, FL 32135

LACOSTE VIRGINIA &
ROBERT W MULKEY AMC
12 ZINNIA COURT
PALM COAST, FL 32164

LADYZHINSKY LEV & ELLA
H&W LIFE ESTATE &
GENNADY LADYZHINSKY &
RIMMA GOLDBERG
4 ZANZIBAR CT
PALM COAST, FL 32164

LAGARE LAND TRUST
29 LAGARE STREET
PALM COAST, FL 32137

LAIRD DANIEL & SHANDRA
H&W
12 ZONAL COURT
PALM COAST, FL 32164

LAKE POINTE VILLAS LLC
185 CYPRESS POINT
PKWY, STE 7
PALM COAST, FL 32164

LANE KENT & LAURA
MADDOCK H&W
29352 LAS CRUCES
LAGUNA NIGUEL, CA 92677

LATOUCHE ROBERT
19 ZONAL GERANIUM
COURT
PALM COAST, FL 32164

LAUGHLIN JAMES ROBERT
NEILSON & NANCY IRENE
H&W
15 ZONAL GERANIUM
COURT
PALM COAST, FL 32164

LAWRENCE RANDALL LEE
& BARBARA BROCK H&W
6 ZONAL COURT
PALM COAST, FL 32164

LE GOUARD MATTHIEU
EDOUARD RENE & JENA
CHERI SINGH H&W
4 ZONAL GERANIUM CT
PALM COAST, FL 32164

LEASURE TERRY L &
DOLLIE L H&W
24 KASHMIR TRL
PALM COAST, FL 32164

LEDESMA WALTER
2330 SW 6TH ST
MIAMI, FL 33135

LEEMAN LORNE L & LISA K
H&W
30 KALAMAZOO TRAIL
PALM COAST, FL 32164

LEGARDA GEORGE
PAUNAN & JANETHLYN
GERALDE H&W
17 ZINNIA CT
PALM COAST, FL 32164

LENNON JOHN & SHEILAH
CLARK H&W
8 KALE COURT
PALM COAST, FL 32164

LEONARD NICHOLAS
24 ZORACH PLACE
PALM COAST, FL 32164

LEVITIN YEVGENIYA &
CHRISTOPHER J CHAPUT
W&H
106 RIVER STREET
JERSEY CITY, NJ 07302

LEWANDOWSKI JAMES
67 ZAUN TRAIL
PALM COAST, FL 32164

LEWIS LEVERN BILL &
PATRICIA LYNN LEWIS
TRUSTEES
57 KALAMAZOO TRAIL
PALM COAST, FL 32164

LINDAHL JACOB DANIEL &
BRIANNA MARIE H&W
16 ZODIAC PLACE
PALM COAST, FL 32164

LINDSTROM EDWIN O III
TRUSTEE
7 ZEOLITE PLACE
PALM COAST, FL 32164

LINZAN FRANK P & MARIA
M SOTO JTWROS
19 ZAUN TRAIL
PALM COAST, FL 32164

LOCKWOOD DON E &
ARDELE C H&W
10 ZITHER COURT
PALM COAST, FL 32164

LOPEZ RONALD A &
JESSENIA H&W
4 KATSURA TREE PLACE
PALM COAST, FL 32164

LOVELACE LEYLA
1796 OCEAN SHORE BLVD
ORMOND BEACH, FL 32176

LUCCA ANTHONY JOSEPH
& STEVEN WESLEY
HAZZARD JTWROS
45 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

LUCKETT JOSEPH CURRIE
PO BOX 982
DAYTONA BEACH, FL 32115

LUZIO EDWARD DENNIS &
DANIEL LAVON LUZIO
JTWROS
19 ZITHER COURT
PALM COAST, FL 32164

M & T LES PROPERTIES
19 EMMONS LANE UNIT A
PALM COAST, FL 32164

MADRIZ ALBA
4 KING ARTHUR CT
CASSELBERRY, FL 32707

MAGUIRE BARBARA K
57 KASHMIR TRAIL
PALM COAST, FL 32164

MAHAN THOMAS & JUDY
H&W
20 ZEPHYR LILY TRL
PALM COAST, FL 32164

MANDT PATRICIA M
44 ZINNIA TRAIL
PALM COAST, FL 32164

MARACHA DIOSDADO
43 GERARDINE PLACE
NEW CITY, NY 10956

MAREYEV VAL & ALLISON
MAREYEV & YEVGENIYA
MAREYEVA TRUSTEES
JOINT TRUST
12 ZAUN TRAIL
PALM COASTA, FL 32164

MARGIOTTA FRANK J &
CONNIE S H&W
11 KAISER PLACE
PALM COAST, FL 32164

MARINEZ KATARZYNA
39 ZAUN TRAIL
PALM COAST, FL 32164

MARQUES FERNANDO
SILVA
89 GOLDEN HILLS RD
DANBURY, CT 06811

MARTIN DONOVAN & LORI
MARTIN H&W
72 KASHMIR TRAIL
PALM COAST, FL 32164

MARTINEZ ARNOLDO JOSE
& RUTH P ONOFRE AMC
14 ZINNIA COURT
PALM COAST, FL 32164

MARTINO PATRICIA &
JOSEPH MARTINO W&H
6 ZEOLITE PL
PALM COAST, FL 32164

MARUSAK MICHELE D &
JAMES ROSS JR & LINDA R
HUGHES
2440 SOUTHVUE DR
PITTSBURGH, PA 15241

MARUT JOSEPH A & DAWN
P KNOWLDEN
74 ZAUN TRL
PALM COAST, FL 32164

MARZILLI RICHARD P
2 ZODIAC PL
PALM COAST, FL 32164

MASER KIMBERLY JOY &
JUSTIN MICHAEL H&W
9 ZACHARIAS PLACE
PALM COAST, FL 32164

MATHERS WILLIAM R &
SHARON L VALLASTER
JTWROS
42 ZINNIA TRAIL
PALM COAST, FL 32164

MATOS JACINTO JOSE &
DOMINGAS LURDES H&W
LIFE ESTATE
46 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

MATYI DANIEL JOHN & TINA
MARIE H&W CO-TRUSTEES
8 ZACHARY PLACE
PALM COAST, FL 32164

MAXWELL BARBARA
73 ZAUN TRAIL
PALM COAST, FL 32137

MAZUR JANUSZ
5318B CANOGA AVE
WOODLAND HLS, CA 91364

MCBRIDE MAI W LIFE ESTATE
6 ZOFFINGER PLACE
PALM COAST, FL 32164

MCCABE SEAN WILLIAM & MADISON SCHALIE H&W
7 ZONAL GERANIUM COURT
PALM COAST, FL 32164

MCCOY DOMINIQUE B
18130 KARA CT
TAMPA, FL 33647

MCDONALD RICHARD TODD & MICHELE RENEE MCDONALD H&W
14 ZINC PL
PALM COAST, FL 32164

MCGUIRE TIMOTHY J & BOBBI MCGUIRE H&W
22 ZORACH PLACE
PALM COAST, FL 32164

MCKEOWN ERIN
3 ZAMORO PLACE
PALM COAST, FL 32164

MCKEOWN ERIN M
3 ZAMORO PLACE
PALM COAST, FL 32164

MCKINNEY TIFFANY & JERMAINE W&H
4 KAISER COURT
PALM COAST, FL 32164

MCLEVY MALCOLM J & DONNA SACHI H&W
37 FAIRCHILD DR
BETHEL, CT 06801

MCMILLAN DAVID G & EILEEN M MCMILLAN H&W
19 ZINNIA TRAIL
PALM COAST, FL 32164

MCPHERSON MICHAEL C & DOROTHY T H&W LIFE ESTATE
P O BOX 1725
BUNNELL, FL 32110

MEAD JULIA N
23 ZAUN TRAIL
PALM COAST, FL 32164

MEDINA ALBERT & BETSABE PEREZ
7 KAISER PLACE
PALM COAST, FL 32164

MEDINA RAFAEL A
5 KALANCHOE CT
PALM COAST, FL 32164

MEDLEY DAVID ALPHONSO
10 ZONAL GERAMIUM COURT
PALM COAST, FL 32164

MENDEN MICHAEL T & BEATRICE L MENDEN H&W
9 ZOELLER COURT
PALM COAST, FL 32164

MENDEZ EFRAIN & DORA ALICIA H&W
2 ZINNIA COURT
PALM COAST, FL 32164

MERCADO ROBERT
178 PRITCHARD DR
PALM COAST, FL 32164

MICELI NICHOLAS S & AMELIA G H&W
43 EAST 45TH STREET
BAYONNE, NJ 07002

MID FLORIDA HOUSING PARTNERSHIP INC
1834 MASON AVE
DAYTONA BEACH, FL 32117

MILES VICTOR L SR & DYNEL E H&W
3 ZINNIA CT
PALM COAST, FL 32164

MILLER REBECCA L & GEORGE SHERMAN MILLER W&H
6 KATHRYN PLACE
PALM COAST, FL 32164

MIRAL CORP
636 BROADWAY STE A
SAN DIEGO, CA 92101

MIZRAHI YONEH
1472 52RD STREET APT 6C
BROOKLYN, NY 11219

MOLNAR MICHAEL A & JENNIFER LYNN H&W
12 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

MONKEVITCH EUGENE
46 N PARK CIRCLE
PALM COAST, FL 32137

MONROE WALTER B IV & TERESA M H&W
17 KASBAH PL
PALM COAST, FL 32164

MOORE TIRRELL MICHAEL & LASHAKIA DESQUESHEEL MOORE H&W
38 ZINNIA TRAIL
PALM COAST, FL 32164

MORCOS SELIM A & MARY
28204 KENTON LANE
SANTA CLARITA, CA 91350

MORIE WILLIAM & RENEE H&W
1 ZEPPELIN COURT
PALM COAST, FL 32164

MORRISON MONICA E LIFE ESTATE
33 ZINNIA TRAIL
PALM COAST, FL 32164

MORRISSEY FREDERICK GEORGE JR & ROSWITHA H&W LIFE ESTATE
11 KASHMIR TRAIL
PALM COAST, FL 32164

MOXSON SOPHIA
2525 DEER HOLLOW
HUDSON, OH 44236

MOY SO SIM & KWOK HAY MOY
84 COOLIDGE ST
BROOKLINE, MA 02146

MPC LOTS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

MROCHKO TARAS & TETIANA H&W
63 WOOD HAVEN DRIVE
PALM COAST, FL 32164

MUIR LINDA C
19 ZORACH PLACE
PALM COAST, FL 32164

MUNSEY DAVID E & ALICE M H&W
111 KARAS TRAIL
PALM COAST, FL 32164

MYERS CHERYL & TIMOTHY AMC
23 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

NAIR GOPINATHAN G & SHYAMALA H&W
6 ZOFFER CT
PALM COAST, FL 32164

NARONA LLC
21 CLASSIC COURT
PALM COAST, FL 32137

NEE KARLTON G
68-34 LOUBET STREET
FOREST HILLS, NY 11375

NELSON MATTHEW & ERIN GRIFFIN H&W
1 ZINC PL
PALM COAST, FL 32164

NEMETH MILANA
25 ZOELLER COURT
PALM COAST, FL 32164

NESTE MARILYN G LIFE ESTATE
21 ZONAL GERANIUM COURT
PALM COAST, FL 32164

NGUYEN NGOC LAN THI & TRUONG NGUYEN W&H
1195 EUREKA AVE
LOS ALTOS, CA 94024

NGUYEN THAO LY THI
9 KASHGAR COURT
PALM COAST, FL 32164

NICOLOSI NEIL V TRUSTEE
3 KAISER COURT
PALM COAST, FL 32164

NORBERG RICHARD & LINDA H&W
9 ZONAL GERANIUM COURT
PALM COAST, FL 32164

NUNEZ ALBERT SR & ALEXANDRIA H&W
21 KATHRYN PLACE
PALM COAST, FL 32164

NUVIEW TRUST CO FBO LILIYA TEMNOROD IRA & MIKHAIL TEMNOROD IRA
280 S RONALD REAGAN BLVD #200
LONGWOOD, FL 32750

OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, P.A.
P.O. BOX 612
DELAND, FL 32721

OBERDIER JAMES MYRON & YEZAIRA YVETTE RIVERA H&W
7 KASBAH PLACE
PALM COAST, FL 32164

OCHOA CLAUDIA
37 WESTERN CONCOURSE
AMITY HARBOR, NY 11701

OFFORD JOHN & CONNIE H&W
6121 WEST 117TH AVENUE
CROWN POINT, IN 46307

OLMEDA DIANE
40 HAMILTON STREET
ALLENTOWN, NJ 08501

ONE THIRD CONSTRUCTION LLC
4 BRIGHTON ROAD SUITE 204
CLIFTON, NJ 07012

OSIBORSKI KEITH
8 ZINC PLACE
PALM COAST, FL 32164

OTLR BMO 2 LLC
4 BRIGHTON RD #204
CLIFTON, NJ 07012

OTLR BMO 3 LLC
11900 N BAYSHORE DRIVE
MIAMI, FL 33181

OWEN TERRENCE W &
ANNETTE C H&W & TERRY-
ANN E OWEN JTWROS
17 ZORRO COURT
PALM COAST, FL 32164

OWENS DEBORA
4 KAINITE COURT
PALM COAST, FL 32164

PADILLA FELIX & IRNA H&W
5 KAFFEE COURT
PALM COAST, FL 32164

PAGAN RAUL E & CARMEN
R
11 ZONAL GERANIUM TRL
PALM COAST, FL 32164

PAGANO PAUL PHILIP LIFE
ESTATE
30 ZINNIA TRAIL
PALM COAST, FL 32164

PAHANISH PAULA K
16 ZIEGLER PLACE
PALM COAST, FL 32164

PALM COAST PROPCO LLC
45 BROADWAY 25TH
FLOOR
NEW YORK, NY 10006

PANASENKOV OLGA &
SERGEY H&W
12300 PUEBLO RD
GAITHERSBURG, MD 20878

PANEK JEFFREY
129 EAST DEZENG STREET
CLYDE, NY 14433

PAPPAS MARTHA &
OURANIA
1160 84TH STREET
BROOKLYN, NY 11228

PAREDES-PUCCI JORGE H
& GRACIELA N PAREDES
H&W
40 ZAUN TRAIL
PALM COAST, FL 32164

PARGAS PAUL & AINO
C/O TINA SAVO
2521 RYCE DR.
WALDORF, MD 20601

PARKER KEITH & DEBRA R
H&W
9 KAFFIR LILY PLACE
PALM COAST, FL 32164

PAVLOVSKA SVETLANA
2 ZAFTIG COURT
PALM COAST, FL 32164

PEER MICHAEL VAUGHN
72 ZAUN TRAIL
PALM COAST, FL 32164

PEMBER ROBERT E & M
JENNIFER H&W
23 KAFFIR LILY PLACE
PALM COAST, FL 32164

PENA KIARA FRAGUADA &
GABRIEL RAMOS H&W
64 ZAUN TRAIL
PALM COAST, FL 32164

PENEGOR DIANE LYNN &
MICHAEL ARTHUR W&H
4 ZODIACAL PL
PALM COAST, FL 32164

PEREIRA ANDRE &
DELLAMARIE H&W
80 FORRESTER PLACE
PALM COAST, FL 32137

PEREZ DE ALEJO JORGE L
& DANIEL A PEREZ DE
ALEJO
417 LIBERTY ST
LITTLEFERRY, NJ 07643

PERRY SESWICK DONALD
4639 ARTESIAN ROAD
LAND O LAKES, FL 34638

PETRETTI CHARLENE
30 ZAUN TRAIL
PALM COAST, FL 32164

PHELPS DAVID & CHERYL
PHELPS H&W
8 ZINNIA CT
PALM COAST, FL 32164

PHELPS NATHAN ANDREW
& AMBER LYNN H&W
13 ZOFFER COURT
PALM COAST, FL 32164

PHIPPS ALICE MARIE &
JAMES MARK WATSON
H&W LIFE ESTATE
20 ZITHER COURT
PALM COAST, FL 32164

PICONE LESLIE E &
CHARLES G MACALUSO
W&H
45 KALAMAZOO TRL
PALM COAST, FL 32164

PINAEVA YOURI & IRINA
H&W & KRISTINA &
EKATERNIA KOTENKO
JTWROS
74 KASHMIR TRL
PALM COAST, FL 32164

PINO RAUL M & TERESA J
PINO H&W
5 KALE COURT
PALM COAST, FL 32164

PITTMAN CASSANDRA SUE
& JAMES ANTHONY
GONZALES JTWROS
3 ZACHARY PLACE
PALM COAST, FL 32164

PLATZER RENATE SHADY
OAKS
3204 QUEEN PALM DRIVE
EDGEWATER, FL 32414

POGAS KATHY & STACY V
TINGER JTWROS
24 KALAMAZOO TRL
PALM COAST, FL 32164

POILLUCCI CESIDIO &
MARGARET
10 KASBAH PLACE
PALM COAST, FL 32137

PONTORNO ALLEN LIFE
ESTATE
20 WENDOVER LANE
PALM COAST, FL 32164

POORE JACKIE W & DAWN
E OAKWOOD-POORE H&W
11 ZIEGLER PLACE
PALM COAST, FL 32164

POTEKHIN YEVGENIY &
ELLA H&W
16711 COLLINS AVE APT
1202
SUNNY ISLES BEACH, FL
33160

PRATTE ALAIN J II &
REBECCA A PRATTE H&W
16 ZINNIA COURT
PALM COAST, FL 32164

PRICE NORA E
19 ZORRO COURT
PALM COAST, FL 32164

PRIMELLES CELIA
ALEJANDRA LIFE ESTATE
9021 SW 21 STREET
MIAMI, FL 33165

PRITT RICHARD J
51 AUBERRY DR
PALM COAST, FL 32137

PRONESTI CARMELLO M &
KAYLA B H&W
7058 WATER MILL ST
PALMETTO, FL 34221

PROPERTY POTENTIAL LLC
29 HAMMOCK BEACH
PKWY
PALM COAST, FL 32137

PYTEL NICOLE
18 ZINNIA COURT
PALM COAST, FL 32164

QUINN THOMAS P & ADELE
M H&W LIFE ESTATE
11 ZITHER COURT
PALM COAST, FL 32164

RANKIN LYNN EDMONDS
12 KASBAH PL
PALM COAST, FL 32164

RAUCH JOSEPH T &
BARBARA E
7300 MARISA DRIVE
GREENSBORO, NC 27455

RAUSCHER DARYL & LANA
H&W
PO BOX 607
BUNNELL, FL 32110

RAWLINS KEVIN DALTON &
JEAN FRIEDL H&W
45 KASHMIR TRAIL
PALM COAST, FL 32164

REBARBER FRED
241 S RIVERWALK DRIVE
PALM COAST, FL 32137

REINSMITH MARTIN
675 CONCORD RD
NAZARETH, PA 18064

REIS MANUEL & MARIA
REIS
235 LAKE STREET
VERNON, CT 06066

RESTREPO CESAR
AGUSTO
17 ZONAL CT
PALM COAST, FL 32164

RETTAGLIATA RONALD &
BARBARA
182 WOEHRLE AVE
STATEN ISLAND, NY 10312

REYES BYRON F & GINA A
H&W
1137 AMBER VISTA LANE
KNOXVILLE, TN 37914

REYNOLDS TIMOTHY &
MARIE H&W
35 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

REZNICHENKO IGOR &
NADEZHDA CHEBAN H&W
11 ZINC PL
PALM COAST, FL 32164

RICHARDSON WILMA LIFE
ESTATE
63 KALAMAZOO TRAIL
PALM COAST, FL 32164

RIEHL ROBERT TRUSTEE
16 MADISON AVE
PORT CHESTER, NY 10573

RINKER ROBERT R & LINDA
L H&W
8 KAFFIR LILY PLACE
PALM COAST, FL 32164

RIORDAN CYNTHIA
9 EDWIN LN
PALM COAST, FL 32164

RIVERA JESSICA
2 KASHGAR CT
PALM COAST, FL 32164

RIVERA OSVALDO &
STEPHEN P FULLMAN
JTWROS
4 ZEPPELIN COURT
PALM COAST, FL 32164

ROBERTS GRIGOR &
HAKOBYAN SIRANUSH
JTWROS
6 ZAMIA PLACE
PALM COAST, FL 32164

ROBERTS PERRY LEE &
KATHLEEN D H&W
3 ZAMIA PLACE
PALM COAST, FL 32164

RODA STELLA I & NANCY M
RODA TRUSTEES
P O BOX 218
WILLOUGHBY, OH 44096

RODRIGUEZ ANGEL &
CHRISTINE H&W
117 KARAS TRAIL
PALM COAST, FL 32164

RODRIGUEZ ERIC
3510 DURHILL STREET
HOUSTON, TX 77025

RODRIGUEZ LILIANA DEL
CARMEN & MELODY NAZAL
SIVRI JTWROS
11 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

RODRIGUEZ SANDRA
12 ZIEGLER PLACE
PALM COAST, FL 32164

RODRIGUEZ VILMA &
JASMINE FLORES FLORES
JTWROS
110 KARAS TRAIL
PALM COAST, FL 32164

RODRIQUEZ IRMA L
12 KASHGAR CT
PALM COAST, FL 32164

ROESCH JEFF J JAMES SR
& MARIA T H&W
9 ZOFFINGER PLACE
PALM COAST, FL 32164

ROESCH JEFFREY J &
MARIA T H&W
11 ZAUN TRL
PALM COAST, FL 32164

ROLLOFF BETTY JANE
1 ZODIAC PLACE
PALM COAST, FL 32164

ROSIEK DAVID A &
ELIZABETH A H&W
48 ZAUN TRAIL
PALM COAST, FL 32164

ROTHEY STEPHANIE
SNOW & ALLEN GEORGE
JR H&W
5 ZAHAROFF PLACE
PALM COAST, FL 32164

ROWSELL CHARLES JR &
SIEW LEE-ROWSELL H&W
8 KALORAMA COURT
PALM COAST, FL 32164

RUBIN JEANNETTE M &
DALE M TRUSTEES
14 ZITHER COURT
PALM COAST, FL 32164

RUBINO ANTHONY
THOMAS
4 ZAMMER COURT
PALM COAST, FL 32164

RUIZ FRANCISCO & DENISE
RUIZ H&W
68 KALAMAZOO TRAIL
PALM COAST, FL 32164

RUPE NICHOLAS SCOTT &
PATRICIA ANN RUPE H&W
7 KAFFEE COURT
PALM COAST, FL 32164

RYNNE BERNADETTE I
6020 DALAFIELD AVE
RIVERDALE, NY 10471

SABEK AMR & SANDRA
LILIANA RODRIGUEZ H&W
12 ZIEGLER PLACE
PALM COAST, FL 32164

SALYERDS STEPHEN C
13 ZORACH PLACE
PALM COAST, FL 32164

SAMOFAL ALEKSANDR &
YELENA SAMOFAL H&W
100 BROOK AVE
STATEN ISLAND, NY 10306

SANCHEZ ANTHONY J &
JESSICA R H&W
8 KAINITE PLACE
PALM COAST, FL 32164

SANCHEZ JOSE A & LUISA
A & ALIDA G SANCHEZ
18711 NW 79 COURT
MIAMI, FL 33015

SANCHEZ KRYSTEL
AILEMA & RICHARD W&H
9 KAISER PLACE
PALM COAST, FL 32164

SANDOR SYLVESTER R &
ANNE H&W TRUSTEES
30 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

SANGSTER GEORGE
1 ZEOLITE PLACE
PALM COAST, FL 32164

SANITATE FRANCES C
29 ZAUN TRAIL
PALM COAST, FL 32164

SANTA MARIA DAVID A &
DENISE L SANTA MARIA
H&W
48 KALAMAZOO TRAIL
PALM COAST, FL 32164

SANTOS FERNANDO S
SOSA & JANIL D VALENCIA
H&W
5 ZODIAC PLACE
PALM COAST, FL 32164

SAPIR DMITRY & INES
SAPIR H&W
12 RIVERBEND
PALM COAST, FL 32137

SATHYAMURTHY
VENKATESAN
111 BUMBLE BEE CIRCLE
SHREWBURY, MA 01545

SCHENCK DOUGLAS L &
SHANNON H&W
4 KASBAH PL
PALM COAST, FL 32164

SCHMIDT SIEGMUND &
CHRISTINA H&W
27 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

SCHROEDER DANIEL M &
LINKA M TRUSTEES
760 VALA DRIVE
SANTA BARBARA, CA 93111

SCHUBERT MATTHEW K &
JOANNE H&W
3 ZONAL GERANIUM
COURT
PALM COAST, FL 32164

SEAGATE HOMES LLC
185 CYPRESS POINT
PARKWAY SUITE 7
PALM COAST, FL 32164

SEARFOSS RONALD ELERY
& DAE BOO SEARFOSS
H&W
13 KAFFIR LILY PLACE
PALM COAST, FL 32164

SECOND AVENUE SFR
HOLDINGS III LLC
SECOND AVE C/O RYAN
LLC P O BOX 4900
SCOTTSDALE, AZ 85261

SEELEY GARY & TAMMY
H&W TRUSTEES
4081 CAMPA LANE
ORMOND BEACH, FL 32174

SEIFERT MICHAEL BLAINE
& KRISTYN TAYLOR
STEFFENS TIC
4 ZIEGLER PLACE
PALM COAST, FL 32164

SFR JV-2 2024-2
BORROWER LLC
TRICON RESIDENTIAL C/O
RYAN LLC P O BOX 4900
SCOTTSDALE, AZ 85261

SHEEHAN RALPH G LIFE
ESTATE
ACI #115 38996 HWY 82
ASPEN, CO 81611

SHERMAN ALEXANDER &
LUBA H&W
7011 CHIALA LANE
SAN JOSE, CA 95129

SHEVNINA ILONA &
ANDREY AFANASYEV H&W
34 KALAMAZOO TRL
PALM COAST, FL 32164

SHOLES PAUL MICHAEL
6 ZOFFWOOD COURT
PALM COAST, FL 32164

SHPAK BRIAN J
25 KASHMIR TRAIL
PALM COAST, FL 32164

SHVARTSBEYN BORIS &
RAISA TRUSTEES
96 PALMWOOD DRIVE
PALM COAST, FL 32164

SIDNEV DMITRY & YULIA
FOMINOVA H&W
7312 NW 25TH TER
BOCA RATON, FL 33496

SIM PASCUAL P & AUREA B
BELTRAN-SIM
75-18 193 ST
FRESH MEADOWS, NY
11366

SINCLAIR STEPHANIE
73 KASHMIR TRAIL
PALM COAST, FL 32164

SINGH GULWATANPREET
14 ZORACH PLACE
PALM COAST, FL 32164

SINISHTAJ TOLIJA &
CATHERINE
4 ZEBULON PLACE
PALM COAST, FL 32164

SKIDMORE RANDELL &
VICKI E SKIDMORE H&W
11 KAINITE PLACE
PALM COAST, FL 32164

SKINNER JO L
C/O DEA JOHNSON
1005 HARPERS WAY
ANDERSON, SC 29621

SMITH CHEYENNE M &
STACY DEE SMITH AMC
7 ZIEGLER PLACE
PALM COAST, FL 32164

SMITH DONALD J LIFE
ESTATE
7 ZINNIA COURT
PALM COAST, FL 32164

SMITH KENNETH D
12 ZOELLER COURT
PALM COAST, FL 32164

SMITH MICHAEL J &
PATRICIA H&W
59 ZAUN TRAIL
PALM COAST, FL 32164

SNACK GLORIA A
1 KAFFIR LILLY PLACE
PALM COAST, FL 32164

SOKOLOV VLADIMIR &
DINA SOKOLOVA H&W
560 RIVERSIDE DRIVE #6H
NEW YORK, NY 10027

SOLOMON WILFREDO &
BARBRA SOLOMON
OCONNOR
1 PIERSON GREEN
CROMWELL, CT 06416

SORIANO MARIO ZAMORA
LIFE ESTATE
12204 SMOKE RIDGE
CIRCLE S
JACKSONVILLE, FL 32225

SOTO MARIA
53 ZINNIA TRL
PALM COAST, FL 32164

SOTOLONGO JUAN J
15720 SW 100TH AVENUE
MIAMI, FL 33157

SPARKS WILLIAM C JR &
CONSTANCE A H&W
5 ZONAL CT
PALM COAST, FL 32164

SPENCER JASON
43 ZAUN TRAIL
PAIM COAST, FL 32164

STANZIANO MARK C
77 KASHMIR TRAIL
PALM COAST, FL 32164

STAPLETON LAWRENCE J
& CHARLENE M H&W
1 KATHRYN COURT
PALM COAST, FL 32164

STEINBERG DOROTHY ANN
& GLENN MAYNARD AMC
23 ZOELLER COURT
PALM COAST, FL 32164

STEINMEIER EDDA LIFE
ESTATE
34 SABAL BEND
PALM COAST, FL 32137

STERLING MADGE
22 ZONAL GERANIUM CT
PALM COAST, FL 32164

STEWART KRISTIN &
EMERSON H&W
18 KAFFIR LILY PLACE
PALM COAST, FL 32164

STEWART MICHAEL
HAMAN JR & COLLEN
NICOLE H&W
5 ZOFFINGER PLACE
PALM COAST, FL 32164

STOF HOLDINGS LLC
6300 STIRLING ROAD
HOLLYWOOD, FL 33024

STRATTAN BENJAMIN
18 ZITHER CT
PALM COAST, FL 32164

STUART BRIAN C & VIVIAN
M H&W
5 KAINITE COURT
PALM COAST, FL 32164

STUDER VIRGINIA M &
JOHN P NIEVES JTWROS
170 AVE C APT 9F
NEWYORK CITY, NY 10009

SUWINSKI MARVIN L &
MARY ANN QUINCI
SUWINSKI H&W
7 KATHRYN PLACE
PALM COAST, FL 32137

SWANSON BARBARA
LOUISE & YVONNE MARIE
AMC
9 KATHRYN PL
PALM COAST, FL 32164

SYROS TINA MARIE
12 ZINC PL
PALM COAST, FL 32164

SZAFRAN MELANIE &
THOMAS G SZAFRAN W&H
5 KAFTAN CT
PALM COAST, FL 32164

SZAFRAN THOMAS G &
MELANIE E H&W
5 KAFTAN COURT
PALM COAST, FL 32164

SZATKOWSKI ROBERTA A
LIFE ESTATE
41 KASHMIR TRAIL
PALM COAST, FL 32164

TALLMAN BLAINE PHILLIP
SR TRUSTEE
6 ZOLLER COURT
PALM COAST, FL 32164

TAYLOR BARBARA
10100 SQUIRREL LEVEL
ROAD
NORTH DINWIDDIE, VA
23803

TAYLOR WAYNE L
9 KAINITE PLACE
PALM COAST, FL 32164

TAZZETTO DAWN M
30 ZEPHRY LILY TRAIL
PALM COAST, FL 32164

TEARNE CHRIS DAMOND &
KIM M SPINELLI H&W
48 FARM STREET
DANBURY, CT 06811

TELL LEONID & SVETLANA
AUZHANOVA H&W &
DAMILYN LEONIDOVNA
TELL & DANA TELL
JTWROS
23781 HALBURTON RD
BEACHWOOD, OH 44122

TENNANT DOUGLAS
EDWARD
7 KALANCHOE COURT
PALM COAST, FL 32164

TENORI JONATHAN
58 KASHMIR TRAIL
PALM COAST, FL 32164

TENORIO BRYAN LIMA
68 BEACON MILL LN
PALM COAST, FL 32137

TEXIDOR REYNALDO
TRUSTEE
28 ZOELLER COURT
PALM COAST, FL 32164

THE JODIE WESLEY BEVEL
REVOCABLE TRUST EDNA
ROSETTA SAUNDERS-
BEVEL REVOCABLE TRUST
2 ZAUN COURT
PALM COAST, FL 32164

THOMAS SANDRA J LIFE
ESTATE
11 ZORACH PLACE
PALM COAST, FL 32164

TINGLE STEVEN & PAMELA
TINGLE
500 SHADOW LAKES BLVD
65
ORMOND BEACH, FL 32174

TOMIEV MYKHAILO &
TETIANA H&W
10 KALANCHOE COURT
PALM COAST, FL 32164

TONER ANN F
C/O DAMON TOBEY
19 ZOFFER CT
PALM COAST, FL 32164

TORRES IRVING PETER &
CANDELARIA DEL
SOCORRO H&W
21 ZINNIA TRAIL
PALM COAST, FL 32137

TORRES MICHAEL J &
LOURDES H&W
3117 BEAVER POND TRAIL
VALRICO, FL 33596

TOWNSEND LESLIE
15 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

TREFILIO ALAN & LINDA S
H&W LIFE ESTATE
16 ZONAL CT
PALM COAST, FL 32164

TRIANTILLIDIS NADIA
TRUSTEE
10024 WYATT RANCH WAY
SACRAMENTO, CA 95829

TRINIDAD ISAIAH R &
GERONIMA C TRINIDAD
TRUSTEES
1329 BAY MEADOWS DRIVE
BARTLETT, IL 60103

TUCKER RYAN MICHAEL &
CHRISTINA JACKIE H&W
61 ZAUN TRL
PALM COAST, FL 32164

TULLAI DANIEL W &
DOLORES M H&W
76 ZAUN TRAIL
PALM COAST, FL 32164

TUNG CHUN-YU & YUN-
YING LEE TUNG
NO 35 LANE 96 SEC 2
HSING LUNG RD TAIPEI
TAIWAN ROC
,

TURI WILLIAM A
8 KATSURA TREE PLACE
PALM COAST, FL 32164

TYNDAL ERICK JR
4 ZOELLER CT
PALM COAST, FL 32164

TYSIAK LAUREL ANN &
DAVID G TYSIAK W&H
617 GOLF PARK DRIVE
LAKE ARIEL, PA 18436

UNTERBRINK MICHAEL L &
CARRIE H&W
4520 W PRATT ROAD
DEWITT, MI 48820

URYAN BEGIKYA
14 NORTH LANE
GLEN COVE, NY 11542

US SIGNATURE HOMES
LLC
2729 E MOODY BLVD
BUNNELL, FL 32110

VAITKEVICUS RUSLANAS
30 ZOELLER COURT
PALM COAST, FL 32164

VALENTIN KIMBERLY &
ALEXIS HERNANDEZ W&H
5 KASHGAR COURT
PALM COAST, FL 32164

VANDYKE RAYMOND R &
DOROTHY J H&W
7 ZAHAROFF PLACE
PALM COAST, FL 32164

VASTAGH RICHARD E
3755 INNER CIRCLE DRIVE
AKRON, OH 44333

VILLAGE CAPITAL AND INVESTMENT LLC
1201 S ORLANDO AVE
SUITE 430
WINTER PARK, FL 32789

VILLAREAL ERNESTO RAMIREZ
290 WILSON AVENUE
APARTMENT 200
PERRIS, CA 92571

VINING ANTHONY J SR & MELANIE S H&W
3 ZANZIBAR COURT
PALM COAST, FL 32164

VINSON WALTER
6 ZANZIBAR COURT
PALM COAST, FL 32164

VLADOV IGOR & LARISA VLADOVA JTWROS
9809 COBBLESTONE LAKES COURT
BOYNTON BEACH, FL 33472

VOROBIEV KONSTANTIN
19 ZINNIA COURT
PALM COAST, FL 32164

VU JADEN & QUYEN T HO H&W
1 ZITHER CT
PALM COAST, FL 32164

WAGNER CHRISTOPHER
6 ZAMMER COURT
PALM COAST, FL 32164

WAJDA STEVEN EDWARD & KIM MARIE H&W
8 ZOFFER CT
PALM COAST, FL 32164

WALKER FAITH ANN LIFE ESTATE
8 ZAMMER CT
PALM COAST, FL 32164

WALTERS LEE SHEPHERD & DOUGLAS WILLIAM H&W
8 ZONAL COURT
PALM COAST, FL 32164

WANAT CAROL A
47 BLACKMAN ROAD
HEBRON, CT 06248

WARD DOUGLAS W LIFE ESTATE
1 ZOFFINGER PLACE
PLAM COAST, FL 32164

WARD JAMES K & THERESE M H&W
4 KALE COURT
PALM COAST, FL 32164

WARD ROBERT BRYAN IV & FAITH NYCOLE H&W
8 ZORACH PL
PALM COAST, FL 32164

WARNER LAURA
49 KASHMIR TRAIL
PALM COAST, FL 32164

WEBB MARY THORNTON
8 ZONAL GERMANIUM COURT
PALM COAST, FL 32164

WEICHAND LISA R
19 KATHRYN PL
PALM COAST, FL 32164

WEIR JAMES R & TONYA WEIR H&W
P.O. BOX 504
BUNNELL, FL 32110

WEISS BARRY M & GINA M H&W
163 EAST PENN STREET
LONG BEACH, NY 11561

WELLS LLOYD E & JOANN H&W
5 ZITHER COURT
PALM COAST, FL 32164

WENDORF DAVID & LISA K H&W
27 KAFFIR PLACE
PALM COAST, FL 32164

WENY GEORGE & SUSAN H&W TRUSTEES
2 ZOFFINGER PLACE
PALM COAST, FL 32164

WEST FRANK
14 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

WHITES ANTHONY SR & AAYANTE WHITES
1 ZORACH PL
PALM COAST, FL 32164

WHITTAKER ANGELA KAY & ALBERT CLIVE H&W
21 ZONAL GERANIUM TRL
PALM COAST, FL 32164

WIDMER RICHARD W & HEIDI H&W
12 ZITHER CT
PALM COAST, FL 32164

WILBURN JEREMY PHARISS
7 ZOELLER CT
PALM COAST, FL 32164

WILKIE TAMMY LYNE
4 KATHRYN PLACE
PALM COAST, FL 32164

WILLARD KYLE WARREN & VALERIE LEIGH H&W
3901 ELVIS DR
CORPUS CHRISTI, TX 78414

WILLIAMS CHARLES L &
ARLENE R H&W
32 ZINNIA TRAIL
PALM COAST, FL 32164

WILLIAMS FLOYD ENRICO
& CAROLYN PRISCILLA
ARMBRISTER AMC
18 KALAMAZOO TRAIL
PALM COAST, FL 32164

WILLIAMS JACQUELINE F &
PAUL WRUBEL W&H
22 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

WILLIAMS MICHAEL A &
JASMIN D H&W
7 ZINC PLACE
PALM COAST, FL 32164

WILLIAMS THOMAS LIFE
ESTATE
9 ZAUN TRAIL
PALM COAST, FL 32164

WILLIAMSON DANIEL &
KRISTY H&W
2 ZIEGLER PLACE
PALM COAST, FL 32164

WISE CHOICE CUSTOM
HOMES INC
77 SOUTH LAKE DRIVE
PALM COAST, FL 32137

WISE VINCENT W JR &
KATHI K H&W
51 KASHMIR TRAIL
PALM COAST, FL 32164

WORK ETHIC LLC
4450 S TIFFANY DR SUITE
101
WEST PALM BEACH, FL
33407

YASHAYEV ARTUR &
GALINA YASHAYEVA
JTWROS
1528 KURELEK DRIVE
LITTLE ELM, TX 75068

YEATTS THOMAS EUGENE
& MELANIE K H&W LIFE
ESTATE
10 KAINITE PLACE
PALM COAST, FL 32164

YELLEN JOYCE
4 ZACHARY PLACE
PALM COAST, FL 32164

YEMELYANOV ALEXANDER
M & ALLA A YEMELYANOV
H&W & ALINA A
YEMELYANOV JTWROS
208 HOOKS MILL ROAD
AMERICUS, GA 31709

YOUNG WILLIAM ROBERT
III & LISA KATHLEEN
YOUNG H&W
10 KASHGAR COURT
PALM COAST, FL 32164

ZAVALKOVSKY EDWARD &
SVETLANA H&W
130 GOLDEN TRAIL MAPLE
ONTARIO, CANADA
L6A5A1,

ZBIHLE VALERIAN & NINEL
KIRIYEVA H&W
22 KAFFIR LILY PLACE
PALM COAST, FL 32164

ZDEBSKAYA YELENA &
ALEKSANDR ZDEBSKIY
W&H
23 WHITE HOUSE DR
PALM COAST, FL 32164

ZEHR WAYNE L & JANET L
ZEHR
7 ZONAL COURT
PALM COAST, FL 32164

ZHAMUKHANOVA TANZILA
11 ZONAL COURT
PALM COAST, FL 32164

ZION RICHARD & DORA
H&W
3 ZAHAROFF PLACE
PALM COAST, FL 32164

ZUBKOVA DENISA
14 KILIAN DRIVE
DANBURY, CT 06811

Neighborhood Meeting — Sign-In Sheet

Magnolia Trace Master Planned Development Rezoning

Wednesday, September 2, 2026 • 6:00 p.m. – 8:00 p.m. • City Hall, Jon Netts Community Wing (Council Chambers), 160 Lake Avenue, Palm Coast, FL 32164

Please print clearly. Information provided on this sheet will be submitted to the City of Palm Coast as part of the application record.

#	NAME (PLEASE PRINT)	PROPERTY ADDRESS	PHONE	EMAIL
1	Phil + Karen Cahill	36 Kalamazoo TRAIL	716-288-6991	kacahill99@icloud.com
2	NICOLOSI	3 KAISER CT	352-606-9555	EM4NEIL@GMAIL.com
3	NIV + BRIAN STUART	5 KAINITE CT	480-203-7266	brianstuart82@gmail.com
4	Julia Mead	23 Zaun Trl	386-316-8500	mead.julia@att.net
5	Darlene & Bryan Shelley	Kathleen Tr.	(609)290-0534	Harlydarly@aol.com
6	Linda & Alan Tessilio	16 Zonal Ct, PC	386-313-1211	Linn5451@yahoo.com
7	J Rawlins	45 Kashmir Tr	386 299 8976	jfrawlins0463@gmail.com
8	Mary Elliot	41 Zinnia Trl	386-283-3511	melliot526@gmail.com
9	Bruce Jones	66 ZAUN Trl	702-882-5913	crocodylus@Aol.com
10	Jeani Duarte	Clover	(760)553-5998	Jeanidistrict2@gmail.com
11	Antonio Amaral Jr	Palm Harbor PKwy	(386)931-4671	Tony@VotesforTony.com.
12	Robert + Janice Campbell	12 Zochonis Place	(386) 569-0832	jcampbellpcfl@gmail.com
13	Charles Macaluso	45 Kalamazoo Trl	908-963-3072	chasmacaluso@aol.com
14	WAYNE ZEHR	7 ZONAL CT.	716 727 8290	ZEHR396@GMAIL.com
15	ED BLITZ	35 ZAUN TR	386-503-2920	EABLitz35@GMAIL.Com
16	Patricia Peacock	Zaun Pl		infinity4andon@aol.com
17	DIANA GALERY			decijgalery@gmail.com
18				
19				
20				
21				
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23				

Neighborhood Meeting — Sign-In Sheet

Magnolia Trace Master Planned Development Rezoning

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Please print clearly. Information provided on this sheet will be submitted to the City of Palm Coast as part of the application record.

#	NAME (PLEASE PRINT)	PROPERTY ADDRESS	PHONE	EMAIL
1	Connie Eilbeck	3 Kainite Court, 32164	386-338-2664	jeffconnie@bellsouth.net
2	Jeff Eilbeck			
3	Douglas Ward	120 Ffinger Pl 32164	386-586-6034	dwwesward@yahoo.com
4				
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To: Terri Mashour, Project Manager

From: K. Bruce Jones, PhD

Re: Comments on Proposed Development and Permit Application (SAJ-2005-03550)

I am providing comments regarding the proposed project listed above for your consideration. I live in the Z section in the area above the proposed project area and am concerned about the alteration of the function of the Black Branch Swamp which currently abates flooding risks and conditions for the entire existing Z section. I have extensive experience conducting research on the importance of natural landscape features in providing ecological services (e.g., reduced flooding risks, water quality, and wildlife habitats) to communities at many different scales. My research spanned 36 years while working for the US Fish and Wildlife Service, EPA, and the US Geological Survey. Below are my comments.

The Proposed Fills

It is my opinion that the 13 acres of fill will not significantly reduce the amount of physical forested wetlands in the area. I applaud the builder for trying to maintain natural forested wetlands and the services that they provide as habitat and “sponges” to absorb water and significantly reduce flooding due to both water storage capacity, recycling of water in the ground water table, and reducing energy associated with extreme weather events. I do have concerns that the fills, as show on page 8 of the proposal, might result in the isolation of pieces of wetlands that may not be of sufficient size to abate extreme storm events. The increase in impervious surface associated with the development (houses, landscape alternations, and roads), combined with existing housing developments associated with the borders of the new development area, may overtax the smaller, fragmented forest wetlands resulting from fills to connect different parts of the development. Moreover, the loss of tree canopy coverage will increase the energy associated with downpours associated with extreme storm events and may increase the velocity of run-off water to the wetlands.

Unfortunately, the acreage of the developed area was not given in the proposal. I estimated the area to be approximately 130 acres based on what was provided. This may not be the actual amount.

Figures 1 and 2 point to specific fills that will isolate and fragment that larger wetland system. Even though the developer proposes to extend the two large drains coming off the Z section, there are many other smaller drains between homes and at the end of cu-de-sacs that abut to the forested wetland that drain into the larger wetland (Figure 3). These can be significant water inputs into the wetland complex, especially during storms. The entire Black Branch Swamp system, including the area around the proposed development, is dominated by horizontal sheet flow with no sloughs, runs, or creeks. The system also has a slope of 0.09% from the east side that abuts to the Z section to the location of the west drain located 0.3 miles south of Commerce Parkway on US Hwy 1. It also is comprised of soil structure that includes a clay layer that creates poor vertical percolation. Moreover, dense trees and ground liter also contribute to surface roughness and horizontal water movement. This means that water levels are likely to build up quickly in the new development area during a major storm event. Trees also contribute significantly to reduced energy associated with downpours during extreme weather events.

Although it is commendable that the developer offered mitigation through the mitigation bank credit system, this does not mitigate the impacts associated with the development itself.

I recommend that the Corp model each of these smaller, fragmented forested wetlands' ability to handle extreme storm events, including precipitation rates and energies associated with hurricanes. The model runs should include existing neighborhoods in the Z section that abut to the project area. Given the Black Branch Swamp characteristics, the Corp should use a dynamic tailwater model to evaluate "volume-stacking" that would occur during a multi-day hurricane event. Such a phenomena could result in backwater flooding into the Z section. Also, the Corp should incorporate "critical duration" of greater than 24 hours in its model runs, as the impacts of hurricanes can exceed 24 hours (see Figure 4). In summary, the Corp should run a series of dynamic hydrologic models to evaluate potential issues and impacts before approving the project as given in the proposal.

Listed Species

The list provided does not include State-listed species or species of special concerns that pertain to requirements affecting Palm Coast development. Gopher tortoises are one of those species that is very common in the area. Burrows and observations tend to be in small hammocks and upland areas that contain sandy soils. Therefore, the development area likely has these turtles. The fill areas are not likely to affect tortoises because the fills will be in areas that historically flooded. In fact, turtles may create burrows in the new fill areas, depending on the materials used by the Corp. In our neighborhood, we have a pair of tortoises that occupy a burrow on a sandy woodlot that hasn't been developed. The woodlot is actually connected to the larger Black Branch Swamp. The female tortoise often lays her eggs under the foundation of houses and along the larger drainage ditch. The neighbors have observed the male tortoise for a number of years and have named him Rocky.

Indigo snakes are on the list and are potentially in the area. They are known to be associated with tortoise burrows. The wildlife agencies involved in assessing the project should consider this possibility. There have been undocumented reports of Indigo snakes in Palm Coast.

Some of the species on the list, like the Florida Scrub Jay, may not or rarely occur in the project area. As such, the project should not jeopardize the continued existence of these species.

The extension of the two large drains coming off of the Z section may result in migration and new populations of the American Alligator, a species protected by "similarity of appearance." A six foot alligator was removed from a drain just south of us. Two alligators were removed from a drain that is further north in the Z section. The builder should consider this possibility as a result of the proposed development plan.

Water Quality

The new development will result in some contaminates and toxins making it into the adjacent Forest Wetlands. These would include pesticides, herbicides, and oils associated with automobiles. It is uncertain if these inputs would create any significant

problems such as uptake by birds or amphibians, or the death of trees and vegetation immediately adjacent to developed areas.

Cumulative Impacts

Based on the GIS property records that Flagler County maintains for the area, and from the Google Earth polygon acreage tool, I estimate the Black Branch Swamp area (enclosed to the west by US Hwy 1, to the north by Bunnell, to the east and southeast by the Z section and parts of the K section, and that are west and north of Belle Terre Blvd) to be approximately 1300 acres. This includes the area north and west of Commerce Parkway. A small area of the K section east of Belle Terre Blvd has 3 drains that go under the road and drain north into the Swamp, not east or south. Although the proposal mentions drainage of the Swamp to the east into Bulow Creek, I could not find any evidence of east drainage to this creek through drainage ditches. Google maps, Google Earth, and my personal field visits along the east and south border of the swamp indicate no east drainage. None of the major drains through the Z section connect to the drains on the east side of Belle Terre Blvd that would flow east (Figure 3). The only way these drains would connect would be if water flowed over Belle Terre Blvd, which is highly unlikely given the height of the road. This means that the only drain for the Black Branch Swamp is on the west side (Figure 3). This drains into Black Branch with connects downstream to the Haw Creek, an Order 1 creek. Because of the sheet flow water flow of the system and relatively small slopes (0.09%) from east to west, the Black Branch Swamp is a relatively closed system.

Under 40 CFR § 230.11(g**)**, the Corps is required to consider cumulative impacts. The EA should not view the 130 acres in isolation but must account for how this development -- combined with existing medium-density runoff—will alter the hydroperiod of the entire 1300 wetland complex, as saturated downstream conditions directly impede upstream drainage efficiency. As such, I request that the Corp conduct a Basin-Wide Cumulative Impact Study and a hydroperiod analysis of the receiving forested wetlands to evaluate how the new development might influence the entire 1300 acres of the Black Branch Swamp. It is important to incorporate already developed areas of the Z and K sections into the analysis/modeling as the addition of the proposed development might trigger a tipping point where the broader-scale

functions of the wetlands might be affected, due to cumulative effects from existing and new development (housing). Other cumulative effects to consider:

- Static Storage vs. Dynamic Flow**:** Wetlands are dynamic. If the 130 acres of new development are built on elevated fill, you are displacing thousands of cubic yards of storage. That water has to go somewhere, and it will "stack" vertically across the entire 1,300 acres. Using a static storage metric in the modeling will likely underestimate the potential impacts.
- As I mentioned earlier, the culvert at US Hwy 1 (0.3 miles south of Commerce Pkwy) is the "drain hole" for this 1,300-acre basin. That hole has a fixed size and elevation. If you increase the speed and volume of water entering the swamp from the Z Section, but the "drain hole" stays the same size, the 1,300-acre swamp will simply stay deeper for longer periods.
- Vegetation Shift**:** Mature hardwood swamps (Cypress, Maple, Gum) cannot survive permanent "deep water" stages. If the cumulative runoff from the new and existing developments keeps the water level just 6 inches higher than historical norms, the 1,300-acre forest will eventually transition into an open-water marsh or a cattail-dominated slough. You lose the canopy interception and the root-zone absorption that makes a swamp a "sponge."

Although not included as part of this assessment, I am concerned about future development in an around the Black Branch Swamp. A large, 419 acreage track of the Swamp north of the area being considered in this proposal, and that use to be under a Conservation designation, is no longer protected and is likely to be the next area to be developed since it is owned by the same group named in the current proposal and permit application (Figure 5). Moreover, in reviewing Flagler County's GIS property records, none of the lands within the Swamp are protected. So these facts create great concern about the future of this important landscape feature that helps mitigate one of Palm Coasts biggest issues as it grows … flooding!

Thank you for the opportunity to provide comments. Please feel free to contact me should you or anyone have any questions about my comments.

Sincerely,

K. Bruce Jones, PhD

702.882.5913

List of Figures

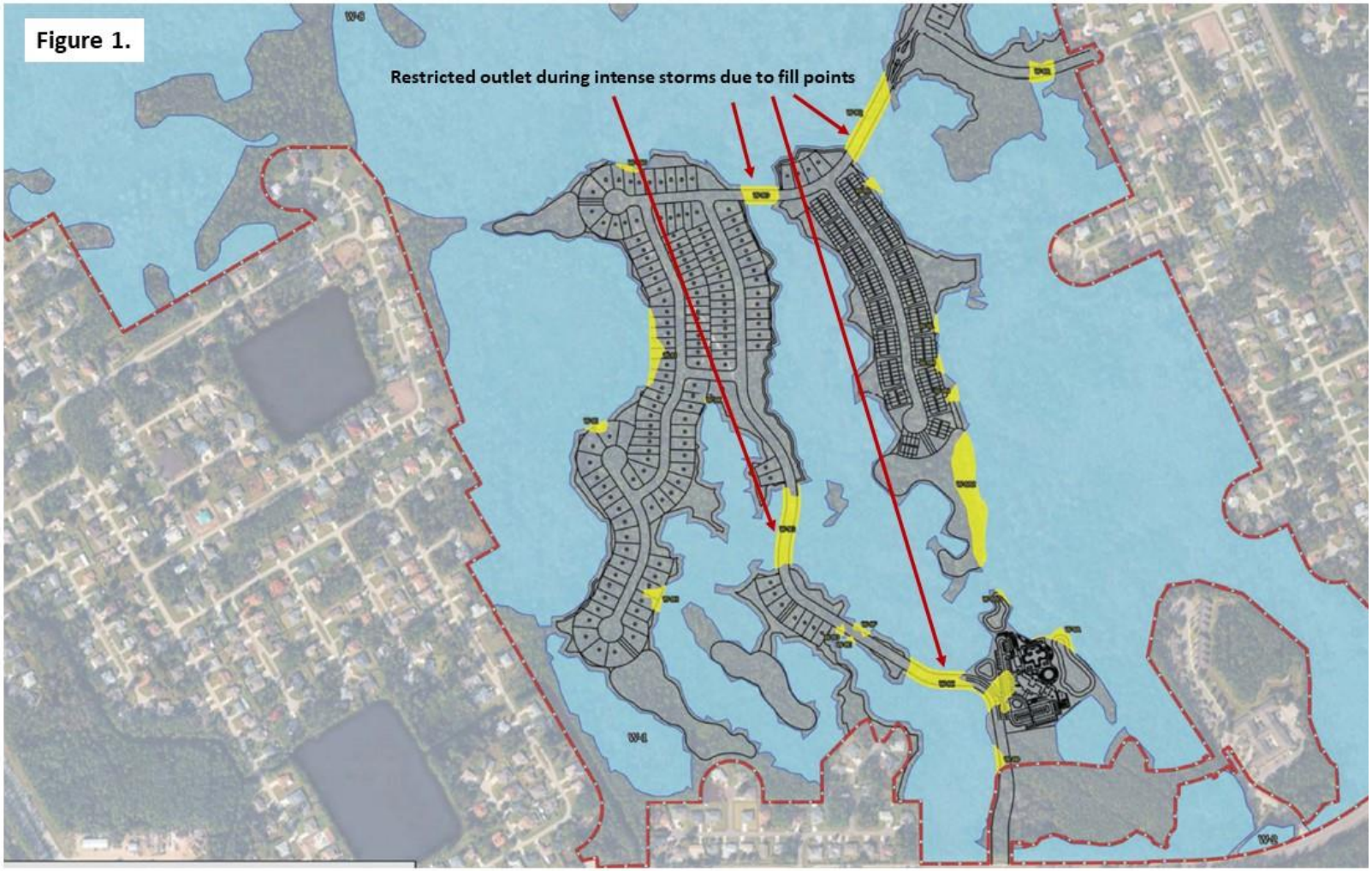
Figure 1. Outlet restrictions associated with fills in the south part of the development area.

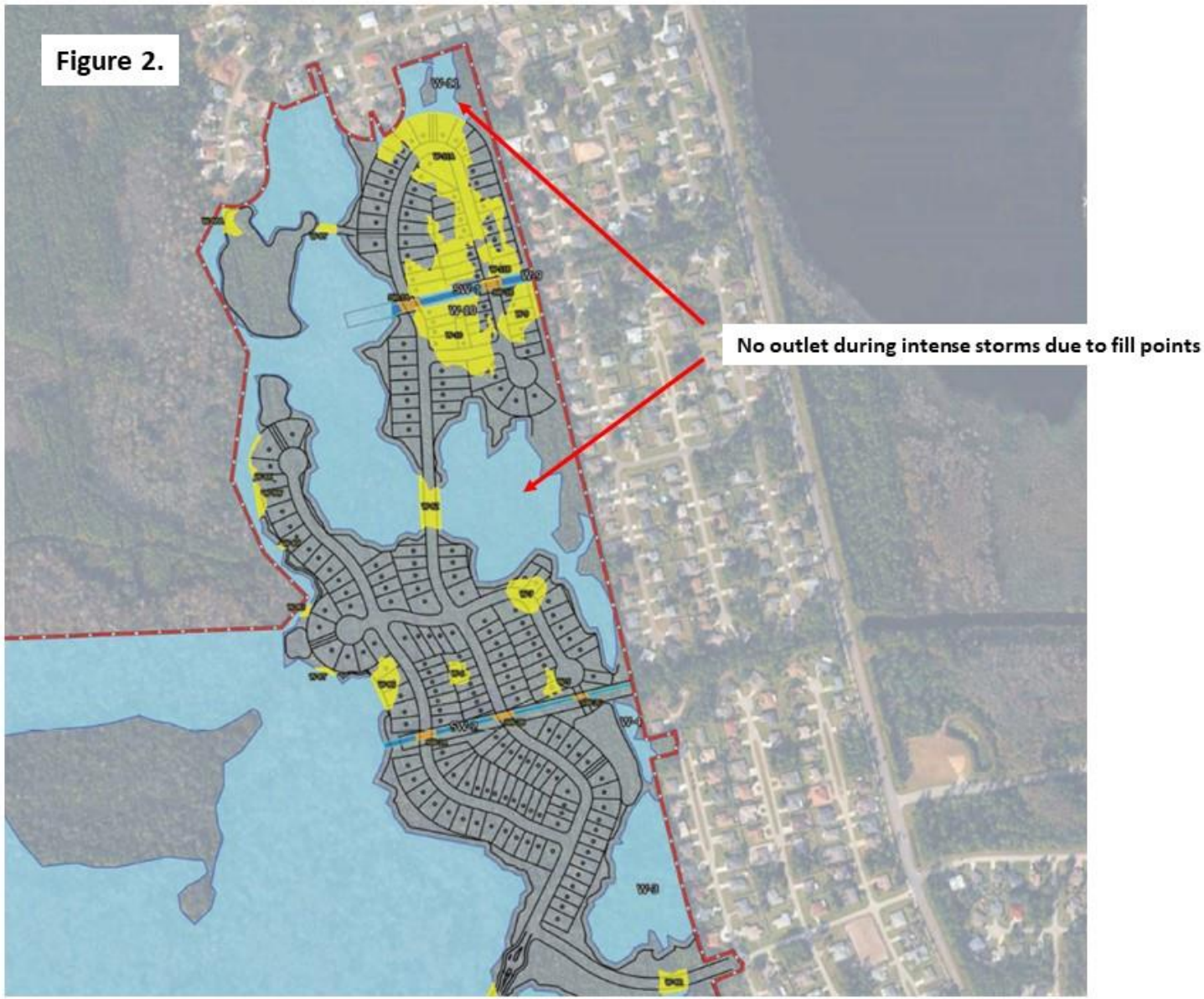
Figure 2. Outlet restrictions associated with fills in the northern part of the development area

Figure 3. The Black Branch Swamp overview with drainage information

Figure 4. USGS gage records on Haw Creek highlighting increases in flow due to Hurricane Milton in 2024

Figure 5. The 419 acre parcel that is now subject to future development


Figure 1.
Restricted outlet during intense storms due to fill points


Figure 2.
No outlet during intense storms due to fill points

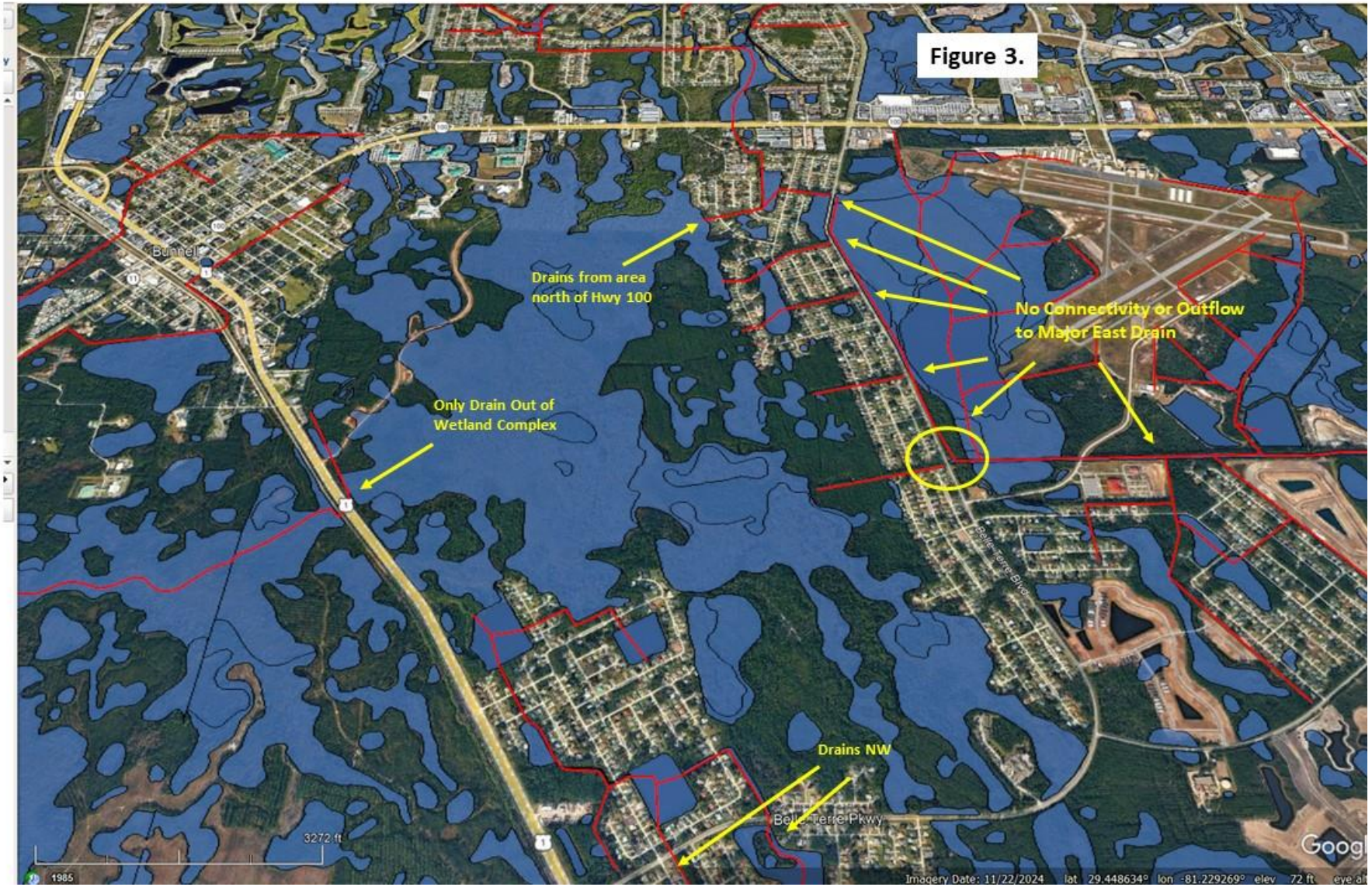
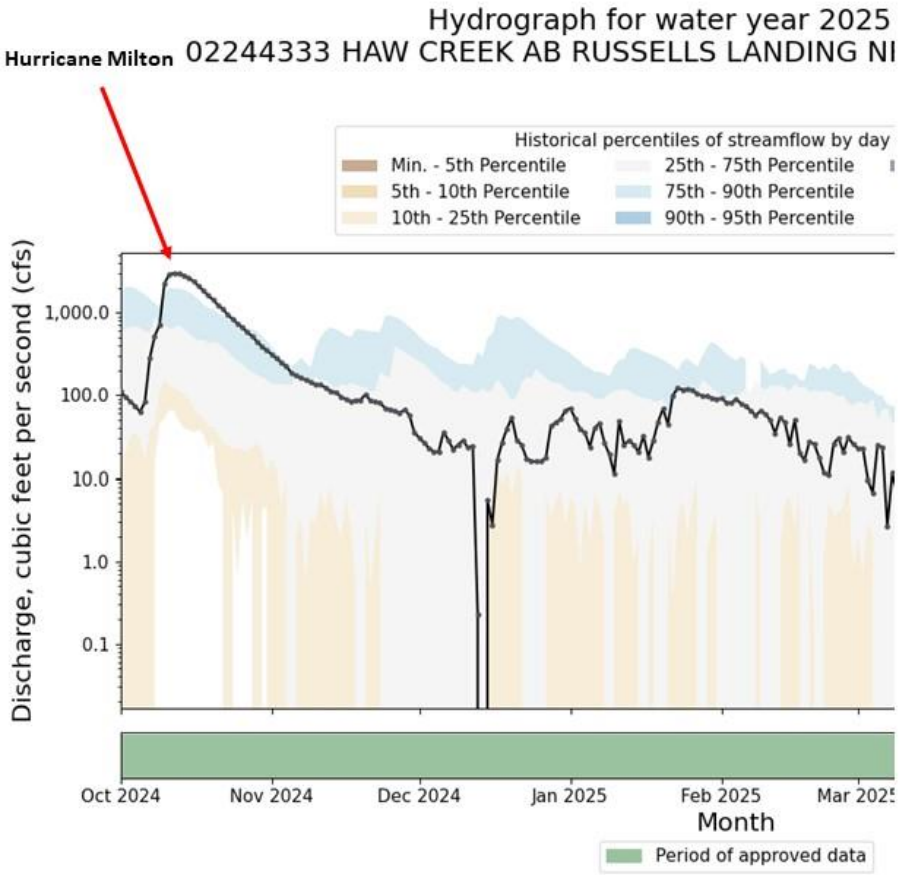

Figure 3.
Drains from area north of Hwy 100
No Connectivity or Outflow to Major East Drain
Only Drain Out of Wetland Complex
Drains NW
Bunnell
Belle Terre Pkwy
3272 ft
1985
Imagery Date: 11/22/2024 lat 29.448634° lon -81.229269° elev 72 ft

Figure 4.



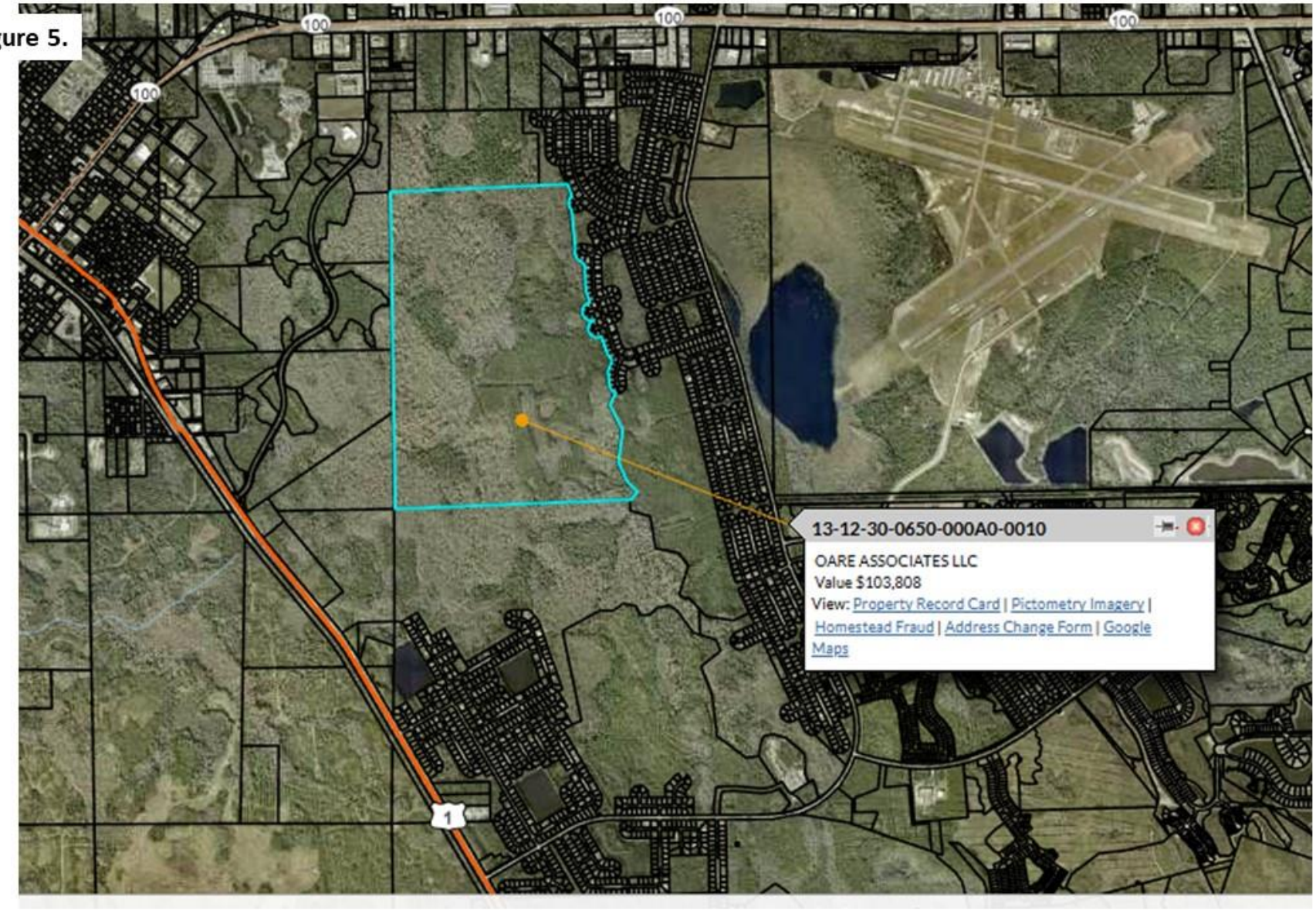
Daily mean values in cubic feet per second for water year 2025

Note: All values are rounded according to average discharge rounding rules. Values in pa estimated. Values with an asterisk are provisional, including summary values. If a month i summary statistics will appear as 'Not available.'

Hurricane Milton

Day of the month	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025
1	110	312	30.5	69.7	90.9	22.8	0.58	1.44
2	96.0	280	26.4	51.8	81.9	22.8	-5.700	-1.040
3	84.0	248	22.9	38.8	80.6	9.68	-8.480	7.81
4	74.4	223	20.8	35.1	90.6	6.77	-8.510	0.92
5	62.4	188	20.7	23.6	78.8	25.2	-5.860	-9.050
6	82.8	172	35.8	40.3	73.5	23.0	-6.180	-3.150
7	282	162	28.3	45.9	65.2	2.69	-4.660	-0.290
8	519	152	22.0	26.5	57.2	11.4	-9.270	1.33
9	708	144	25.2	19.1	64.6	6.88	-12.600	-3.470
10	2,240	134	28.4	11.1	59.0	18.2	-15.300	-0.100
11	2,940	134	23.0	48.9	49.8	11.2	4.36	-5.690
12	3,000	124	24.4	25.1	34.4	13.5	-2.290	3.11
13	2,950	113	0.23	28.2	54.1	11.7	-12.300	-6.300
14	2,830	107	-2.900	25.2	46.4	11.9	-7.730	-2.810
15	2,640	96.3	5.62	20.3	25.3	3.36	-5.100	1.71
16	2,390	88.5	2.77	32.5	50.8	10.1	-6.030	-2.650
17	2,090	84.4	16.2	17.7	20.1	30.3	-13.300	-1.110
18	1,840	86.7	26.7	28.3	16.2	6.08	-19.500	-1.910
19	1,620	87.8	39.5	47.2	27.0	-1.390	-11.100	-6.400
20	1,420	103	53.5	69.5	25.8	9.59	-10.600	-6.540
21	1,230	85.2	28.5	44.0	17.7	-0.640	4.20	-1.300
22	1,100	83.9	25.2	98.8	11.6	-6.020	4.72	-13.000
23	944	81.5	17.2	122	10.7	-4.880	1.18	-10.300
24	828	69.3	16.0	117	26.1	-0.080	1.44	0.13
25	738	66.9	15.7	118	30.4	3.04	-4.350	-11.600
26	661	64.7	15.9	114	20.4	5.74	4.40	-1.120
27	579	61.0	17.6	105	30.9	-0.600	2.65	1.17
28	517	66.5	42.2	98.3	25.3	-15.600	-9.290	2.68
29	447	57.6	46.6	97.5		-12.700	-5.830	37.6
30	392	35.5	51.5	92.8		9.98	-3.090	24.5
31	350		65.3	89.9		7.79		17.8
Total (cfs)	35,765	3,712	792	1,802	1,265	242	-163.540	12.4

Figure 5.


100
100
100
100
1
13-12-30-0650-000A0-0010
OARE ASSOCIATES LLC
Value $103,808
View: Property Record Card | Pictometry Imagery | Homestead Fraud | Address Change Form | Google Maps

Jose Papa, AICP

From: cityclerk@palmcoastgov.com
Sent: Friday, September 18, 2026 1:52 PM
To: lbgina@aol.com
Cc: dsullivan@flaglercounty.gov; Ty Miller; Mike Norris; Charles A. Gambaro, Jr.; Theresa Carli Pontieri; CityAttorney; Mike McGlothlin, MBA-PA
Subject: Re: Fw: Fwd: Magnolia Trace MPUD [thread::rk6mrsOoHjSQ6980pY50Tgl::]

Good afternoon Ms. Cook:

Thank you for contacting the Planning Division and I apologize for any delay in responding. Please note that your letter will be included in the Planning and Land Development Regulation Board meeting agenda packet for the meeting on September 22, 2026.

Sincerely,

---------- Original Message ----------
From: Gina We [lbgina@aol.com]
Sent: 9/8/2026 12:51 PM
To: dsullivan@flaglercounty.gov; cityclerk@palmcoastgov.com; tmiller@palmcoastgov.com; mnorris@palmcoastgov.com; cgambaro@palmcoastgov.com; tcarlipontieri@palmcoastgov.com; cityattorney@palmcoastgov.com; mmcglothlin@palmcoastgov.com
Subject: Re: Fw: Fwd: Magnolia Trace MPUD

Are the realtors going to notify any perspective buyers that they are in a direct flight path over their homes and will

avigation easements be attached to their deeds?

On Monday, September 7, 2026 at 08:11:55 PM EDT, Gina We <lbgina@aol.com> wrote:

----- Forwarded Message -----
From: Gina We <lbgina@aol.com>
To: Mike Norris <mnorris@palmcoastgov.com>; Council Woman Theresa Carli Pontieri <tcarlipontieri@palmcoastgov.com>; Ty Miller <tmiller@palmcoastgov.com>; Jr. Charles A. Gambaro <cgambaro@palmcoastgov.com>; David Sullivan <dsullivan@flaglercounty.gov>; MBA-PA <MMcGlothlin@palmcoastgov.com>; cityattorney@palmcoastgov.com <cityattorney@palmcoastgov.com>; CityClerk@palmcoastgov.com <CityClerk@palmcoastgov.com>
Sent: Monday, September 7, 2026 at 07:57:19 PM EDT
Subject: Re: Fwd: Magnolia Trace MPUD

Date: Mon, Sep 7, 2026 at 7:41?PM
Subject: Magnolia Trace MPUD
To: Mike Norris <mnorris@palmcoastgov.com>, Council Woman Theresa Carli Pontieri <tcarlipontieri@palmcoastgov.com>, Ty Miller <tmiller@palmcoastgov.com>, Jr. Charles A. Gambaro <cgambaro@palmcoastgov.com>, David Sullivan <dsullivan@flaglercounty.gov>, Mike McGlothlin, MBA-PA <MMcGlothlin@palmcoastgov.com>, <cityattorney@palmcoastgov.com>, <CityClerk@palmcoastgov.com>

Good Evening:

RE: Formal Objection and Demand for Strict Enforcement of the Land Development Code (LDC); Opposition to Material Changes and Unmitigated Infrastructure Impacts for the Magnolia Trace Master Planned Development (MPD) (Fourth Amended and Restated MPD Agreement)

I. PURPOSE & LEGAL BASIS
This correspondence serves as a formal administrative notice and demand submitted on behalf of concerned residents and stakeholders of the City of Palm Coast. The purpose of this letter is to register strenuous objection to any proposed amendments, expansions, or **new material changes** regarding the **Magnolia Trace Master Planned Development (MPD)**—specifically concerning the **Fourth Amended and Restated MPD Agreement** encompassing 1,006 acres off Belle Terre Boulevard, slated for up to 544 residential units and 35,000 square feet of commercial space.

Pursuant to the **Palm Coast Unified Land Development Code (LDC)** and Florida statutory requirements governing local governance and quasi-judicial zoning reviews, we demand that the City enforce strict compliance with established concurrency requirements. Any modification to the intensity, density, layout, or infrastructure allocations of the Magnolia Trace MPD constitutes a **material change** that cannot be legally authorized without comprehensive, updated impact analyses and a rigorous demonstration that public levels of service (LOS) will not be degraded.

II. INFRASTRUCTURE & ENVIRONMENTAL IMPACT ANALYSIS

1. Traffic Environment & Transport Capacity Degradation
The traffic landscape along **Belle Terre Boulevard** has substantially degraded since the initial iterations of this MPD. The compounding development density from surrounding subdivisions has pushed local arterials to near-capacity.
* **The Demand:** The City must enforce strict **Traffic Impact Analyses (TIAs)** based on real-time peak-hour volumes, rather than relying on obsolete data.
* **The Risk:** Adding multi-family townhomes, age-restricted active adult tracts, and commercial access points without expanding public thoroughfares will force local intersections into failing Levels of Service (LOS), threatening public safety and emergency vehicle response times.

2. Stormwater Management, Water Quality, and Sewage Drainage
The project footprint contains roughly **700 acres of protected wetlands and conservation space**. Any localized material alteration to grading or impervious surface ratios will severely impact regional hydrologic behavior.

* **Water & Sewage Infrastructure:** The City's public utility networks are already coping with rapid expansion. Forcing unmitigated high-density sewer hookups into the Belle Terre corridor compromises infrastructure integrity.
* **Drainage and Runoff:** We object to any reduction in stormwater retention standards. Inadequate engineering safeguards risk transferring toxic, untreated urban runoff directly into the surrounding delicate wetland matrix, exacerbating localized flooding.

3. Wildlife Preservation and Comprehensive Plan Alignment
The Magnolia Trace parcel serves as a critical biological corridor for Flagler County's indigenous wildlife.
* **Habitat Fragmentation:** The high-density footprint introduces severe habitat fragmentation.
* **LDC Rewrites:** As the City of Palm Coast undergoes its extensive **Land Development Code (LDC) rewrite to align with the Comprehensive Plan**, the City must not allow legacy MPD agreements to bypass the stricter modern environmental mitigation thresholds designed to protect local conservation zones and native wildlife.

III. FORMAL DEMANDS FOR MATERIAL REVIEW
We respectfully but firmly demand that the City Manager, City Attorney, and City Council enforce the following mandates prior to granting any further approvals or executing amendments for the Magnolia Trace MPD:

1. **Denial of Major Amendments Without Public Hearing:** Any modification altering density mixes or expanding the commercial footprint must be treated as a major, material amendment under the LDC, requiring a full quasi-judicial review.
2. **Infrastructure Concurrency Certification:** Deny all site plan approvals until the utility and engineering departments certify that water, public sewer, and traffic networks possess fully funded, verified capacity.
3. **Mandatory Document Production:** We request immediate public access to the following documents via this formal administrative notice:
* The complete **Fourth Amended and Restated MPD Agreement** and all associated conceptual site plans.
* The most recent **Traffic Impact Analysis (TIA)** addressing Belle Terre Boulevard traffic generation.
* State and local environmental permits, including **St. Johns River Water Management District (SJRWMD)** stormwater authorizations and wildlife mitigation plans.

IV. CONCLUSION & RESERVATION OF RIGHTS
The residents of Palm Coast support structured, legally compliant growth that respects our environment and preserves our infrastructure. However, we oppose unmitigated expansions that degrade our safety, infrastructure, and natural resources. We urge the City administration to protect the integrity of the Palm Coast Land Development Code.

This letter formally preserves all legal rights, including the right to challenge any arbitrary or capricious administrative determinations or non-compliant zoning orders in a court of competent jurisdiction.

Respectfully Submitted,.

Gina and Barry Weiss
25 Zinnia Trail, Palm Coast
FL., 32164
516 778 3532



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City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026

Agenda Item:
I.2

Department **Division**	COMMUNITY DEVELOPMENT PLANNING	**Amount** **Org/Account #**	
Subject:	ORDINANCE 2026-XX RED MILL POINTE MPD - APPLICATION # 6212		
Presenter:	**Michael Hanson, A.I.C.P, Senior Planner**		

Attachments:

1. Power Point Presentation
2. Ordinance
3. MPD Agreement with Conceptual Plan
4. Staff Report
5. Business Impact Estimate
6. Map Series
7. Applicant Cover Letter, Criteria Analysis, Application Packet
8. Survey, Title, Environmental Report, Traffic Report
9. Neighborhood Meeting, Public Notice, Public Participation Documentation
10. Red Mill Pointe TSP 4996 Development Order and Approved Site Plan

Background:

Request: The applicant is requesting an amendment to the Official Zoning Map (rezoning) from MFR-1 to MPD for their client to be able to develop the site with 216 single-family dwelling units in the form of attached fee-simple townhouses. The applicant has included a Development Agreement Currently the developer has approval from the City Council to develop the site with 216 multi-family dwelling units for rent, in the visual appearance of townhouses.

Original Background:

City Council approved a Development Order for a Master Site Plan (MSP) application (AR# 4871), conceptually approving 216 multifamily dwelling units on the site during its January 4, 2022 meeting.
The applicant received a Development Order for the related Technical Site Plan (TSP) application (AR# 4996), approving the 216 multifamily dwelling units on May 23, 2023. A copy of the Development Order and Overall Site Plan have been included as attachments for this application to compare the previously approved versus the proposed requests.
The applicant received a Development Order extension extending the TSP approval to May 23, 2026.
The applicant submitted an application to rezone the site from MFR-1 to MPD on March 31, 2025. As the application for rezoning was received while a Development Order was valid for the overall site, the TSP Development Order is considered active until a determination is made on the rezoning application. Since this time staff has worked with the applicant and their team to reduce deviations within the MPD's

Development Agreement from the Unified Land Development Code (LDC) and allow them time to host a neighborhood meeting for the MPD. During this time, it is worth noting that the majority of the time from the applicant's original submission to now was pending resubmittals from the applicant.
Project Description: The applicant's MPD Development Agreement (DA) would allow the site to be developed with the same overall density as previously approved, at up to 216 dwelling units. The applicant's purpose of the MPD rezoning and Development Agreement is to allow the applicant to develop the site as fee-simple townhouses owned by the individual residents as opposed to operating the site as a multifamily rental property.

The project is planned to be developed in three phases and feature an amenity center for the project's residents along with a publicly accessible dog park that is planned to be ±0.25 acres in size. The applicant included language to require the amenity center and dog park to be constructed during the first phase of the development and shall be completed or concurrent with the first Certificate of Occupancy for any residential unit. The MPD DA also establishes provisions to allow on-street "roadside" parking for ±34 guest parking spaces scattered throughout the project site. Section 11.1 of the MPD DA provides dimensional standards within the site.

In review of the deviations of the dimensional standards from the existing MFR-1 zoning district the MPD DA features:
Minimum Lot Width of 20 feet for interior townhouse units, the exterior units meet the LDC's 25-foot minimum lot width.
Minimum Lot Size of 1,800 square feet for interior townhouse units is a reduction of the LDC's 2,500-square-foot minimum lot size, while the DA also provides a minimum exterior unit size of 2,550 square feet.
Minimum Front setback of 20 feet, which is a reduction of the LDC's 25-foot minimum setback.
Minimum Rear setback of 10 feet, which is a reduction of the LDC's 20-foot minimum setback.
In the event that the proposed MPD is approved by City Council, the project will require platting to establish the individual tracts for wetland preservation, common open space, recreation, roads, and the residential lots for each townhouse dwelling unit. Due to that the Conceptual Plan of the MPD may undergo slight alterations due to the platting review process, but the MPD DA explicitly caps density at up to 216 dwelling units.

Public Participation: The applicant hosted a neighborhood meeting as required by LDC Section 2.05.02 at 6:00 p.m. on Tuesday July 14, 2026, in Rymfire Elementary School's cafeteria. The applicant also met the public notice requirements of LDC Section 2.05.03. The neighborhood meeting was attended by approximately 25 members of the public.
Documentation summarizing the neighborhood meeting and an email inquiry has been attached to the agenda item.

Planning and Land Development Regulation Board: The Planning and Land Development Regulation Board heard this item at their August 19, 2026 meeting. During the meeting two members of the public spoke against the proposed MPD rezoning. After deliberation, the Planning and Land Development Regulation Board voted unanimously, with a four to zero vote, to recommend approval to the City Council.

City Council First Read: The City Council heard this item for first read at its October 6, 2026 meeting. It was approved with a unanimous vote of five to zero. No members of the public spoke in regard to this item.

Updated Background: No Changes.

This is a quasi judicial item, please disclose any ex parte communication.

Recommended Action:
THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD RECOMMENDS THAT THE CITY COUNCIL DETERMINE THAT THE PROPOSED MASTER PLANNED DEVELOPMENT (APPLICATION NO. 6212) IS CONSISTENT WITH THE COMPREHENSIVE PLAN AND APPROVE THE APPLICANT'S OFFICIAL ZONING MAP AMENDMENT TO MASTER PLANNED DEVELOPMENT.

City Council
Public Hearing October 20, 2026

Red Mill Pointe Master Planned Development
AR # 6212

Staff Presentation:
Michael Hanson, AICP, Senior Planner

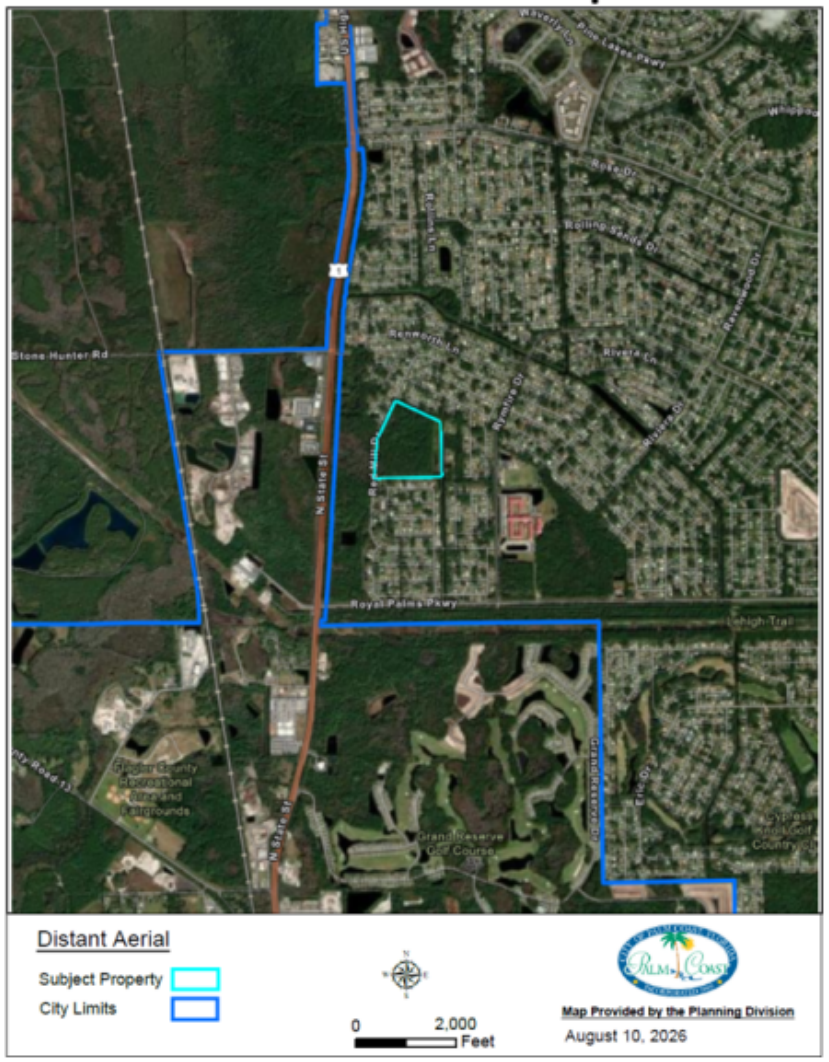
Application Background

- Owner: Red Mill Pointe LLC
- Applicant: Michael D. Chiumento III, Esq. of Chiumento Law
- Subject Property: 76 Red Mill Drive
- Location: East side of Red Mill Drive approximately 3/4 miles from its intersections with Rymfire Drive.
- Request: Amend the Official Zoning Map on the subject property from Multifamily Residential (MFR-1) to Master Planned Development (MPD) with a Development Agreement, in order for the property to be developed with fee-simple townhouses.

PALM COAST

Aerial Maps

Distant Aerial Map



Close Aerial Map



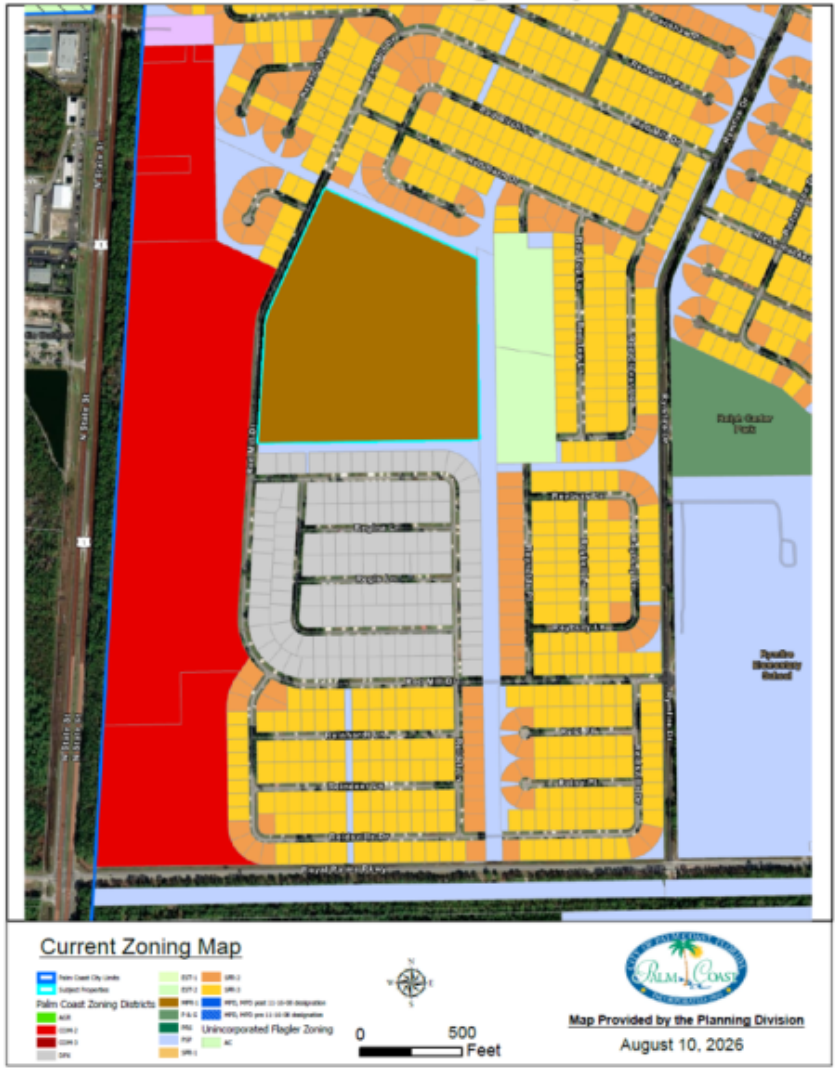
PALM COAST

Future Land Use and Zoning Maps

Future Land Use Map



Current Zoning Map



Current and Proposed Zoning Maps

Current Zoning Map



Proposed Zoning Map



PALM COAST

Background & History

- City Council approved a Development Order for a Master Site Plan (MSP) application (AR# 4871), conceptually approving 216 multifamily dwelling units on the site during its January 4, 2022 meeting.
- The applicant received a Development Order for the related Technical Site Plan (TSP) application (AR# 4996), approving the 216 multifamily dwelling units on May 23, 2023. A copy of the Development Order and Overall Site Plan have been included as attachments for this application to compare the previously approved versus the proposed requests.
- The applicant received a Development Order extension extending the TSP approval to May 23, 2026.
- The applicant submitted an application to rezone the site from MFR-1 to MPD on March 31, 2025. As the application for rezoning was received while a Development Order was valid for the overall site, the TSP Development Order is considered active until a determination is made on the rezoning application. Since this time staff has worked with the applicant and their team to reduce deviations within the MPD's Development Agreement from the Unified Land Development Code (LDC) and allow them time to host a neighborhood meeting for the MPD. During this time, it is worth noting that the majority of the time from the applicant's original submission to now was pending resubmittals from the applicant.

Project Description

The applicant's MPD Development Agreement (DA) would allow the site to be developed with the same overall density as previously approved, at up to 216 dwelling units. The applicant's purpose of the MPD rezoning and Development Agreement is to allow the applicant to develop the site as fee-simple townhouses owned by the individual residents as opposed to operating the site as a multifamily rental property.

The project is planned to be developed in three phases and feature an amenity center for the project's residents along with a publicly accessible dog park that is planned to be ±0.25 acres in size. The applicant included language to require the amenity center and dog park to be constructed during the first phase of the development and shall be completed or concurrent with the first Certificate of Occupancy for any residential unit. The MPD DA also establishes provisions to allow on-street "roadside" parking for ±34 guest parking spaces scattered throughout the project site. Section 11.1 of the MPD DA provides dimensional standards within the site.

MPD Deviations to LDC

In review of the deviations of the dimensional standards from the existing MFR-1 zoning district the MPD DA features:

- Minimum Lot Width of 20 feet for interior townhouse units, the exterior units meet the LDC's 25-foot minimum lot width.
- Minimum Lot Size of 1,800 square feet for interior townhouse units is a reduction of the LDC's 2,500-square-foot minimum lot size, while the DA also provides a minimum exterior unit size of 2,550 square feet.
- Minimum Front setback of 20 feet, which is a reduction of the LDC's 25-foot minimum setback.
- Minimum Rear setback of 10 feet, which is a reduction of the LDC's 20-foot minimum setback.

Surrounding Land Uses

SURROUNDING LAND USES:

NORTH:	FLUM:	Residential, Canals
	Zoning:	Single-Family Residential (SFR-2 & SFR-3), Public/Semipublic (PSP)
EAST:	FLUM:	Residential, Canals
	Zoning:	Suburban Estate (EST-2), Single-Family Residential (SFR-2 & SFR-3), Public/Semipublic (PSP)
SOUTH:	FLUM:	Residential
	Zoning:	Duplex Residential (DPX), Public/Semipublic (PSP)
WEST:	FLUM:	Residential, Mixed Use, Greenbelt
	Zoning:	Single-Family Residential (SFR-2 & SFR-3), General Commercial (COM-2), Public/Semipublic (PSP)

Approved Site Plan (AR# 4996)

Instrument No: 2023031127 7/20/2023 11:00 AM BK: 2797 PG: 1843 PAGES: 5 -
RECORDED IN THE OFFICIAL RECORDS OF Tom Bexley, Clerk of the Circuit Court & Comptroller Flagler, FL

Prepared By:
Community Development Department
City of Palm Coast
160 Lake Avenue, Suite 135
Palm Coast, FL 32164

Reserved for Recording Information:

Return To:
City Clerk
City of Palm Coast
160 Lake Avenue, Suite 225
Palm Coast, FL 32164

CITY OF PALM COAST

TECHNICAL SITE PLAN WITH MASTER PLAN
DEVELOPMENT ORDER APPROVAL
RED MILL POINTE

Unofficial Copy

On May 23, 2023, the City of Palm Coast issued this Development Order relating to and touching and concerning the following described property:

35.41 AC PALM COAST SEC 33 RESERVE PARCEL F-3 OR 553 PG 1539 OR 846 PG 1588-CD OR 984 PG 1608 OR 1292 PG 679 OR 1364/1515 OR 1622/1965 OR 1887/91 OR 2023/551

(The afore described property description has been provided to the City of Palm Coast by the owner of the afore described property.)

FINDINGS OF FACT

Property Owner: RED MILL POINTE, LLC
7345 GREENBRIAR PARKWAY
ORLANDO, FL 32819

Project Name: RED MILL POINTE
Project No.: 2007030016
Application Type: TECHNICAL SITE PLAN WITH MASTER PLAN
Application No. 4996

Requested Development Approval: Site Plan Approval for RED MILL POINTE MULTIFAMILY TOWNHOMES (in accordance with stamped approved plans)

Zoning Classification: MFR-1
FLUM: Mixed Use

Parcel #:07-11-31-7033-0RP0F-0030
Parcel Acreage: 35.41 AC
Site S.F.: 25,639.337

SITE DEVELOPMENT DATA

Building Use: Residential Townhomes
Bldg Height: 35'
Total Bldg Square Footage: 5.04 AC
Number of Bldgs: 33
Phase 1: 60 Units; **Phase 2:** 88 Units; **Phase 3:** 68 Units
Total Units: 216
(Use table only for Multi-Family Apartments)

Bldgs Numbers: 33	Units per Bldg:
Phase 1 - 9 Bldgs	60 Units
Phase 2 - 13 Bldgs	88 Units
Phase 2 - 11 Bldgs	68 Units

Amenity Center: 2,583
Parking Provided: Standard Spaces 506 (Single Garage Unit-189: Double Garage Units-54: Driveway Parking-216: Roadside Parking 34: Amenity Parking: 13)
Total Parking Spaces: 506
ADA Spaces: 39 Master Down Units + 9 Spaces throughout the site.
Impervious Surface Ratio (ISR): 29%
Pervious/Open Space: 71%

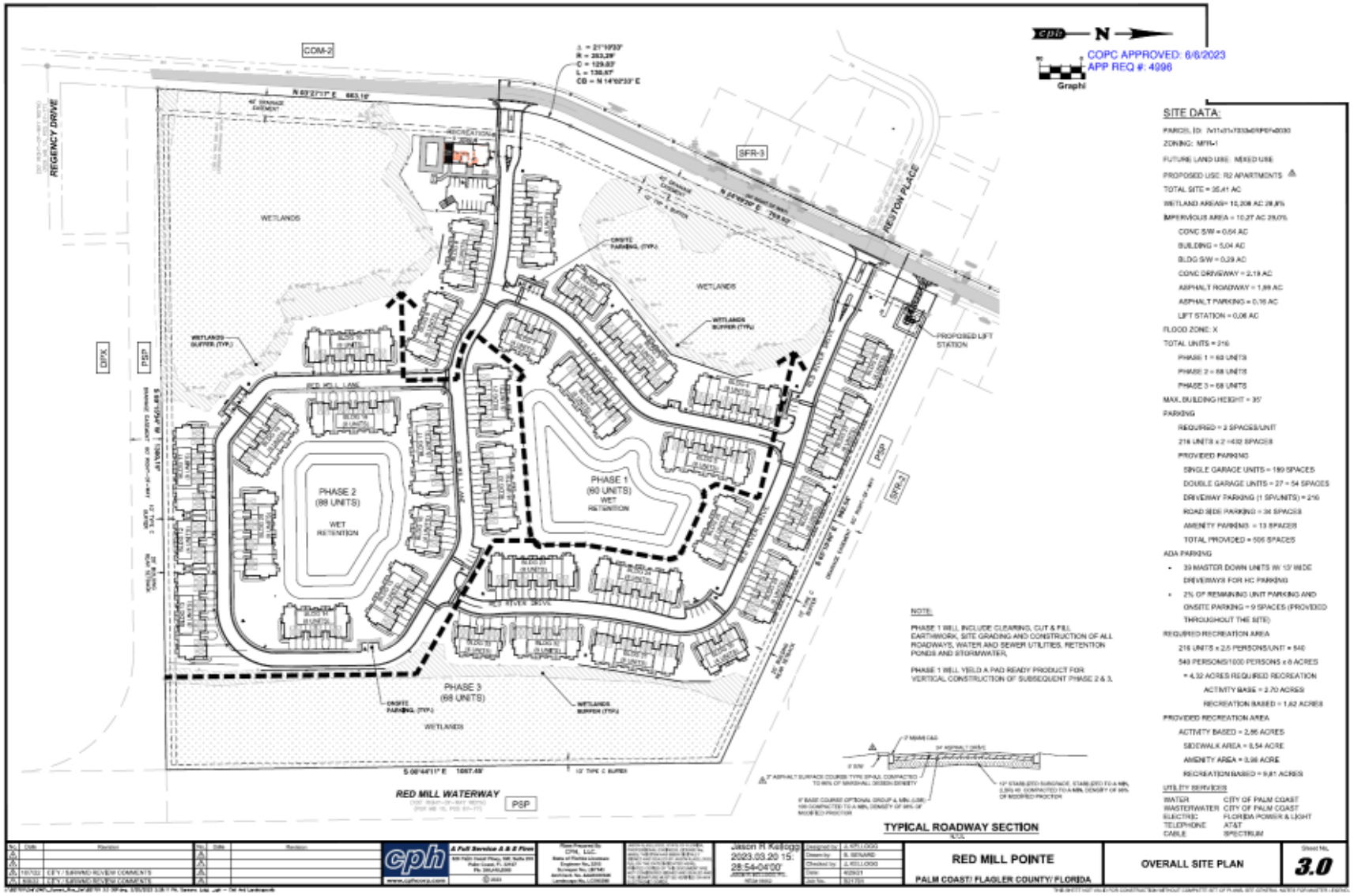
CONCLUSIONS OF LAW

The Development Approval sought is consistent with the *City of Palm Coast Comprehensive Plan* and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances as set forth in the Code of Ordinances of the City of Palm Coast.

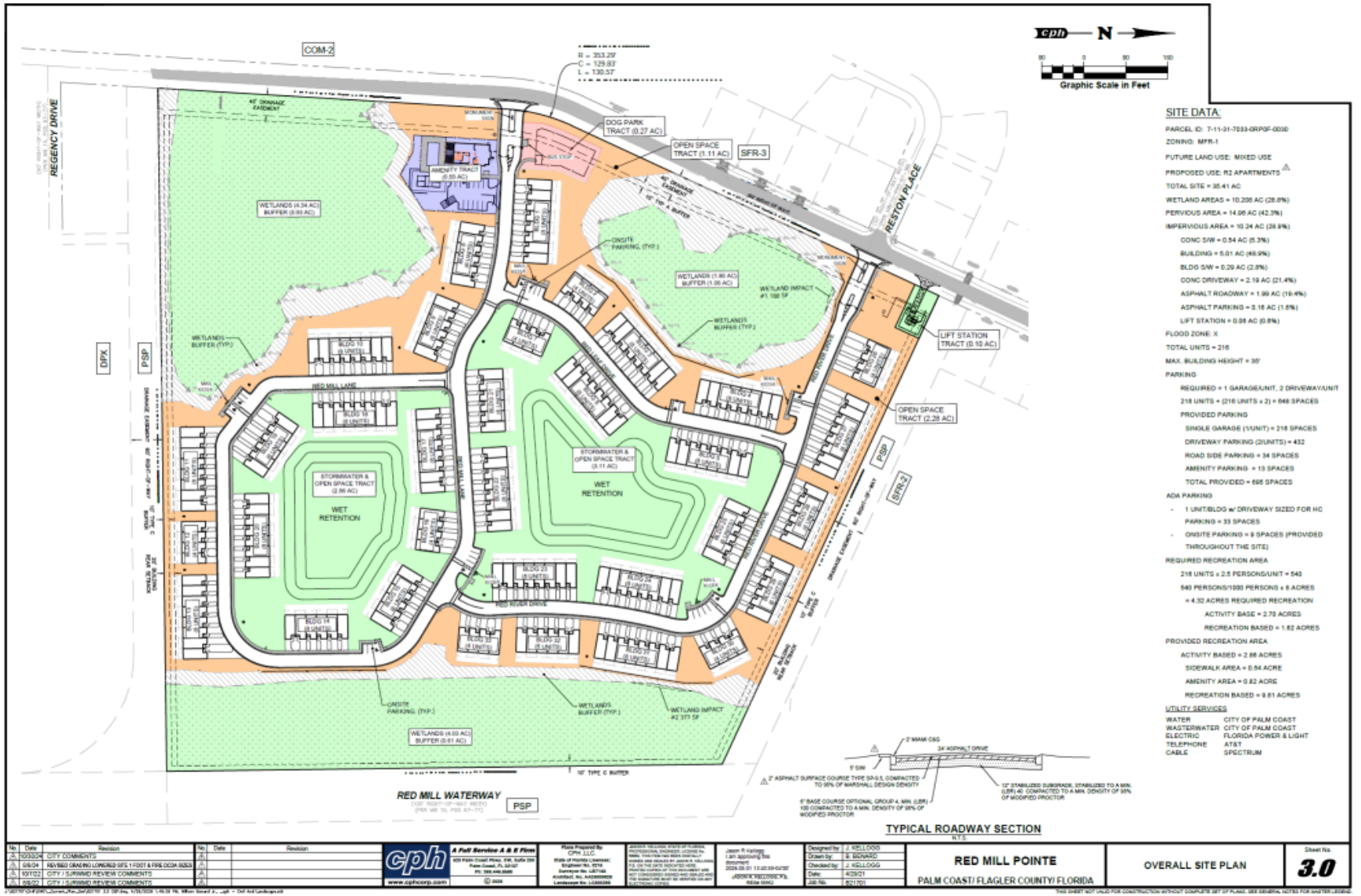
The Owners have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow, and perpetually burden the afore described property.

PALM COAST

Approved Site Plan (AR# 4996)



Proposed MPD Conceptual Plan



Master Planned Development

LDC Sec. 2.05.05
Criteria Analysis

A. *The proposed development must not be in conflict with or contrary to the public interest;*
B. *The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;*
C. *The proposed development must not impose a significant financial liability or hardship for the City;*
D. *The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;*
E. *The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.*

Palm Coast

Master Planned Development

LDC Sec. 2.09.04
Criteria Analysis

A. Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.
B. Consistency with the general intent of the LDC.
C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.
D. Compatibility within the development and relationship with surrounding neighborhoods.
E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.
F. The feasibility and compatibility of development phases to stand as independent developments.

Master Planned Development

LDC Sec. 2.09.04
Criteria Analysis
(continued)

G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.

H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master Planned Development District classification.

I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.

J. Impact upon the environment or natural resources.

K. Impact on the economy of any affected area.

PALM COAST

Master Planned Development

Findings Summary

- The project currently has entitlements for 216 multifamily dwelling units already, MPD rezoning keeps the entitlements at the number previously approved by City Council,
- The MPD enables the project to be platted with the almost the same site plan layout as what Council previously approved, promoting residential home ownership.
- The requested MPD rezoning meets the developmental criteria of LDC Sections 2.05.05 and 2.09.04,
- The public gains access to a neighborhood scale dog park.

Public Participation

- The applicant hosted a neighborhood meeting as required by LDC Section 2.05.02 at 6:00 p.m. on Tuesday July 14, 2026, in Rymfire Elementary School's cafeteria. The applicant also met the public notice requirements of LDC Section 2.05.03. The neighborhood meeting was attended by approximately 25 members of the public.

- Documentation summarizing the neighborhood meeting has been attached to the agenda item.

- Staff has received one email inquiry regarding the process following the neighborhood meeting at this time, it was included with the application.

Zoning Map Amendment

PLDRB Meeting

The Planning and Land Development Regulation Board heard this item at their August 19, 2026 meeting. During the meeting two members of the public spoke against the proposed MPD rezoning. After deliberation, the Planning and Land Development Regulation Board voted unanimously, with a four to zero vote, to recommend approval to the City Council.

Master Planned Development

Recommendation

The Planning and Land Development Regulation Board recommends that the City Council determine that the proposed Master Planned Development (Application No. 6212) is consistent with the Comprehensive Plan and approve the applicant's official zoning map amendment to Master Planned Development.

Next Steps

- The PLDRB's recommendation shall be forwarded to the City Council for consideration during first and second readings of the proposed ordinance, these are currently scheduled for October 6th, 2026, and October 20th, 2026.
- The developer will be required go through the platting process prior to developing the site.

Staff is available for any questions and the applicant's team is in attendance.

Thank you.

ORDINANCE 2026-_____
REZONING APPLICATION NO. 6212
RED MILL POINTE MASTER PLAN DEVELOPMENT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; FOR 35.41± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF RED MILL DRIVE APPROXIMATELY 3/4 MILES FROM ITS INTERSECTIONS WITH RYMFIRE DRIVE, AND BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT "A" FROM THE MULTIFAMILY RESIDENTIAL (MFR-1) ZONING DISTRICT TO THE MASTER PLANNED DEVELOPMENT (MPD) ZONING DISTRICT ALONG WITH A DEVELOPMENT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast ("City"), as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, Red Mill Point LLC, a Florida limited liability company ("Owner") is the Owner of real property identified by parcel number 07-11-31-7033-0RP0F-0030, which consists of ±35.41 acres ("Property") generally located on the east side of Red Mill Drive approximately 3/4 miles from its intersections with Rymfire Drive, in the City of Palm Coast, Flagler County, Florida, more particularly described in Exhibit "A"; and

WHEREAS, the Owner has received Master Site Plan approval for 216 multifamily dwelling units on the site as approved by City Council at their January, 4, 2022 meeting; and

WHEREAS, on May 23, 2023 the Owner received a Development Order for Technical Site Plan approval of the site to be developed with 216 multifamily dwelling units, and now desires to develop the previously approved 216 dwelling units as attached single-family townhouse residences on fee-simple lots; and

WHEREAS, as a result, the Owner requests approval for an official zoning map amendment to Master Planned Development (MPD) on the Property per the conditions set forth in this Development Agreement and its exhibits attached hereto as Exhibit "B"; and

WHEREAS, the notice and public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code (Ordinance No. 2008-23) have been satisfied; and

WHEREAS, the Planning and Land Development Regulation Board and City Staff of the City of Palm Coast have recommended approval of this Ordinance and the Planning and Land Development Regulation Board has found this requested change and recommended conditions of approval consistent with the City of Palm Coast Comprehensive Plan; and

WHEREAS, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB) at its regularly scheduled meeting conducted on August 19, 2026, and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan, and that sufficient, competent and substantial evidence supports the proposed amendment set forth hereunder; and

WHEREAS, the City Council of the City of Palm Coast hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast, Florida.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. ZONING MAP AMENDMENT AND MPD AGREEMENT.

(a) That the Official Zoning Map of the City of Palm Coast as described in City of Palm Coast Unified Land Development Code Section 3.01.02. is hereby amended to

include a change of classification to City of Palm Coast Master Planned Development District (MPD) for the property legally described on Exhibit "A," which is attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

(b) The Red Mill Pointe Master Planned Development Agreement ("Development Agreement") and its exhibits attached hereto as Exhibit "B", with all appropriate signatures and joinders, is hereby adopted and approved by the City Council of the City of Palm Coast and shall constitute the regulations for the specific MPD District. The Development Agreement shall be recorded in the Official Records of Flagler County, Florida, by the City Clerk.

SECTION 3. SEVERABILITY.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

SECTION 4. CONFLICTS. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading this 6th day of October 2026.

ADOPTED on second reading after due public notice and hearing this 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachments:
Exhibit “A” Legal Description of subject property subject to Official Zoning Map amendment
Exhibit “B” MPD Development Agreement

EXHIBIT "A"

LEGAL DESCRIPTION

RESERVED PARCEL F3, ROYAL PALMS SECTION 33, PALM COAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 67 THROUGH 77, INCLUSIVE, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "B"
MPD DEVELOPMENT AGREEMENT

Michael D. Chiumento III, Esq.
Chiumento Law, PLLC.
145 City Place, Suite 301
Palm Coast, FL 32164

Return to:
City Clerk
City Hall
160 Lake Avenue
Palm Coast, FL 32164

---------- [SPACE ABOVE THIS LINE FOR RECORDING DATA] ----------

MASTER PLAN DEVELOPMENT AGREEMENT

FOR RED MILL POINTE

THIS MASTER PLAN DEVELOPMENT AGREEMENT, (herein referred to as the "Development Agreement") is made and executed this ____day of _____, 2026, by and between the **CITY OF PALM COAST, a Florida municipal corporation** (herein referred to as the "City"), whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, and **RED MILL POINTE, LLC, a Florida limited liability company** (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status) whose address is Post Office Box 770279, Orlando, Florida 32877.

WITNESSETH:

WHEREAS, the Owner is the fee simple title owner of certain real property consisting of +/- 35 acres located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **Exhibit "1"** and incorporated herein ("Owner's Property" or "Subject Property");

WHEREAS, on November 6, 2007 the City of Palm Coast issued a Development Order recorded on February 26, 2008 in O.R. Book 1645, Page 1882, Public Records of Flagler

County, Florida, relating to and concerning the Subject Property which originally approved the development of a multifamily residence community with approval for 174 townhomes.

WHEREAS, on January 4, 2022 the City of Palm Coast issued a Development Order recorded on February 11, 2022 in O.R. Book 2657, Page 1870, Public Records of Flagler County, Florida, relating to and concerning the Subject Property which originally approved the development of a multifamily residence community with approval for 216 townhomes.

WHEREAS, on May 23, 2023, the City of Palm Coast issued a Development Order recorded on July 20, 2023 in O.R. Book 2797, Page 1843, Public Records of Flagler County, Florida, relating to and concerning the Subject Property which originally approved the development of a multifamily residence community with approval for 216 townhomes.

WHEREAS, on February 11, 2025, the City approved an extension for the Development Order to May 23, 2026.

WHEREAS, the Owner voluntarily agrees with the conditions, terms, and restrictions hereinafter recited, and has agreed voluntarily to their imposition as an incident to development of the Subject Property.

WHEREAS the City of Palm Coast City Council ("City Council") finds that this Development Agreement (the "MPD") is consistent with the City's Comprehensive Plan (2050) (the "Comprehensive Plan") and Unified Land Development Code ("LDC") and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City;

WHEREAS, the City Council further finds that this Development Agreement is consistent with and an exercise of the City's powers under the Municipal Home Rule Powers Act; Article VIII, Section 2(b) of the Constitution of the State of Florida; Chapter 166, Florida Statutes; the City of Palm Coast City Charter; other controlling law; and the City's police

powers;

WHEREAS, the City Council deems the development of the Owner's Property to be a proper public purpose, and that said development will achieve important City objectives, such as stimulating economic development in the City, improving stormwater capacity and flood prevention, and increasing property values;

WHEREAS, additional conditions of approval may also be included within the minutes of relevant meetings of the PLDRB and City Council. Furthermore, any representations or promises made by the Owner during the zoning review and approval process for the Project (whether oral or in writing) shall also be additional conditions of approval if deemed appropriate by the City;

WHEREAS, this is a non-statutory Development Agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 -163.3243, Florida Statutes.

NOW, THEREFORE, it is hereby resolved and agreed by and between the City and the Owner that the Owner's application for a Master Planned Development is approved subject to the Development Agreement's following terms and conditions:

SECTION 1. RECITALS.

The above recitals are taken as true, incorporated herein by this reference and form a material part of this Development Agreement upon which the City and the Owner have relied.

SECTION 2. REPRESENTATIONS OF OWNER.

(a) The Owner hereby represents and warrants to the City that the Owner is the owner of the Owner's Property in accordance with the title opinion or title certification provided by the Owner to the City issued by an attorney or title insurance company licensed to provide services in the State of Florida with said title opinion or certification showing all

liens, mortgages, and other encumbrances not satisfied or released of record relative to the Subject Property.

(b) The Owner represents and warrants to the City that it has the power and authority to enter into and consummate the terms and conditions of this Development Agreement; that all acts, approvals, procedures, and similar matters required in order to authorize this Development Agreement have been taken, obtained or followed, as the case may be; that this Development Agreement and the proposed performance of this Development Agreement by the Owner is not an ultra vires act; and that, upon the execution of this Development Agreement by the parties, this Development Agreement shall be valid and binding upon the parties hereto and their successors in interest.

(c) The Owner hereby represents to the City that all required joinders and consents have been obtained and set forth in a properly executed form on this Development Agreement. Unless otherwise agreed to by the City, all liens, mortgages, and encumbrances not satisfied or released of record must be subordinated to the terms of this Development Agreement and joinders must be executed by any mortgagees. It is the responsibility of the Owner to ensure that said subordinations and joinders occur in a form and substance acceptable to the City Attorney prior to the City's execution of this Development Agreement. If the Owner fails to attain the joinder and consent, then the Owner shall lose all rights and benefits deriving hereunder.

SECTION 3. PROJECT DESCRIPTION.

The Applicant may develop a mixed-use development consistent with the Conceptual Master Plan(s) attached hereto as **Exhibit "2"** and as further described as follows: up to 216 residential units.

FUTURE LAND USE MAP (FLUM).

The future land use designation for the Subject Property is Mixed Use. This Development Agreement is consistent with the City's Comprehensive Plan (2050).

SECTION 4. APPROVAL OF MASTER PLAN DEVELOPMENT, CONCEPTUAL MASTER PLAN APPROVAL, AND DEVELOPMENT REVIEW PROCESS.

(a) The City Council, at its regular meeting on _____, 2026, adopted Ordinance 2026-for a Master Planned Development affecting the Owner's Property subject to the terms and conditions of this Development Agreement.

(b) The Owner acknowledges if this Development Agreement is ever terminated, the approval shall be deemed null and void and the land uses approved for the Subject Property shall no longer be permitted, unless otherwise approved by the City Council.

(c) The provisions of the then current LDC shall be applicable to the Subject Property unless otherwise specifically stated herein. Any City Code provision not specifically identified will not be affected by the terms of this Development Agreement, and will be subject to enforcement as if no Development Agreement were in effect.

(d) The Conceptual Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, streets, easements, property lines, general location of lots and intended uses.

(e) The Conceptual Master Plan contains a level of detail satisfactory to permit the Project to proceed directly to Preliminary Plat.

SECTION 5. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT CONCEPTUAL MASTER PLAN.

Modifications to the exact location of lots, roadways, primary sidewalk/pathway system, and other improvements may be requested by the Owner and approved by the Land

Use Administrator ("LUA") during review of construction documents, site plans, or Preliminary Plat for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator is authorized to approve those modifications to the Development Agreement and Conceptual Master Plan and any construction documents, and Preliminary Plat for the Subject Property or portions thereof as allowed by Code, provided that: (1) the maximum building height and number of residential lots described herein are not exceeded; (2) the Subject Property setbacks from adjacent properties are not modified; and (3) the approved plans maintain the general development standards in this Development Agreement.

SECTION 6. PERMITTED USES.

The Owner agrees to fully comply with the following uses and restrictions on the Subject Property. The Owner must develop the Subject Property consistent with the Conceptual Master Plan (Exhibit "2") with the uses of the Subject Property being limited to those provided on the table provided below. The design standards for the permitted use on the Subject Property shall comply with the LDC or design standards provided in Section 11.1, Lot Dimensional Standards, below:

ZONING DISTRICT	APPROVED USES
Residential	Town House, Amenity

(a) Town House: This use permits three or more attached single-family dwelling unit constructed in a series or group of attached units with property lines separating such units.

6.1 VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, PARKING AND INTERCONNECTIVITY.

(a) The Conceptual Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation systems within the Subject Property and with adjacent rights-of-ways. All uses shall have access to a roadway but are not required to front on a dedicated road. The City shall be granted access at all times to all roadways to ensure that public safety is maintained.

SECTION 7. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of an inconsistency between the terms of this Development Agreement and the LDC, the terms of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDC shall apply to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the Conceptual Master Plan.

SECTION 8. FACILITY COMMITMENTS.

(a) Unless otherwise described elsewhere in this Development Agreement, the Owner agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development of the Subject Property. No building permits or development permits shall be issued for the Subject Property unless adequate capacity of concurrency monitored facilities are available concurrent with the impact on said facilities by the Project.

(b) Private & Public Improvements: The Owner agrees to construct, at a minimum, the following on-site improvements, at the Owner's sole and exclusive expense, as a condition of this Development Agreement and in addition to the payment of all impact fees relating to the development of the Subject Property, unless otherwise provided for herein:

i. Private Improvements: The parking areas; utilities; master stormwater

system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.

ii. The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary by the City to serve the public utilities.

iii. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.

iv. Nothing herein shall be deemed a prohibited exaction under Fla. Stat. 70.45, and Owner agrees it has not suffered any damages under that statute.

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Owner shall provide an internal integrated system of sidewalks to ensure that pedestrians maintain an easy and safe access to all uses as depicted on the Conceptual Master Plan.

(d) ACCESS: Ingress and egress to the Project shall be provided, constructed and maintained as depicted on the Conceptual Master Plan. At the sole discretion of the Owner, the development or portions of it may be gated.

(e) OWNER STORMWATER SYSTEM: The Owner shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff from the Project including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey the stormwater runoff to the Stormwater Facility (the "Owner Stormwater System").

(f) PARK AND RECREATION: As generally depicted on the Conceptual

Master Plan, the Owner shall provide parks and recreation for the benefit of the Project. The actual location and design of all parks and recreation facilities will be provided at a later date. In addition, the Owner shall construct and maintain a dog park on the Property, which shall be accessible to the surrounding community at no charge; provided, however, that such access shall be limited to pedestrian access only, and no vehicular access or parking rights are granted or implied. Reasonable restrictions, such as open and close time, may be imposed so long as they are equally applicable to the residents of the Property and the general public.

SECTION 9. DEVELOPMENT STANDARDS.

9.1 PARKING: Parking requirements for the Subject Property shall be depicted on the Conceptual Master Plan and shall include the following:

(a) UNIT PARKING: There shall be two (2) driveway parking spaces and one (1) single garage space per unit

(b) ROAD SIDE PARKING: There shall be thirty-four (34) spaces of road side parking available for guests throughout the Property.

(c) AMENITY PARKING: There shall be thirteen (13) spaces available for amenity parking.

9.2 OPEN SPACE: Minimum open space shall be forty percent (40%) of the Subject Property's gross area. Open space is defined in the LDC and includes on-site stormwater ponds, and all open space within the Property. Flexibility to the minimum open space requirements shall be as provided by the LDC, which may include, but not be limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space, if approved by the Land Use Administrator. Open space shall be maintained by either the actual owner of the property, a property owners' association, or other method satisfactory to the Owner and the City.

9.3 WATER/WASTEWATER: The Project is located wholly within the City limits and is therefore within the City's water and wastewater service areas. All permanent uses within the Project will be served by central water and sewer services. The City shall be the potable water and wastewater service provider for the Project upon payment of applicable fees. The City is under no obligation to accept the dedication of any facility.

9.4 TRANSPORTATION: Transportation concurrency shall be addressed during the Preliminary Plat or technical site plan process.

9.5 DRAINAGE:

(a) The Owner shall construct and maintain a stormwater management system that provides treatment and attenuation as required by St. Johns River Water Management District (SJRWMD) and the City's LDC. Best Management Practices (BMPs) shall be used during and after construction to minimize erosion and sedimentation and to properly manage runoff for both stormwater quantity and quality. BMPs shall be in accordance with the Florida Department of Environmental Protection (FDEP) and Florida Department of Transportation (FDOT) design standards and details.

(b) Stormwater piping, swales and ditches shall be designed to convey a ten (10)-year, twenty-four (24)-hour storm event. Stormwater detention facilities shall be designed to meet the water quality and attenuation requirements of SJRWMD and the City's LDC.

9.6 LANDSCAPING: No potable water shall be used for irrigation once a reclaimed water source is available after which all landscaping and irrigation shall comply with the LDC except for perimeter buffers, which shall be governed by section 10.20, below.

9.7 LIGHTING: All lighting including but not limited to all pole mounted lighting shall be designed to minimize light pollution to off-site properties and to comply with the LDC.

9.8 FIRE PROTECTION: Fire protection requirements for the Project will be met

through a system of fire hydrants installed on the Subject Property by the Owner in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, technical site plans, or preliminary plats. The water requirements for the fire system will be served by the City's Utility Department. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

9.9 UTILITIES: The Owner shall be responsible for any and all costs associated with the extension of existing City utilities to the Subject Property that may be required to serve this Project. All internal utility lines for the Project shall be placed underground.

9.10 INTERCONNECTIVITY AND ACCESS: All units within the Subject Property shall be interconnected by roadways and sidewalks as called for by the City's Comprehensive Plan. The Project shall provide and maintain the minimum number of access drives onto adjacent roadway as generally depicted on the Conceptual Master Plan.

9.11 RESOURCE PROTECTION:

(a) Except as depicted on the Conceptual Master Plan and in this Development Agreement, the Owner shall comply with the resource protection requirements of the LDC.

(b) Natural upland buffers must be provided if required by Chapter 10 of the LDC.

9.12 WETLANDS: The Project shall be subject to all Federal, State and City of Palm Coast environmental and wetland regulations and ordinances. Impacts are limited. All preserved wetlands within the Project shall be placed into conservation easements in favor of the St. Johns River Water Management District, in a form acceptable to the District.

9.13 PROHIBITION OF DISCHARGES: The Owner shall comply with the City of Palm Coast Code of Ordinances, Article VI, Prohibition of Discharges, and all applicable local,

state, federal, and City water quality laws, rules, regulations, and ordinances.

9.14 STORMWATER POLLUTION PREVENTION: A stormwater pollution prevention plan shall be attached to and incorporated into the construction and permit documents pursuant to the requirements of applicable federal, state, and City regulations.

9.15 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Subject Property, the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation Commission and other applicable agencies. Activities associated with listed flora and fauna shall comply with the LDC.

9.16 SIGNAGE: The Red Mill Pointe development may be identified as provided on the Conceptual Master Plan.

SECTION 10. PHASING OF DEVELOPMENT.

(a) The Subject Property may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Owner shall submit a Preliminary Plat for the relevant phase. A Subdivision Master Plan as provided in Section 2.10, LDC is not required. Each phase of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times.

(b) Roadways shall be constructed concurrently with development of adjacent lots to insure that contiguous roadways are available at all times prior to the issuance of any

building permits for that phase.

(c) The amenity centers and public benefit uses associated with the development shall be constructed as part of the first phase of development and shall be completed prior to or concurrent with the issuance of the first Certificate of Occupancy for any residential unit within the project.

SECTION 11. LOT AND BUILDING STANDARDS.

11.1 LOT DIMENSIONAL STANDARDS: Dimensional standards for the permitted use shall comply with the LDC for townhomes and are as follows:

Townhome Site Development Requirements

Type	Townhome
Min. Lot Width interior/exterior	**20'/25'**
Min. Lot Depth	**90'**
Min. Lot Size (SF) interior/exterior	**1800/2550**
Min. Side Setback Interior/exterior	**0'/10**
Min. Street-Side Setback	**20'**
Min. Front Setback	**20'**
Max. Bldg. Height	**50'**
Min. Rear Setback	**10'**
Max. Impervious Surface Ratio	**70%**
Min. Square Footage	**1400**

(Note – All lot sizes, setbacks and dimensions are minimum unless otherwise indicated and may be increased.)

11.2 ARCHITECTURE: Prior to issuance of the Preliminary Plat Development order, the Owner shall submit to the LUA an architectural program for the Project which shall be consistent with Chapter 13 of the City's LDC. Such program shall include signage and lighting for the Project.

SECTION 12. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER SEQUENCING.

(a) The failure of the Development Agreement to address any specific City, County, State, or Federal permit, condition, term, or restriction shall not relieve the Owner of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not a Preliminary Plat approval and the Owner remains responsible for complying with all provisions of the Land Development Code unless provided elsewhere in this Development Agreement.

SECTION 13. DEVELOPMENT FEES.

The Owner acknowledges and agrees that the City has enacted citywide impact fees, and may in the future increase the amount of those fees. The Owner acknowledges that the Subject Property shall be subject to all fees in effect at the time of permitting.

SECTION 14. COMMON AREAS AND MAINTENANCE.

For all common areas, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the

Owner shall maintain or establish an association, in accordance with Florida law, comprised of the owners of lots or parcels with the development (the "Association"). The Association documentation shall be subject to the prior reasonable review of the City to ensure adequate provisions for the ongoing care and maintenance of the common areas. The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the Association, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the Association, and restrictions on the ability to amend these requirements without the City's approval. The City shall not be required to accept ownership or maintenance of any of the Project's common elements including but not limited to roads, landscaping and buffers.

SECTION 15. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

(a) In the event of a breach hereof by either party hereto, the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

(b) In the event that a dispute arises under this Development Agreement, and the City and Owner are unable to resolve the issues, the parties shall attempt to resolve all disputes informally. In the event of a failure to informally resolve all disputes, the City and Owner agree to engage in mediation before a certified Circuit Court mediator selected by the parties. In the event that the parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The parties shall equally pay all costs of mediation.

(c) In the event of conflict between the terms of this Development Agreement and the Development Agreement Master Plan, the provisions of this Development Agreement shall prevail.

SECTION 16. NOTICES.

(a) All notices required or permitted to be given under this Development Agreement must be in writing and must be delivered to the City or the Owner at its address set forth below (or such other address as may be hereafter be designated in writing by such party).

(b) Any such notice must be personally delivered or sent by certified mail, overnight courier, or telecopy.

(c) Any such notice will be deemed effective when received (if sent by hand delivery, overnight courier, or telecopy) or on that date which is three (3) days after such notice is deposited in the United States mail (if sent by certified mail).

(d) The parties' addresses for the delivery of all such notices are as follows:

As to the City: City Manager
160 Lake Avenue
Palm Coast, FL 32164

As to the Owner: Red Mill Pointe, LLC
Attn: Robert Kociecki
Post Office Box 770279
Orlando, FL 32877

With copies to: Michael D. Chiumento III, Esq.
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164

SECTION 17. SEVERABILITY.

The terms and provisions of this Development Agreement are not severable and in the

event any portion of this Development Agreement shall be found to be invalid or illegal, then the entire Development Agreement shall remain valid and binding on the parties.

SECTION 18. SUCCESSORS AND ASSIGNS.

(a) This Development Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and Owner and their respective successors-in-interest. The terms and conditions of this Development Agreement similarly shall be binding upon the Subject Property and shall run with the land and the title to the same.

(b) This Development Agreement touches and concerns the Subject Property.

(c) The Owner has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Agreement.

SECTION 19. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

(a) This Development Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the Code of Ordinances of the City of Palm Coast.

(b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida, or the Middle District if in federal court.

(c) The Owner shall fully comply with all applicable local, State, and Federal environmental regulations and all other laws of similar type or nature.

(d) This Development Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development generally applicable to the entire area of the City, such as requiring compliance with the City capital facilities plan; parks master plan, including parks and trail dedications; utility construction and connections; mandating utility capacities; requiring street development or other such similar

land development regulations and requirements.

(e) If state or federal laws are enacted after execution of this Development Agreement which are applicable to and preclude the parties' compliance with this Development Agreement, this Development Agreement shall be modified or revoked as necessary to comply with the relevant law.

(f) This Development Agreement shall also not be construed to prohibit the City from adopting lawfully imposed impact fees applicable to the Owner and the development of the Conceptual Master Plan authorized hereunder.

SECTION 20. TERM / EFFECTIVE DATE.

(a) This Development Agreement shall be effective upon approval by the City Council and execution of this Development Agreement by all parties (the "Effective Date").

(b) This Development Agreement provides an initial timeframe of ten (10) years to commence development from the Effective Date.

Development of the Project shall commence within the timeframes set forth herein. Such timeframes may be extended in accordance with the extension provisions of the City's Land Development Code, as may be amended from time to time, or pursuant to any applicable statutory tolling provisions. In the event the Project fails to commence within the required timeframe, as may be extended, this Development Agreement and the approvals granted herein may expire. Any subsequent development of the Property shall require approval by the City through an amendment to this Development Agreement, rezoning, or other applicable development order, in accordance with the City's Land Development Code. SECTION 21. RECORDATION.

Upon approval by the City Council and execution of this Development Agreement by all parties, this Development Agreement and any and all amendments hereto shall be recorded by the City with the Clerk of the Circuit Court of Flagler County within fourteen (14) days after its execution by the City, and the Development Agreement shall run with the land. The Owner shall pay the costs to record this Development Agreement.

SECTION 22. THIRD PARTY RIGHTS.

This Development Agreement is not a third-party beneficiary contract, and shall not in any way whatsoever create any rights on behalf of any third party.

SECTION 23. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

(a) Strict compliance shall be required with each and every provision of this Development Agreement. The parties agree that each has the remedy of specific performance of these obligations.

(b) Time is of the essence to this Development Agreement and every right or responsibility required herein shall be performed within the times specified.

SECTION 24. ATTORNEYS' FEES.

In the event of any action to enforce the terms of this Development Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and all costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the trial, or appellate level.

SECTION 25. FORCE MAJEURE.

The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specific time period ("Time Period") constitutes a default under terms of this Development Agreement, and if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to: acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"); then notwithstanding any provision of this

Development Agreement to the contrary, that failure shall not constitute a default under this Development Agreement and any Time Period prescribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

SECTION 26. INDEMNIFICATION.

The Owner shall indemnify for and save the City harmless from and against any and all liability, claims for damages and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of in any way connected with the Owner's development of the Subject Property as provided in this Development Agreement. This agreement by the Owner to indemnify and hold the City harmless shall include, but not be limited to: all charges, expenses, and costs, including reasonable attorneys' fees, both at trial and on appeal, incurred by the City on account of or by reason of such injuries, damages, liability, claims, suits, or losses and all damages arising therefrom.

SECTION 27. ENFORCEMENT; CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

(a) This Development Agreement shall continue to be enforceable, unless lawfully terminated, notwithstanding any subsequent changes in any applicable law.

(b) The failure by the Owner to perform each and every one of its obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Owner written notice of said default. Upon receipt of said notice, the Owner shall be provided a thirty

(30) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If thirty (30) days is not considered by the parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed ninety (90) days from initial notification of default. Upon termination of the Development Agreement, the Owner shall immediately be divested of all rights and privileges granted hereunder.

SECTION 28. CAPTIONS.

Sections and other captions contained in this Development Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Development Agreement, or any provision hereof.

SECTION 29. EXHIBITS.

Each exhibit referred to and attached to this Development Agreement is an essential part of this Development Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Development Agreement.

SECTION 30. INTERPRETATION.

(a) The Owner and the City agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Development Agreement.

(b) This Development Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both parties have contributed to the drafting

of this Development Agreement.

SECTION 31. FURTHER ASSURANCES.

Each party agrees to sign any other and further instruments and documents consistent herewith as may be necessary and proper to give complete effect to the terms of this Development Agreement.

SECTION 32. COUNTERPARTS.

This Development Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same document.

SECTION 33. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for elsewhere in this Development Agreement, (1) Amendments to and waivers of the provisions herein shall be made by the parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all parties hereto and upon approval of the City Council of the City of Palm Coast.

(b) Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

SECTION 34. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

This Development Agreement constitutes the entire agreement between the parties and supersedes all previous oral discussions, understandings, and agreements of any kind and nature, , as between the parties relating to the subject matter of this Development Agreement.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

CITY OF PALM COAST, FLORIDA

_____

Michael Norris, Mayor

ATTEST:

_____

Kaley Cook, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Marcus Duffy, City Attorney

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Michael Norris, Mayor of the CITY OF PALM COAST, (check one) □ who is personally known to me or □ who produced _____ as identification.

_____

Notary Public – State of Florida

Print Name:_____

My Commission expires:

WITNESSES:

"OWNER"
Red Mill Pointe, LLC, a Florida limited liability company

_____

By:_____

_____

Robert Kociecki, Manager

(print)

_____

_____

(print)

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Robert Kociecki, Manager Red Mill Pointe, LLC (check one) □ who is personally known to me or □ who produced _____as identification.

_____

Notary Public – State of Florida

Print Name:_____

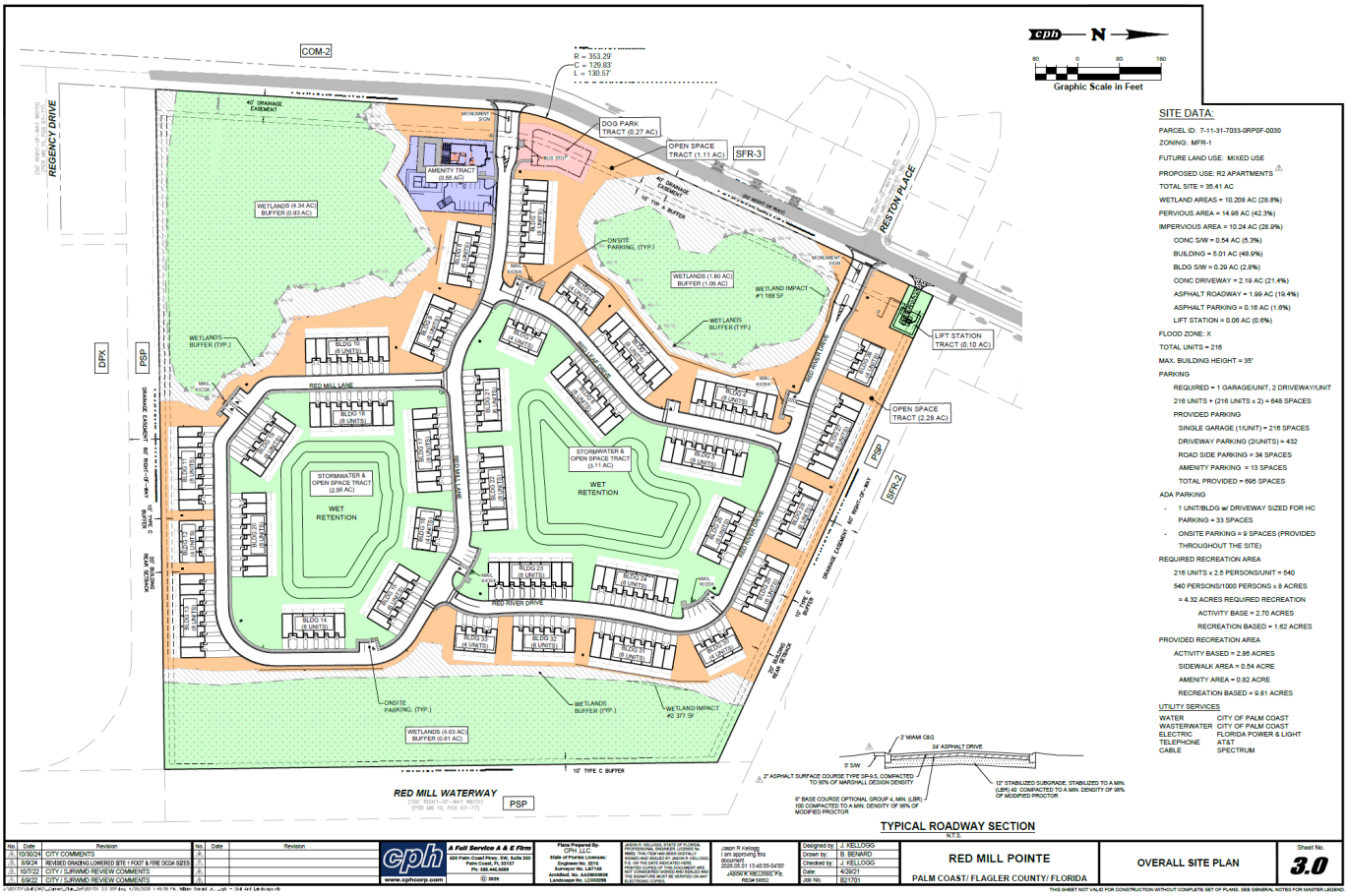
My Commission expires:

EXHIBIT "1"

RESERVED PARCEL F3, ROYAL PALMS SECTION 33, PALM COAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 67 THROUGH 77, INCLUSIVE, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "2"

CONCEPTUAL MASTER PLAN



COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR RED MILL POINTE MASTER PLANNED DEVELOPMENT
CITY COUNCIL
PUBLIC HEARING ON OCTOBER 20, 2026

OVERVIEW

Application Number:	6212
Applicant:	Michael D. Chiumento III, Esq. of Chiumento Law
Property Description:	The east side of Red Mill Drive approximately 3/4 miles from its intersections with Rymfire Drive.
Property Owner:	Red Mill Pointe LLC
Parcel ID #:	07-11-31-7033-0RP0F-0030
Parcel Address:	76 Red Mill Drive
Current FLUM:	Mixed Use
Current Zoning:	Multifamily Residential (MFR-1)
Current Use:	Vacant
Size of Property:	±35.41 acres
Requested Action:	Amend the Official Zoning Map on the subject property from Multifamily Residential (MFR-1) to Master Planned Development (MPD) with a Development Agreement, in order for the property to be developed with fee-simple townhouses.

ANALYSIS

REQUESTED ACTION

The applicant is requesting an amendment to the Official Zoning Map (rezoning) from MFR-1 to MPD for their client to be able to develop the site with 216 single-family dwelling units in the form of attached fee-simple townhouses. The applicant has included a Development Agreement Currently the developer has approval from the City Council to develop the site with 216 multi-family dwelling units for rent, in the visual appearance of townhouses.

BACKGROUND/SITE HISTORY

- City Council approved a Development Order for a Master Site Plan (MSP) application (AR# 4871), conceptually approving 216 multifamily dwelling units on the site during its January 4, 2022 meeting.
- The applicant received a Development Order for the related Technical Site Plan (TSP) application (AR# 4996), approving the 216 multifamily dwelling units on May 23, 2023. A copy of the Development Order and Overall Site Plan have been included as attachments for this application to compare the previously approved versus the proposed requests.
- The applicant received a Development Order extension extending the TSP approval to May 23, 2026.

- The applicant submitted an application to rezone the site from MFR-1 to MPD on March 31, 2025. As the application for rezoning was received while a Development Order was valid for the overall site, the TSP Development Order is considered active until a determination is made on the rezoning application. Since this time staff has worked with the applicant and their team to reduce deviations within the MPD's Development Agreement from the Unified Land Development Code (LDC) and allow them time to host a neighborhood meeting for the MPD. During this time, it is worth noting that the majority of the time from the applicant's original submission to now was pending resubmittals from the applicant.

PROJECT DESCRIPTION

The applicant's MPD Development Agreement (DA) would allow the site to be developed with the same overall density as previously approved, at up to 216 dwelling units. The applicant's purpose of the MPD rezoning and Development Agreement is to allow the applicant to develop the site as fee-simple townhouses owned by the individual residents as opposed to operating the site as a multifamily rental property.

The project is planned to be developed in three phases and feature an amenity center for the project's residents along with a publicly accessible dog park that is planned to be ±0.25 acres in size. The applicant included language to require the amenity center and dog park to be constructed during the first phase of the development and shall be completed or concurrent with the first Certificate of Occupancy for any residential unit. The MPD DA also establishes provisions to allow on-street "roadside" parking for ±34 guest parking spaces scattered throughout the project site. Section 11.1 of the MPD DA provides dimensional standards within the site.

In review of the deviations of the dimensional standards from the existing MFR-1 zoning district the MPD DA features:

- Minimum Lot Width of 20 feet for interior townhouse units, the exterior units meet the LDC's 25-foot minimum lot width.
- Minimum Lot Size of 1,800 square feet for interior townhouse units is a reduction of the LDC's 2,500-square-foot minimum lot size, while the DA also provides a minimum exterior unit size of 2,550 square feet.
- Minimum Front setback of 20 feet, which is a reduction of the LDC's 25-foot minimum setback.
- Minimum Rear setback of 10 feet, which is a reduction of the LDC's 20-foot minimum setback.

In the event that the proposed MPD is approved by City Council, the project will require platting to establish the individual tracts for wetland preservation, common open space, recreation, roads, and the residential lots for each townhouse dwelling unit. Due to that the Conceptual Plan of the MPD may undergo slight alterations due to the platting review process, but the MPD DA explicitly caps density at up to 216 dwelling units.

LAND USE AND ZONING INFORMATION

USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Mixed Use	Mixed Use

Zoning District	MFR-1	MPD
Use	Vacant Land	Townhouse subdivision
Acreage	±35.41 acres	±35.41 acres

SURROUNDING LAND USES:

NORTH:	FLUM:	Residential, Canals
	Zoning:	Single-Family Residential (SFR-2 & SFR-3), Public/Semipublic (PSP)
EAST:	FLUM:	Residential, Canals
	Zoning:	Suburban Estate (EST-2), Single-Family Residential (SFR-2 & SFR-3), Public/Semipublic (PSP)
SOUTH:	FLUM:	Residential
	Zoning:	Duplex Residential (DPX), Public/Semipublic (PSP)
WEST:	FLUM:	Residential, Mixed Use, Greenbelt
	Zoning:	Single-Family Residential (SFR-2 & SFR-3), General Commercial (COM-2), Public/Semipublic (PSP)

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.05.05

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to*:

A. The proposed development must not be in conflict with or contrary to the public interest;

Staff Finding: The proposed MPD does not add any additional density to the overall project's previous approved 216 dwelling units. The TSP application proposed a total of 33 buildings with the appearance of townhouses. Reviewing the MPD's conceptual plan versus the previously approved site plan is almost identical with the addition of the MPD providing a publicly accessible dog park. The MPD proposes using the same two access points from Red Mill Drive. Although the MPD DA has some deviations to the LDC's MFR-1 minimum setbacks and lot size/width requirements, the project enables the developer to create fee-simple townhouse lots utilizing the overall design of the previously approved multifamily project. Staff finds that will the proposed MPD DA does not create a further impact upon the public than what was previously approved by City Council, and therefore the criteria is met.

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;

Staff Finding: The request is consistent with the Comprehensive Plan. The following policies are provided for elaboration:

- **Chapter 1 Future Land Use Element:**

-Objective 1.1.4 – Discourage Urban Sprawl – Promote compact and contiguous development, a mixture of land uses, and discourage urban sprawl.

The project site is a contiguous pocket of land that was previously approved for 216 multi-family residential units.

-Policy 1.3.1.3 – The City shall encourage development to locate in the areas where public facilities, infrastructure, and services are available. Where there are deficiencies and where appropriate, the City shall require the developer to provide or extend the facilities as necessary to accommodate development. Applicable impact fees shall be used by the City consistent with State law to offset the costs of the City providing facilities.

The project does not expand into areas which are currently not served by infrastructure. The attached concept plan proposes a lift station in the northwest of their development. During the Preliminary Plat process, the applicant will have to ensure that the facilities are adequate to serve the proposed development. City review staff will evaluate the plans at that point to determine if any additional improvements are necessary to support the project.

C. The proposed development must not impose a significant financial liability or hardship for the City;

Staff Finding: Potable water and sewer services are available nearby to serve the project. The developer will be required to pay applicable impact fees to ensure that the City does not have a financial liability for the project.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

Staff Finding: The project already has approved residential entitlements to support the 216 dwelling units as multifamily apartments in the form of townhomes on the site. The proposed MPD would allow the applicant to modify developmental dimensional standards in order to convert their proposed project into platted fee-simple lots that are owned by the individual residents which promotes home ownership and community investment.

The proposed conceptual plan is almost identical to the approved TSP with the exception of an additional public benefit of the previously discussed dog park. It has the same perimeter buffers that were required with the TSP application. Therefore, the MPD rezoning does not create an unreasonable hazard, nuisance, or threat to the general health, welfare, or safety of the City's inhabitants. As the MPD is a zoning district, and the concept plan is conceptual, City review staff shall evaluate the project during its platting to ensure compliance with all applicable code requirements and ensure all concurrency monitored facilities are met.

E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.

Staff Finding: If the subject property's MPD rezoning is approved by City Council, it will be required to comply with its Development Agreement, the LDC, the Comprehensive Plan, and all other applicable local, state and federal regulations throughout the development process.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.09.04

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.09.04 states: "*The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a master planned development application*":

A. Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.

Staff Finding: As previously stated, the proposed application is consistent with the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

Staff Finding: The MPD DA is significantly consistent with the general intent of the LDC, as the conceptual plan almost identically mirrors the approved TSP site plan of AR# 4996. As discussed during the project description section some deviations include modifying the minimum dimensional standards such as:

- Minimum Lot Width of 20 feet for interior townhouse units, the exterior units meet the LDC's 25-foot minimum lot width.
- Minimum Lot Size of 1,800 square feet for interior townhouse units is a reduction of the LDC's 2,500-square-foot minimum lot size, while the DA also provides a minimum exterior unit size of 2,550 square feet.
- Minimum Front setback of 20 feet, which is a reduction of the LDC's 25-foot minimum setback.
- Minimum Rear setback of 10 feet, which is a reduction of the LDC's 20-foot minimum setback.

C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.

Staff Finding: The property has a Mixed Use Future Land Use Map (FLUM) designation which allows a potential of 15 dwelling units (DU) per acre by itself. That potential density is limited by the property's zoning district. Its current zoning district of MFR-1 allows for a maximum density of eight DU per acre. The proposed MPD DA would cap the project at a maximum unit count of 216 DU, which when looking at the gross acreage of the site equates to a density of ±6.10 DU per acre which is a reduction of the potential density from the current MFR-1 zoning. As City Council has previously found the project's density consistent with the character of the surrounding area, this criteria is met.

D. Compatibility within the development and relationship with surrounding neighborhoods.

Staff Finding: The project is largely consistent with the LDC's townhouse requirement, with some deviations as previously discussed to minimum setbacks and lot sizes. The project will require its own platting and is contained within its own pocket of the "R" Section of Palm Coast. The previous approval of City Council evaluated the impact of 216 dwelling units within the property and was found consistent with the neighborhood.

E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.

Staff Finding: As this project submits for a Preliminary Plat, a concurrency analysis will be required to determine the adequacy of available infrastructure to serve the project. The applicant will be required during the platting process to ensure that the application is able to meet the City's adopted levels of service. The applicant has already reached out to Flagler Schools to evaluate school concurrency and shall be required to mitigate school concurrency during the platting process.

F. The feasibility and compatibility of development phases to stand as independent developments.

Staff Finding: The MPD DA proposes that the project shall be constructed in three phases with the recreational amenity center and publicly accessible dog park to be constructed as part of phase one. Additionally, internal road infrastructure will be developed as the corresponding phases of their residential lots. The developer will be required to ensure that each phase is able to stand as independent developments including utility, road, pedestrian connectivity, and secondary access requirements during the platting process.

G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.

Staff Finding: The project proposes two points of access via Red Mill Drive, which is consistent as approved under the TSP application. The MPD submitted a Transportation Impact Analysis with its application and was reviewed by Transportation Engineering and the City's Transportation Planner. The proposed MPD did not have any additional traffic vehicular traffic generated by the project compared to the previous approved TSP; however, during the platting process, the project's transportation impacts and trip distribution will be further analyzed. The proposed MPD is unlikely to cause Red Mill Drive to fall below the City's adopted level of service.

H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master Planned Development District classification.

Staff Finding: The MPD proposes to provide a dog park that is publicly accessible so that the surrounding community will be able to utilize. As written the MPD does not require the City to accept dedication of the park or any other infrastructure.

I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.

Staff Finding: The request has minor deviations to the MFR-1 zoning district's dimensional requirements pertaining to townhouse developments as previously discussed, but the requested deviations are comparatively in scope with other MPDs within the City. Additionally, the project largely mirrors the approved TSP application but exchanges multifamily rental units for single-family attached fee-simple ownership of townhouse units.

J. Impact upon the environment or natural resources.

Staff Finding: The applicant's Environmental Assessment states the project proposes 0.86 acres of secondary impacts due to the project not being able to provide a minimum 15-foot upland buffer and provided Uniform Mitigation Assessment Method (UMAM) analysis and was required to purchase 0.06 UMAM credits to offset the secondary impacts of the project. The applicant purchased the wetland mitigation credits from the Fishtail Mitigation Bank. The MPD DA proposes to place all preserved wetlands into regulatory conservation easements to the benefit of St. Johns River water Management District.

K. Impact on the economy of any affected area.

Staff Finding: The proposed project will provide jobs during construction of the project and provide housing for residents.

PUBLIC PARTICIPATION

The applicant hosted a neighborhood meeting as required by LDC Section 2.05.02 at 6:00 p.m. on Tuesday July 14, 2026, in Rymfire Elementary School's cafeteria. The applicant also met the public notice requirements of LDC Section 2.05.03. The neighborhood meeting was attended by approximately 25 members of the public.

Documentation summarizing the neighborhood meeting and an email inquiry has been attached to the agenda item.

PLANNING AND LAND DEVELOPMENT REGULATION BOARD

The Planning and Land Development Regulation Board heard this item at their August 19, 2026 meeting. During the meeting two members of the public spoke against the proposed MPD rezoning. After deliberation, the Planning and Land Development Regulation Board voted unanimously, with a four to zero vote, to recommend approval to the City Council.

CITY COUNCIL FIRST READ

The City Council heard this item for first read at its October 6, 2026 meeting. It was approved with a unanimous vote of five to zero. No members of the public spoke in regard to this item.

RECOMMENDATION

The Planning and Land Development Regulation Board recommends that the City Council determine that the proposed Master Planned Development (Application No. 6212) is consistent with the Comprehensive Plan and approve the applicant's official zoning map amendment to Master Planned Development.

THE CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

Meeting Date: October 6, 2026
Ordinance Number: 2026-XX
Posted To Webpage: August 19th, 2026

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; FOR 35.41± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF RED MILL DRIVE APPROXIMATELY 3/4 MILES FROM ITS INTERSECTIONS WITH RYMFIRE DRIVE, AND BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT "A" FROM THE MULTIFAMILY RESIDENTIAL (MFR-1) ZONING DISTRICT TO THE MASTER PLANNED DEVELOPMENT (MPD) ZONING DISTRICT ALONG WITH A DEVELOPMENT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The sections below <u>are not</u> required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;
__ 2. Ordinances relating to the issuance or refinancing of debt;
__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
__ 5. Emergency ordinances;
__ 6. Ordinances relating to procurement; or
X 7. Ordinances enacted to implement the following:

a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;
b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the city;
__ c. Sections 190.005 and 190.046;
__ d. Section 553.73, relating to the Florida Building Code; or
__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

This ordinance implemented to amend development agreements relating to the subject parcels has been initiated from a private party other than the City, and therefore exempt from addressing the following sections.

ECONOMIC IMPACT ON BUSINESS

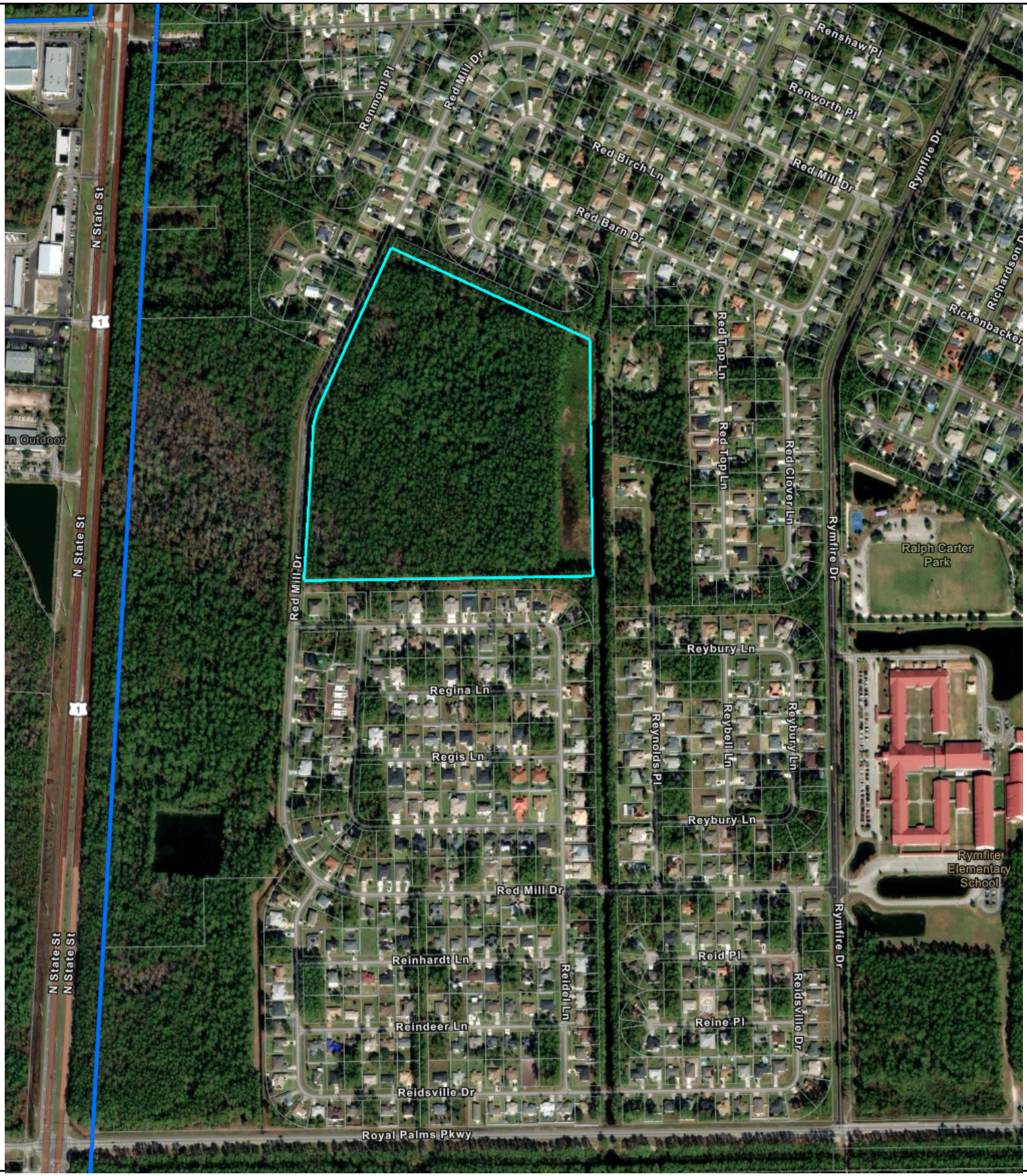
a. Estimated number of businesses impacted: Not applicable.

b. Types of businesses affected: Not applicable.

Estimated direct economic impact: Not applicable.

Negative impact: Not applicable.

Compliance Costs: Not applicable.



Close Up Aerial

Subject Property

City Limits

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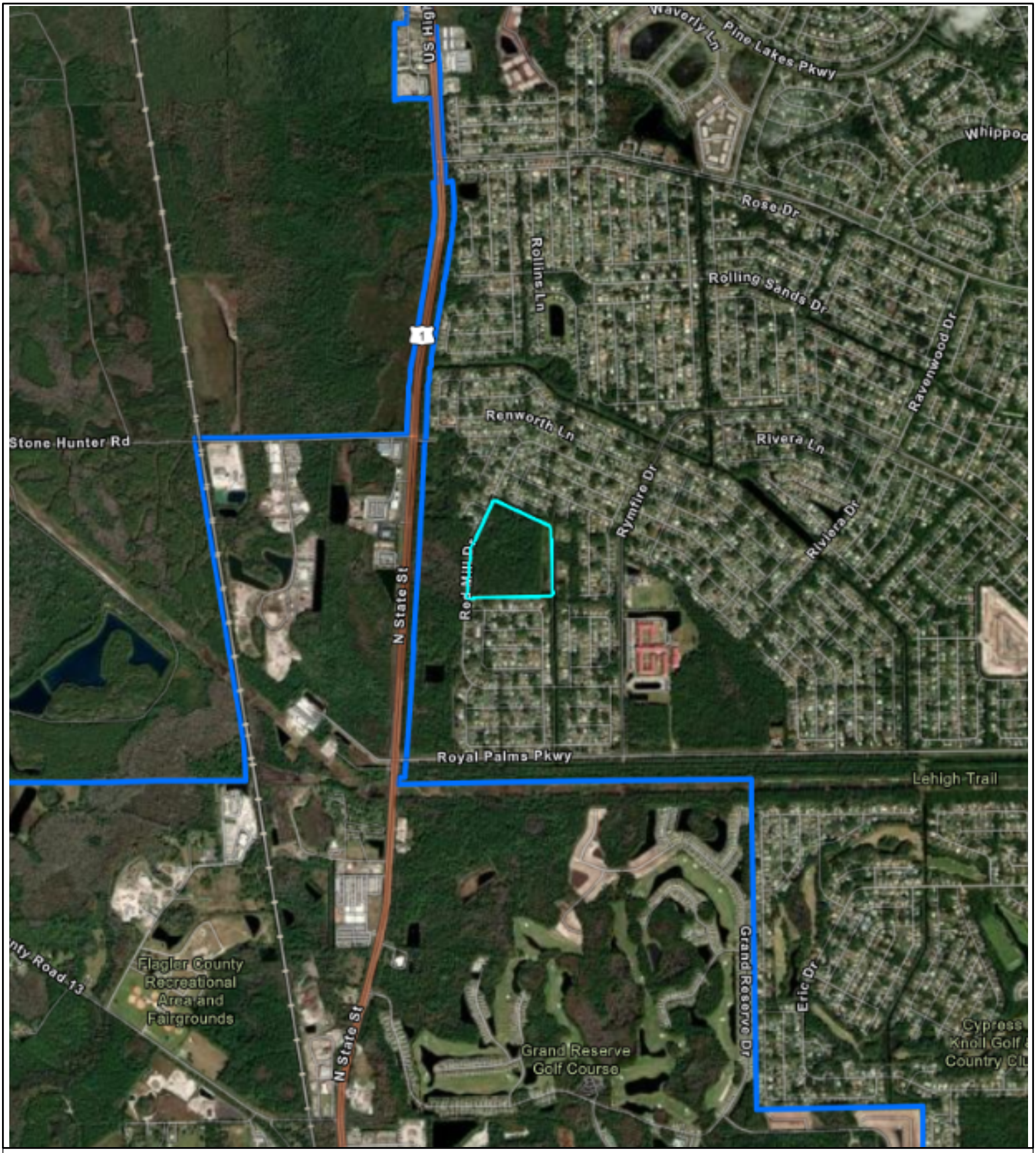
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CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

August 10, 2026

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Distant Aerial

Subject Property

City Limits

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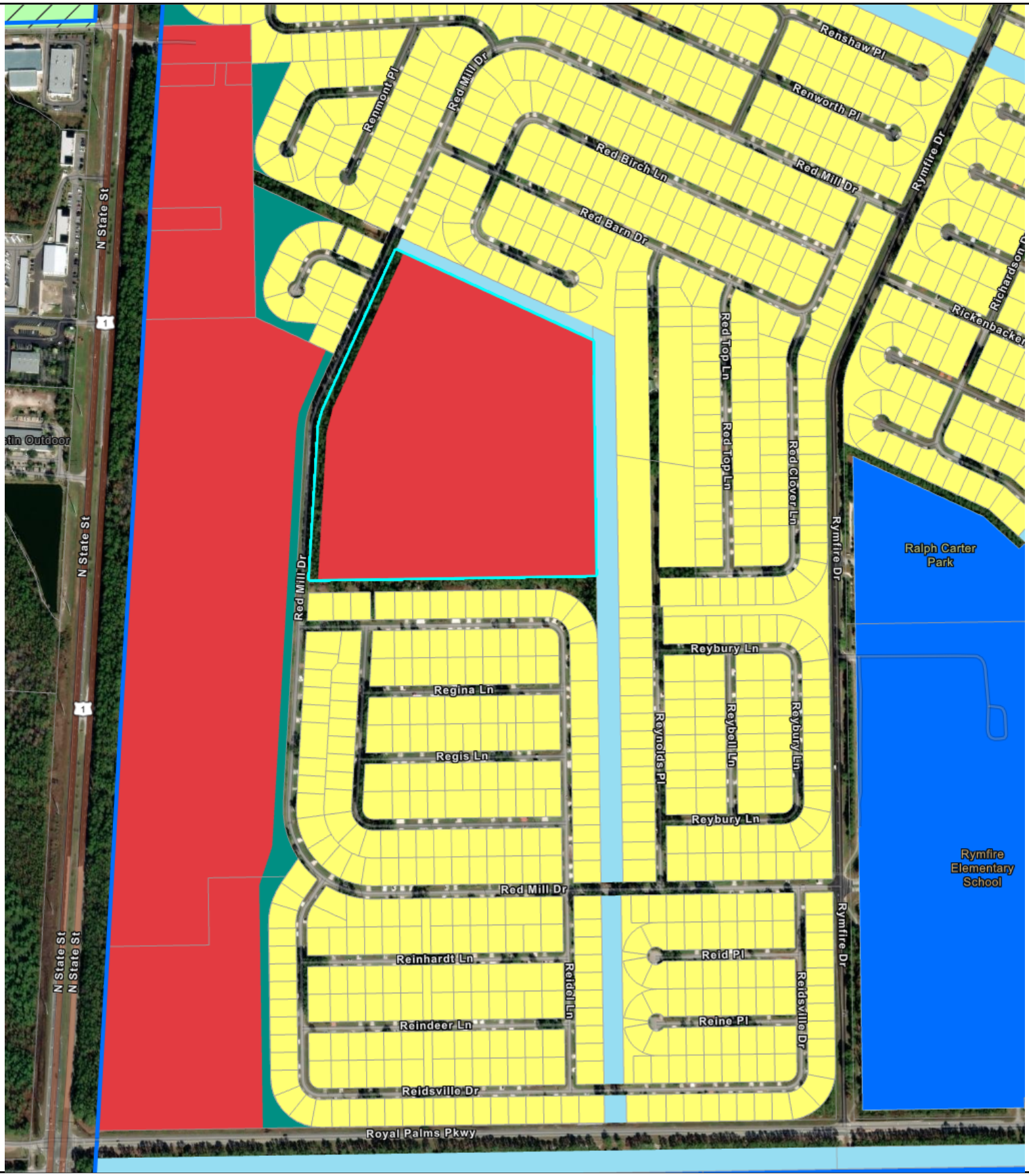
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PALM COAST
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Future Land Use Map

- Palm Coast City Limits
- Subject Properties

Palm Coast FLUM

- Canals
- Conservation
- DRI-Mixed Use
- Greenbelt
- Institutional
- Mixed Use
- Residential
- AGRICULTURE & TIMBERLANDS, Annexed Area, Flagler County FLUM adopted

Unincorporated Flagler Future Land Use

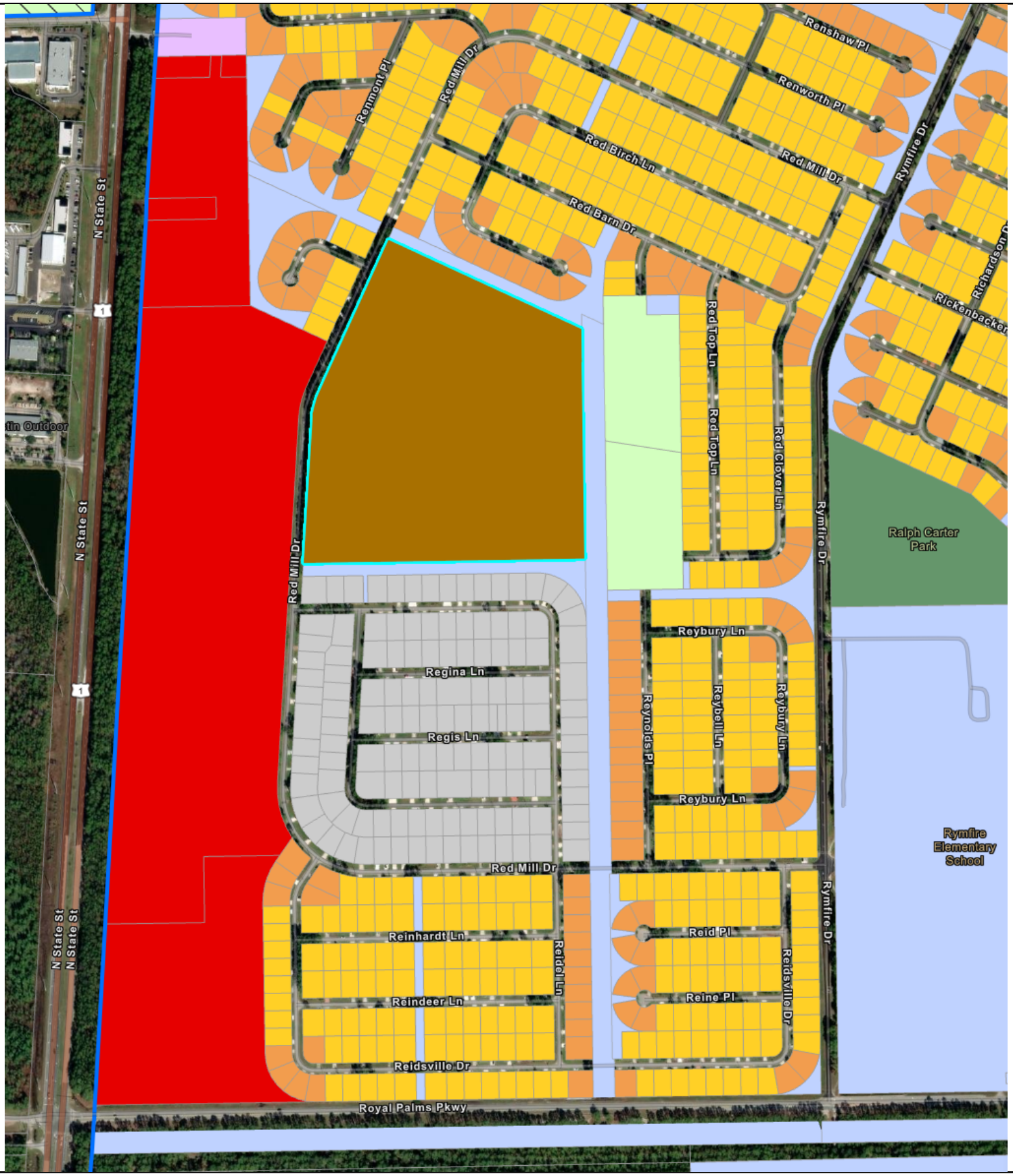
- AGRICULTURE & TIMBERLANDS
- CONSERVATION

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Current Zoning Map

- Palm Coast City Limits
- Subject Properties

Palm Coast Zoning Districts

- AGR
- COM-2
- COM-3
- DPX
- EST-1
- EST-2
- MFR-1
- P & G
- PRS
- PSP
- SFR-1
- SFR-2
- SFR-3
- MPD, MPD post 11-16-08 designation
- MPD, MPD pre 11-16-08 designation

Unincorporated Flagler Zoning

- AC

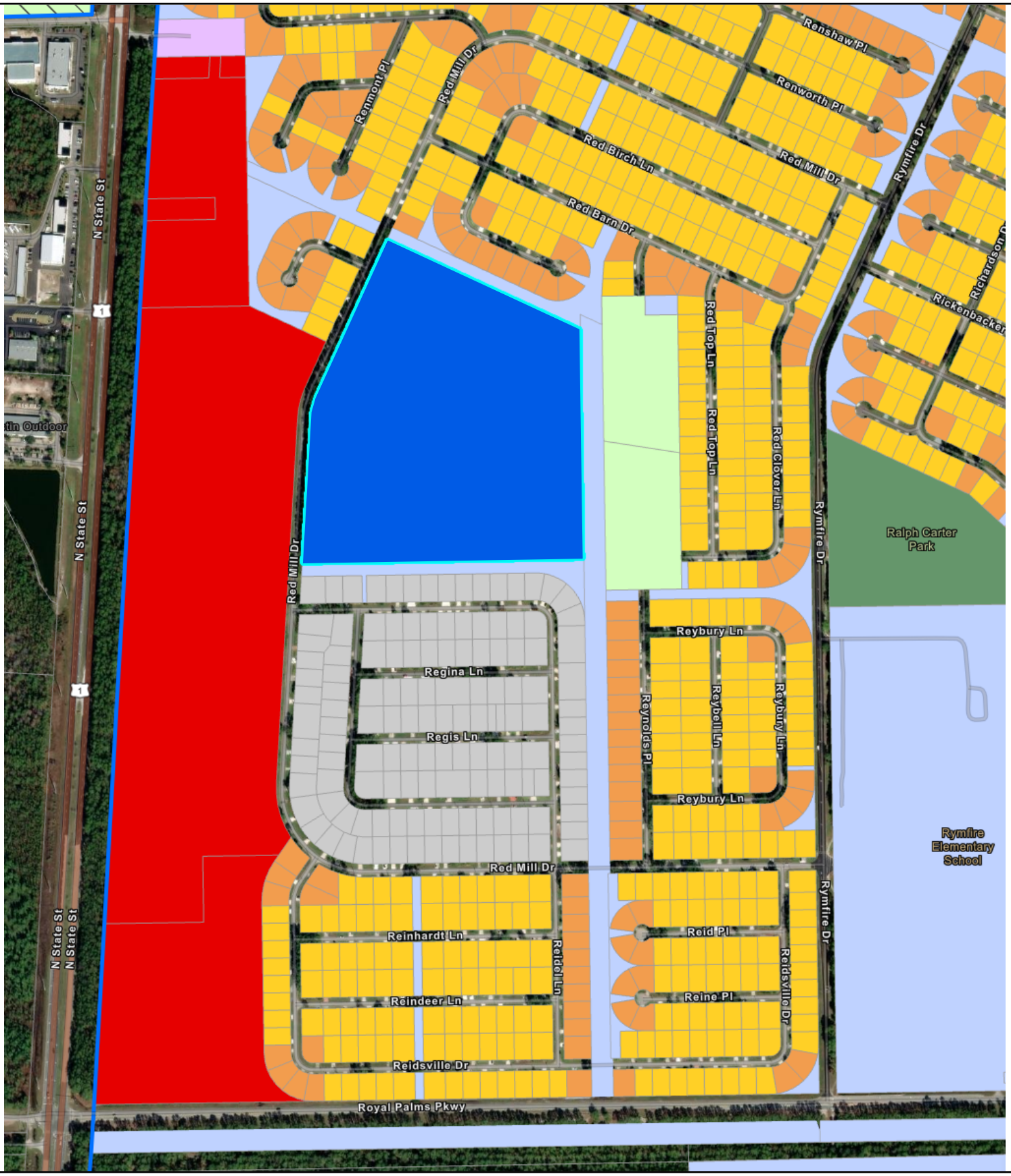
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Proposed Zoning Map

Palm Coast City Limits
Subject Property

Palm Coast Zoning Districts
AGR
COM-2
COM-3
DPX
EST-1
EST-2
MFR-1
P & G
PRS
PSP
SFR-1
SFR-2
SFR-3
MPD, MPD post 11-16-08 designation
MPD, MPD pre 11-16-08 designation

Unincorporated Flagler Zoning
AC

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2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

March 26, 2025

City of Palm Coast
Attn: Ray Tyner
Via City Portal Only

RE: Red Mill Pointe

Dear Mr. Tyner:

I have the pleasure of representing Red Mill Pointe, LLC, a Florida limited liability company (hereinafter "Red Mill") in connection with an application for rezoning. Enclosed please find the Application for Rezoning of the 35.41 acre parcel located on Red Mill Drive, Palm Coast and further identified in the application.

In 2007 the property was approved for the development of a multifamily residence community with approval for 174 townhomes. In May 2023 the property was approved for the development of a multifamily residence with approval for 216 townhomes. The property has always been intended for the development of a townhome community and Red Mill submits this application to rezone to Master Planned Development in order to bring the vision of their project to fruition.

In addition to the application to Rezone to MPD with he corresponding owner authorizations, please find enclosed a list of property owners within 300 feet, Title Opinion letter, Concept Plan, Landscape Design Plans, and a survey. Once you have had an opportunity to review the application, we request you schedule a meeting to discuss your questions and comments. In addition, I will provide a Comprehensive Plan Consistency Analysis under separate cover in the near future. As always, thank you for your cooperation. Should you need any additional information, please contact me at your earliest convenience.

Sincerely,

Michael D. Chiumento III
Attorney
MDC/cm Enclosures

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Proudly serving Flagler and Volusia Counties for over 50 years

May 27, 2025

City of Palm Coast
Attn: Michael Hanson, Project Manager
160 Lake Avenue
Palm Coast, FL 32164

RE: Red Mill Pointe Master Planned Development (MPD)
Application Number 6212

Dear Mr. Hanson:

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.05.05

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

A. The proposed development must not be in conflict with or contrary to the public interest;

The proposed MPD is not in conflict with, or contrary to, the public interest as the MPD Master Plan shows the proposed uses to be in harmony within the project and with neighboring lands.

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of the LDC;

The proposed development is consistent with the City of Palm Coast's Comprehensive Plan, as it aligns with the Future Land Use Map designation of Mixed Use and supports policies promoting compact, walkable communities. The plan furthers the objectives of diverse housing and efficient infrastructure use. The development also complies with all applicable standards in the Land Development Code, including zoning requirements for density and setbacks, stormwater management, and transportation access. All necessary utilities are available, and environmental features are protected in accordance with City Code.

The request is consistent with the following objectives and policies of the Comprehensive Plan:

Chapter 1 Future Land Use Element:

-Objective 1.1.4 – Discourage Urban Sprawl – Promote compact and contiguous development, a mixture of land uses, and discourage urban sprawl.

This project is located in an area adjacent to other properties where development is under construction or in the design/permitting stage, which will discourage urban sprawl.

-Policy 1.1.4.2 – The Master Planned Development (MPD) zoning district shall allow residential housing types to be developed within existing residential development. Potential areas for MPDs are strategically located throughout the City to promote infill development and to maximize vehicular and pedestrian accessibility.

The property subject to the MPD will provide for a neighborhood community of townhomes with access to community amenities.

-Policy 1.1.4.5 – Land use patterns will be required to be efficient and not disproportionately increase the cost of providing and maintaining public facilities, as well as providing housing and transportation strategies that will foster energy conservation.

The proposed MPD is consistent with the above policy as the proposed residential community will be located within an existing residential neighborhoods that are already serviced by nearby schools, grocery stores and gas stations thereby taking advantage of facilities servicing local areas.

-Policy 1.3.1.3 – The City shall encourage development to locate in the areas where public facilities, infrastructure, and services are available. Where there are deficiencies and where appropriate, the City shall require the developer to provide or extend the facilities as necessary to accommodate development. Applicable impact fees shall be used by the City consistent with State law to offset the costs of the City providing facilities.

The proposed MPD does not expand into areas that are currently not served by infrastructure. The applicant will provide an analysis during the Preliminary Plat process to ensure that facilities to serve the proposed development are adequate. In addition, the property is currently subject to a site plan approval and permit.

C. The proposed development must not impose a significant financial liability or hardship for the City.

All proposed development within the MPD will be required to pay applicable impact fees which will ensure the City does not have a financial liability for this project.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants.

The project will not create issues that will threaten the City's inhabitants as the proposed land use

will be buffered from neighboring properties by appropriate landscape buffers as required in the LDC.

E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.

The development of this MPD must also comply with the development standards of the City's Land Development Code, the Comprehensive Plan, and the requirements of all other applicable agencies throughout the development process.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.09.04

The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing the Master Planned Development Application.

A. *Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.*

As previously stated, the proposed application is consistent and furthers the goals and objectives of the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

The standards established in the Red Mill Pointe Master Planned Development (MPD) are consistent with the general intent of the LDC.

C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.

The standards established in the Red Mill Pointe MPD are consistent with the general intent of the LDC. The proposed MPD Development Agreement has only minor and moderate departures from the LDC.

D. Compatibility within the development and relationship with surrounding neighborhoods.

The proposed MPD is compatible with the neighboring properties.

E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.

As this project is submitted for a Preliminary Plat, a concurrency analysis will be required to determine the adequacy of available infrastructure to serve the project.

F. The feasibility and compatibility of development phases to stand as independent developments.

This is not a multi-phased project so this will not be of concern.

G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.

Rymfire Drive and Redmill Drive have sufficient capacity to handle the project's traffic.

H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master Planned Development District classification.

The development utilizes existing roads and utilities, reducing the need for costly infrastructure extensions and supporting infill development in a responsible manner. The project provides attainable housing options for young families, professionals, and retirees in a rapidly growing market.

I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.

The project is in compliance with the Mixed Use designation of the Future Land Use Element, supporting residential uses in line with the City's intent to create vibrant, walkable neighborhoods.

J. Impact upon the environment or natural resources.

The project meets the LDC in compliance with protecting natural resources as its development site contains an area of low-quality wetlands.

K. Impact on the economy of any affected area.

The proposed project will provide jobs during the construction of the project and provide housing for residents.

Sincerely yours,



Michael D. Chiumento III
MDC/cm

GENERAL - APPLICATION

DATE	03/31/2025
APPLICATION TYPE	REZONING MASTER PLANNED DEVELOPMENT

PROJECT NAME	Red Mill Pointe				
LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS)	76 RED MILL DR PALM COAST FL 32137-				
PROPERTY APPRAISER'S PARCEL NUMBER	07-11-31-7033-0RP0F-0030				
LEGAL DESCRIPTION	35.41 AC PALM COAST SEC 33 RESERVE PARCEL F-3 OR 553 PG 1539 OR 846 PG 1588-CD OR 984 PG 1608 OR 1292 PG 679 OR 1364/1515 OR 1622/1965 OR 1887/91 OR 2023/551				
SUBDIVISION NAME					
SECTION	07	BLOCK	0RP0F	LOT	0030
PROPERTY ACRES	35.41			PROPERTY SQ FT	1542460
FUTURE LAND USE MAP DESIGNATION				EXISTING ZONE DISTRICT	
OVERLAY DISTRICT					
COMMUNITY PANEL NUMBER	120684			MAP PANEL DATE	06/06/2018
FLOOD ZONE					
PRESENT USE OF PROPERTY					

DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS)

Application to Rezone to MPD

PROPOSED NUMBER OF LOTS		IS THERE EXISTING MORTGAGE?	No

Owner	Applicant / Agent
Name: RED MILL POINTE LLC	Name: MICHAEL D. CHIUMENTO III
Mailing Address: POST OFFICE BOX 770279 ORLANDO, FL 328192877	Mailing Address: 145 CITY PLACE, SUITE 301 PALM COAST, FL 32164
Phone Number: (312) 952-6831	Phone Number: (386) 264-6035
E-mail Address: SHARRIS@BRITEHOMES.COM	E-mail Address: CMCNEIL@LEGALTEAMFORLIFE.COM
Mortgage Holder	**Engineer or Professional**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
Architect	**Traffic Engineer**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
Surveyor	**Landscape Architect**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
Attorney	
Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

APPLICANT / OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning

APPLICANT / OWNER'S ELECTRONIC SUBMISSION STATEMENT: Under penalty of perjury, I declare that all the information contained in this development application is true and correct. By signing this Electronic Submission Form, I consent to use electronic communications, electronic records, and electronic signatures rather than paper documents for the form(s) provided on this web site. I understand that my electronic signature is legally binding, as stated by 2016 Florida Statutes Title XXXIX Chapter 668 Section 50

Signature of Property Owner or Applicant

MICHAEL D CHIUMENTO III

GENERAL APPLICATION: ☐ Rezoning ☐ Special Exception
☐ Nonstatutory Land Division/Parcel Reconfiguration ☐ Vacating Plat
☐ Subdivision Master Plan ☐ Preliminary Plat ☐ Final Plat
☐ Master Site Plan ☐ Nonresidential Controlling Master Site Plan
☐ Technical Site Plan ☐ Site Plan Addition ☐ Development Order Modification
☐ Variance ☐ Parking Flexibility
☐ Wireless Communication Facility (new structure)

CD Plus Application #: _____ Application Submittal Date: _____
Fee Paid: $_____ Date of Acceptance: _____
Employee Name Accepting Application (print name): _____
Rejected on _____ Rejected by: _____
Reason for Rejection: _____

A. PROJECT NAME: Red Mill Pointe

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): Red Mill Drive, Palm Coast, Florida 32164

C. PROPERTY APPRAISER'S PARCEL NUMBER(s): 07-11-31-7033-0RP0F-0030

D. LEGAL DESCRIPTION: _____ Subdivision Name; ____ Section; _____ Block; _____ Lot
Reserved Parcel F3, ROYAL PALMS SECTION 33, PALM COAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 67 THROUGH 77, INCLUSIVE, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 35.41 ACRES

F. FUTURE LAND USE MAP DESIGNATION: Mixed Use EXISTING ZONING DISTRICT: MFR-1
OVERLAY DISTRICT: _____

G. FLOOD ZONE: X COMMUNITY PANEL NUMBER: _____ DATE: _____

H. PRESENT USE OF PROPERTY: Multi-Use

I. DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS):
Rezone from MFR-1 to MPD

J. **PROPOSED NUMBER OF LOTS:** _____

K. CHECK APPROPRIATE BOX FOR SITE PLAN:
☑ Tier 1 (up to 40,000 sq. ft. / 40 units)
☐ Tier 2 (up to 100,000 sq. ft. / 100 units)
☐ Tier 3 (exceeding 100,000 sq. ft. / 100 units)

L. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION: None

M. WATER/SEWER PROVIDER: City of Palm Coast

N. IS THERE AN EXISTING MORTGAGE? ☐ Yes ☑ No

OWNER:

Name: Red Mill Pointe, LLC	
Mailing Address: Post Office Box 770279 Orlando, FL 32877	
Phone Number:	
E-mail Address: SHarris@britehomes.com & BKociecki@britehomes.com	

APPLICANT / AGENT:

Name: Michael D. Chiumento III, Esq.	
Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164	
Phone Number: 386-445-8900 ext 102	
E-mail Address: Michael3@legalteamforlife.com	

MORTGAGE HOLDER:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

ENGINEER OR PROFESSIONAL:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

PLANNER:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

TRAFFIC ENGINEER:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

SURVEYOR:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

LANDSCAPE ARCHITECT:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

ATTORNEY:

Name: Michael D. Chiumento III, Esq.	
Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164	
Phone Number: 386-445-8900 ext 102	
E-mail Address: Michael3@legalteamforlife.com	

DEVELOPER OR DOCKMASTER:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:
Signature of owner OR person authorized to represent this application

Signature(s) _____ _____

Printed or typed name(s): Robert Kociecki, Manager of Red Mill Pointe, LLC _____

NOTARY: This instrument was acknowledged before me on this 24 **day of** February, 2025 **by**

Robert Kociecki, Manager of Red Mill Pointe, LLC **who is/are personally known to me, or who has/have produced**

_____ **as identification.**

(SEAL)

JAMIE FUENTES
Commission # HH614846
Expires January 10, 2028

_____
Signature of Notary Public, State of Florida

Property Owner Letter of Authorization
**********IFAPPLICANT IS NOT THE PROPERTY OWNER**********

Dear Planning Manager,

I/We, Robert Kociecki, as Manager of Red Mill Pointe, LLC being the
(All property owners)

current property owner(s) of the property legally described as

Parcel # 07-11-31-7033-0RP0F-0030 and also described as

Subdivision _____ Section_____, Block_____ ,Lot _____.

Street address Red Mill Drive, Palm Coast, Florida

Do hereby designate and authorize Michael D. Chiumento III, Esq.
(name of authorized agent)

representing Red Mill Pointe, LLC
(All property owners)

To sign on my/our behalf, as my/our agent to submit an application for a

Application for Rezoning to MPD
(type of application)

Signature of property owner

Robert Kociecki
Print Name

Robert Kociecki, as Manager of Red Mill Pointe, LLC
Print Name

Print Name

NOTARY: This instrument was acknowledged before me on this by means of ☑ physical presence or ☐ online notarization 24 day of February, 2025 by Robert Kociecki, as Manager of Red Mill Pointe, LLC who is/are personally known to me, or who has/have produced _____ as identification.

(SEAL)

Signature of Notary Public, State of Florida

JAMIE FUENTES
Commission # HH 614846
Expires January 10, 2029

AFFIDAVIT OF CORPORATE IDENTITY/AUTHORITY

STATE OF FLORIDA

COUNTY OF _____

COMES NOW, Robert Kociecki, being first duly sworn, who deposes and says:

(1) That he/she is the Manager, an officer of Red Mill Point, LLC corporation existing under the laws of the State of Florida.

(2) That he/she is authorized to execute the following deeds or instruments on behalf of the above named corporation: _____ relating to the following described real property: Red Mill Drive, Palm Coast, Florida 32164

(3) That this affidavit is made to induce the City of Palm Coast to accept the above described property.

Signature of owner OR person authorized to represent this application

_____ _____

Signature **Print**

Robert Kociecki, as Manager of Red Mill Pointe, LLC

NOTARY: This instrument was acknowledged before me on this by means of ☐ physical presence or ☐ online notarization 24 **day of** February, 20 25 **by** Robert Kociecki, as Manager of Red Mill Pointe, LLC **who is/are personally known to me, or who has/have produced** _____ **as identification.**

(SEAL)

_____

Signature of Notary Public, State of Florida

JAMIE FUENTES
Commission # HH 614846
Expires January 10, 2029

Detail by Entity Name

Florida Limited Liability Company
RED MILL POINTE LLC

Filing Information

Document Number	L21000372112
FEI/EIN Number	87-3739841
Date Filed	08/19/2021
State	FL
Status	ACTIVE

Principal Address

6751 Forum Drive
Suite 210
Orlando, FL 32821

Changed: 07/05/2023

Mailing Address

P O Box 770279
Orlando, FL 32877

Changed: 07/05/2023

Registered Agent Name & Address

WHARTON LAW GROUP, PA
456 S. CENTRAL AVE
OVIEDO, FL 32765

Authorized Person(s) Detail

Name & Address

Title MGR

BRITE GROUP HOLDINGS FLORIDA LLC
6751 Forum Drive
Suite 210
Orlando, FL 32821

Title Manager

KOCIECKI, ROBERT
6751 FORUM DR
SUITE 210
ORLANDO, FL 32821

Annual Reports

Report Year	Filed Date
2023	02/16/2023
2023	07/05/2023
2024	03/25/2024

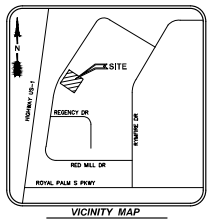
Document Images

03/25/2024 -- ANNUAL REPORT	View image in PDF format
07/05/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
02/16/2023 -- ANNUAL REPORT	View image in PDF format
04/29/2022 -- ANNUAL REPORT	View image in PDF format
08/19/2021 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

BOUNDARY & TOPOGRAPHIC SURVEY
ALSO BEING AN
(ALTA/NSPS LAND TITLE SURVEY)
FOR
M&M DEVELOPMENT OF FLAGLER LLC
AT
RED MILL DRIVE
LYING IN
SECTION 7-TOWNSHIP 11 SOUTH-RANGE 31 EAST
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA





VICINITY MAP
NOT TO SCALE

⚠ LEGAL DESCRIPTION: (PER EXHIBIT "A", AS PROVIDED BY CLIENT)

RESERVED PARCEL F3, ROYAL PALMS SECTION 33, PALM COAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 67 THROUGH 77, INCLUSIVE OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

SITUATE IN THE COUNTY OF FLAGLER, STATE OF FLORIDA.

⚠ SCHEDULE B-SECTION II PER WFG NATIONAL TITLE INSURANCE COMPANY
TITLE COMMITMENT NO. 1806666FL-A
EFFECTIVE DATE JULY 20, 2021 AT 8:00 A.M.

(9) EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS AS SET FORTH IN THE PLAT OF ROYAL PALMS SECTION 33, PALM COAST, RECORDED IN MAP BOOK 10, PAGE 67 THROUGH 77, INCLUSIVE. (AFFECTS SUBJECT PARCEL) (AS SHOWN ON SURVEY)

(10) COVENANT BY ITT COMMUNITY DEVELOPMENT, CORP A&F., AND ITT LAND CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 130, PAGE 19. (AFFECTS SUBJECT PARCEL) (BLANKET IN NATURE) (NOT PLOTTABLE)

(11) RESOLUTION 91-61 RECORDED IN OFFICIAL RECORDS BOOK 458, PAGE 1209. (AFFECT SUBJECT PARCEL) (BLANKET IN NATURE) (NOT PLOTTABLE)

(12) DRAINAGE EASEMENT IN FAVOR OF PALM COAST COMMUNITY SERVICE CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 549, PAGE 991, AS AFFECTED BY ASSIGNMENT OF RESERVED RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 602, PAGE 53. (AFFECTS SUBJECT PARCEL) (AS SHOWN ON SURVEY)

(13) NON-EXCLUSIVE ASSIGNMENT OF EASEMENT RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 641, PAGE 1049, AS CORRECTED IN OFFICIAL RECORDS BOOK 686, PAGE 272. ((AFFECTS SUBJECT PARCEL) (BLANKET IN NATURE) (NOT PLOTTABLE)

(14) CITY OF PALM COAST DEVELOPMENT ORDER APPROVAL RECORDED IN OFFICIAL RECORDS BOOK 1645, PAGE 1882. (AFFECTS SUBJECT PARCEL) (BLANKET IN NATURE) (NOT PLOTTABLE)

SURVEY NOTES:

1. COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. THIS SURVEY IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88)

   THE SITE BENCHMARKS FOR THIS TOPOGRAPHIC SURVEY ARE DISPLAYED ON THE RESPECTIVE SURVEY FILE. THESE BENCHMARKS ARE BASED ON A CLOSED VERTICAL CONTROL LOOP HAVING AN ACTUAL ERROR OF CLOSURE OF 0.015' WHICH MEETS THE ALLOWABLE CLOSURE OF 0.045'. THIS FIELDWORK WAS PERFORMED USING A TOPCON LEVEL MODEL # DL-502 AND REFERENCES THE FOLLOWING PUBLISHED BENCHMARKS AS ESTABLISHED BY THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) AND ALL VERTICAL INFORMATION INCLUDING SPOT ELEVATIONS, NOTATIONS AND THE CONTOUR LINES DERIVED THEREFROM ARE BASED ON AND MATCHED TO VERTICAL CONTROL BENCHMARKS SUPPLIED BY NGS DATA SHEETS PUBLISHED AT WWW.LABINS.ORG AS FOLLOWS:

   a) DESIGNATION #U 721, PID #DM2626
      (NAVD '88) ELEVATION = 34.74'

   b) DESIGNATION #T 721, PID #DM2625
      (NAVD '88) ELEVATION = 29.64'

   SITE BENCHMARKS ARE AS SHOWN ON SHEET 3 & 5 OF 5.
4. THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 5 OF 5.
5. THE LAST DAY FIELD WORK WAS PERFORMED WAS APRIL 7, 2021; ALL BOUNDARY CORNERS WERE RECOVERED OR SET AS NOTED HEREON.
6. THE "LEGAL DESCRIPTION" HEREON IS IN ACCORD WITH EXHIBIT "A" OF THE TITLE COMMITMENT, AND WAS PROVIDED BY THE CLIENT.
7. BEARINGS SHOWN HEREON ARE RELATIVE TO THE CENTERLINE OF RED MILL DRIVE AS SHOWN ON THE SUBDIVISION PLAT ROYAL PALMS – SECTION 33 PALM COAST, AS RECORDED IN MAP BOOK 10, PAGES 67 THROUGH 77, INCLUSIVE OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. SAID BEARING BEING NORTH 03°27'17" EAST.
8. HAVING CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12035C0120E, COMMUNITY PANEL NO. 120684-0120-E, CITY OF PALM COAST, REVISED DATE JUNE 6, 2018, THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE X, WHICH ARE AREAS OF MINIMAL FLOOD HAZARD (NAVD '88). THIS DETERMINATION WAS BASED ON A GRAPHIC INTERPOLATION OF SAID MAP AND NOT ON ACTUAL FIELD MEASUREMENTS.
9. HORIZONTAL WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.05 (FT). THE EQUIPMENT USED TO VERIFY THE HORIZONTAL CONTROL ON THE SUBJECT SURVEY WAS A TOPCON HIPER V. THE EQUIPMENT USED TO LOCATE THE FEATURES WAS A TOPCON PS-103A ROBOTIC TOTAL STATION.
10. FLAGLER COUNTY PROPERTY APPRAISER INFORMATION DISPLAYED HEREON AS PARCEL# IS PER THE FLAGLER COUNTY PROPERTY APPRAISER'S WEBSITE WWW.FLAGLERPACOM) AS OF APRIL 7, 2021.

⚠ 11. UNLESS OTHERWISE NOTED, ALL RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION CONTAINED IN THE COMMITMENT FOR TITLE INSURANCE BY WFG NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 1806666FL-A, EFFECTIVE DATE JULY 20, 21021, AND WAS PROVIDED BY THE CLIENT.

12. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN.
13. THIS SURVEY DOES NOT IDENTIFY THE LIMITS OR EXTENT OF POTENTIAL JURISDICTIONAL WETLAND BOUNDARIES. WETLANDS SHOWN HAVE NOT BEEN APPROVED BY JURISDICTIONAL AGENCIES.
14. FENCES AND WALLS EXISTING ON, OVER OR ADJACENT TO SUBJECT PROPERTY, ARE DISPLAYED HEREON; OWNERSHIP WHETHER SINGULAR OR JOINT WAS NOT DETERMINED BY THIS SURVEY.
15. VERTICAL FEATURE ACCURACY: "ELEVATIONS OF WELL-IDENTIFIED FEATURES CONTAINED IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 0.05 (FT)."
16. DIMENSIONS ARE SHOWN RELATIVE TO UNITED STATES STANDARD FEET AND DECIMALS THEREOF, UNLESS THE OBJECT SHOWN IS COMMONLY IDENTIFIED IN INCHES, I.E. TREE DIAMETER, PIPE DIAMETER, ETC. TREES DEPICTED ARE COMMON NAMES AND MEASURED AND LABELED AS DIAMETER AT BREAST HEIGHT IN INCHES.
17. CERTAIN INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR AS NOTED OR DISPLAYED HEREON.
18. THE UNDERGROUND UTILITIES DEPICTED BY PIPE LINETYPES ARE APPROXIMATE IN NATURE BASED UPON AN INSPECTION OF THE MANHOLE, GRATE, ETC. OF EACH FACILITY. EXISTING PIPES WERE NOT LAMPED OR REMOTELY VIEWED FOR DIRECTION, OBSTRUCTIONS OR CONNECTIVITY.

Line Legend:
NOT TO SCALE

- 1 FOOT CONTOURS
- 5 FOOT CONTOURS
- ADJOINER PROPERTY LINES
- BARBED WIRE FENCE
- BROKEN LINE
- BURIED CABLE
- BURIED CABLE TELEVISION
- BURIED ELECTRIC
- BURIED FIBER OPTICS
- BURIED GAS
- BURIED RECLAIMED WATER LINE
- BURIED SANITARY LINES
- BURIED SANITARY SEWER FORCE MAIN LINE
- BURIED TRAFFIC CONTROL
- BURIED TELEPHONE LINE
- BURIED WATER LINES
- CENTER LINE R/W
- CHAIN LINK FENCE
- EASEMENT LINES (EXISTING)
- EASEMENT LINES (PROPOSED)
- EDGE OF WATER LINES
- EXISTING DRAINAGE PIPES
- EXISTING DRAINAGE PIPES (TERMINUS & ANGLE UNKNOWN)
- FIRE WATER MAIN LINES
- HOT WATER SUPPLY LINES
- IRRIGATION LINES
- OVERHEAD TRAFFIC LINES
- OVERHEAD UTILITY LINES
- RAILROAD TRACKS
- RIGHT-OF-WAY LINES
- SECTION LINES
- STONE WALL LINES
- TOP OF BANK LINES
- TOE OF SLOPE LINES
- TREE LINES
- TRAVERSE LINES
- UNKNOWN BURIED LINES
- VINYL FENCE
- WOOD FENCE
- WETLAND LINE
- ORANGE PAINT LINE
- GREEN PAINT LINE
- RED PAINT LINE
- WHITE PAINT LINE
- PURPLE PAINT LINE
- BLUE PAINT LINE
- YELLOW PAINT LINE

Symbol Legend:
NOT TO SCALE

- AIR RELEASE VALVE
- BORING HOLE LOCATION
- BRICK PAVERS
- CABLE TV RISER
- CENTRAL ANGLE
- CLEAN OUT
- COMMUNICATION MANHOLE
- CONCRETE
- CONCRETE LIGHT POLE
- CONCRETE LIGHT POLE (DUAL)
- CONCRETE LIGHT POLE (TRIPLE)
- CONCRETE LIGHT POLE (QUAD)
- CONCRETE MITERED END SECTION
- CONCRETE PAVERS
- CONCRETE RIP RAP
- CONCRETE UTILITY POLE
- COUNTY ROAD SYMBOL
- CROSSWALK SIGNAL POLE
- DETECTABLE WARNING AREA
- DUAL SUPPORT SIGN
- ELECTRICAL MANHOLE
- ELECTRIC METER
- ELECTRICAL JUNCTION BOX
- ELECTRIC OUTLET
- ELECTRIC RISER
- FIBER OPTIC MARKER
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- FLOOD LIGHT
- FOUND CONCRETE MONUMENT (AS NOTED)
- FOUND IRON PIPE (AS NOTED)
- FOUND IRON REBAR (AS NOTED)
- FOUND/SET NAIL (AS NOTED)
- GARBAGE CAN
- GAS MARKER
- GAS VALVE
- GOPHER TORTOISE HOLE
- GRATE INLET
- GRAVEL/DIRT
- GREASE TRAP MANHOLE
- GROUND LIGHT
- GUY ANCHOR
- HANDICAP PARKING SPACE
- INTERSTATE SYMBOL
- IRRIGATION CONTROL VALVE
- LIGHT POLE
- LIGHT POLE (DUAL)
- LIGHT POLE (TRIPLE)
- LIGHT POLE (QUAD)
- MAILBOX
- MONITOR WELLS
- NAIL & DISC (AS NOTED)
- PARKING SPACES (2)
- POST INDICATOR VALVE
- PULL BOX (AS NOTED)
- REVISION NUMBER (3)
- RECLAIMED WATER METER
- RECLAIMED WATER VALVE
- ROOF DRAIN
- SANITARY SEWER MANHOLE
- SANITARY SEWER VALVE
- TITLE OR REPORT ITEM NUMBER
- SECTION CORNER
- 4" X 4" CM LB #7143
- 5/8" IR&C LB #7143
- SIGN
- SITE BENCH MARK
- STORM SEWER MANHOLE
- STRIPING (DIRECTIONAL)
- TELEPHONE CABLE RISER
- TELEPHONE MANHOLE
- TELEPHONE LINE MARKER
- TELEPHONE JUNCTION BOX
- TEST HOLE
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL SUPPORT POLE
- UNKNOWN MANHOLE
- UNKNOWN UTILITY MARKER
- UNKNOWN RISER
- UNKNOWN VALVE
- UTILITY FLAG (AS NOTED)
- VENT (AS NOTED)
- WATER METER
- WATER RISER
- WATER SERVICE
- WATER SPIGOT
- WATER SPRINKLER
- WATER VALVE
- WELL
- WETLAND FLAG
- WOOD UTILITY POLE
- WATER LINE MARKER
- WIRE HEIGHTS (SEE CHART)

Sign Legend:
NOT TO SCALE

- (R1) ROW NUMBER SIGN
- (B) BUS STOP SIGN
- (DE) DEAD END SIGN
- (DNE) DO NOT ENTER SIGN (R5-1)
- (HC) HANDICAP SIGN
- (HC) DUAL HANDICAP SIGN
- (FDC) FIRE DEPARTMENT CONNECTION
- (INFO) INFORMATION SIGN
- (KR) KEEP RIGHT SIGN
- (LTO) LEFT TURN ONLY
- (ME) MEDIAN SIGN
- (ND) NO DUMPING SIGN
- (NL) NO LEFT TURN SIGN (R3-2)
- (NLI) NO LITTERING SIGN
- (NO) NO OUTLET SIGN
- (FL) NO PARKING FIRE LANE SIGN
- (NOR) NO RIGHT TURN SIGN (R3-1)
- (NTT) NO THRU TRAFFIC SIGN
- (NOT) NO TRUCKS (R5-2)
- (NP) NO PARKING SIGN
- (1W) ONE WAY SIGN (R6-2)
- (PE) PEDESTRIAN CROSSING SIGN
- (RTO) RIGHT TURN ONLY
- (SL) SPEED LIMIT SIGN
- (ST) STOP SIGN (R1-1)
- (SS) STREET SIGN
- (TZ) TOW AWAY ZONE SIGN
- (TE) TRUCK ENTRANCE SIGN
- (U) UNKNOWN SIGN
- (WL) WEIGHT LIMIT SIGN
- (WW) WRONG WAY SIGN
- (Y) YIELD SIGN

Reference Material

1) SUBDIVISION PLAT ROYAL PALMS – SECTION 33 PALM COAST, AS RECORDED IN MAP BOOK 10, PAGES 67 THROUGH 77, INCLUSIVE OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

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Index of Survey Sheets

1	ALTA/NSPS LAND TITLE SURVEY (COVER SHEET)
2	ALTA/NSPS LAND TITLE SURVEY (BOUNDARY SURVEY)
3-5	ALTA/NSPS LAND TITLE SURVEY (TOPOGRAPHIC SURVEY)

Surveyor's Certification:

⚠⚠ Certified to: Red Mill Pointe, LLC, Wharton Law Group, P.A., WFG National Title Insurance Company, Fuse 10, LLC and Leopold Korn P.A..

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1-5, and 13 of Table A thereof.
The field work was completed on April 7,2021.

Also

I hereby certify that the attached "ALTA/NSPS Land Title Survey" being hereby described property is true and correct to the best of my knowledge, information and belief as surveyed in the field on April 7, 2021. I further certify that this "ALTA/NSPS Land Title Survey" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(2) AND THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEFFERY W. PATTERSON, PSM, 6384 ON JANUARY 9, 2022 PER 5J17-062(2)

For the Firm By:

Jeffery W. Patterson
STATE OF FLORIDA
Professional Surveyor & Mapper
Florida Registration No. 6384

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www.cphcorp.com
A Full Service A & E Firm
520 Palm Coast Pkwy. SW, Suite 200
Palm Coast, FL 32137
Ph: 386.445.6569
Plans Prepared By:
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State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000526
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Field Crew: D. Sillivan
Drawn By: B. Benard
Checked By: R. Roberts
Approved By: J. Patterson
Job No.: B21701
Date: 4/7/2021 © 2022

BOUNDARY & TOPOGRAPHIC SURVEY
ALSO BEING AN
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M&M DEVELOPMENT OF FLAGLER LLC
RED MILL DRIVE
SECTION 7-TOWNSHIP 11 SOUTH-RANGE 31 EAST
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

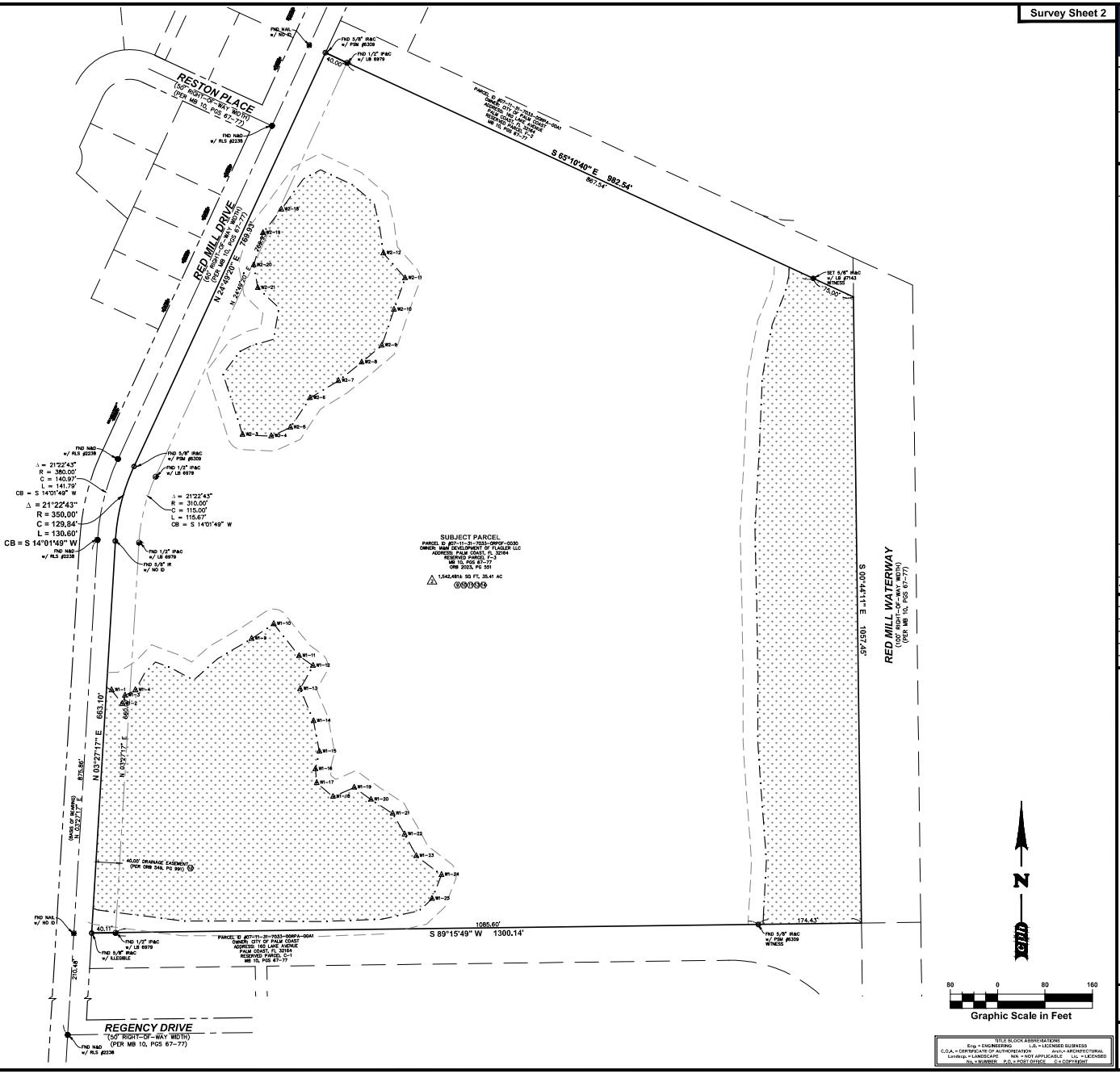
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Survey Sheet 2

Abbreviation Legend:

(A)	– ACTUAL	MBX	– MAILBOX
A/C	– AIR CONDITIONER	MES	– MITERED END SECTION
ACSM	– AMERICAN CONGRESS ON SURVEYING & MAPPING	MH	– MANHOLE
ADA	– AMERICANS WITH DISABILITIES ACT	MLP	– METAL LIGHT POLE
ALTA	– AMERICAN LAND TITLE ASSOCIATION	MPH	– MILES PER HOUR
APPROX	– APPROXIMATE	MPP	– METAL POWER POLE
ARV	– AIR RELEASE VALVE	N/A	– NOT APPLICABLE
AVE	– AVENUE	NAVD	– NORTH AMERICAN VERTICAL DATUM
AVG	– AVERAGE	NAD	– NORTH AMERICAN DATUM
(BB)	– BEARING BASIS	NG	– NATURAL GROUND
BFP	– BACK FLOW PREVENTER	NGS	– NATIONAL GEODETIC SURVEY
BLK	– BLOCK	NGVD	– NATIONAL GEODETIC VERTICAL DATUM
BLDG	– BUILDING	N & D	– NAIL AND DISK
BLVD	– BOULEVARD	NO.	– NUMBER
BM	– BENCH MARK	NR	– NON–RADIAL
BOC	– BACK OF CURB	NSPS	– NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
BOW	– BACK OF WALK		
BSL	– BUILDING SETBACK LINE	NT	– NON–TANGENT
BWF	– BARBED WIRE FENCE	NTS	– NOT TO SCALE
C–X	– DENOTES SHEET NUMBERING FOR ENGINEERING PLANS	OD	– OUTSIDE DIAMETER
(C)	– CALCULATED	ORB	– OFFICIAL RECORDS BOOK
C	– CHORD	OR	– OFFICIAL RECORDS
CATV	– CABLE TELEVISION RISER	OUL	– OVERHEAD UTILITY LINES
CB	– CHORD BEARING	OTL	– OVERHEAD TRAFFIC LINES
CBS	– CONCRETE BLOCK STRUCTURE	(P)	– PLAT
C.C.R.	– CERTIFIED CORNER RECORD	PB	– PLAT BOOK
C&G	– CURB & GUTTER	PC	– POINT OF CURVATURE
CI	– CATCH INLET	PCC	– POINT OF COMPOUND CURVATURE
C/L	– CENTERLINE	PCP	– PERMANENT CONTROL POINT
CLF	– CHAIN LINK FENCE	PFF	– PROPOSED FINISHED FLOOR
CM	– CONCRETE MONUMENT	PG	– PAGE
CMP	– CORRUGATED METAL PIPE	PGS	– PAGES
CO	– CLEANOUT	PI	– POINT OF INTERSECTION
CONC	– CONCRETE	PIV	– POST INDICATOR VALVE
COR	– CORNER	PK	– PARKER KAYLON
CRPP	– CORRUGATED PLASTIC PIPE	POB	– POINT OF BEGINNING
CUE	– COUNTY UTILITY EASEMENT	POC	– POINT OF COMMENCEMENT
CVS	– CAN'T VERIFY SIZE	POL	– POINT ON LINE
CVS&T	– CAN'T VERIFY SIZE & TYPE	PP	– POWER POLE
CWS	– CROSSWALK SIGNAL	PRC	– POINT OF REVERSE CURVATURE
Δ	– DELTA	PRM	– PERMANENT REFERENCE MONUMENT
(D)	– DESCRIPTION	PSM	– PROFESSIONAL SURVEYOR & MAPPER
DB	– DEED BOOK	PT	– POINT OF TANGENCY
DBH	– DIAMETER AT BREAST HEIGHT IN INCHES	PVC	– POLYVINYL CHLORIDE PIPE
DE	– DRAINAGE EASEMENT	PVMT	– PAVEMENT
DEPT	– DEPARTMENT	R31E	– RANGE 31 EAST
DIP	– DUCTILE IRON PIPE	R	– RADIUS
DR	– DRIVE	RAD	– RADIAL
D/U	– DRAINAGE AND UTILITY EASEMENT	RCP	– REINFORCED CONCRETE PIPE
(E)	– ENGINEERING PLAN	REC	– RECOVERED
EJB	– ELECTRIC JUNCTION BOX	REV	– REVISION
EL	– UNDERGROUND ELECTRICAL LINES	RP	– RADIUS POINT
ELEC	– ELECTRIC	R/W	– RIGHT–OF–WAY
ELEV	– ELEVATION	RLS	– REGISTERED LAND SURVEYOR
ELLIP	– ELLIPTICAL	RP	– RADIUS POINT
EOI	– END OF INFORMATION	RWL	– UNDERGROUND RECLAIM WATER LINE
EOP	– EDGE OF PAVEMENT	RWM	– RECLAIMED WATER METER
FB	– FIELD BOOK	SE	– SPECIAL EASEMENT
FDC	– FIRE DEPARTMENT CONNECTION	SEC 7	– SECTION 7
FDOT	– FLORIDA DEPARTMENT OF TRANSPORTATION	SMH	– SANITARY SEWER MANHOLE
FF	– FINISH FLOOR	(SP)	– STATE PLANE
FG	– FLAT GRATE INLET	SQ	– SQUARE
FGLP	– FIBERGLASS LIGHT POLE	SQ FT	– SQUARE FEET
FHYD	– FIRE HYDRANT	ST	– STREET
FM	– FORCE MAIN	STMH	– STORM DRAINAGE MANHOLE
FND	– FOUND	S/W	– SIDEWALK
FP&L	– FLORIDA POWER AND LIGHT	TB	– TANGENT BEARING
FS	– FLORIDA STATUTES	T11S	– TOWNSHIP 11 SOUTH
(G)	– GRID (STATE PLANE)	TELE	– TELEPHONE
GL	– UNDERGROUND GAS LINES	TL	– OVERHEAD TRAFFIC SIGNAL LINES
GOVT	– GOVERNMENT	TOB	– TOP OF BANK
GPR	– GROUND PENETRATING RADAR	TOE	– TOE OF SLOPE
GTMH	– GREASE TRAP MANHOLE	TR	– TELEPHONE RISER
HDPE	– HIGH DENSITY POLYETHYLENE PIPE	TRANS	– TRANSFORMER
HWF	– HOG WIRE FENCE	TSB	– TRAFFIC SIGNAL BOX
ID	– IDENTIFICATION	TSSP	– TRAFFIC SIGNAL SUPPORT POLE
ICV	– IRRIGATION CONTROL VALVE	TVL	– UNDERGROUND CABLE TV LINES
INFO	– INFORMATION	(TYP)	– TYPICAL
INV	– INVERT	UE	– UTILITY EASEMENT
IP	– IRON PIPE	UNK	– UNKNOWN
IP&C	– IRON PIPE & CAP	UTL	– UNDERGROUND TELEPHONE LINES
IR	– IRON ROD	W/	– WITH
IR&C	– IRON REBAR & CAP	WF	– WROUGHT IRON FENCE
IRR	– IRRIGATION	WL	– UNDERGROUND WATER LINE
L	– ARC LENGTH	WLP	– WOOD LIGHT POLE
LB#	– LICENSED BUSINESS NUMBER	WM	– WATER METER
LP	– LIGHT POLE	WP	– WORK PROGRAM
(M)	– MEASURED	WPF	– WOOD POST FENCE
MB	– MAP BOOK	WPP	– WOOD POWER POLE
		WV	– WATER VALVE



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State of Florida Licenses:
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Architect. No. AA26000326
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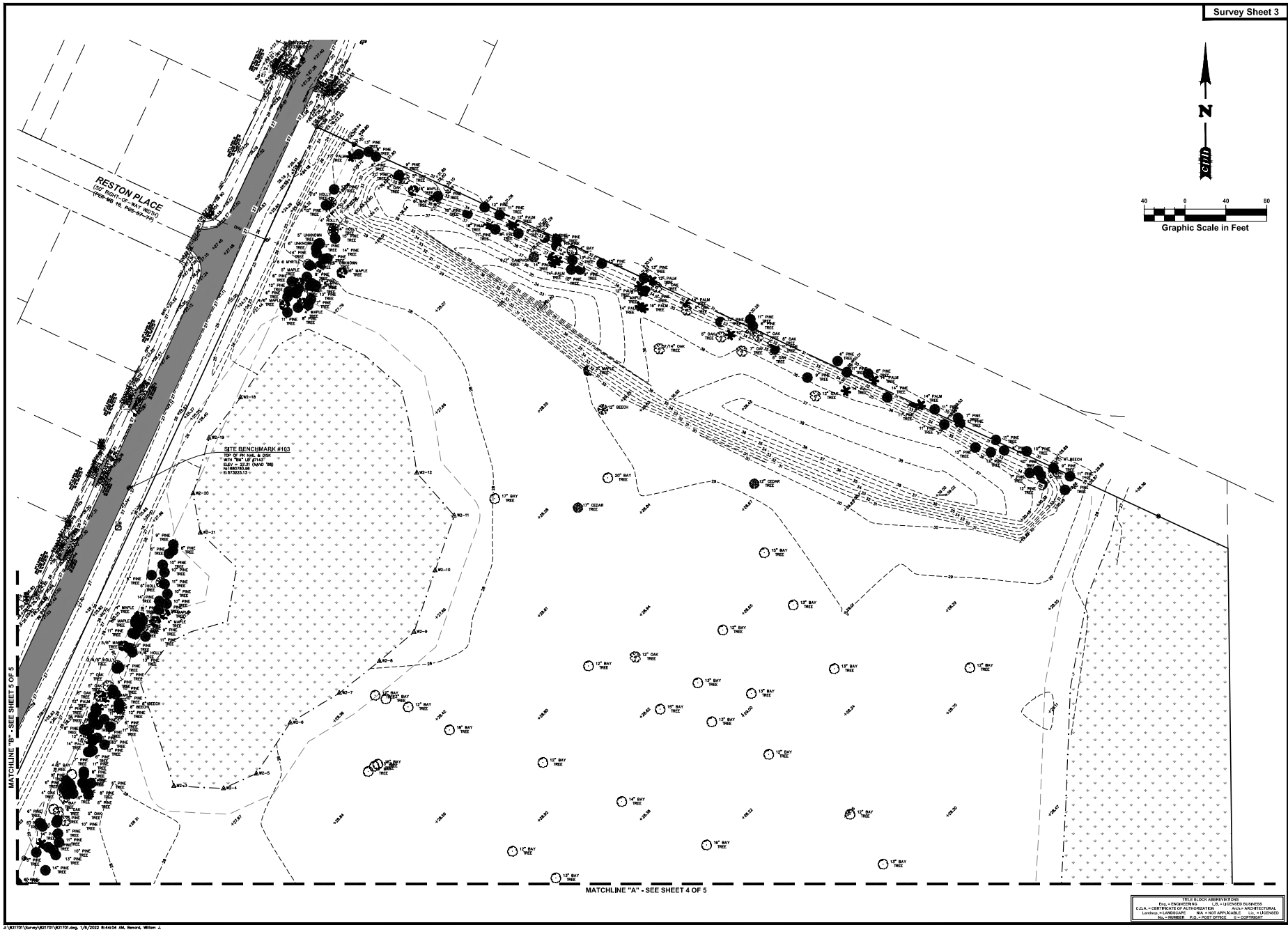
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Drawn By: B. Benard
Checked By: R. Roberts
Approved By: J. Patterson
Job No.: B21701
Date: 4/7/2021 © 2022

BOUNDARY & TOPOGRAPHIC SURVEY
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M&M DEVELOPMENT OF FLAGLER LLC
RED MILL DRIVE
SECTION 7 ;TOWNSHIP 11 SOUTH-RANGE 31 EAST
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

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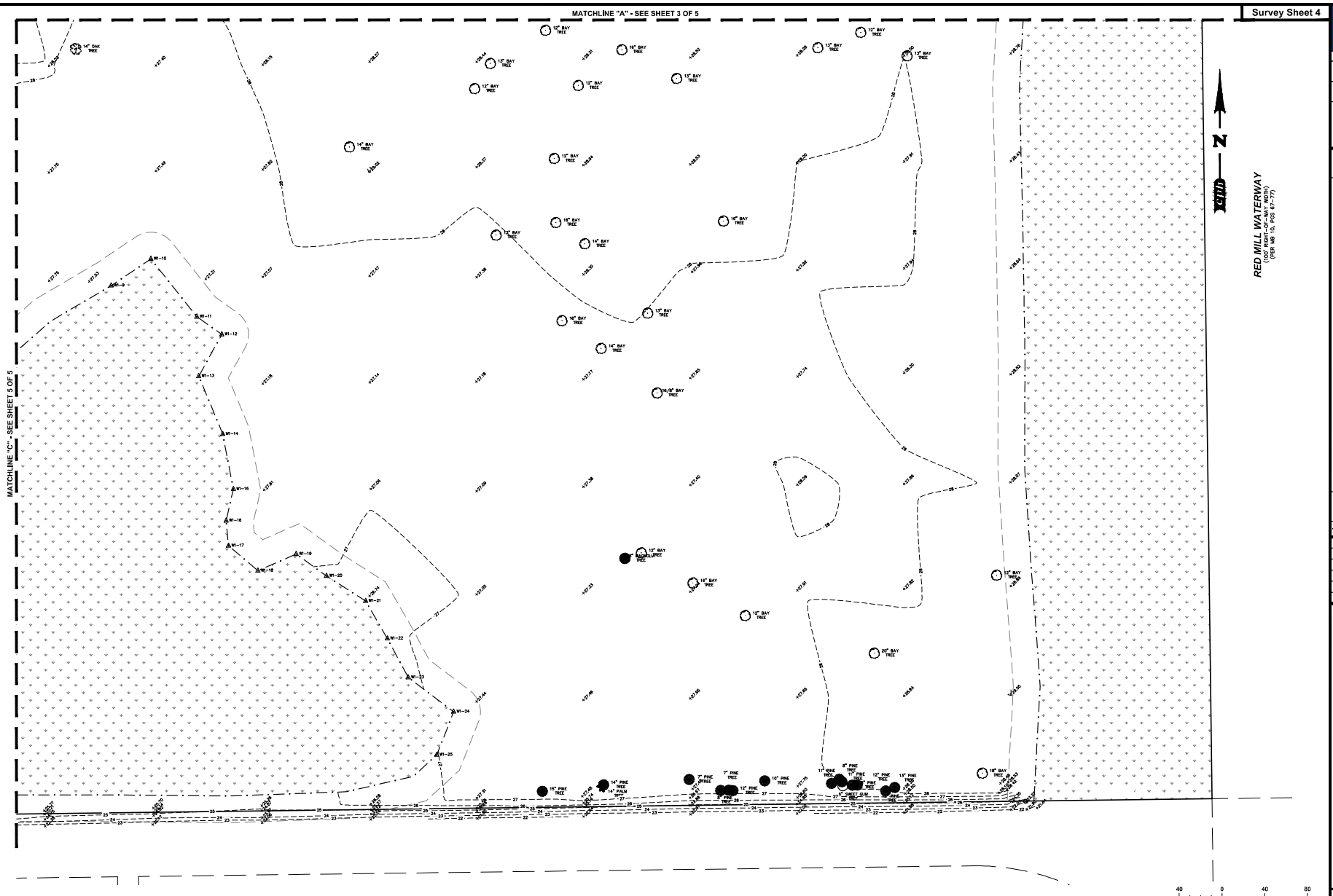
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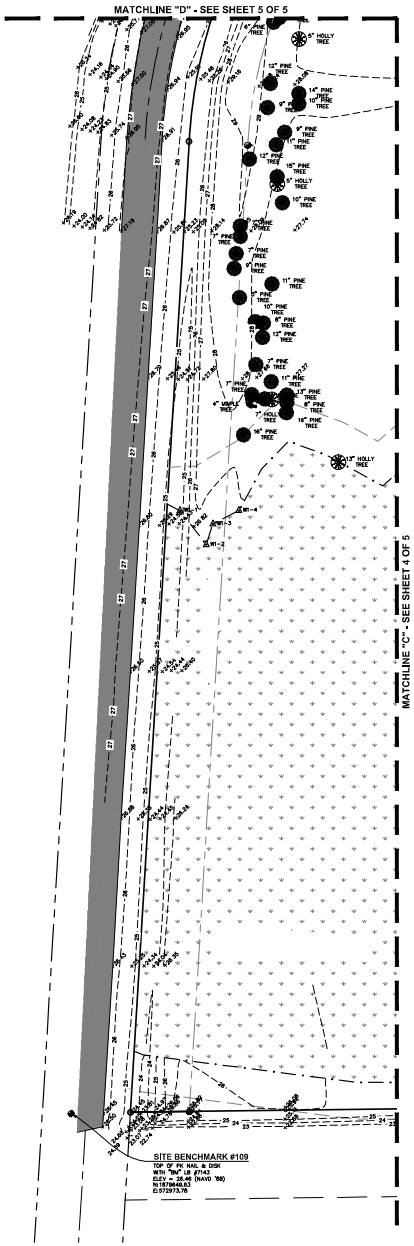
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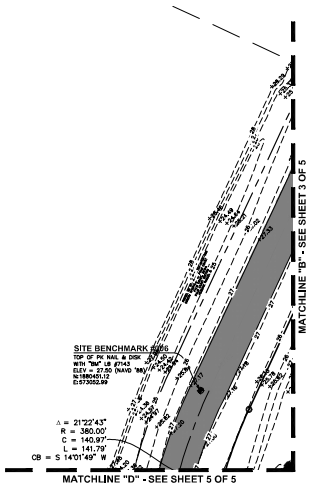
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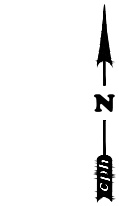
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40 0 40 80
Graphic Scale in Feet

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Michael D. Chiumento
Michael D. Chiumento III
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Vincent L. Sullivan
Diane A. Vidal
Kareen Movsesyan
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Mark A. Hall
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Meredith Wearsch
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Michael D. Chiumento III
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Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

March 20, 2025

City of Palm Coast
Attn: Ray Tyner
160 Lake Avenue
Palm Coast, FL 32164

RE: Red Mill Pointe
Parcel Identification No. 07-11-31-7033-0RP0F-0030

Dear Mr. Tyner:

I have reviewed the title with respect to the property as described in Exhibit "A" attached hereto: Based upon my examination of the title search, it is my legal opinion that as of February 28, 2025; that fee simple title to the property is vested in **Red Mill Pointe, LLC, a Florida limited liability company,** subject to the following matters:

1. All matters as contained on the Plat of Royal Palms, Section 33, Palm Coast, as recorded in Plat Book 10, Page 67; as affected by Surveyor's Affidavits as recorded in O.R. Book 86, Page 497, O.R. Book 122, Page 239, and O.R. Book 189, Page 255, Public Records of Flagler County, Florida.
2. Drainage Easement to Palm Coast Community Service Corporation as recorded in O.R. Book 549, Page 991; as assigned in O.R. Book 602, Page 53, Public Records of Flagler County, Florida.
3. Right of others to use any portion of the land lying within the waters of Red Mill Waterway as shown on Plat Book 10, Page 74, Public Records of Flagler County, Florida.
4. Development Order Approval as recorded in O.R. Book 1645, Page 1882; O.R. Book 2657, Page 1870 and O.R. Book 2797, Page 1843, Public Records of Flagler County, Florida.
5. Covenants, conditions and restrictions as recorded in O.R. Book 40, Page 692; as amended in O.R. Book 53, Page 426; O.R. Book 81, Page 560; O.R. Book 95, Page 254; O.R. Book 100, Page 9; O.R. Book 119, Page 620; O.R. Book 119, Page 641; O.R. Book 218, Page 594; O.R. Book 381, Page 168; O.R. Book 391, Page 144; O.R. Book 641, Page 982 and evidence of transfer of authority to the City of Palm Coast as recorded in O.R. Book 1303, Page 1664 and joinder recorded in O.R. Book 1303, Page 1681, Public

Records of Flagler County, Florida, which contain provisions creating easements and/or assessments.

6. Covenant recorded in O.R. Book 130, Page 19, Public Records of Flagler County, Florida.
7. Easement contained in instrument recorded in O.R. Book 458, Page 6, as assigned by instrument recorded in O.R. Book 679, Page 537, and O.R. Book 1814, Page 118, Public Records of Flagler County, Florida.
8. Declaration of Consent as recorded in O.R. Book 641, Page 980, Public Records of Flagler County, Florida.
9. Bill of Sale recorded in O.R. Book 641, Page 1048, Public Records of Flagler County, Florida.

Sincerely,



Michael D. Chiumento
Attorney
MDC/cm

EXHIBIT "A"

RESERVED PARCEL F3, ROYAL PALMS SECTION 33, PALM COAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 67 THROUGH 77, INCLUSIVE, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

Prepared by and Return to:
Michael D. Chiumento III, Esq.
CHIUMENTO LAW, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164
Attn: Caroline McNeil

Affidavit
Survey - No Additional Improvements

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared **Robert Kociecki, Manager of Red Mill Pointe, LLC, a Florida limited liability company** ("Affiant"), who depose(s) and say(s) under penalties of perjury that:

1. This affidavit is made with regard to the following described property:

Parcel Identification Number 07-11-31-7033-0RP0F-0030

Reserved Parcel F3, Royal Palms Section 33, Palm Coast, according to the Plat thereof as recorded in Map Book 10, Pages 67 through 77, inclusive, of the Public Records of Flagler County, Florida.

2. Affiant is the fee simple owner of the real property described under item 1 above ("Property").
3. Affiant has reviewed the survey of the Property prepared by CPH, dated April 7, 2021 and recertified on January 6, 2022 under Job No. B21701.
4. There has been no construction on the Property since the original survey and no construction on adjoining land that would encroach onto the Property.

Red Mill Pointe, LLC

By:_____
Robert Kociecki, Manager

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me by means of [X] physical presence or [_] online notarization, this 22 day of May, 2025 by Robert Kociecki, Manager of Red Mill Pointe, LLC, who [_] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

MICHELLE BRANA
Commission # HH 204027
Expires January 15, 2026

Environmental Assessment

For the

Red Mill Drive
Palm Coast, Flagler County, Florida

Prepared By:
Atlantic Ecological Services, LLC
Attention: Jody Sisk
201 Basque Road
St. Augustine, FL 32080
jody@atlanticeco.com
(904) 347-9133

Prepared For:

Stephen Harris
Brite Homes
6751 Forum Drive, 215
Orlando, FL 32821

February 2026

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8.0 SUMMARY **6**

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- **Location Map**
- **Aerial Map**
- **Topographic Map**
- **Soils Map**
- **Habitat Map**
- **Wetland Map**
- **Wetland Impact Map**

1.0 PROJECT INTRODUCTION

The Red Mill Drive property is located within the City of Palm Coast, Flagler County, Florida, in Section 34, Township 11 South, Range 31 East. The project area is approximately 35.41 acres in total size and is located in Flagler County Parcel ID# 07113170330RP0F0030. The subject property is located north of Regency Drive and east of Red Mill Drive. The project area consists of undeveloped land. Please see the attached Location Map and Aerial Map within Appendix I for details. The latitude and longitude coordinates for the approximate center of the project are 29° 30' 21.843" North and 81° 15' 33.75" West.

The owner/applicant for the project is:

Stephen Harris
Brite Homes
6751 Forum Drive, 215
Orlando, FL 32821

The proposed project is to construct residential housing.

Atlantic Ecological Services (AES) conducted an Environmental Assessment (EA) on the Red Mill Drive property (herein referred to as the subject property). The subject property was reviewed to determine habitat types present, boundaries of habitat types, presence of or the potential for protected species, wildlife utilization of the site and other environmental constraints noted during the site visits. The subject property field visit and surveys occurred on February 12, 2026. This EA report discusses the methods used to conduct the EA, the results thereof and includes several supplementary figures.

Mr. Jody Sisk of AES performed the wetland and protected species review on the subject property. Mr. Sisk currently holds certifications from the City of Palm Coast as a Qualified Environmental Professional, including Gopher Tortoise Agent (#19567), Wetlands (#19568), and Listed Species (#19569).

Wetlands within the subject property were reviewed and approved in the field with Mr. Cameron Allen and Mrs. Lauren Brogley of the St. Johns River Water Management District (SJRWMD) on 12/05/2022. The wetland approval remains valid under ERP Application #111135 – 2.

2.0 EXISTING SITE CONDITIONS

The subject property consisted of forested upland and wetlands with a canal located along the eastern boundary.

The communities and land use areas were categorized according to the Florida Department of Transportation (FDOT) (1991) *Florida Land Use, Cover and Forms Classification*

System (FLUCFCS). The communities and land uses observed and delineated on the subject property are described in detail below and are shown on the attached Habitat Map.

2.1 Uplands

Pine Plantation (FLUCCS 441) – Uplands within the subject property consisted of former planted silviculture lands. The tree canopy is slash pine (*Pinus elliottii)* and longleaf pine (*Pinus palustris*) planted in bedded rows. Sub-canopy species are limited to saw palmetto (*Serona repens*).

2.2 Wetlands

Wetland Mixed Forest (FLUCCS 630) – Two isolated wetland areas were located along the western portions of the subject property. Vegetation consisted of slash pine, cypress (*Taxodium* sp.), cabbage palm (*Sabal palmetto*), Virginia chain fern (*Woodwardia virginicus*), cinnamon fern (*Osmunda cinnamomea*) and fetter bush (*Lyonia lucida*).

Marsh (FLUCCS 641) – The wetland located along the eastern boundary which abuts a large canal and consists of an herbaceous marsh with sapling trees and shrubs. Vegetation included salt bush (*Baccharis halimifolia*), shiny lyonia (*Lyonia lucida*), spike rush (*Rhynchospora* sp.), bushy broom sedge (*Andropogon glomeratus*), yellow eyed grass (*Xyris* sp.), cinnamon fern (*Osmundastrum cinnamomeum*), maiden cane (*Panicum hemitomon).*

3.0 SOILS

A discussion of each soil type present on the subject property is documented below. Please see the attached Soils Map within Appendix I for the location of each soil type.

Placid, Basinger, & St. Johns soils, depressional (12) – These are very deep, poorly drained soils which are present in depressions along flatwoods. Undrained areas are ponded for long periods. They range from 3 to 400 acres in size. In most years, undrained areas are ponded for more than 6 months, and the seasonal high-water table is as much as 2 feet above the surface.

Valkaria Fine Sand (19) – This is a very deep, nearly level, poorly drained soil on flatwoods. Areas in this soil are irregular and range from 40 to 300 acres. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 4 months of the year. It is at a depth of 10 to 40 inches or more during extended dry periods.

Smyrna fine sand (21) – This is a very deep, poorly drained soil which is present in nearly level flatwoods areas. They range from 4 to 400 acres. The seasonal high-water table is at a depth of 6 to 18 inches for 1 to 4 months during wet seasons and at 10 to 40 inches for more than 6 months.

Udarents, moderately wet (29) – This map unit consists of heterogenous soil material that was removed from other soils and used in land-leveling operations as fill material. The seasonal high-water table is at a depth of 18 to 36 inches for 2 to 6 months.

4.0 WETLANDS AND SURFACE WATERS

4.1 Methods and Jurisdiction

Criteria used to determine the presence of the boundaries of wetlands and surface waters were in accordance with Chapter 62-340 F.A.C. The onsite wetlands were reviewed and approved by Cameron Allen and Lauren Brogley of the SJRWMD. Wetland limits are approved under ERP Application #111135 – 2. A total of approximately 10.21 acres of wetland are found on the subject property.

Wetlands within the subject property are jurisdictional to the St. Johns River Water Management District (SJRWMD), City of Palm Coast and Florida Department of Environmental Protection (FDEP). The wetland is considered moderate quality under the City of Palm Coast LDC.

Based on preliminary desktop review, the wetland areas W-1 and W-2 lack a direct connection to navigable waters and may not meet federal jurisdiction requirements. Wetland W-3 connects directly to a large canal which maintains a direct hydrologic connection to Graham Swamp. W-3 would be considered a jurisdictional water of the U.S. An Approved Jurisdictional Determination with the United States Army Corps of Engineers will be required to confirm jurisdiction.

4.2 Wetland Impacts

This project proposes 0.86 acres of secondary impacts due to not providing a minimum 15' upland buffer to the wetland. No direct dredge or fill impacts within wetlands are proposed. A UMAM analysis was conducted and 0.06 UMAM credits will be required to completely offset all secondary impacts. Please find the wetland impact map and UMAM sheet within Appendix II. Wetland mitigation was provided through the purchase of 0.06 forested freshwater UMAM credits from Fishtail Mitigation Bank.

5.0 WILDLIFE OBSERVATIONS

Wildlife observations, both direct and indirect, were made throughout the course of the site investigation. A list of species observed is provided in the following table:

Table 5.1 Wildlife species observed on the subject project area in Palm Coast, Flagler County, Florida.

Taxon	Common Name	Scientific Name	Protected*
Birds	Mourning dove	*Zenaida macroura*	No
	Northern mockingbird	*Mimus polyglottos*	No
	Northern cardinal	*Cardinalis cardinalis*	No
Mammals	Nine-banded armadillo	*Dasypus novemcinctus*	No

6.0 PROTECTED SPECIES

Prior to visiting the site, a background literature search was conducted to compile a list of state and federally protected animal and plant species that could occur on the subject property. The primary sources of literature reviewed include the Florida Natural Areas Inventory Biodiversity Matrix and the United States Fish and Wildlife Service Information, Planning, and Consultation System (IPAC). During the site reconnaissance, observations or evidence of protected species and the likelihood of occurrence of each protected species were noted. Further review was completed following the habitat mapping and descriptions.

6.1 Protected Wildlife Species

The protected animal species with at least some likelihood of occurrence are listed in Table 6.1.1, below. The likelihood of occurrence of each species is noted in the table and those species with at least a moderate likelihood of occurrence are discussed following the table.

Table 6.1.1: Protected wildlife species with the potential to occur on the subject property, in Palm Coast, Flagler County, Florida.

Species Name	Common Name	Agency Listing		Likelihood of Occurrence	Habitat
		FWC	FWS/NMFS		
Drymarchon corais couperi	Eastern indigo snake	T	T	Low	Wide variety of habitats
Gopherus Polyphemus	Gopher tortoise	T		Low	Sandhills, scrub, hammocks, dry prairies, flatwoods, & ruderal

T=Threatened

No listed species are anticipated to utilize the subject property. Vegetative coverage within the subject property is thick with a dense canopy and sub-canopy which provides non-suitable habitat for the gopher tortoise. A preliminary survey for gopher tortoise burrows was completed on February 12, 2026 and no burrows were observed.

The FWC's Eagle Nest Locator website was queried for data regarding documented southern bald eagle (*Haliaeetus l. leucocephalus*) nests in the project vicinity. The southern bald eagle is protected under the Bald and Golden Eagle Protection Act (BGEPA). Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. Two known bald eagle nests are both located approximately 5 miles northeast of the subject property. Therefore, this project is not likely to adversely affect the southern bald eagle.

No other protected species are anticipated to utilize the subject property.

6.2 Protected Plant Species

The protected plant species with some potential to occur on the subject property are listed in Table 6.2.1, below.

Table 6.2.1: Protected plant species with the potential to occur on the subject property, in Palm Coast, Flagler County, Florida.

Species Name	Common Name	Agency Listing		Likelihood of Occurrence	Habitat
		FDACS	FWS		
Calopogon multiflorus	Many-flowered grass pink	E		Low	Pine flatwoods, esp. recently burned
Centrosema arenicola	Sand butterfly pea	E		Low	pine flatwoods, sandhills, coastal strands and interdunal swales
Helianthus carnosus	Lakeside sunflower	E		Low	Wet flatwoods
Lechea cernua	Nodding pineweed	E		Low	dry sandy areas, sand pine scrub, scrub, dunes and sandy ridges
Nemastylis floridana	Fall-flowering ixia; celestial lily	E		Low	Swamps, marshes and wet pine flatwoods
Nolina atopocarpa	Florida beargrass	T		Low	grassy areas of mesic and wet flatwoods
Pteroglossaspis ecristata	Giant orchid	T		Low	Sandhill, scrub, pine flatwoods, pine rocklands

E= Endangered; T= Threatened; CE= Commercially Exploited

No federally protected plant species are expected to occur on the subject property.

7.0 Cultural Resources

A master file search was reviewed by the Division of Historical Resources (DHR) for potential of cultural resources. No cultural resources were identified within the subject property. Please find DHR letter within Appendix III.

8.0 Summary

The Red Mill Drive property is located within the City of Palm Coast, Flagler County, Florida. The parcel is approximately 35.41 acres in size and includes 10.21 acres of wetlands. Wetlands within the property were delineated, and approved by the SJRWMD under ERP Application #111135 – 2. The proposed project will cause 0.86 acres of secondary impacts due to upland buffer impacts. Mitigation was provided in the form of 0.06 forested freshwater UMAM credits from Fishtail Mitigation Bank.

The subject property does not provide suitable habitat for the gopher tortoise. A preliminary gopher tortoise burrow was completed on February 12, 2026, and no potentially occupied gopher tortoise burrows were identified.

No other protected fauna species are anticipated within the project area. No federally protected flora species are anticipated on the subject property.

Technical Literature References

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APPENDIX I

Figures



Latitude: 29° 30' 21.843"N
Longitude: 81° 15' 33.75"W
Section 34
Township 11 South
Range 30 East

Image Source: ESRI 2026
Date: 2-12-16

0 1,500 3,000 Feet

Location Map
Red Mill Dr
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticeco.com
201 Basque Rd | St. Augustine, FL 32080

Document Path: C:\Users\JonathanOravetz\Desktop\GIS\Redmill-Dr\Redmill-Dr\mxd\aerial.mxd

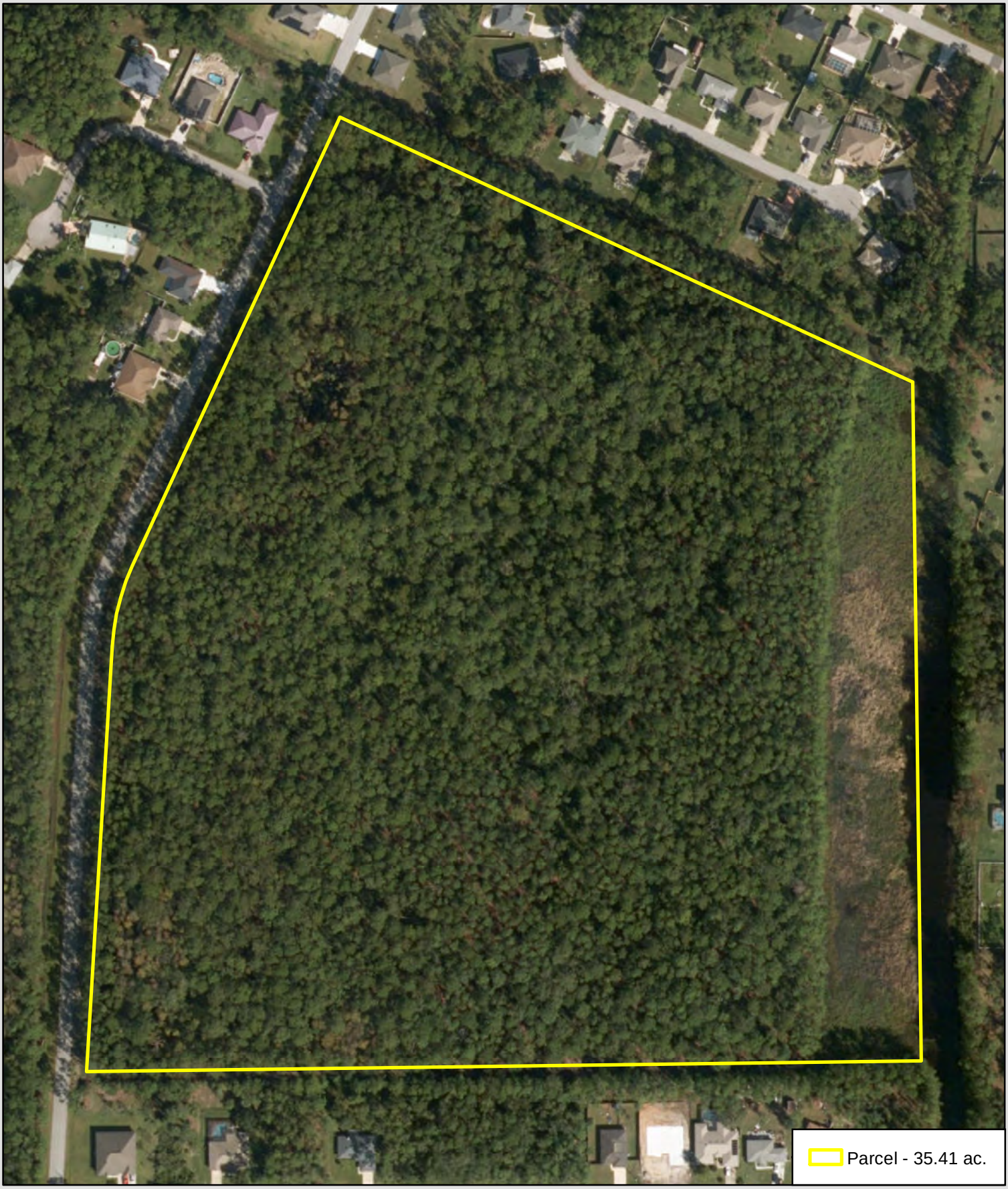


Image Source: ESRI 2022
Date: 2-12-26

0 100 200 Feet

N

Aerial Map
Redmill Dr
Flagler County, Florida

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201 Basque Rd | St. Augustine, FL 32080

Document Path: C:\Users\jorav\Desktop\GIS\Redmill-Dr\mxd\topo.mxd



Image Source: ESRI 2026
Date: 2-12-26

0 250 500 Feet

N

Topographic Map
Redmill Dr
Flagler County, Florida

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Document Path: C:\Users\JonathanOravetz\Desktop\GIS\Redmill-Dr\Redmill-Dr\mxd\soil.mxd



Image Source: ESRI 2022
Date: 2-12-26

0 150 300 Feet

N

Soil Map
Redmill Dr
Flagler County, Florida

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201 Basque Rd | St. Augustine, FL 32080

Document Path: C:\Users\JonathanOravetz\Desktop\GIS\Redmill-Dr\Redmill-Dr\mxd\habitat.mxd

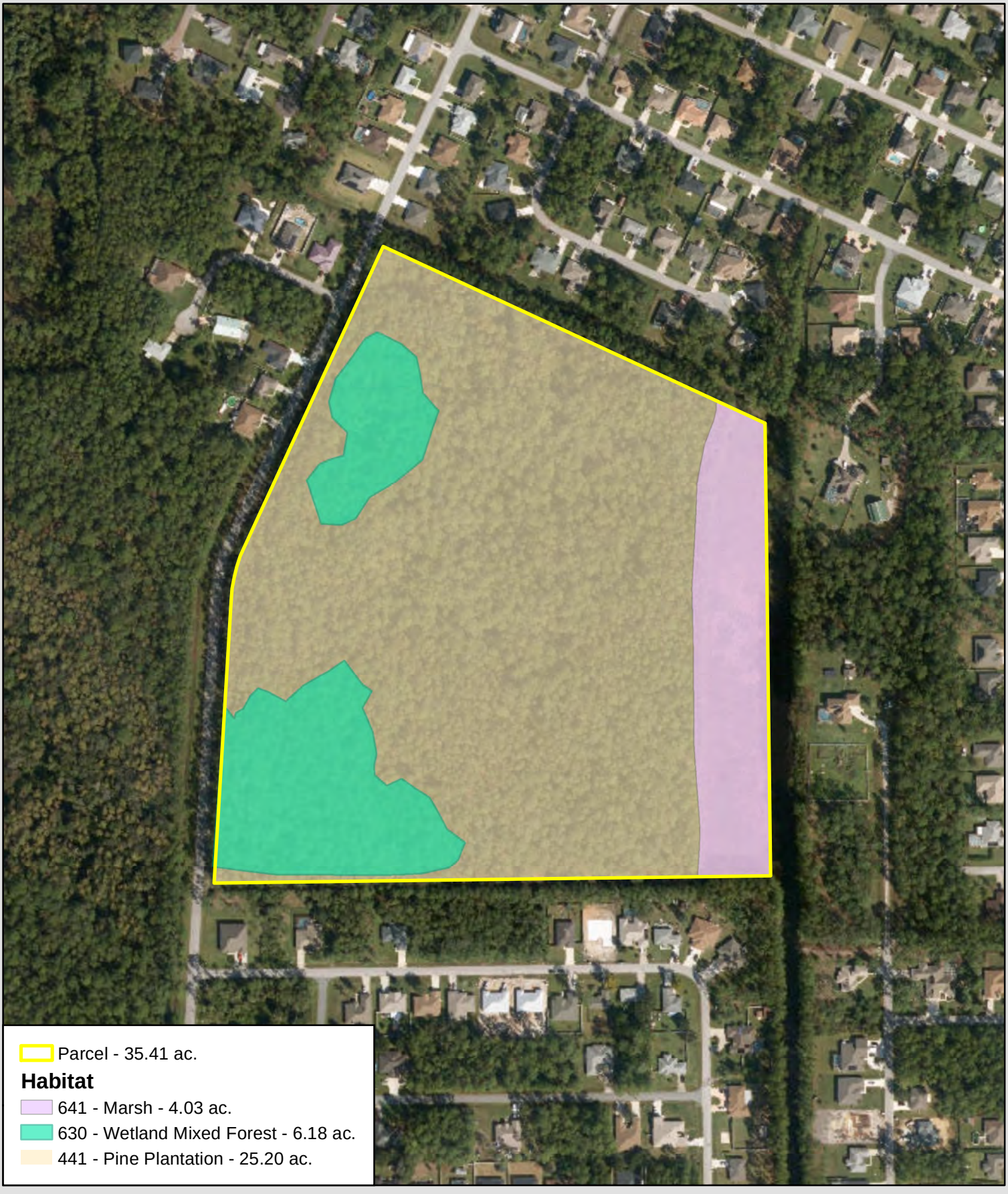


Image Source: ESRI 2022
Date: 2-12-26

0 150 300 Feet

N

Habitat Map
Redmill Dr
Flagler County, Florida

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201 Basque Rd | St. Augustine, FL 32080

Document Path: C:\Users\JonathanOravetz\Desktop\GIS\Redmill-Dr\Redmill-Dr\mxd\wetland.mxd



Image Source: ESRI 2022
Date: 2-12-26

0 100 200 Feet

N

Wetland Map
Redmill Dr
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticeco.com
201 Basque Rd | St. Augustine, FL 32080

Document Path: C:\Users\jorav\Desktop\GIS\Redmill-Dr\mxd\wetland impact 4-25-22.mxd



Site Plan
Parcel - 35.41 ac.
Secondary Impact - 0.86 ac.
Wetland

Date: 4-25-22

0 100 200 Feet

N

Wetland Impact Map
Redmill Dr
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticeco.com
201 Basque Rd | St. Augustine, FL 32080

APPENDIX II

UMAM

Project:	*Red Mill Dr*			date onsite:	5-Dec-22					
		Location and Landscape Support		Water Environment		Community Structure				Total
	Habitat								Functional	Impact
Impacts	type	before	after	before	after	before	after	Acres	loss	Acres
										0.86
Secondary	630/641	6	5	7	7	7	6	0.86	0.0573	
		0	0	0	0	0	0	0	0.0000	
		0	0	0	0	0	0	0	0.0000	Total
		0	0	0	0	0	0	0	0.0000	Functional
		0	0	0	0	0	0	0	0.0000	Loss
		0	0	0	0	0	0	0	0.0000	0.057
		0	0	0	0	0	0	0	0.0000	
		0	0	0	0	0	0	0	0.0000	
									0.0000	
									0.0000	

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Red Mill	111135 – 2	630/641

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
630/641		Secondary Impact	0.86

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
9 - Pellicer Creek & Matanzas River	Class III	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

An isolated forested wetland area within pine silviculture and a wetland marsh which abuts drainage canal.

Assessment area description

Area 1 - Isolated forested wetland within pine silviculture. Vegetation comprises slash pine cypress, cabbage palm, Virginia chain fern, cinnamon fern, fetter bush. Area 2 - a wetland marsh where vegetation comprises salt bush, shiny lyonia, spike rush, bushy broom sedge, yellow eyed grass, cinnamon fern, and maiden cane

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
none	not unique

Functions	Mitigation for previous permit/other historic use
Refugia for wildlife, water filtration and storage, nutrient cycling, water recharge	

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
frogs, snakes, mosquito fish, raccoon, song birds	none

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

none

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
J. Sisk	12/5/2022

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Red Mill		630/641
Impact or Mitigation	**Assessment conducted by:**	**Assessment date:**
Secondary Impact	J. Sisk	12/5/2022

Scoring Guidance	**Optimal (10)**	**Moderate(7)**	**Minimal (4)**	**Not Present (0)**
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

.500(6)(a) Location and Landscape Support	w/o pres or current: 6	with: 5
The minimum upland buffer distance is not maintained. One point of decrease is applied for secondary impacts related to the change of adjacent land use from silviculture to residential development.		
.500(6)(b)Water Environment (n/a for uplands)	w/o pres or current: 7	with: 7
no changes anticipated in water environments.		
.500(6)(c)Community structure 1. Vegetation and/or 2. Benthic Community	w/o pres or current: 7	with: 6
The minimum upland buffer distance is not maintained. One point of decrease is applied for secondary impacts related to encroachment into the wetland including edge effects such as increased light, woody vegetation encroachment, reduced biodiversity, and establishment of weedy species.		

Score = sum of above scores/30 (if uplands, divide by 20)	current or w/o pres	with
	20	18

Delta = [with-current]
0.0573

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

If mitigation
Time lag (t-factor) =
Risk factor =

For impact assessment areas
FL = delta x acres = **0.057**

For mitigation assessment areas
RFG = delta/(t-factor x risk) =

APPENDIX III

DHR Correspondence

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177

August 31, 2022

RE: DHR Project File No.: 2022-5341, Received by DHR: August 2, 2022
Application No.: 111135 - 2
Project: Red Mill Pointe
County: Flagler

To whom it may concern:

Our office reviewed additional information the referenced project in accordance with Chapters 267.061 and 373.414, *Florida Statutes*, and implementing state regulations, for possible effects on historic properties listed, or eligible for listing, in the *National Register of Historic Places*, or otherwise of historical, architectural or archaeological value.

It is the opinion of this office that the proposed project is unlikely to affect historic properties. However, since unexpected finds may occur during ground disturbing activities, we request that the permit, if issued, include the following special condition regarding inadvertent discoveries:

- If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.

If you have any questions, please contact Daniel Vasquez, Historic Sites Specialist, by email at *Daniel.Vasquez@dos.myflorida.com*.

Sincerely,

Kelly L Chase
For

Alissa S. Lotane
Director, Division of Historical Resources
& State Historic Preservation Officer

Project: *Red Mill Dr* **date onsite:** 5-Dec-22

Impacts	Habitat type	Location and Landscape Support before	Location and Landscape Support after	Water Environment before	Water Environment after	Community Structure before	Community Structure after	Acres	Functional loss
Secondary	630	6	5	7	7	7	6	0.86	0.0573
		0	0	0	0	0	0		0.0000
		0	0	0	0	0	0	0	0.0000
		0	0	0	0	0	0	0	0.0000
		0	0	0	0	0	0	0	0.0000
		0	0	0	0	0	0	0	0.0000
		0	0	0	0	0	0		0.0000
		0	0	0	0	0	0		0.0000
									0.0000
									0.0000

Total Impact Acres	Total Creation Acres	Total Enhancement Provided	Upland Acres Provided
0.1	0	0	0

Total Functional Loss	Total Functional Gain Units
0.057	0.000

Mitigation wetland preservation	Habitat Type	Location and Landscape Support w/o CE	Location and Landscape Support w/ CE	Water Environment w/o CE	Water Environment w/ CE	Community Structure w/o CE	Community Structure w/ CE	time lag	risk factor	Preservation Adjustment Factor	Relative Functional Gain	Acres Provided	Functional Gain Units
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
								1	1.00		0.0000		0.0000
enhancement		before	after	before	after	before	after						
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
								1	1.00	1	0.0000		0.0000
uplands		w/o CE	w/ CE	w/o CE	w/ CE	w/o CE	w/ CE						
		0	0	x	x	x	0	0	1	1.00	1	0.0000		0.0000
		0	0	x	x	x	0	0	1	1.00	1	0.0000		0.0000
				x	x	x			1	1.00		0.0000		0.0000
				x	x	x			1	1.00		0.0000		0.0000

TRAFFIC IMPACT ANALYSIS

RED MILL POINTE

CITY OF PALM COAST, FLORIDA

Prepared for:

Brite Properties of Florida LLC
7345 Greenbriar Parkway
Orlando, Florida 32819

Prepared by:

Traffic Planning and Design, Inc.
535 Versailles Drive
Maitland, Florida 32751
407-628-9955

January 2026

TPD № 5537.1

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with Traffic Planning & Design, Inc., a corporation authorized to operate as an engineering business, EB-3702, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Red Mill Pointe

LOCATION: City of Palm Coast, Florida

CLIENT: Brite Properties of Florida LLC

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

NAME: Turgut Dervish, P.E.

P.E. No.: 20400

DATE: **January 30, 2026**

SIGNATURE: _____

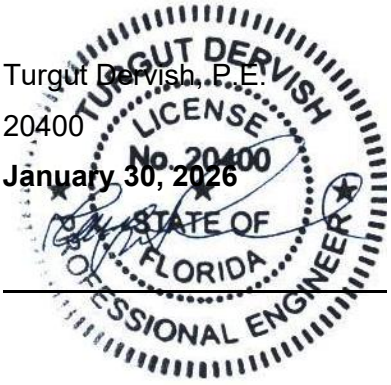


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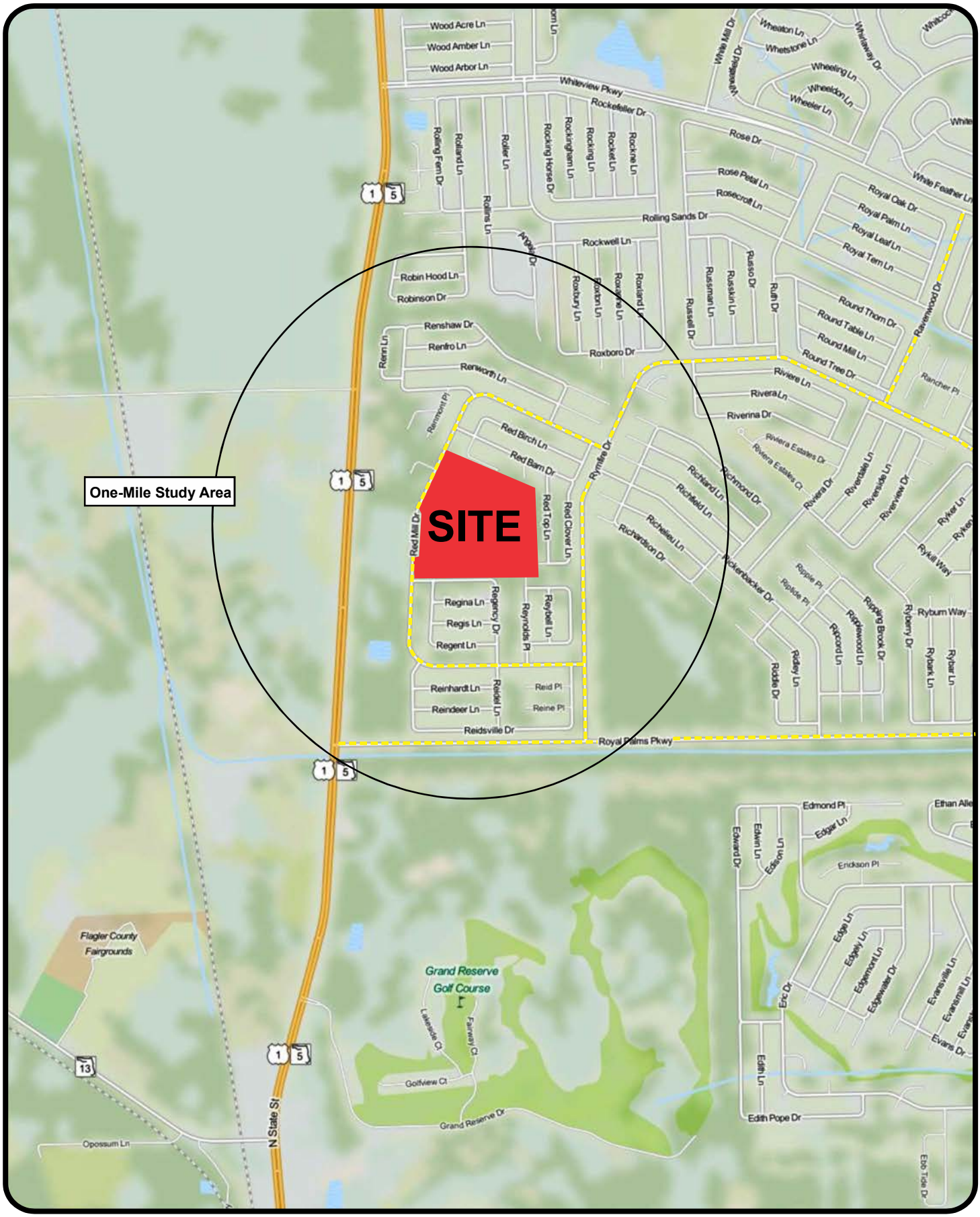
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INTRODUCTION

This traffic analysis was performed in order to assess the impact of the proposed Red Mill Pointe development in the City of Palm Coast, Florida. Located on Red Mill Drive to the west of Rymfire Drive, the proposed townhome development will consist of 216 dwelling units. **Figure 1** depicts the site location of the development and its one-mile impact area. Access to the site will be provided by two roadway connections to Red Mill Drive. **Figure 2** depicts the site plan of the development and its access configuration.

The analysis was conducted in accordance with City of Palm Coast Unified Land Development Code (LDC), Chapter 7. A traffic study methodology was submitted to and approved by the City of Palm Coast. The methodology coordination and correspondence are provided in **Appendix A**. Data used in this analysis consists of site plan/development information provided by the Developers, 2024 Transportation Facility Status Report from the City of Palm Coast, and A.M. and P.M. peak hour traffic counts at intersections collected by Traffic Planning and Design, Inc. (TPD).

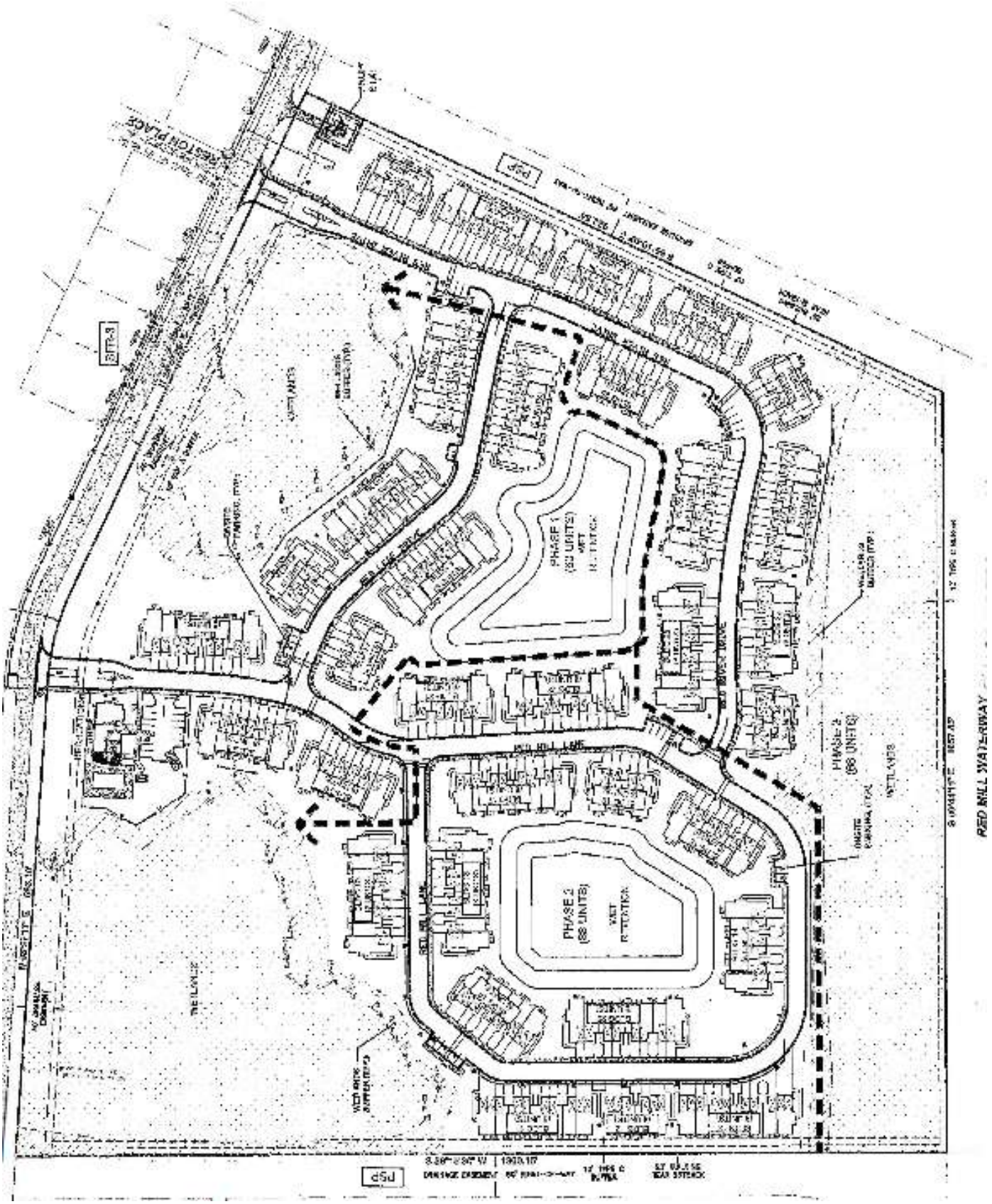


Red Mill Point
Project № 5537.1

Figure 1
Page 2

Site Location

N
NTS



Red Mill Point
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Figure 2
Page 3

Site Plan

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NTS

EXISTING CONDITIONS ANALYSIS

An existing conditions analysis was conducted for the study roadway segments and intersections to establish their current operating conditions in terms of Levels of Service. The study roadways were identified to consist of those roadway segments included in the City's 2024 Transportation Facility Status Report within one mile of the project site. The study intersections were determined to include four intersections inside the one-mile impact area as follows:

- Rymfire Drive and Red Mill Drive North
- Rymfire Drive and Red Mill Drive South
- Rymfire Drive and Royal Palms Parkway
- US 1 and Royal Palms Parkway

Roadway Segment Analysis

The study roadway segments were analyzed by comparing the existing P.M. peak hour and vested trips with their respective capacities at the adopted LOS standards. The 2024 Transportation Facility Status Report is provided in **Appendix B**. A summary of the roadway capacity analysis is presented in **Table 1**. The results of the analysis reveal that the study segments currently operate at satisfactory LOS.

Table 1
Existing 2-Way P.M. Peak Hour Roadway Capacity Analysis

Roadway	Facility Type	# of Lns	Adopted		2-way P.M. Peak Hour Trips[1]	Vested Trips	Total 2-way Peak Hour Trips	LOS
			LOS	Capacity				
Rymfire Drive								
Royal Palms Pkwy to Ravenwood Dr	Collector UFH	2	D	2,170	584	0	584	B
Royal Palms Parkway								
US 1 to Rymfire Dr	Art MCCR1	2	D	1,600	744	178	922	C
Rymfire Dr to Belle Terre Pkwy	Art MCCR1	2	D	1,600	556	178	734	C
US 1 (SR 5)								
Whiteview Pkwy to Royal Palms Pkwy	Art State 1	4	D	3,580	2,057	463	2,520	C
Royal Palms Pkwy to Espanola Rd	Art State 1	4	D	3,580	2,225	273	2,498	C

[1]Existing 2023 counts

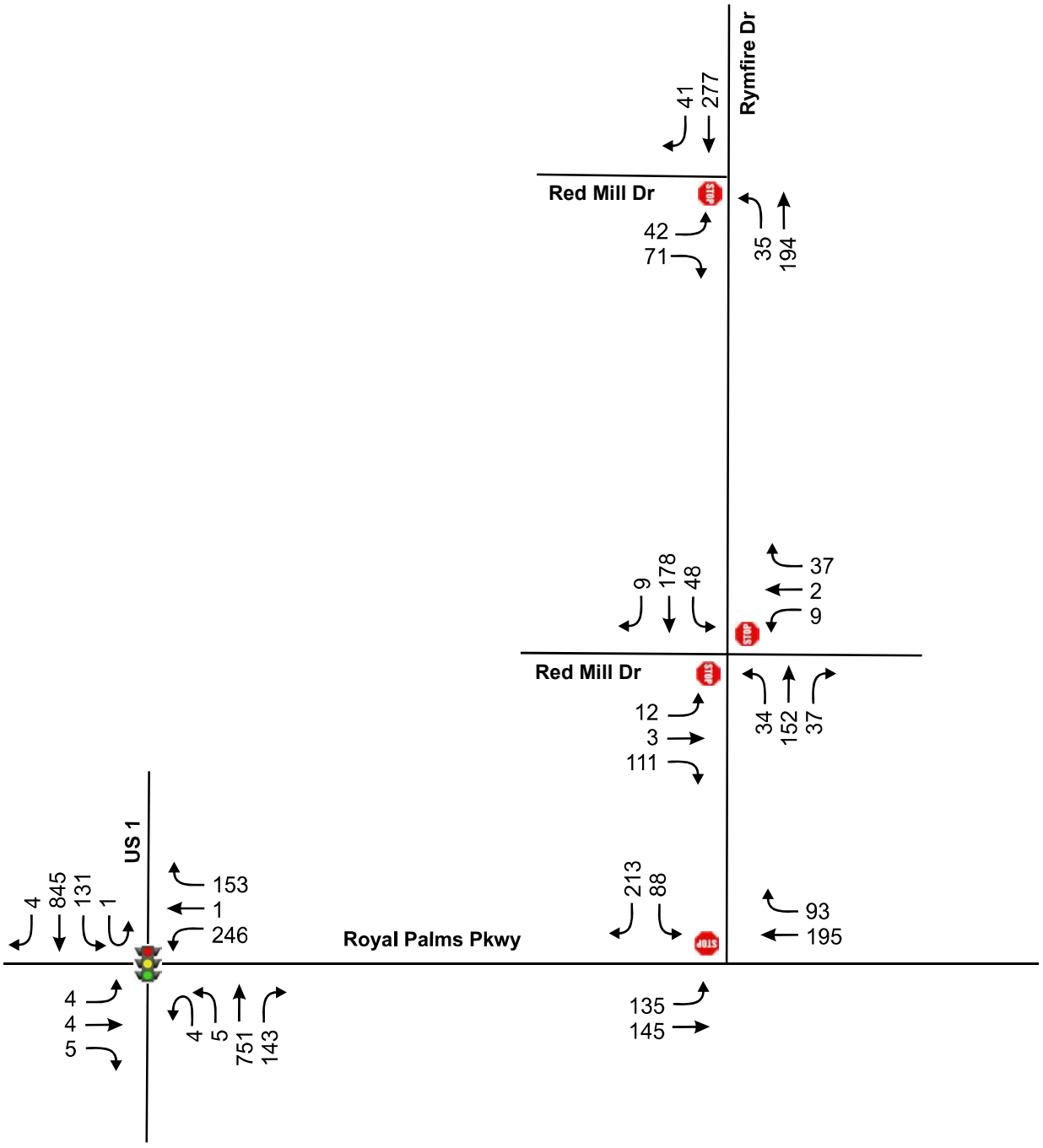
Intersection Analysis

A capacity analysis was conducted for each study intersection using *Highway Capacity Software (HCS)* in accordance with the procedures of the *Highway Capacity Manual (HCM)*. The capacity analysis was performed using the existing intersection geometries and intersection traffic counts during the A.M. and P.M. peak hour. The intersection counts were made on December 10, 2025, when the FDOT seasonal factor was 1.03 and therefore the counts were adjusted. **Figures 3a and 3b** depict the A.M. and P.M. peak hour traffic volumes, respectively at the study intersections. The intersection capacity analysis results are summarized in **Table 2**.

Table 2
Existing Intersection Capacity Analysis

Intersection	Control	Time Period	EB		WB		NB		SB		Overall	
			Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
Rymfire Dr/Red Mill Dr North	Stop	A.M.	20.5	C	--	--	1.8	A	--	--	--	--
		P.M.	12.2	B	--	--	2.4	A	--	--	--	--
Rymfire Dr/Red Mill Dr South	Stop	A.M.	12.3	B	12.7	B	1.2	A	1.6	A	--	--
		P.M.	12.1	B	15.7	C	2.3	A	1.2	A	--	--
Rymfire Dr/ Royal Palms Pkwy	Stop	A.M.	4.1	A	--	--	--	--	17.5	C	--	--
		P.M.	4.6	A	--	--	--	--	25.0	D	--	--
US 1/Royal Palms Pkwy	Signal	A.M.	46.3	D	60.7	E	21.2	C	34.1	C	33.7	C
		P.M.	46.1	D	53.5	D	24.5	C	44.0	D	36.3	D

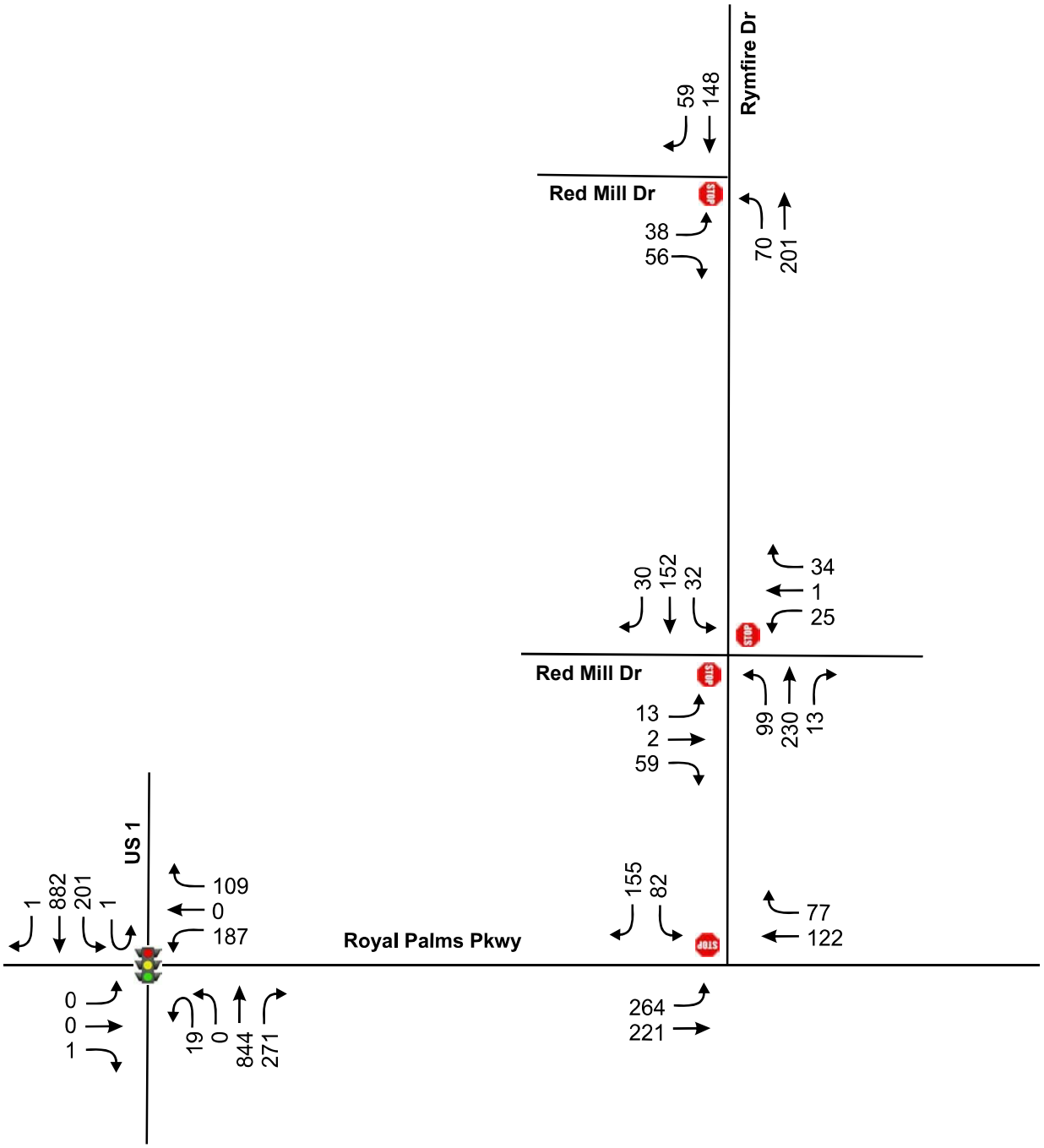
This analysis indicates that the study intersections currently operate at satisfactory LOS. The intersection turning movement counts and FDOT's seasonal factor report are included in **Appendix C**. Detailed HCS worksheets and existing signal timing are included in **Appendix D**.



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Figure 3a
Page 6

Existing A.M. Peak Hour Traffic Volumes

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Red Mill Point
Project № 5537.1
Figure 3b
Page 7

Existing P.M. Peak Hour Traffic Volumes

N
NTS

PROPOSED DEVELOPMENT AND TRIP GENERATION

The proposed development will consist of 216 dwelling unit multi-family development to be completed by 2028. To determine the impact of this development, an analysis of its trip generation characteristics was conducted. This included the determination of the trips to be generated along with their distribution and assignment to the area roadways.

Trip Generation

The trip generation of the proposed development was calculated with the use of equations obtained from the 12th Edition of the *Institute of Transportation Engineers* (ITE) *Trip Generation Manual.* **Table 3** provides a summary of the trip generation calculation. The development is expected to generate 1,337 daily trips of which 89 will occur during the A.M. peak hour and 111 during the P.M. peak hour.

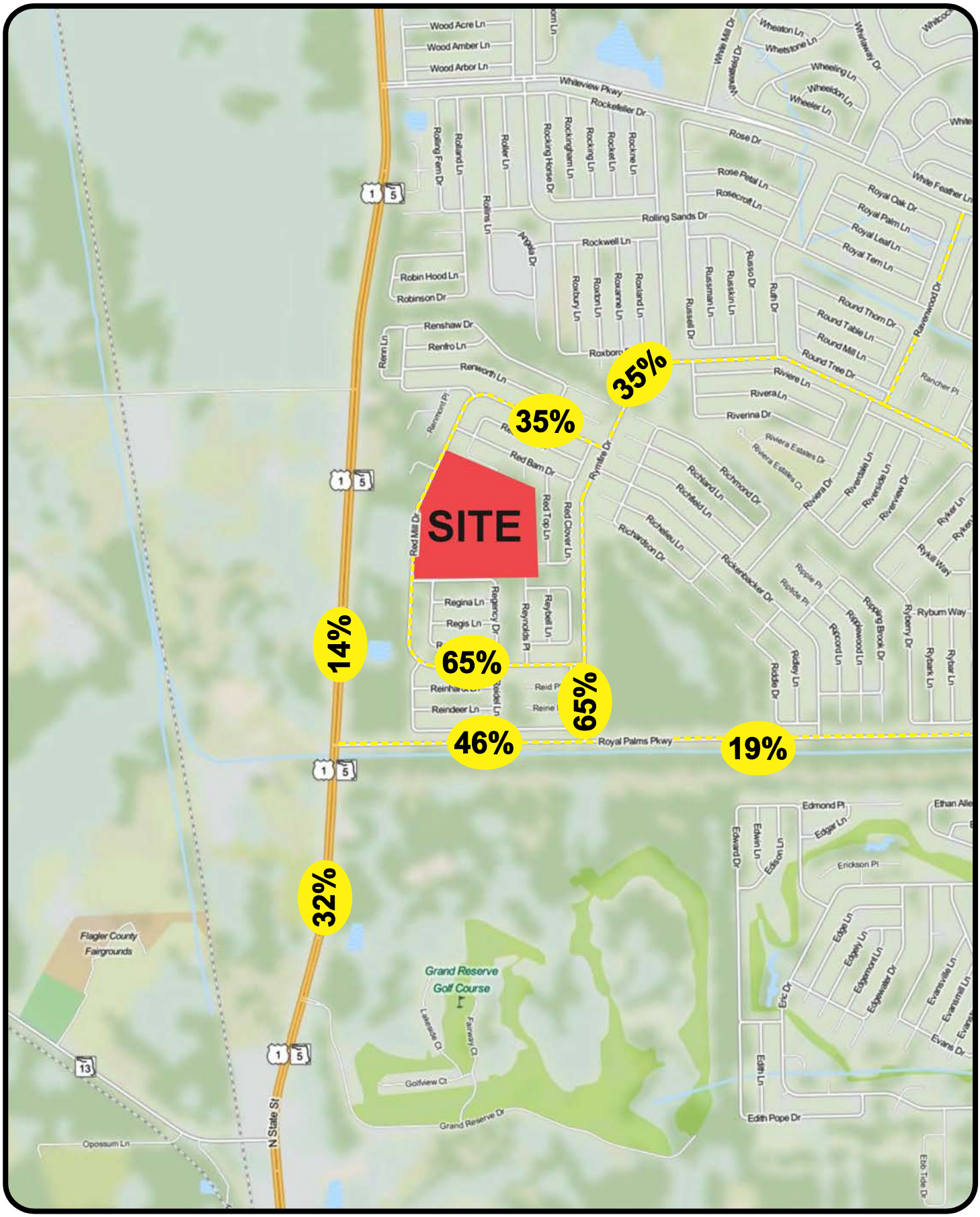
Table 3
Trip Generation Summary

ITE Code	Land Use	Size	Daily		A.M. Peak Hour				P.M. Peak Hour			
			Rate	Trips	Rate	Enter	Exit	Total	Rate	Enter	Exit	Total
220	Multi-Family (Apartments/Townhomes)	216 DU[1]	6.19	1,337	0.41	21	68	89	0.514	69	42	111
		Total	**--**	**1,337**	**--**	**21**	**68**	**89**	**--**	**69**	**42**	**111**

[1]DU = Dwelling Unit

Trip Distribution / Trip Assignment

The trip distribution pattern was estimated using the *Central Florida Regional Planning Model* (CFRPM), version 7. A Selected Zone Analysis (SZA) was conducted by modifying the 2035 interim year model network to include a Traffic Analysis Zone (TAZ) representing the proposed project and the model's socio-economic data was updated to reflect the proposed project buildout. The project distribution in the model output was manually adjusted for reasonableness using engineering judgement and proposed access to the site. This adjusted distribution pattern is depicted in **Figure 4** and the model plot outputs are provided in the Study Methodology in Appendix A. Utilizing this distribution, the development project trips were assigned to the study roadways.



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Figure 4
Page 9

Project Trip Distribution

N
NTS

PROJECTED TRAFFIC CONDITIONS

Projected traffic conditions were assessed in order to evaluate the impact of the proposed development within its area of influence. The projected conditions were estimated by combining the daily and P.M. peak hour project trips with the background traffic volumes.

Background Traffic Projections

Background traffic volumes are determined by expanding existing daily and peak hour traffic volumes to the buildout year using an annual growth rate. In coordination with the City of Palm Coast, historical analysis using 2-year growth rates from the City of Palm Coast Annual Daily Traffic database was utilized for each study segment and shown in Table 4. These growth factors was utilized for the intersections to project to the buildout year of 2028.

Roadway Segment Analysis

A roadway segment analysis was performed for the study roadway segments similar to existing conditions by comparing the projected daily traffic volume of each segment with the capacity of the segment at the adopted LOS standard. This analysis is summarized in **Table 4**. The table lists the roadway segments along with their number of lanes, growth rates, adopted LOS/capacity, and projected traffic volumes. This analysis shows that the roadway segments under consideration are projected to operate at satisfactory Levels of Service upon build out of the development.

Intersection Analysis

To assess the projected operating conditions at the study intersections, intersection capacity analyses were conducted using the *Highway Capacity Software (HCS)*. Total P.M. peak hour traffic volumes were determined by combining background traffic with project trips. **Figures 5a and 5b** shows the projected A.M. and P.M. peak hour intersection turning movements, respectively for the study intersections and site access roadway connections. The projected Levels of Service are summarized in **Table 5**. Detailed HCS analysis worksheets are included in **Appendix E**. The analysis indicates that the study intersections and site access roadway connections will operate at overall satisfactory Level of Service upon build out of the development.

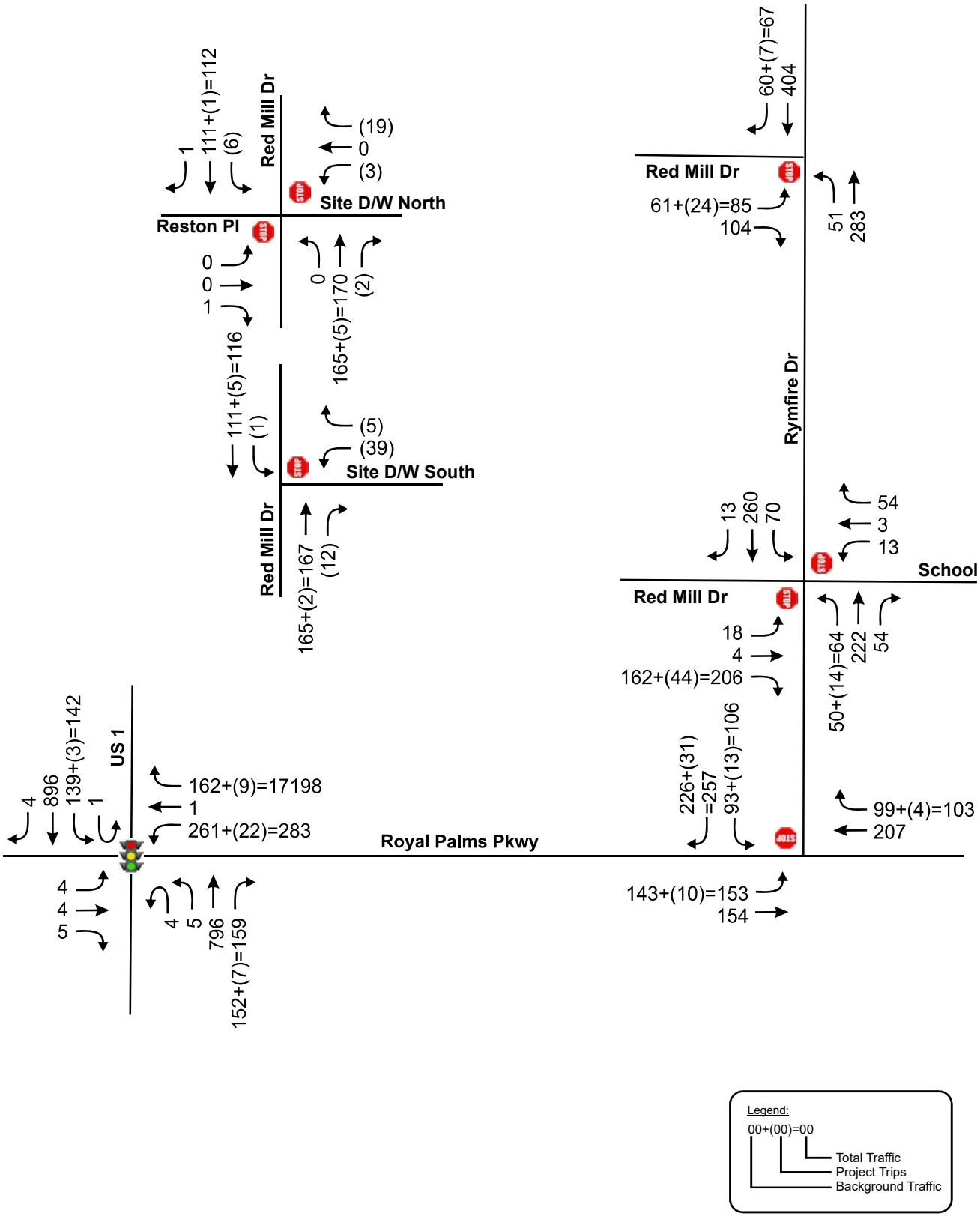
Table 4
Projected 2-Way P.M. Peak Hour Roadway Capacity Analysis

Roadway	Facility Type	# of Lns	Adopted		2-Year Growth Rate	Growth Factor to 2028	Projected Bckgnd 2-way P.M. Peak Trips[1]	Vested Trips	2-way Project Trips[2]	Total Projected 2-way Peak Hour Trips	Projected LOS
			LOS	Capacity							
Rymfire Drive											
Royal Palms Parkway to Ravenwood Drive	Collector UFH	2	D	2,170	15.3%	1.765	1,031	0	72	1,103	C
Royal Palms Parkway											
US 1 to Rymfire Drive	Art MCCR1	2	D	1,600	2.9%	1.145	852	178	51	1,081	C
Rymfire Drive to Belle Terre Parkway	Art MCCR1	2	D	1,600	-4.8% (Use 2%)	1.100	612	178	21	811	C
US 1 (SR 5)											
Whiteview Parkway to Royal Palms Parkway	Art State 1	4	D	3,580	-0.6% (Use 2%)	1.100	2,263	463	36	2,762	C
Royal Palms Parkway to Espanola Road	Art State 1	4	D	3,580	0.8% (Use 2%)	1.100	2,448	273	15	2,736	C

[1]Background = Existing 2023 x Growth factor to 2028, [2] Highest Project Trips at the segment

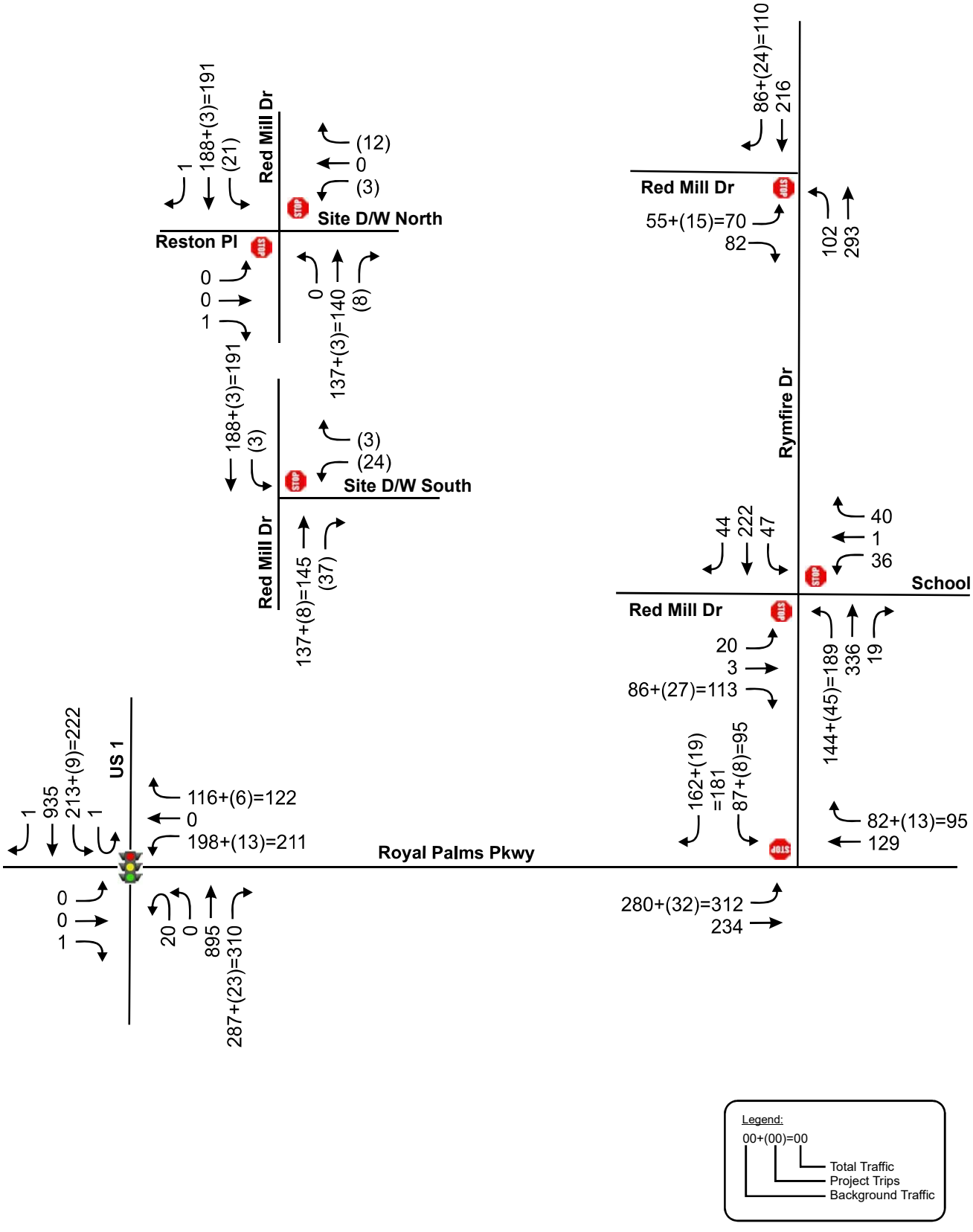
Table 5
Projected Intersection Capacity Analysis

Intersection	Control	Time Period	EB		WB		NB		SB		Intersection	
			Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
Rymfire Dr/Red Mill Dr North	Stop	A.M.	24.0	C	--	--	1.8	A	--	--	--	--
		P.M.	18.6	C	--	--	2.8	A	--	--	--	--
Rymfire Dr/Red Mill Dr South	Stop	A.M.	22.4	C	24.7	C	1.6	A	1.7	A	--	--
		P.M.	20.3	C	48.6	E	2.9	A	1.2	A	--	--
Rymfire Dr/ Royal Palms Pkwy	Stop	A.M.	4.3	A	--	--	--	--	23.8	C	--	--
		P.M.	5.0	A	--	--	--	--	48.1	E	--	--
US 1/Royal Palms Pkwy	Signal	A.M.	46.3	D	70.6	E	21.6	C	38.3	D	37.8	D
		P.M.	46.1	D	55.6	E	25.1	C	53.2	D	40.8	D
Red Mill Dr / Reston Pl / Site D/W North	Stop	A.M.	8.9	A	9.5	A	0.0	A	0.4	A	--	--
		P.M.	9.3	A	9.6	A	0.0	A	0.9	A	--	--
Red Mill Dr / Site D/W South	Stop	A.M.	--	--	10.5	B	--	--	0.1	A	--	--
		P.M.	--	--	10.9	B	--	--	0.1	A	--	--



Projected A.M. Peak Hour Traffic Volumes

N
NTS



Projected P.M. Peak Hour Traffic Volumes

N
NTS

Turn Lane Analysis

A turn lane analysis was conducted at both project roadway connections and at north and south Red Mill Drive intersections with Rymfire Drive to determine whether turn lanes would be needed as a result of the proposed development. The analysis was undertaken in accordance with the procedures of the *Palm Coast Turn Lane Technical Guidelines on November 10, 2020.* The guidelines indicate that on a 2-lane city roadway with a posted speed limit of 30 mph, 30 or more left turning vehicle per hour would require a dedicated left turn lane. Similarly, the guidelines indicate that on a 2-lane city roadway with a posted speed limit of 30 mph, 120 or more right turning vehicle per hour would require a dedicated right turn lane. Using the projected P.M. peak hour traffic volumes from Figures 5a and 5b, the highest left turning vehicles are 21 during the P.M. peak hour and the highest right turning vehicles are 37 during the P.M. peak hour. These results revealed that left or right turn lanes will not be needed at the site roadway locations. Excerpts from the guidelines are provided in **Appendix F**

STUDY CONCLUSIONS

This traffic analysis was performed in order to assess the impact of a proposed 216-unit multi-family project located on Red Mill Drive in the City of Palm Coast, Florida. Access to the site will be provided via roadway connections on Red Mill Drive which intersects Rymfire Drive at two locations. The results of the study as documented herein are summarized below:

- The proposed development will generate a daily traffic volume of 1,337 vehicle trips, of which 89 will occur during the A.M. peak hour and 111 will occur during the P.M. peak hour.

- The study roadway segments and intersections within a one-mile impact area currently operate at satisfactory Levels of Service.

- The study roadways and intersections are projected to operate satisfactorily within their adopted LOS standards with the addition of project trips.

- The project roadway connections to Red Mill Drive will operate at acceptable levels of service upon completion of the project.

- A turn lane analysis conducted at both project roadway connections to Red Mill Drive revealed that left and right turn lanes would not be needed as a result of the proposed development.

APPENDICES

APPENDIX A

Study Methodology and Correspondence

Jay Davoll

From: Phong Nguyen, PTP <PNguyen@palmcoastgov.com>
Sent: Thursday, January 29, 2026 10:08 AM
To: Jay Davoll; Ms. Damaris Ramirez; Rita Merhi
Subject: RE: Red Mill Pointe TM Approval Letter
Attachments: 2023 Traffic Counts Historical Comparision R1.pdf

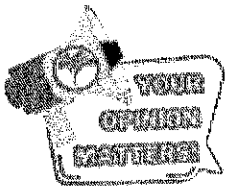
Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from pnguyen@palmcoastgov.com. Learn why this is important

Good morning, Jay

Please see Citywide historical traffic counts for our major roads (attached) which has growth rates based either on previous 5 years growth or 2 years growth. Use this data to come up with growth rate for each roadway. You may use 10 year, 5 year, or 2 year historical traffic counts to determine your annual growth rate to apply to projected build-out design year. Please be specific on your TIA.

Phong Nguyen, PTP
Planning Manager
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-3779
www.palmcoast.gov



How are we doing?
Let us know below.
PalmCoast.gov/feedback

From: Jay Davoll <jay@tpdtraffic.com>
Sent: Thursday, January 29, 2026 7:07 AM
To: Phong Nguyen, PTP <PNguyen@palmcoastgov.com>; Ms. Damaris Ramirez <DRamirez@palmcoastgov.com>; Rita Merhi <rita@tpdtraffic.com>
Subject: RE: Red Mill Pointe TM Approval Letter
Importance: High

Good morning,

Please advise what growth factor we should use to grow the traffic for two years?

As per your prior comments number 2 and 3, from December 2, 2025, (see attached) we are not to use the FDOT growth factor that was determined from the trends analysis, since the area is mostly built out. Usually we use a 2% per year factor. If this is acceptable, please let us know as soon as possible.

Thanks,

CITY OF PALM COAST AVERAGE ANNUAL DAILY TRAFFIC (AADT)

Link		2008	2011	2013	2015	2017	2019	2021	2023	Avg. % Change in Traffic Volume (2019 to 2023). (Traffic Counts are conducted every two years)	Last 2 years: 2021 to 2023
Number	Link Description										
	Belle Terre Parkway										
1200	Matanzas Woods Parkway to Bird of Paradise Drive	5,300	6,200	7,400	8,600	6,600	6,600	8,025	7,814	4.6%	-1.3%
1205	Bird of Paradise Drive to Pine Lakes Parkway	12,000	11,000	15,300	14,800	14,100	14,100	15,429	16,208	3.7%	2.5%
1210	Pine Lakes Parkway to Bellaire Drive	13,000	13,000	15,800	15,700	14,700	14,700	15,465	14,871	0.3%	-1.9%
1215	Bellaire Drive to Palm Coast Parkway(WB)	15,000	16,500	18,700	18,000	17,400	17,400	18,502	18,724	1.9%	0.6%
1220	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)	9,300	23,000	18,500	23,000	24,700	24,700	23,355	22,150	-2.6%	-2.6%
1225	Palm Coast Parkway (EB) to Cypress Point Parkway	14,000	19,500	21,300	20,700	21,100	21,100	24,140	21,694	0.7%	-5.1%
1230	Cypress Point Parkway to Pine Lakes Parkway	31,000	26,000	32,400	34,700	34,000	38,300	39,683	35,119	-2.1%	-5.8%
1240	Pine Lakes Parkway to Parkview Drive (S)	21,000	21,000	24,000	25,000	26,300	26,300	27,900	31,904	5.3%	7.2%
1245	Parkview Drive (S) to White View Parkway	20,500	18,000	24,200	24,900	22,800	22,800	29,354	27,740	5.4%	-2.7%
1250	White View Parkway to Rymfire Drive - Northbound	18,500	19,500	22,200	23,900	23,500	23,500	28,945	28,101	4.9%	-1.5%
1252	Rymfire Drive to Royal Palms Parkway - northbound	20,000	23,500	25,100	26,000	25,700	25,700	30,191	30,109	4.3%	-0.1%
1254	Royal Palms Parkway to East Hampton Boulevard	22,000	19,000	24,000	25,500	25,400	25,400	31,228	30,628	5.1%	-1.0%
1260	East Hampton Boulevard to SR 100	19,000	20,500	24,100	22,800	22,000	22,000	29,069	25,394	3.9%	-6.3%
	Belle Terre Blvd.										
1263	SR 100 to Zebulas Trail	5,900	4,900	5,400	6,700	8,400	8,400	8,650	9,353	2.8%	4.1%
1265	Zebulas Trail to Zaun Trail	5,900	4,800	6,200	5,600	6,600	6,600	7,163	7,688	4.1%	3.7%
1270	Zaun Trail to Citation Parkway	4,700	3,200	3,500	5,200	4,000	4,000	4,939	5,297	8.1%	3.6%
1275	Citation Parkway to US 1	4,200	2,900	3,600	3,600	3,800	3,800	4,275	4,301	3.3%	0.3%
	Bird of Paradise Drive										
2420	Matanzas Woods Parkway to Birchwood Drive	1,600	2,100	2,200	2,100	2,900	3,500	3,474	4,494	7.1%	14.7%
2430	Birchwood Drive to Belle Terre Parkway	2,800	3,000	4,100	4,000	3,000	5,100	3,732	7,069	9.7%	44.7%
	Bulldog Drive										
4300	SR 100 to Central Avenue	-	1,700	1,700	2,900	2,800	2,900	4,918	5,384	21.4%	4.7%
	Central Avenue										
4400	Belle Terre Parkway to Market Avenue	-	4,700	4,900	5,400	2,800	3,100	4,669	4,223	9.1%	-4.8%
4410	Market Avenue to Lake Avenue	-	2,600	2,200	2,800	2,800	3,300	4,865	4,777	11.2%	-0.9%
4420	Lake Avenue to Landings Blvd.	-	2,600	2,200	2,800	2,800	3,500	5,804	4,777	9.1%	-8.8%
4430	Landings Blvd to Park Street	-	2,300	2,300	2,800	3,300	3,300	5,446	4,712	10.7%	-6.7%
4440	Park Street to Bulldog Drive	-	2,600	2,300	2,900	3,100	3,300	5,136	4,543	9.4%	-5.8%
4450	Bulldog Drive to Brookhaven Drive	-	1,300	1,500	1,900	2,300	2,200	2,924	3,084	10.0%	2.7%
4460	Brookhaven Drive to Town Center Blvd.	-	1,600	1,500	1,600	1,900	1,900	2,413	3,084	15.6%	13.9%
	Citation Parkway										
3312	Belle Terre Parkway to Laguna Forest Lane	700	400	200	500	600	600	911	1,687	45.3%	42.6%
3315	Seminole Woods Parkway to Sesame Boulevard	1,900	2,500	2,900	2,500	3,000	2,900	1,564			See ID 3320
	Club House Drive										
1300	Palm Harbor Parkway to Palm Coast Parkway (WB)	2,400	2,800	2,900	3,600	3,400	4,200	3,785	4,825	3.7%	13.7%
1310	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)	3,200	2,800	3,100	3,100	3,400	3,500	3,147	3,293	-1.5%	2.3%
	Colbert Lane										
3105	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)	3,600	4,800	5,100	4,600	5,500	4,700	4,966	4,167	-2.8%	-8.0%
3110	Palm Coast Parkway (EB) to Waterside Parkway (N)	6,100	5,800	6,900	7,100	7,900	7,800	8,374	9,199	4.5%	4.9%
3120	Waterside Parkway (N) to Waterside Park (S)	4,200	4,100	4,800	4,600	5,500	5,400	4,200	5,191	-1.0%	11.8%
3125	Waterside Park (S) to South Park Road	4,300	4,700	5,300	5,000	6,300	3,900	3,320	5,788	12.1%	37.2%
3130	South Park Road to Roberts Road	4,200	4,700	5,200	5,200	6,200	5,800	5,635	6,371	2.5%	6.5%
3135	Roberts Road to SR 100	4,200	3,300	3,500	4,200	4,500	4,200	3,610	4,289	0.5%	9.4%
	Cypress Point Parkway										
4200	Belle Terre Parkway to Pine Cone Drive	18,500	15,500	19,500	17,100	19,000	22,100	20,959	18,853	-3.7%	-5.0%
4205	Pine Cone Drive to Cypress Edge (S)	16,500	14,500	16,100	17,000	18,100	18,800	17,983	17,801	-1.3%	-0.5%
4210	Cypress Edge (S) to Cypress Edge (N) - eastbound	16,500	11,500	17,200	16,500	16,900	17,000	15,673	17,801	1.2%	6.8%
4215	Cypress Edge (N) to Palm Coast Parkway - eastbound	16,500	24,500	30,100	28,300	31,100	26,100	23,844	20,966	-4.9%	-6.0%
	Farmsworth Drive										
2716	Old Kings Road to Florida Park Drive	1,500	1,800	2,000	2,200	1,700	1,900	1,858	2,376	6.3%	13.9%
	Farragut Drive										
2717	Old Kings Road to Florida Park Drive	800	500	260	370	400	200	246	1045	105.6%	162.4%
	Fleetwood Drive										
2714	Old Kings Road to Florida Park Drive	900	1,200	920	950	1000	1000	947	2329	33.2%	73.0%
	Florida Park Drive										
2090	Palm Harbor Parkway to Forest Hill Drive	5,100	4,900	5,400	5,500	5,700	5,800	5,764	5,055	-3.2%	-6.2%
2100	Forest Hill Drive to Fleetwood Drive	5,100	5,700	6,300	6,400	6,600	6,700	6,298	5,055	-6.1%	-9.9%
2105	Fleetwood Drive to Farragut Drive	5,100	7,000	7,800	8,000	8,100	8,600	8,127	7,122	-4.3%	-6.2%
2110	Farragut Drive to Palm Coast Parkway (WB)	7,300	8,600	8,500	8,900	8,100	11,000	8,190	9,172	-4.2%	6.0%
2120	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)	4,900	4,500	5,200	6,300	5,600	6,100	5,408	5,066	-4.2%	-3.2%
	Forest Grove Drive										
4000	Old Kings Road (W) to Old Kings Road (E)	3,400	2,900	3,500	3,900	--	--	--	1,704	#VALUE!	#VALUE!
4010	Old Kings Road (E) to Palm Harbor Parkway	3,200	3,600	4,700	4,100	--	--	--		#VALUE!	#VALUE!
	Frontier Drive										
2712	Old Kings Road to Florida Park Drive	2,100	1,400	1,400	1,900	1,800	1,700	1,346	3,657	28.8%	85.8%

CITY OF PALM COAST AVERAGE ANNUAL DAILY TRAFFIC (AADT)

Link		2008	2011	2013	2015	2017	2019	2021	2023	Avg. % Change in Traffic Volume (2019 to 2023). (Traffic Counts are conducted every two years)	Last 2 years: 2021 to 2023
Number	Link Description										
	Hargrove Grade Road										
3707	US 1 to Otis Stone Hunter Road	1,900	2,400	3,500	5,100	3,400	3,700	3,567	3,304	-2.7%	-3.7%
	I-95 (SR 9)										
251	Palm Coast City Limit to Palm Coast Parkway	51,000	45,500	45,000	46,000	49,000	49,000	49,000	66,798	9.1%	18.2%
292	Palm Coast Parkway to SR 100	60,000	64,500	63,200	67,300	63,700	85,044	63,700	78,040	-2.1%	11.3%
255	SR 100 to Old Dixie Highway	67,000	67,000	39,000	44,500	47,000	47,000	47,000	78,768	16.9%	33.8%
	Lakeview Boulevard										
3925	London Drive to Matanzas Woods Parkway	1,900	2,500	3,200	3,000	3,500	3,800	4,139	5,008	7.9%	10.5%
	Market Avenue										
4600	Belle Terre Parkway to Central Avenue	-	200	280	360	500	500	500	2990	124.5%	249.0%
	Matanzas Woods Parkway										
2400	US 1 to Belle Terre Parkway	5,200	3,700	4,500	4,800	4,000	4,200	5,576	6,514	13.8%	8.4%
2410	Belle Terre Parkway to Bird of Paradise Drive	3,600	4,000	4,700	5,200	8,200	7,300	9,894	10,120	9.7%	1.1%
2415	Bird of Paradise Drive to I-95 SB					10,700	14,000	13,540	13,880	-0.2%	1.3%
2416	I-95 SB to I-95 NB					10,100	12,000	12,459	12,690	1.4%	0.9%
2417	I-95 NB to Old King Rd Extension					9,300	10,700	11,727	12,168	3.4%	1.9%
2418	Old Kings Rd Extension at Matanzas HS Entrance					6,800	7,300	8,166	8,208	3.1%	0.3%
	Old Kings Road										
2700	US 1 to Princess Place Preserve Entrance	1,500	1,700	1,900	2,600	1,400	1,400	1,491	1,598	3.5%	3.6%
2702	Princess Place Preserve Entrance to Forest Grove Drive	1,600	1,700	2,000	2,700	1,300	1,100	1,681		-25.0%	-50.0%
2705	Forest Grove Drive to Farmsworth Drive	4,000	5,000	3,600	6,500	4,900	5,300	5,685	7,405	9.9%	15.1%
2707	Farmsworth Drive to Frontier Drive	6,800	6,800	8,000	8,900	8,600	8,500	10,704	9,730	3.6%	-4.5%
2710	Frontier Drive to Fleetwood Drive	9,300	9,700	10,500	12,300	11,600	11,400	11,338	12,513	2.4%	5.2%
2715	Fleetwood Drive to Farragut Drive	12,000	11,500	12,600	15,000	13,700	13,200	13,077	16,203	5.7%	12.0%
2720	Farragut Drive to Palm Coast Parkway	14,500	15,000	15,600	15,600	18,700	16,000	15,784	23,893	12.3%	25.7%
2730	Palm Coast Parkway to Utility Drive	6,900	7,200	8,400	9,600	10,700	11,100	9,875	15,971	11.0%	30.9%
2735	Utility Drive to Oak Trails Boulevard	5,400	4,700	7,300	7,800	9,000	9,500	9,247	9,556	0.1%	1.7%
2740	Oak Trails Boulevard to Hidden Lakes Boulevard	4,700	5,400	6,700	7,800	8,400	9,000	8,764	9,332	0.9%	3.2%
2743	Hidden Lake Blvd to Town Center Drive					8,700	9,400	9,437	9,645	0.7%	1.1%
2745	Town Center Boulevard to SR 100	3,900	4,800	6,500	6,800	8,900	8,500	10,602	9,891	4.1%	-3.4%
2750	SR 100 to Palm Coast City Limit	3,600	8,000	8,400	8,500	7,600	4,900	5,206	9,422	23.1%	40.5%
	Palm Coast Parkway										
2800	US 1 to Pine Lakes Parkway	14,000	9,900	10,400	12,300	12,700	12,900	14,933	15,106	4.3%	0.6%
	Palm Coast Parkway (Eastbound)										
2815	Pine Lakes Parkway to Belle Terre Parkway	8,700	9,900	10,200	10,800	10,600	9,100	9,748	13,199	11.3%	17.7%
2825 EB	Belle Terre Parkway to Cypress Point Parkway	14,500	18,000	16,300	17,600	17,000	18,300	19,090	19,308	1.4%	0.6%
	Palm Coast Parkway (Westbound)										
2810 WB	Belle Terre Parkway to Pine Lakes Parkway	8,200	9,700	9,800	9,700	10,100	10,300	11,004	12,729	5.9%	7.8%
2820 WB	Cypress Point Parkway to Belle Terre Parkway	14,500	16,000	17,700	18,800	18,500	17,300	18,376	18,837	2.2%	1.3%
	Palm Coast Parkway										
2826	Cypress Point Parkway to I-95 South Bound Ramps	39,000	42,000	42,600	--	47,900	50,600	53,770	48,983	-0.8%	-4.5%
2827	I-95 South Bound Ramps to I-95 North Bound Ramps	40,500	39,000	41,600	--	45,400	50,700	50,562	40,003	-5.3%	-10.4%
2830	I-95 North Bound Ramps to Old Kings Road	38,000	40,000	42,600	--	42,100	53,300	50,917	48,084	-2.4%	-2.8%
	Palm Coast Parkway (Eastbound)										
2845 EB	Old Kings Road to Florida Park Drive	13,500	14,000	15,000	-	12,900	13,600	15,619	16,857	6.0%	4.0%
2855 EB	Florida Park Drive to Club House Drive	12,000	10,000	11,800	12,600	12,500	12,600	13,803	13,953	2.7%	0.5%
2865 EB	Club House Drive to Colbert Lane	5,800	8,900	9,500	10,300	9,900	10,600	11,217	11,633	2.4%	1.9%
2875 EB	Colbert Lane to Palm Harbor Parkway	5,300	5,100	6,000	6,300	7,300	7,400	8,176	7,301	-0.3%	-5.4%
	Palm Coast Parkway (Westbound)										
2870 WB	Palm Harbor Parkway to Colbert Lane	5,100	5,800	6,000	7,100	7,500	8,000	9,119	7,938	-0.2%	-6.5%
2860 WB	Colbert Lane to Club House Drive	8,100	6,500	9,400	9,700	9,600	10,200	10,961	11,189	2.4%	1.0%
2850 WB	Club House Drive to Florida Park Drive	10,000	10,000	11,800	11,500	11,800	12,700	13,702	14,148	2.9%	1.6%
2840 WB	Florida Park Drive to Old Kings Road	12,500	15,000	15,400	-	14,600	15,600	15,027	18,891	5.3%	12.9%
	Palm Coast Parkway (Hammock Dunes Parkway)										
2880	Palm Harbor Parkway to SR A1A	7,700	11,000	10,400	12,000	12,500	12,400	17,053	14,253	3.7%	-8.2%
	Palm Harbor Parkway										
2890	Matanzas HS Entrance to Cris Lane					5,200	6,100	6,543	6,731	2.6%	1.4%
2895	Cris Lane to Fellowship Lane					5,300	5,600	6,905	6,916	5.9%	0.1%
2900	Forest Grove Drive to Florida Park Drive	3,400	5,100	4,900	5,700	7,100	5,900	6,981	7,727	7.7%	5.3%
2910	Florida Park Drive to Club House Drive	7,400	4,600	4,400	6,900	4,700	5,300	4,692	6,994	8.0%	24.5%
2920	Club House Drive to Palm Coast Parkway	4,000	4,900	5,200	5,400	5,100	5,800	4,763	6,394	2.6%	17.1%
	Pine Lakes Parkway										
3000	Belle Terre Parkway (N) to Palm Coast Parkway	2,800	3,500	3,600	4,500	4,300	4,100	5,120	5,585	9.1%	4.5%
3002	Palm Coast Parkway to Commerce Boulevard	8,400	8,400	9,000	9,500	9,500	5,800	9,925	10,271	19.3%	1.7%
3010	Commerce Boulevard to White Mill Drive	5,200	5,700	8,500	5,000	6,500	5,900	7,403	10,752	20.6%	22.6%
3020	White Mill Drive to Belle Terre Parkway (S)	3,600	6,400	12,300	12,800	8,300	8,600	13,795	13,192	13.3%	-2.2%

CITY OF PALM COAST AVERAGE ANNUAL DAILY TRAFFIC (AADT)

Link		2008	2011	2013	2015	2017	2019	2021	2023	Avg. % Change in Traffic Volume (2019 to 2023). (Traffic Counts are conducted every two years)	Last 2 years: 2021 to 2023
Number	Link Description										
	Ravenwood Drive										
3911	White View Parkway to Rymfire Drive	2,200	4,200	4,500	4,800	5,200	5,100	5,194	5,939	4.1%	7.2%
	Royal Palms Parkway										
3200	US 1 to Rymfire Drive	4,200	4,000	5,400	6,300	6,600	6,200	6,753	7,140	3.8%	2.9%
3210	Rymfire Drive to Belle Terre Parkway	3,100	3,600	5,200	5,700	5,900	4,500	5,984	5,412	5.1%	-4.8%
3212	Belle Terre Parkway to Town Center Boulevard	-	2,100	7,000	8,000	8,300	9,400	9,872	8,824	-1.5%	-5.3%
	Rymfire Drive										
3215	Royal Palms Parkway to Ravenwood Drive	3,200	3,300	3,300	4,000	4,000	3,900	4,291	5,606	10.9%	15.3%
3225	Ravenwood Drive to Belle Terre Parkway	4,400	4,700	5,000	5,700	5,700	6,300	6,277	11,401	20.2%	40.8%
	Seminole Woods Parkway										
3325	SR 100 to Ulaturn Place	5,400	5,700	7,600	8,900	10,100	10,100	12,586	14,267	10.3%	6.7%
3300	Ulaturn Place to Citation Parkway	4,100	4,600	5,500	7,400	8,500	8,500	8,821	12,272	11.1%	19.6%
3310	Citation Parkway to Sesame Boulevard	2,700	4,500	4,000	4,500	5,200	5,200	4,998	4,536	-3.2%	-4.6%
3305	Sesame Boulevard to US 1	3,600	3,700	4,200	5,000	5,500	5,500	6,221	6,959	6.6%	5.9%
	Sesame Boulevard										
3320	Seminole Woods Parkway to terminus	3,300	1,100	1,300	1,000	1,300	1,500	3,820	6,170	77.8%	30.8%
	State Road 100										
3560	John Anderson Drive to Colbert Lane	14,500	16,500	17,500	20,300	21,100	21,100	21,311	23,062	2.3%	4.1%
3550	Colbert Lane to Tuscany Blvd.	13,500	17,500	18,200	21,200	22,600	19,700	23,670	24,630	6.3%	2.0%
3540	Tuscany Blvd. to Old Kings Road	13,500	17,500	18,500	21,800	22,500	20,600	14,960	24,346	4.5%	31.4%
3530	Old Kings Road to I-95	21,000	23,000	25,700	27,700	31,100	31,100	18,692	27,565	-2.8%	23.7%
3525	I-95 to Memorial Medical Parkway	18,500	27,500	31,200	30,700	27,900	27,900	38,895	37,732	8.8%	-1.5%
3520	Memorial Medical Pkwy to Seminole Woods Parkway	18,500	25,000	28,400	28,900	28,200	28,000	32,796	34,523	5.8%	2.6%
3515	Seminole Woods Pkwy to Bulldog Drive	18,000	23,000	27,000	27,400	28,100	28,100	34,399	34,279	5.5%	-0.2%
3510	Bulldog Drive to Landings Blvd.	19,500	24,500	29,700	29,500	26,900	26,900	34,484	32,283	5.0%	-3.2%
3505	Landings Blvd. to Belle Terre Parkway	19,500	23,500	26,100	25,000	25,800	25,800	31,566	28,600	2.7%	-4.7%
3500	Belle Terre Parkway to Palm Coast City Limits	11,500	16,000	17,900	19,600	17,200	17,200	22,630	32,025	21.5%	20.8%
	Town Center Blvd.										
4100	SR 100 to Hospital Drive	-	4,400	3,800	5,400	5,600	5,600	6,299	7,242	7.3%	7.5%
4110	Hospital Drive to Central Avenue	-	5,400	4,000	5,100	5,800	5,800	6,988	7,129	5.7%	1.0%
4120	Central Avenue to Lake Avenue	-	3,800	4,400	5,100	5,700	8,400	5,365	6,810	-4.7%	13.5%
4130	Lake Avenue to Royal Palm Parkway	-	3,500	4,300	5,000	5,400	6,300	3,727	6,409	0.4%	36.0%
4140	Royal Palm Parkway to Old Kings Road	-	5,400	6,900	7,800	9,500	10,000	9,949	10,206	0.5%	1.3%
	US1 (SR5)										
3700	St. Johns County Line to Old Kings Road	9,100	9,400	11,300	12,300	11,800	12,000	14,957	13,684	3.5%	-4.3%
3702	Old Kings Road to Matanzas Woods Parkway	7,900	8,100	10,000	9,700	10,400	11,900	13,876	15,505	7.6%	5.9%
3705	Matanzas Woods Parkway to Palm Coast Parkway	7,300	7,600	8,900	10,000	10,200	10,200	12,392	18,687	20.8%	25.4%
3710	Palm Coast Parkway to White View Parkway	12,500	11,500	13,000	14,600	15,500	11,700	18,915	20,783	19.4%	4.9%
3720	White View Parkway to Royal Palms Parkway	12,500	12,000	14,400	15,300	15,700	12,800	22,366	22,118	18.2%	-0.6%
3725	Royal Palms Parkway to Espanola Road	14,500	15,500	15,200	17,200	18,100	18,800	23,960	24,367	7.4%	0.8%
101	Palm Coast City Limit to Belle Terre Parkway	10,500	15,000	10,200	11,600	11,700	14,100	15,577	14,567	0.8%	-3.2%
3750	Belle Terre Parkway to CR 304	13,500	15,000	12,700	13,300	13,500	14,000	17,288	17,288	5.9%	0.0%
3755	CR 304 to Seminole Woods Parkway	14,000	18,500	12,700	14,600	13,300	12,900	14,590	19,314	12.4%	16.2%
235	Seminole Woods Parkway to Palm Coast City Limit	15,500	16,500	13,400	15,300	15,400	15,500	19,259	18,084	4.2%	-3.1%
	White Mill Drive										
3915	Pine Lakes Parkway to White View Parkway	2,400	3,000	3,300	3,600	4,100	4,000	4,439	5,014	6.3%	6.5%
	White View Parkway										
3920	US 1 to White Mill Drive	5,400	5,000	5,300	5,700	6,500	6,600	7,289	8,964	9.0%	11.5%
3910	White Mill Drive to Belle Terre Parkway	4,700	6,300	6,100	6,400	7,600	6,800	8,156	8,446	6.1%	1.8%
3900	Belle Terre Parkway to Pritchard Drive	1,700	2,800	2,900	3,400	3,800	4,000	2,563	8,277	26.7%	111.5%

Rita Merhi

From: donotreply_cdp@palmcoastgov.com
Sent: Monday, January 12, 2026 9:59 AM
To: Rita Merhi
Subject: AR Reviews Completed - AR #: 6499

City of Palm Coast Notification -DO NOT REPLY AR Reviews Completed - AR #: 6499

All reviews have been completed. If a resubmittal is required, a comment letter will be forthcoming. If approved, a DO will be forthcoming or application hearings will be scheduled soon.

App Request (6499)
App Req Code: TRME - TRAFFIC METHODOLOGY Review Status: REVIEWED

Project Nbr: 2025110012
Proj Name: RED MILL POINTE TM
Proj Type:
App Req Nbr: 6499
App Code: TRME
App Cd Desc: TRAFFIC METHODOLOGY
Applicant: RITA MERHI
Owner: STEPHEN HARRIS
App Status: PENDING
Review Stat: IN REVIEW
App Desc: RED MILL POINTE
Planner:
Folio Nbr:

You can follow the application at: https://www.palmcoastgov.com/government/planning/online-app

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City of Palm Coast officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

RESPONSE TO CITY OF PALM COAST COMMENTS
RED MILL POINTE 1 TRAFFIC IMPACT ANALYSIS METHODOLOGY

The following is our response to the City of Palm Coast's comments dated December 2, 2025, regarding the TIA Methodology for the Red Mill Pointe 1, located on Red Mill Drive to the west of Rymfire Drive. The comments are listed first in **bold** followed by our responses.

Comment 1. Distribution is tentatively accepted but will confirm once turning movement counts are collected at nearby identified intersections.

Response – Acknowledged, will document traffic counts in TIA.

Comment 2. Please use local data and not FDOT online data for growth and or traffic data counts. The City just finished Citywide traffic data counts and will have it available in January so please use the City's 2025 traffic data.

Response – Acknowledge, please provide the City's 2025 traffic data report.

Comment 3. The area is mostly build-out so such growth number as indicated up to 9.51% is not acceptable. Please use the City's traffic counts data for historical growth.

Response – Acknowledged, please provide the City's 2025 traffic data report

Comment 4. As indicated that you came up with an average growth rate of 6.17% per year so you concluded growth factor of 1.617% is incorrect. Please correct this growth factor.

Response – Acknowledged, revised typo, but will utilize local data as requested. Please provide the City's 2025 traffic data report. See revised TIA methodology.

Comment 5. For background growth, you can use historical growth rate or use our vested trips as provided in our Transportation Facility Status Report.

Response – Acknowledged, will utilize whichever is higher of the two scenarios. Please confirm that the Transportation Facility Status Report dated May 19, 2024, is the latest version. If not, please provide the most current version.

Comment 6. Intersection at Red Mill Drive and Reston Place is not needed to evaluate. All other intersections listed are relevant to evaluate.

Response – Acknowledged, see revised TIA methodology.

Comment 7. Please revise and resubmit TM.

Response – Acknowledged, see revised TIA methodology.

city of PALM COAST

Community Development Department
Planning Division

160 Lake Avenue
Palm Coast, FL 32164
386-986-3736

December 2, 2025

RE: **Comment Letter for Project Name , RED MILL POINTE TM**
Application: 6499

Dear Ms. MERHI,

Thank you for your recent submittal. Staff has reviewed your submittal, however due to comments noted below, the plans cannot be approved at this time.

Kindly submit revised plans to show the following changes:

PLTR - PLANNING TRANSPORTATION/CONCURRENCY
Comments:
Held By: PHONG NGUYEN - (386)986-3779 - PNGUYEN@PALMCOASTGOV.COM
1) Distribution is tentatively accepted but will confirm once turning movement counts are collected at nearby identfified intersections.
2) Please use local data and not FDOT online data for growth and or traffic data counts. The City just finished Citywide traffic data counts and will have it available in January so please use the City's 2025 traffic data counts as the basis.
3) The area is mostly build-out so such growth number as indicated upto 9.52% is not acceptable. Please use the City's traffic counts data for historical growth.
4) As indicated that you came up with an average growth rate of 6.17% per year so you concluded growith factor of 1.617% is incorrect. Please correct this growth factor.
5) For background growth, you can use historical growth rate or use our vested trips as provided in our Transportation Facility Status Report.
6) Intersection at Red Mill Drive and Reston Place is not needed to evaluate. All other intersections listed are relevant to evaluate.
7) Please revise and resubmit TM.

If you have any questions concerning the comments noted, please contact me at 386-986-3779.

Sincerely,

Phong Nguyen,
Planning Manager/Project Manager

TO: Phong Nguyen, Planning Manager/ Project Manager
City of Palm Coast

FROM: Turgut Dervish, P.E.
R. Jay Davoll, P.E.

DATE: January 5, 2026

RE: Red Mill Pointe 1
Traffic Impact Analysis Methodology - Revised
TPD No. 5537.1

The following is our proposed traffic study methodology for the above-referenced development project in Palm Coast for your review:

1) Proposed Development

The proposed residential development will consist of 216 multi-family dwelling units. **Figure 1** depicts the location of the project site and the area roadways. Access to the site will be via two full access connections on Red Mill Drive. **Figure 2** provides the preliminary site plan. The development is anticipated to be completed by 2028.

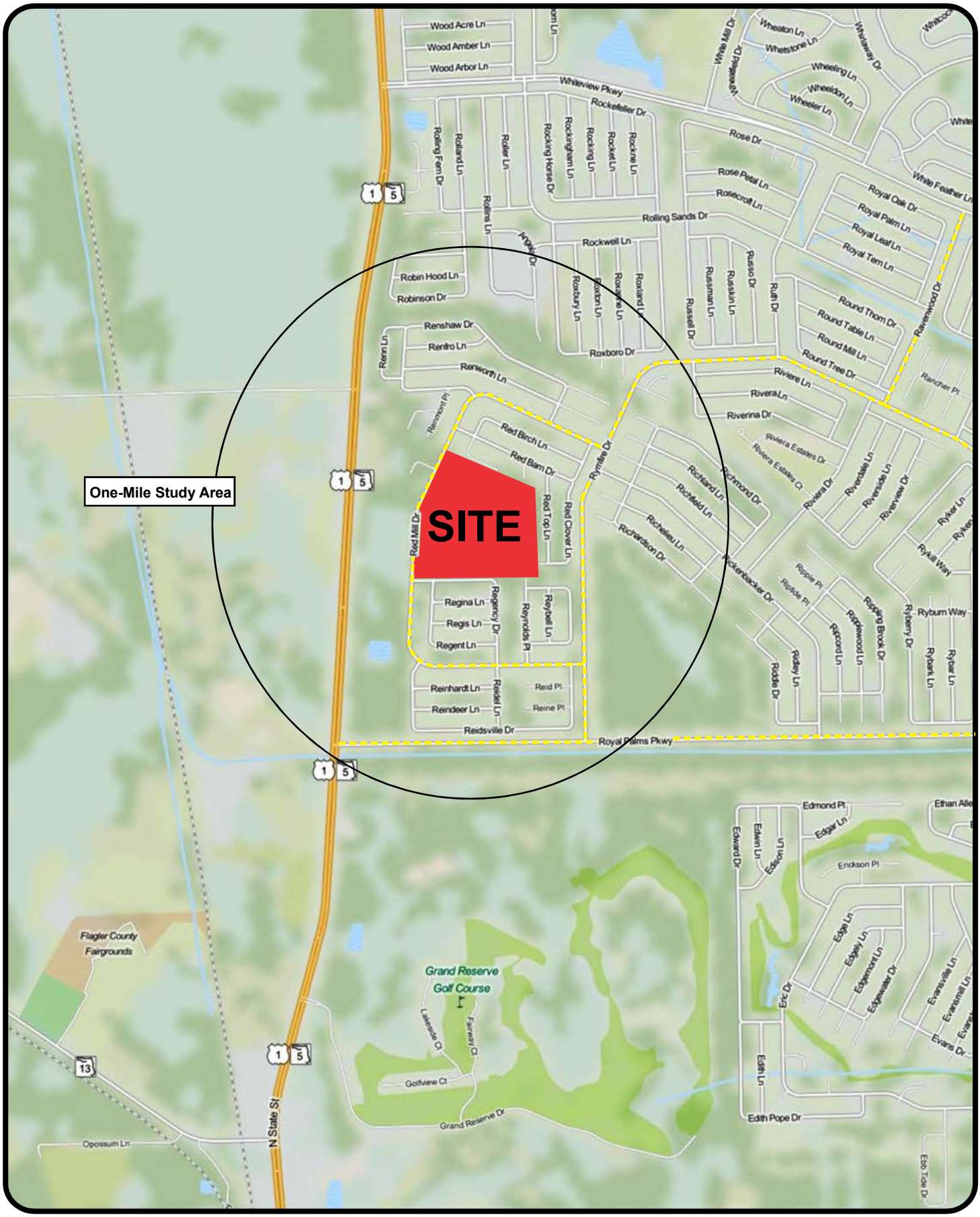
2) Trip Generation

Table 1 provides a summary of the trip generation for the proposed development. Trip generation rates were obtained from *the Institute of Transportation Engineers (ITE) Trip Generation Manual, 12th Edition*. As shown in the table, the proposed development is estimated to generate 1,337 daily trips, of which 89 will occur in the A.M. peak hour and 111 in the P.M. peak hour. Copies of the ITE trip generation sheets are included in **Attachment A.**

Table 1
Trip Generation Summary

ITE Code	Land Use	Size	Daily		A.M. Peak Hour				P.M. Peak Hour			
			Rate	Trips	Rate	Enter	Exit	Total	Rate	Enter	Exit	Total
220	Multi-Family (Apartments/Townhomes)	216 DU[1]	6.19	1,337	0.41	21	68	89	0.514	69	42	111
Total			**--**	**1,337**	**--**	**21**	**68**	**89**	**--**	**69**	**42**	**111**

[1]*DU = Dwelling Unit*

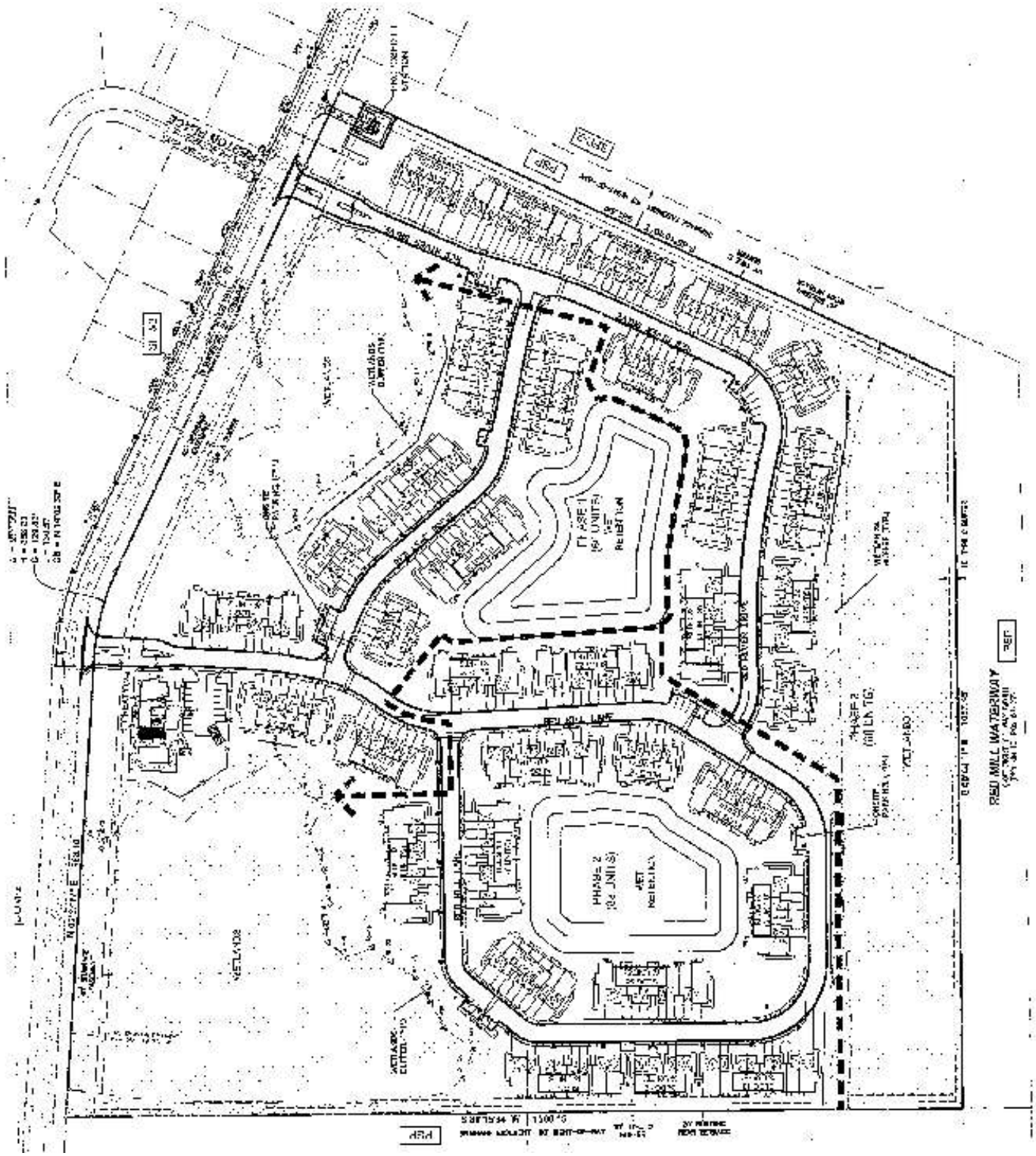


Red Mill Point
Project № 5537.1

Figure 1
Page 2

Site Location

N
NTS



Red Mill Point
Project № 5537.1

Figure 2
Page 3

Site Plan

N
NTS

3) Trip Distribution

The trip distribution pattern was estimated using the *Central Florida Regional Planning Model* (CFRPM), version 7. A Selected Zone Analysis (SZA) was conducted by modifying the 2035 interim year model network to include a Traffic Analysis Zone (TAZ) representing the proposed project and the model's socio-economic data was updated to reflect the proposed project buildout. The project distribution in the model output was manually adjusted for reasonableness using engineering judgement and proposed access to the site. This adjusted distribution pattern is depicted in **Figure 3** and the model plot outputs are provided in **Attachment B**. Utilizing this distribution, the development project trips will be assigned to the area roadways.

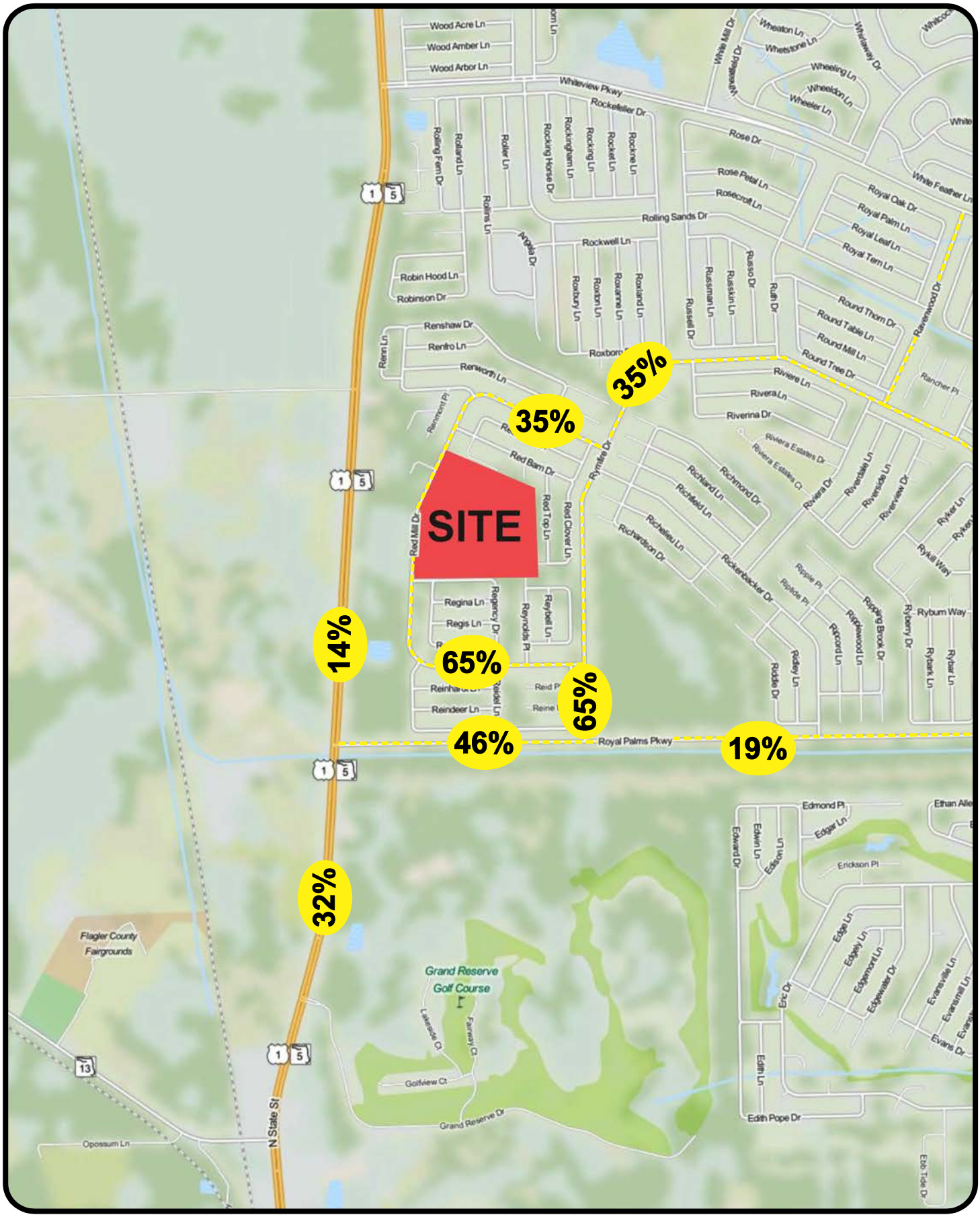
4) Study Area as per the City TIS Guidelines

The proposed development consists of a residential subdivision with 216 multi-family dwelling units. Based upon its peak hour generation, this residential subdivision will require a one-mile study area.

The roadway segments to which site has direct connections and all roadways listed in the Transportation Facility Status Report that are within the one-mile radius are to be included in the study. A significance analysis was conducted as shown in **Table 2** to determine if the study area should be expanded beyond the 1.0-mile impact area. Based on this analysis, the study area will not be expanded beyond the one-mile impact area.

Table 2
Significance Analysis

Seg ID	Roadway Segment	# of Lns	Area Type	Adopted		Project Trip		% Significant
				LOS	PH 2-Way Capacity	%	Volume	
Rymfire Drive								
3215	Royal Palms Pkwy to Ravenwood Dr	2L	Collector UFH	D	2,170	65%	72	3.32%
Royal Palms Parkway								
3200	US 1 to Rymfire Dr	2L	Arterial Class 1	D	1,600	46%	51	3.19%
3210	Rymfire Dr to Belle Terre Blvd	2L	Arterial Class 1	D	1,600	19%	21	1.31%
US1 (SR5)								
3720	White View Pkwy to Royal Palm Pkwy	4LD	Arterial State Class 1	D	3,580	32%	36	1.01%
3725	Royal Palm Pkwy to Espanola Rd	4LD	Arterial State Class 1	D	3,580	14%	16	0.45%
Ravenwood Drive								
3911	White View Pkwy to Rymfire Dr	2L	Collector UFH	D	2,170	35%	39	1.80%



Red Mill Point
Project № 5537.1

Figure 3
Page 5

Project Trip Distribution

N
NTS

5) Traffic Analysis

The traffic analysis will be conducted for the classified roadways within the study area and major intersections. The analysis will be conducted for existing and projected conditions for the following roadways/intersections:

Roadways:

- Rymfire Drive
  Royal Palms Parkway to Ravenwood Drive

- Royal Palms Parkway
  US 1 to Rymfire Drive
  Rimfire Drive to Belle Terre Boulevard

- US 1 (SR 5)
  White View Parkway to Royal Palm Parkway
  Royal Palm Parkway to Espanola Road

Intersections:

- Rymfire Drive and Red Mill Drive North
- Rymfire Drive and Red Mill Drive South
- Rymfire Drive and Royal Palms Parkway
- US 1 and Royal Palms Parkway
- Red Mill Drive and Site Entrances

The roadway segments will be analyzed for the P.M. peak hour conditions utilizing data provided by the city and/or collected in the field. The roadway segments will be analyzed by comparing the peak hour volumes of each segment with the corresponding capacity of the adopted LOS standard. The intersections will be analyzed utilizing A.M./P.M. peak hour traffic counts obtained in the field in accordance with the procedures of the Highway Capacity Manual. HCS and/or Synchro Software will be used in the analysis.

To determine projected traffic conditions for use in the analysis, existing traffic volumes will be for the project's buildout year with the use of growth factors determined from historical trends analysis of existing traffic volumes. Utilizing FDOT on-line traffic count data on Rymfire Drive and Royal Palms Parkway revealed growth rate ranging from 2.82% to 9.52%. Therefore, the average growth rate was 6.17% per year. Copies of the Trend Analysis worksheets utilizing FDOT counts are provided in **Attachment C.** However, the City of Palm Coast requested that local data be used for determining the growth rate, so the City's 2025 Traffic Data Counts will be utilized and the growth rate document in the TIA.

The study roadways and intersections for the projected conditions will be analyzed similar to existing conditions.

6) Major Traffic Review Report

A traffic report will be prepared as per the City's TIA guidelines addressing the project's trip generation/distribution characteristics and its impact area. The report will also provide:

- An analysis of roadway links within the project impact area of one mile (existing and projected).
- An analysis of the study intersections as per the Highway Capacity Manual (existing and projected).
- Identification of needed improvements to segments and intersection in the study area.
- Review/Identification of turn lanes needed at the proposed access connection.

Please contact us at 407-628-9955 if you have questions or need additional information.

Attachment A

ITE Trip Generation Sheets

Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

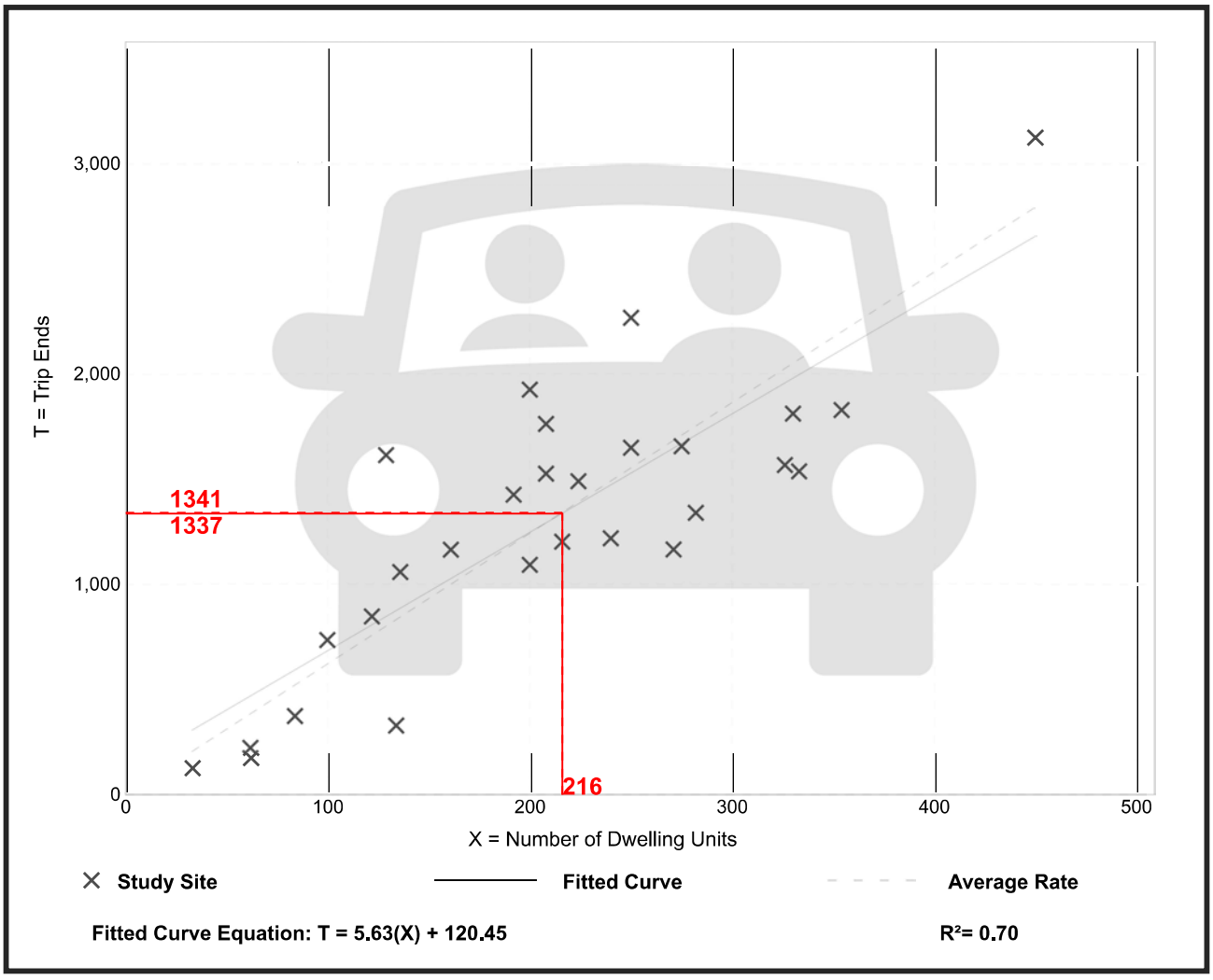
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 28
Avg. Num. of Dwelling Units: 208
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.21	2.46 - 12.50	1.87

Data Plot and Equation



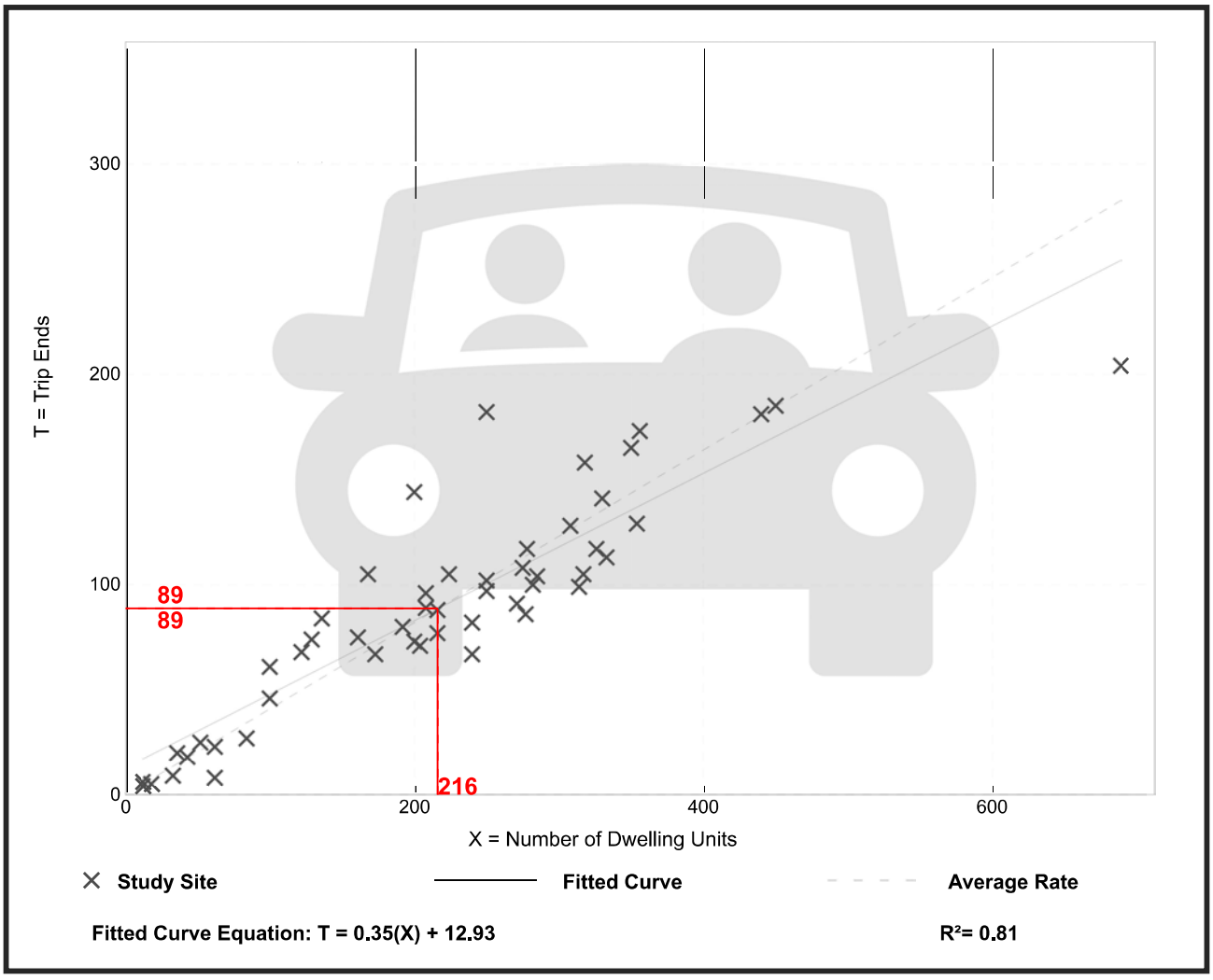
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 51
Avg. Num. of Dwelling Units: 219
Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.41	0.13 - 0.73	0.10

Data Plot and Equation



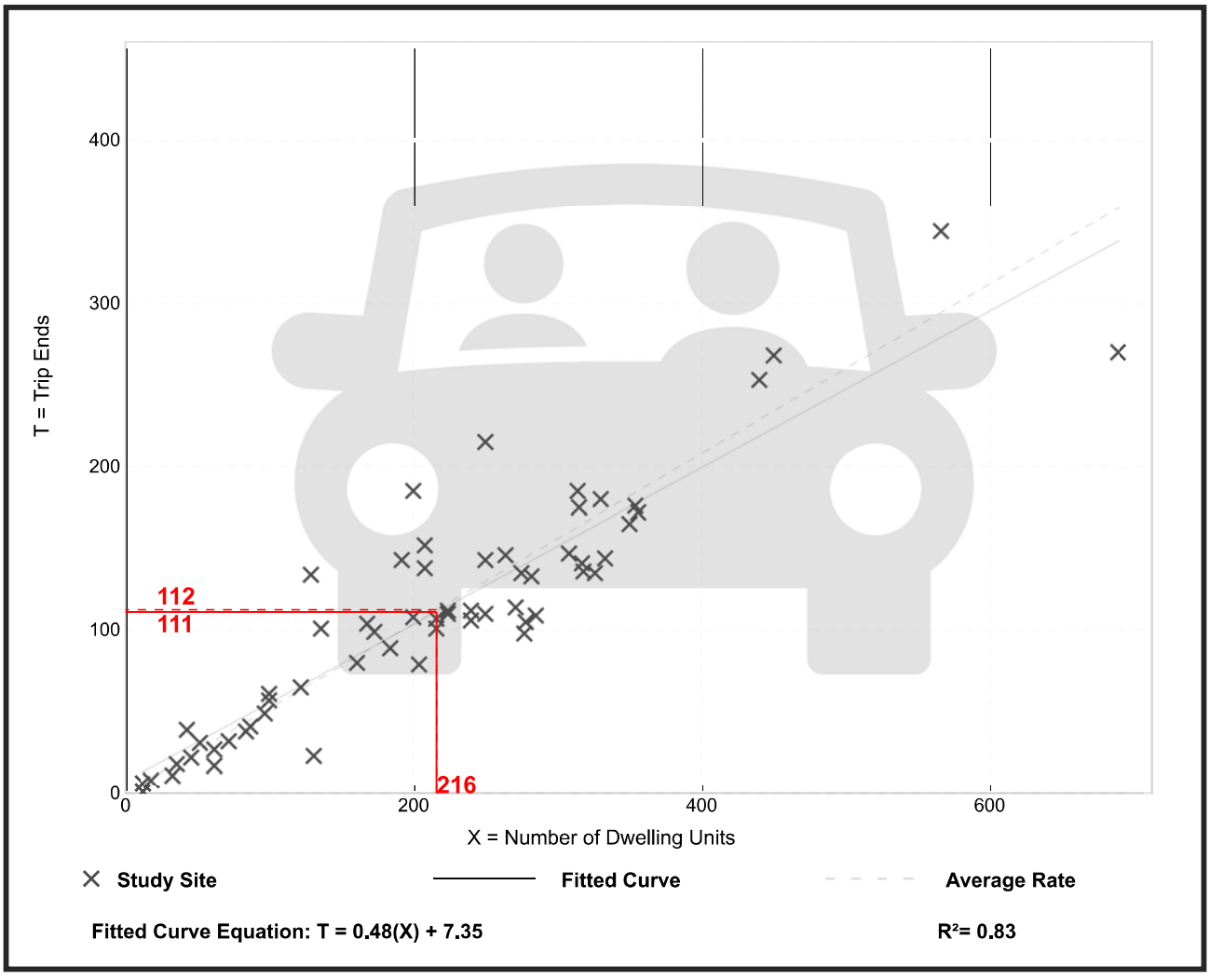
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 61
Avg. Num. of Dwelling Units: 215
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per Dwelling Unit

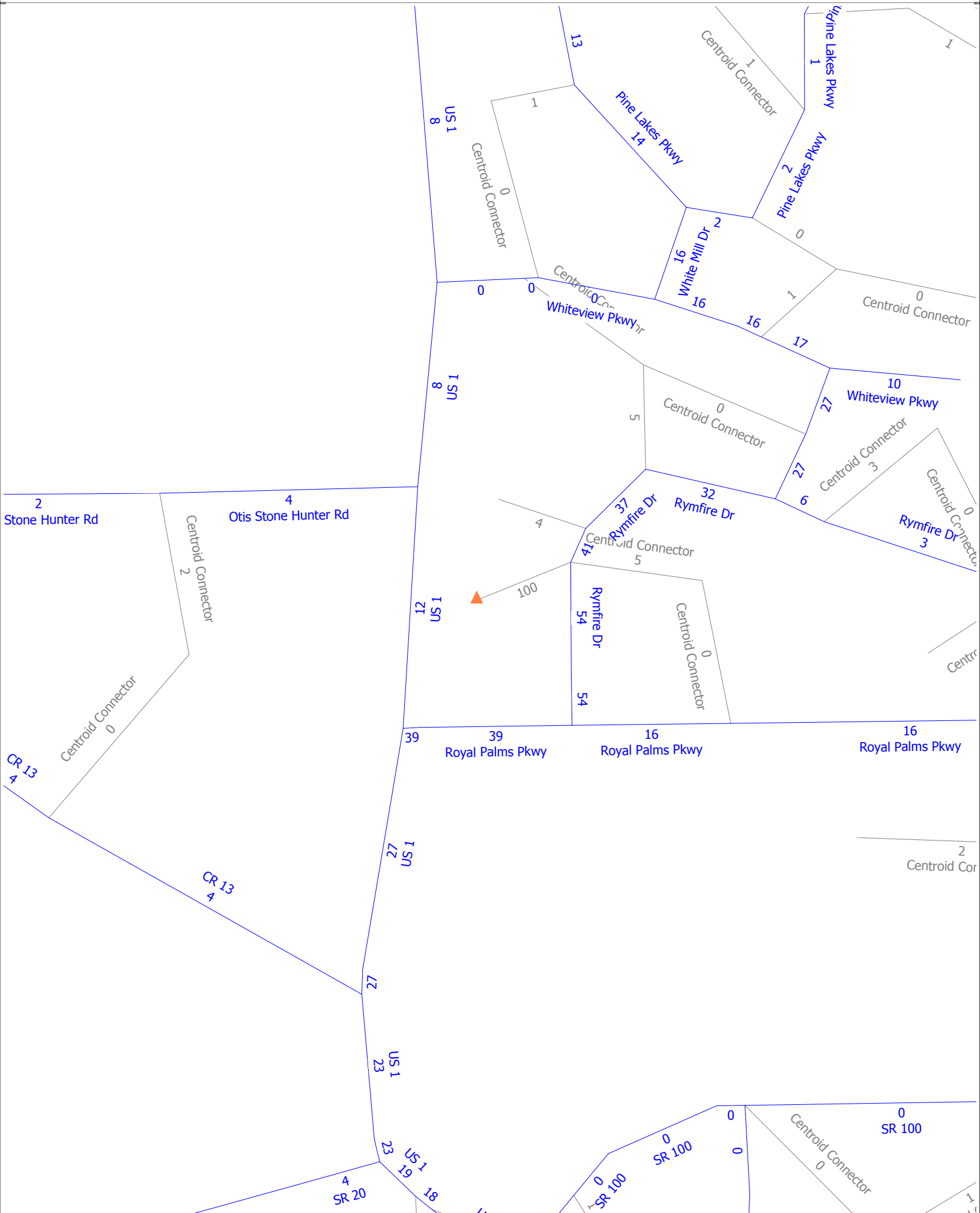
Average Rate	Range of Rates	Standard Deviation
0.52	0.08 - 1.04	0.13

Data Plot and Equation

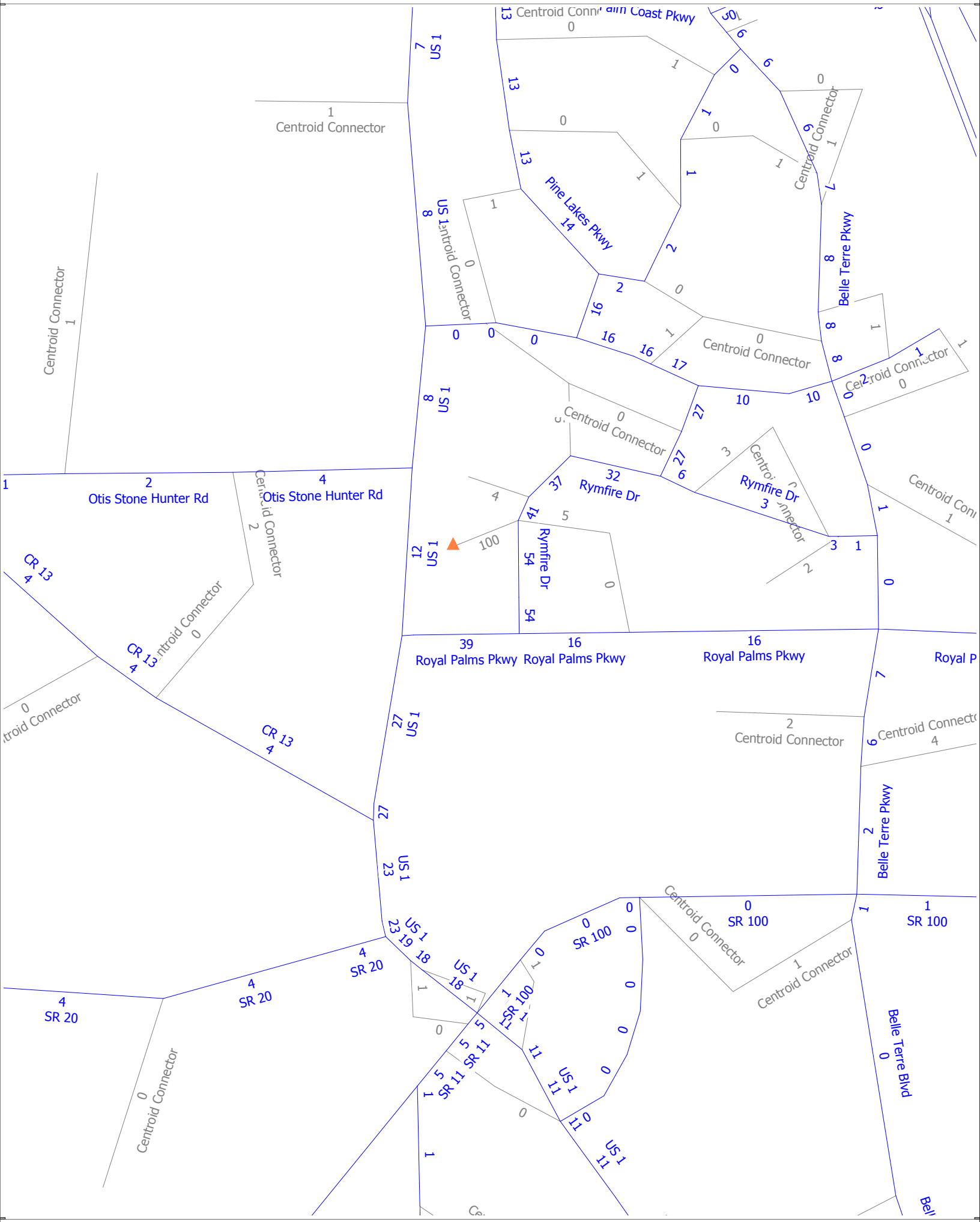


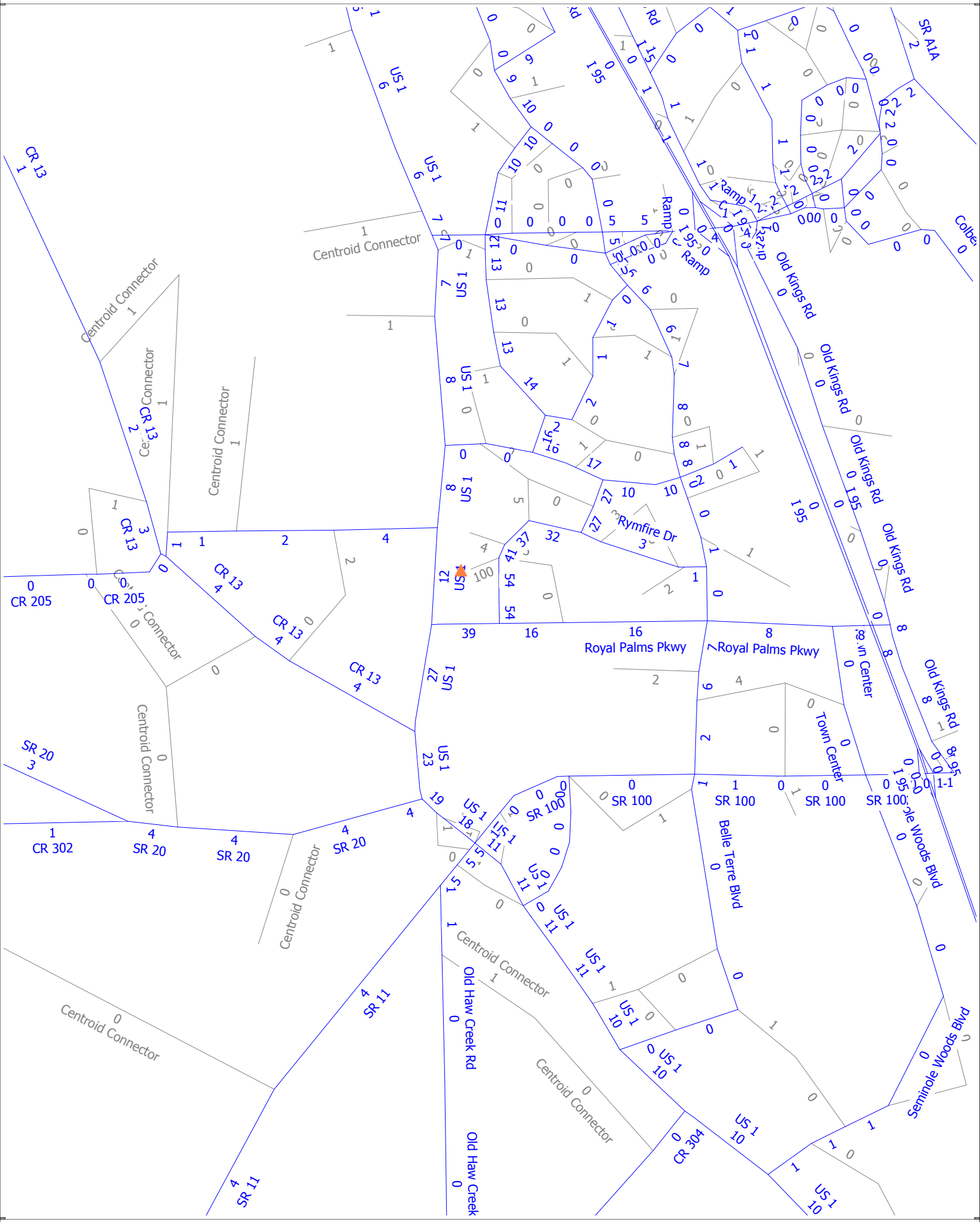
Attachment B

Model Printouts



cube (Licensed to Traffic Planning and Design)


Centroid Connector
Pine Lakes Pkwy
Belle Terre Pkwy
US 1
Rymfire Dr
Otis Stone Hunter Rd
CR 13
Royal Palms Pkwy
SR 20
SR 100
SR 11
Belle Terre Blvd


CR 13
US 1
Centroid Connector
Ramp
I 95
Old Kings Rd
SR A1A
Rymfire Dr
Royal Palms Pkwy
Town Center
Belle Terre Blvd
Seminole Woods Blvd
Old Haw Creek Rd
CR 205
CR 302
SR 20
SR 100
SR 11
CR 304

Attachment C

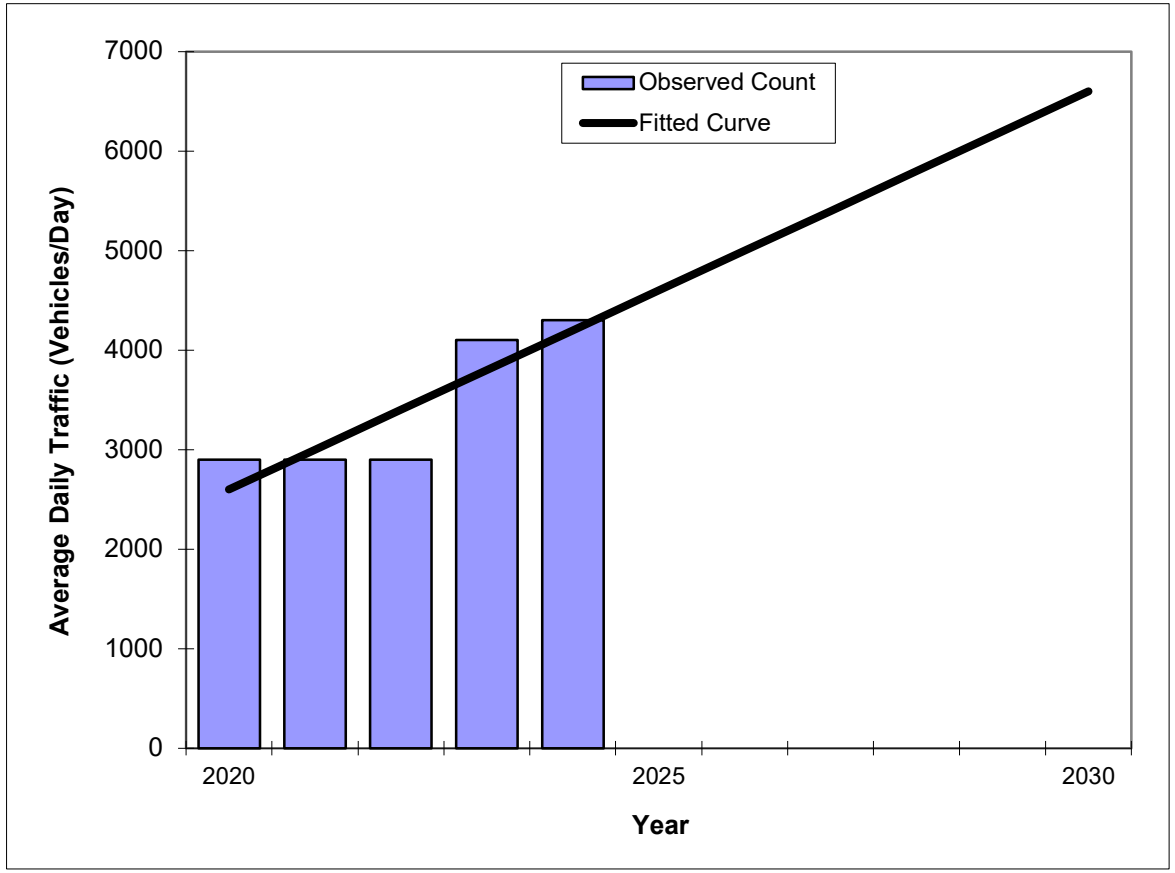
Trends Analysis Worksheet

Traffic Trends - V3.0

Rymfire Drive -- Royal Palms Pkwy to Belle Terre Pkwy

FIN#	1234
Location	1

County:	Flagler (73)
Station #:	738014
Highway:	Rymfire Drive



Year	Traffic (ADT/AADT) Count*	Trend**
2020	2900	2600
2021	2900	3000
2022	2900	3400
2023	4100	3800
2024	4300	4200
2028 Opening Year Trend		
2028	N/A	5800
2029 Mid-Year Trend		
2029	N/A	6200
2030 Design Year Trend		
2030	N/A	6600
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	400
Trend R-squared:	78.13%
Trend Annual Historic Growth Rate:	15.38%
Trend Growth Rate (2024 to Design Year):	9.52%
Printed:	20-Oct-25

Straight Line Growth Option

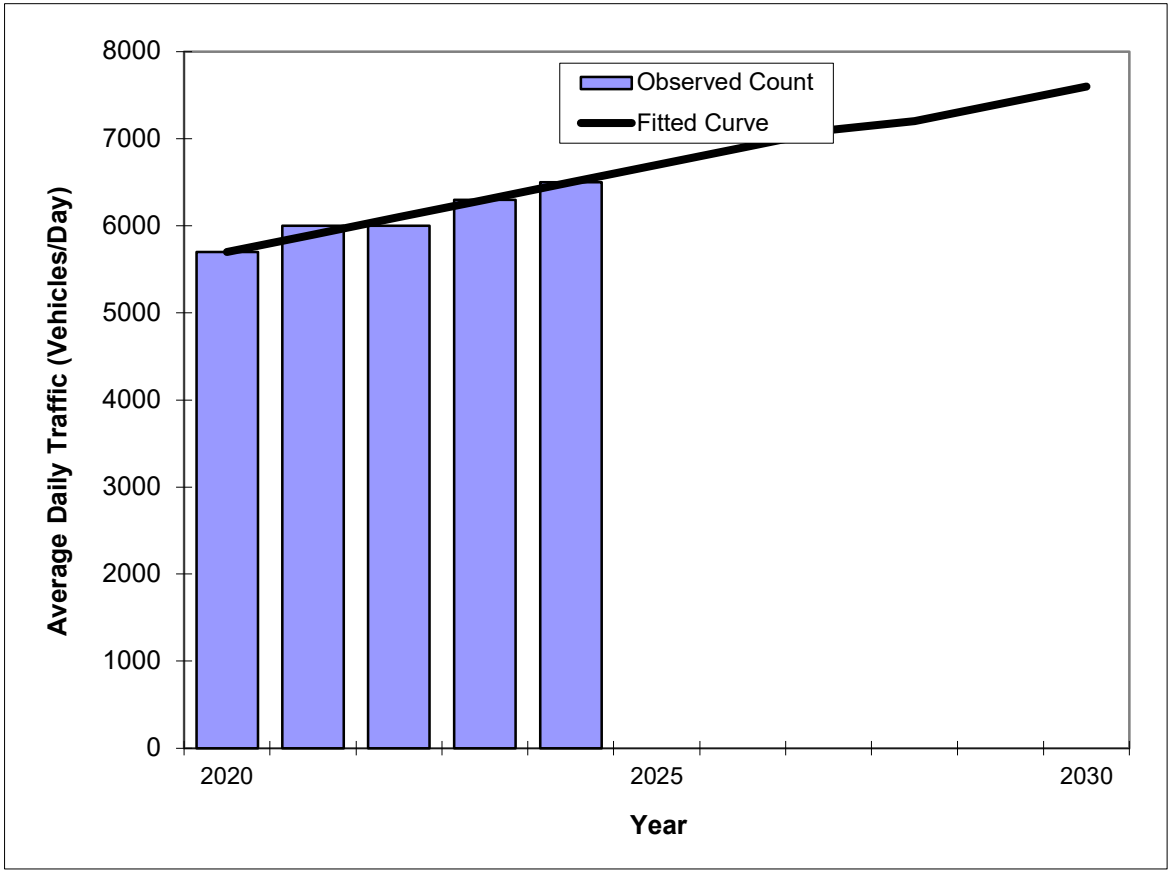
***Axle-Adjusted**

Traffic Trends - V3.0

ROYAL PALMS Parkway -- US 1 to Belle Terre Pkwy

FIN#	1234
Location	1

County:	Flagler (73)
Station #:	738007
Highway:	ROYAL PALMS Parkway



Year	Traffic (ADT/AADT) Count*	Trend**
2020	5700	5700
2021	6000	5900
2022	6000	6100
2023	6300	6300
2024	6500	6500
2028 Opening Year Trend		
2028	N/A	7200
2029 Mid-Year Trend		
2029	N/A	7400
2030 Design Year Trend		
2030	N/A	7600
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	190
Trend R-squared:	95.00%
Trend Annual Historic Growth Rate:	3.51%
Trend Growth Rate (2024 to Design Year):	2.82%
Printed:	20-Oct-25

Straight Line Growth Option

***Axle-Adjusted**

APPENDIX B

Transportation Facility Status Report, Published May 19, 2024

Transportation Facility Status Report

Published May 19, 2024

Citywide Traffic Counts Fall 2023 / Vested trips through December 31, 2023

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
	Belle Terre Parkway																							
1200	Matanzas Woods Parkway to Bird of Paradise Drive	Arterial	Class 1	1.86	4	Yes	Yes	Yes	5	1.28	45	7,814	0.1029	804	367	1,171	*	**	3,420	3,580	***	**D**	C	C
1205	Bird of Paradise Drive to Pine Lakes Parkway (North)			0.71								16,208	0.0908	1,472	367	1,839							C	C
1210	Pine Lakes Parkway (North) to Bellaire Drive			0.85								14,871	0.0955	1,420	252	1,672							C	C
1215	Bellaire Drive to Palm Coast Parkway(WB)			0.48								18,724	0.0897	1,680	314	1,994							C	C
		Segment Length:		3.90																				
1220	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)		Class 1	0.22	4	Yes	Yes	Yes	5	8.06	45	22,150	0.0878	1,945	271	2,216	*	**	3,420	3,580	***	**D**	C	C
1225	Palm Coast Parkway (EB) to Cypress Point Parkway			0.13								21,694	0.0826	1,792	363	2,155							C	C
1230	Cypress Point Parkway to Pine Lakes Parkway (South)			0.27								35,119	0.083	2,897	378	3,275							C	C
		Segment Length:		0.62																				
1240	Pine Lakes Parkway (South) to Parkview Drive	Arterial	Class 1	1.03	4	Yes	Yes	Yes	7	1.38	45	31,904	0.0841	2,683	353	3,036	*	**	3,420	3,580	***	**D**	C	C
1245	Parkview Drive to White View Parkway			1.02								27,740	0.0855	2,372	375	2,747							C	C
1250	White View Parkway to Rymfire Drive			0.92								28,101	0.0894	2,512	428	2,940							C	C
1252	Rymfire Drive to Royal Palms Parkway			0.53								30,109	0.0942	2,836	412	3,248							C	C
1254	Royal Palms Parkway to East Hampton Boulevard			0.52								30,628	0.0908	2,781	384	3,165							C	C
1260	East Hampton Boulevard to SR 100			1.04								25,394	0.0873	2,217	269	2,486							C	C
		Segment Length:		5.06																				
	Belle Terre Blvd.																							
1263	SR 100 to Zebulas Trail	Arterial	UFH	0.21	2	No	n.a.	n.a.	n.a.	n.a.	50	9,353	0.0898	840	179	1,019	*	770	1,530	2,170	2,990	**D**	C	C
1265	Zebulas Trail to Zaun Trail			0.84								7,688	0.0879	676	167	843							B	C
1270	Zaun Trail to Citation Parkway			1.37								5,297	0.0967	512	167	679							B	B
1275	Citation Parkway to US 1			1.31								4,301	0.106	456	184	640							B	B
		Segment Length:		3.73																				
	Bird of Paradise Drive																							
2420	Matanzas Woods Parkway to Birchwood Drive	Collector	UFH	1.31	2	No	n.a.	n.a.	n.a.	n.a.	30	4,494	0.1362	612	0	612	*	770	1,530	2,170	2,990	**D**	B	B
2430	Birchwood Drive to Belle Terre Parkway			1.01								7,069	0.1019	720	0	720							B	B
		Segment Length:		2.32																				
	Bulldog Drive																							
4300	SR 100 to Central Avenue	Collector	Class 2	0.54	2	No	No	No	1	1.11	25	5,384	0.1635	880	84	964	*	**	660	1,330	1,410	**D**	C	C
4310	Central Avenue to Lake Avenue			0.28								1386	0.127	176	0	176								
4320	Lake Avenue to terminus			0.08																				
		Segment Length:		0.90																				
	Central Avenue																							
4400	Belle Terre Parkway to Market Avenue	Collector	Class 2	0.35	4	Yes	Yes	No	2	2.90	25	4,233	0.1288	545	292	837	*	**	1,310	2,920	3,040	**D**	C	C
4410	Market Avenue to Lake Avenue			0.11								4,777	0.1398	668	292	960							C	C
4420	Lake Avenue to Landings Blvd.			0.23								5,804	0.096	557	215	772							C	C
		Segment Length:		0.69																				
4430	Landings Blvd to Park Street	Collector	Class 2	0.33	2	no	no	no	0	0.00	20	4,712	0.1452	684	292	976	*	**	660	1,330	1,410	**D**	D	D
4440	Park Street to Bulldog Drive			0.16								4,543	0.1453	660	292	952							C	D
4450	Bulldog Drive to Brookhaven Drive			0.29								3,084	0.1401	432	292	724							C	D
4460	Brookhaven Drive to Town Center Blvd.			0.41								3,084	0.1401	432	292	724							C	D
		Segment Length:		1.19																				
	Citation Parkway																							
3312	Belle Terre Parkway to Laguna Forest Lane	Collector	UFH	0.77	2	No	n.a.	n.a.	n.a.	n.a.	35	1,687	0.1067	180	0	180	*	770	1,530	2,170	2,990	**D**	B	B
~~3315~~	~~Seminole Woods Parkway to Sesame Boulevard~~			0.41							40	~~1,564~~	~~0.089~~	~~139~~	~~0~~	~~139~~								
		Segment Length:		1.18																				
	Club House Drive																							
1300	Palm Harbor Parkway to Palm Coast Parkway (WB)	Collector	Class 2	1.65	2	No	Yes	No	1	0.56	35	4,825	0.0895	432	80	512	*	**	660	1,330	1,410	**D**	C	C
1310	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)			0.15								3,293	0.102	336	78	414							C	C
		Segment Length:		1.80																				

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
	Colbert Lane																							
3105	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)		Class 2	0.20							30	4,167	0.1056	440	9	449	*	**	660	1,330	1,410		C	C
3110	Palm Coast Parkway (EB) to Waterside Parkway (N)			1.70							45	9,199	0.1061	976	6	982							C	C
3120	Waterside Parkway (N) to Waterside Park (S)	Arterial		1.40	2	No	n.a.	n.a.	n.a.	n.a.		5,191	0.0955	496	1	497						**D**	B	B
3125	Waterside Park (S) to South Park Road		UFH	0.60							55	5,788	0.1071	620	1	621	*	770	1,530	2,170	2,990		B	B
3130	South Park Road to Roberts Road			1.87								6,371	0.086	548	1	549							B	B
3135	Roberts Road to SR 100			1.29								4,289	0.1007	432	1	433							B	B
			Segment Length:	7.06																				
	Cypress Point Parkway																							
4200	Belle Terre Parkway to Pine Cone Drive			0.22								18,853	0.0893	1,684	65	1,749							D	D
4205	Pine Cone Drive to Cypress Edge (S)	Arterial	Class 2	0.29	4	Yes	Yes	No	3	3.80	35	17,801	0.0854	1,520	65	1,585	*	**	1,310	2,920	3,040	**D**	D	D
4210	Cypress Edge (S) to Cypress Edge (N)			0.16								17,801	0.0854	1,520	65	1,585							D	D
4215	Cypress Edge (N) to Palm Coast Parkway			0.12								20,966	0.0914	1,916	65	1,981							D	D
			Segment Length:	0.79																				
	Farmsworth Drive																							
2716	Old Kings Road to Florida Park Drive	Collector	Class 2*	0.90	2	No	n.a.	n.a.	n.a.	n.a.	30	2,376	0.1061	252	0	252	*	**	600	1,200	1,270	**D**	C	C
	Farragut Drive																							
2717	Old Kings Road to Florida Park Drive	Collector	Class 2*	0.97	2	No	n.a.	n.a.	n.a.	n.a.	30	1,045	0.0995	104	0	104	*	**	600	1,200	1,270	**D**	C	C
	Fleetwood Drive																							
2714	Old Kings Road to Florida Park Drive	Collector	Class 2*	0.94	2	No	n.a.	n.a.	n.a.	n.a.	30	2,329	0.0962	224	0	224	*	**	600	1,200	1,270	**D**	C	C
	Florida Park Drive																							
2090	Palm Harbor Parkway to Forest Hill Drive			0.32								5,055	0.0942	476	27	503							C	C
2100	Forest Hill Drive to Fleetwood Drive			0.64								7,122	0.091	648	24	672							C	D
2105	Fleetwood Drive to Farragut Drive	Collector	Class 1	0.25	2	No	Yes	No	1	0.52	30	7,122	0.091	648	24	672	*	**	660	1,330	1,410	**D**	C	D
2110	Farragut Drive to Palm Coast Parkway (WB)			0.63								9,172	0.0925	848	25	873							D	D
2120	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)			0.08								5,066	0.1003	508	67	575							C	C
			Segment Length:	1.92																				
	Forest Grove Drive																							
4000	Old Kings Road (W) to Old Kings Road (E)	Collector	Class 2*	0.59	2	No	n.a.	n.a.	n.a.	n.a.	30	1,704	0.1713	292	0	292	*	**	600	1,200	1,270	**D**	C	C
~~4010~~	~~Old Kings Road (E) to Palm Harbor Parkway~~			0.41								~~0~~	~~0.094~~	———	~~289~~	~~289~~								
			Segment Length:	1.00																				
	Frontier Drive																							
2712	Old Kings Road (E) to Palm Harbor Parkway	Collector	Class 2*	1.14	2	No	n.a.	n.a.	n.a.	n.a.	30	3,657	0.1072	392	0	392	*	**	600	1,200	1,270	**D**	C	C
	Hargrove Grade Road																							
3707	US 1 to RR Xing	Collector	Class 2*	1.00	2	No	n.a.	n.a.	n.a.	n.a.	35	3,304	0.1501	496	0	496	*	**	600	1,200	1,270	**D**	C	C
	I-95 (SR 9)																							
251	Palm Coast City Limit to Palm Coast Parkway			7.64								66,798	0.131	8,751	25	8,776							D	D
292	Palm Coast Parkway to SR 100	Arterial	Freeway	5.80	6	Yes	n.a.	n.a.	n.a.	n.a.	70	78,040	0.106	8,272	329	8,601	*	6,130	8,370	10,060	11,100	**C**	C	D
255	SR 100 to Old Dixie Highway			5.26								78,768	0.132	10,397	312	10,709							D	E
			Segment Length:	18.70																				
	Lakeview Boulevard																							
3925	London Drive to Matanzas Woods Parkway	Collector	UFH	1.33	2	No	n.a.	n.a.	n.a.	n.a.	n.a.	5,008	0.0926	464	0	464	*	770	1,530	2,170	2,990	**D**	B	B

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
	Landings Blvd.																							
4500	SR 100 to Central Avenue	Collector	UFH	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
4510	Central Avenue to Lake Avenue			n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
	Lake Avenue																							
4550	Market Avenue to Landings Blvd.	Collector	UFH	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
4560	Landings Blvd.to City Place Drive			n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
4570	City Place Drive to Town Center Blvd.			n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
	Market Avenue																							
4600	Belle Terre Parkway to Central Avenue	Collector	UFH	0.28	2	No	n.a.	n.a.	n.a.	n.a.	25	2,990	0.103	308	0	308	*	770	1,530	2,170	2,990	**D**	B	B
4610	Central Avenue to Lake Avenue													-	0	-								
		Segment Length:		0.28																				
	Matanzas Woods Parkway																							
2400	US 1 to Belle Terre Parkway	Arterial	Class 1	1.06	2	No	Yes	No	3	0.33	45	6,514	0.1069	696	321	1,017	*	**	1,510	1,600	***	**D**	C	C
2410	Belle Terre Parkway to Bird of Paradise Drive			0.80								10,120	0.1067	1,080	183	1,263							C	C
2415	Bird of Paradise Drive to I-95 SB			0.10								13,880	0.1182	1,641	337	1,978							E	E
2416	I-95 SB to I-95 NB			0.29								12,690	0.1157	1,468	305	1,773							C	E
2417	I-95 NB to Old King Rd Extension			0.23								12,168	0.1351	1,644	305	1,949							E	E
2418	Old Kings Rd Extension at Matanzas HS Entrance			0.52								8,208	0.1896	1,556	305	1,861							D	E
		Segment Length:		3.00																				
	Old Kings Road																							
2700	US 1 to Princess Place Preserve Entrance	Arterial	UFH	1.55	2	No	n.a.	n.a.	n.a.	n.a.	55	1,598	0.1127	180	49	229	*	770	1,530	2,170	2,990	**D**	B	B
2702	Princess Place Preserve Entrance to Forest Grove Drive			3.01								6,707	0.0823	552	49	601							B	B
2705	Forest Grove Drive to Farmsworth Drive			1.55							45	7,405	0.0956	708	222	930							B	C
2707	Farmsworth Drive to Frontier Drive			0.39								9,730	0.0958	932	222	1,154							C	C
2710	Frontier Drive to Fleetwood Drive			0.46							35	12,513	0.0879	1,100	220	1,320							C	C
2715	Fleetwood Drive to Farragut Drive			0.65								16,203	0.0857	1,389	220	1,609							C	D
		Segment Length:		7.61																				
2720	Farragut Drive to Palm Coast Parkway	Arterial	Class 1	0.39	4	Yes	Yes	Yes	1	2.56	35	23,893	0.084	2,007	199	2,206	*	**	3,420	3,580	**	**D**	C	C
		Segment Length:		0.39																				
2730	Palm Coast Parkway to Utility Drive	Arterial	UFH	0.63	2	No	n.a.	n.a.	n.a.	n.a.	35	15,971	0.0829	1,324	224	1,548	*	770	1,530	2,170	2,990	**D**	C	D
2735	Utility Drive to Oak Trails Boulevard			0.25							45	9,556	0.0892	852	224	1,076							C	C
2740	Oak Trails Boulevard to Hidden Lake Blvd			3.35								9,332	0.0883	824	257	1,081								
2743	Hidden Lake Blvd to Town Center Drive			0.20								9,645	0.0887	856	257	1,113							C	C
2745	Town Center Boulevard to SR 100			1.61	4	Yes						9,891	0.087	861	251	1,112	*	3,300	4,660	5,900	6,530		B	B
2750	SR 100 to Palm Coast City Limit			0.30	2	No					50	9,422	0.1414	1,332	88	1,420	*	770	1,530	2,170	2,990		C	C
		Segment Length:		6.34																				
	Palm Coast Parkway																							
2800	US 1 to Pine Lakes Parkway	Arterial	Class 1	0.53	4	Yes	Yes	Yes	1	1.89	45	15,106	0.0988	1,492	922	2,414	*	**	3,420	3,580	***	**D**	C	C
	Palm Coast Parkway (Eastbound)																							
2815	Pine Lakes Parkway to Belle Terre Parkway	Arterial	Class 1 (One Way)	1.22	2	One Way	Yes	No	2	1.06	45	13,199	0.0949	1,253	478	1,731	*	**	2,050	2,150	***	**D**	C	C
2825	Belle Terre Parkway to Cypress Point Parkway			0.66	3						40	19,308	0.0849	1,639	321	1,960	*	**	3,150	3,240	***		C	C
		Segment Length:		1.88																				
	Palm Coast Parkway (Westbound)																							
2820	Cypress Point Parkway to Belle Terre Parkway	Arterial	Class 1 (One Way)	0.65	3	One Way	Yes	No	2	1.10	40	18,837	0.0941	1,773	321	2,094	*	**	3,150	3,240	***	**D**	C	C
2810	Belle Terre Parkway to Pine Lakes Parkway			1.16	2						45	12,729	0.087	1,107	478	1,585	*	**	2,050	2,150	***		C	C
		Segment Length:		1.81																				
	Palm Coast Parkway																							
2826	Cypress Point Parkway to I-95 South Bound Ramps			0.27								48,983	0.0846	4,144	562	4,706							C	C

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
2827	I-95 South Bound Ramps to I-95 North Bound Ramps	Arterial	Class 1	0.39	6	Yes	Yes	Yes	3	3.33	40	40,003	0.0968	3,872	240	4,112	*	**	5,250	5,390	***	**D**	C	C
2830	I-95 North Bound Ramps to Old Kings Road			0.24								48,084	0.0819	3,938	262	4,200							C	C
			Segment Length:	0.90																				
	Palm Coast Parkway (Eastbound)																							
2845	Old Kings Road to Florida Park Drive	Arterial	Class 1 (One Way)	0.34	2	One Way	Yes	Yes	3	1.69	45	16,857	0.0847	1,428	155	1,583	*	**	3,150	3,240	***	**D**	C	C
2855	Florida Park Drive to Club House Drive			0.26								13,953	0.0903	1,260	188	1,448							C	C
2865	Club House Drive to Colbert Lane			0.25								11,633	0.0908	1,056	122	1,178							C	C
2875	Colbert Lane to Palm Harbor Parkway			0.93								7,301	0.0893	652	130	782							C	C
			Segment Length:	1.78																				
	Palm Coast Parkway (Westbound)																							
2870	Palm Harbor Parkway to Colbert Lane	Arterial	Class 1 (One Way)	0.65	2	One Way	Yes	No	3	1.90	45	7,938	0.0821	652	119	771	*	**	2,050	2,150	***	**D**	C	C
2860	Colbert Lane to Club House Drive			0.32								11,333	0.08	907	113	1,020							C	C
2850	Club House Drive to Florida Park Drive			0.28							40	14,148	0.0888	1,256	150	1,406							C	C
2840	Florida Park Drive to Old Kings Road			0.33								18,891	0.0881	1,664	132	1,796							C	C
			Segment Length:	1.58																				
	Palm Coast Parkway (Hammock Dunes Parkway)																							
2880	Palm Harbor Parkway to SR A1A	Arterial	Class 1	1.11	2	No	Yes	Yes	1	0.90	45	14,253	0.0856	1,220	125	1,345	*	**	1,510	1,600	***	**D**	C	C
	Palm Harbor Parkway																							
2890	Matanzas HS Entrance to Cris Lane	Collector	UFH	0.60	2	No	n.a.	n.a.	n.a.	n.a.	45	6,731	0.1129	760	217	977	*	770	1,530	2,170	2,990	**D**	B	C
2895	Cris Lane to Fellowship Lane			0.70								6,916	0.1087	752	217	969							B	C
2900	Fellowship Lane to Florida Park Drive			0.70								7,727	0.0958	740	217	957							B	C
2910	Florida Park Drive to Club House Drive			1.78								6,994	0.0938	656	173	829							B	C
			Segment Length:	3.78																				
2920	Club House Drive to Palm Coast Parkway	Collector	Class 2	0.75	2	No	No	No	2	2.67	35	6,394	0.0857	548	181	729	*	**	660	1,330	1,410	**D**	C	D
	Pine Lakes Parkway																							
3000	Belle Terre Parkway (N) to Palm Coast Parkway	Collector	Class 1	1.21	2	No	Yes	Yes	2	0.40	45	5,585	0.0931	520	21	541	*	**	1,510	1,600	***	**D**	C	C
3002	Palm Coast Parkway to Commerce Boulevard			0.15								10,271	0.0931	956	30	986							C	C
3010	Commerce Boulevard to White Mill Drive			1.85								10,752	0.09	968	35	1,003							C	C
3020	White Mill Drive to Belle Terre Parkway (S)			1.81								13,192	0.0879	1,160	22	1,182							C	C
			Segment Length:	5.02																				
	Ravenwood Drive																							
3911	White View Parkway to Rymfire Drive	Collector	UFH	0.56	2	No	n.a.	n.a.	n.a.	n.a.	45	5,939	0.0855	508	0	508	*	770	1,530	2,170	2,990	**D**	B	B
	Royal Palms Parkway																							
3200	US 1 to Rymfire Drive	Arterial	Class 1	0.68	2	No	Yes	No	1	0.23	55	7,140	0.1042	744	178	922	*	**	1,510	1,600	***	**D**	C	C
3210	Rymfire Drive to Belle Terre Parkway			2.05								5,412	0.1027	556	178	734							C	C
3212	Belle Terre Parkway to Town Center Boulevard			1.57							45	8,824	0.0993	876	146	1,022							C	C
			Segment Length:	4.30																				
	Rymfire Drive																							
3215	Royal Palms Parkway to Ravenwood Drive	Collector	UFH	1.71	2	No	n.a.	n.a.	n.a.	0.00	45	5,606	0.1042	584	0	584	*	770	1,530	2,170	2,990	**D**	B	B
3225	Ravenwood Drive to Belle Terre Parkway			1.34								11,401	0.0895	1,020	0	1,020							C	C
			Segment Length:	3.05																				
	Seminole Woods Parkway																							
3325	SR 100 to Ulaturn Place	Collector	UFH	0.95	4	Yes	n.a.	n.a.	n.a.	n.a.	50	14,303	0.09	1,287	384	1,671	*	3,300	4,660	5,900	6,530	**D**	B	B
3300	Ulaturn Place to Citation Parkway			1.45								12,272	0.09	1,104	381	1,485							B	B
3310	Citation Parkway to Sesame Boulevard			1.15	2	No						4,536	0.1349	612	306	918	*	770	1,530	2,170	2,990		B	B
3305	Sesame Boulevard to US 1			1.37								6,959	0.0983	684	310	994							B	B
			Segment Length:	4.92																				

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
	Sesame Boulevard																							
3320	Seminole Woods Parkway to terminus	Collector	UFH	2.92	2	No	n.a.	n.a.	n.a.	n.a.	45	6,170	0.1031	636	0	636	*	770	1,530	2,170	2,990	**D**	B	B
	State Road 100																							
3560	John Anderson Drive to Colbert Lane	Arterial	State Class 1	1.17	4	Yes	Yes	No	2	0.74	55	23,062	0.0846	1,951	232	2,183	*	**	3,420	3,580	***	**D**	C	C
3550	Colbert Lane to Tuscany Blvd.			0.46								24,630	0.0888	2,187	252	2,439							C	C
3540	Tuscany Blvd. to Old Kings Road			1.07								24,346	0.0729	1,775	252	2,027							C	C
		Segment Length:		2.70																				
3530	Old Kings Road to I-95	Arterial	State Class 1	0.49	4	Yes	Yes	No	6	1.96	55	27,565	0.0663	1,828	408	2,236	*	**	3,420	3,580	***	**C**	C	C
3525	I-95 to Memorial Medical Parkway			0.27								37,732	0.0859	3,241	747	3,988							C	F
3520	Memorial Medical Pkwy to Seminole Woods Parkway			0.35							50	34,523	0.1013	3,497	745	4,242							D	F
3515	Seminole Woods Pkwy to Bulldog Drive			0.27							55	34,279	0.0629	2,156	249	2,405							C	C
3510	Bulldog Drive to Landings Blvd.			0.78								32,283	0.0814	2,628	232	2,860							C	C
3505	Landings Blvd. to Belle Terre Parkway			0.45								28,600	0.0892	2,551	232	2,783							C	C
3500	Belle Terre Parkway to Palm Coast City Limits			0.45								32,025	0.0814	2,607	236	2,843							C	C
		Segment Length:		3.06																				
	Town Center Blvd.																							
4100	SR 100 to Hospital Drive	Collector	UFH	0.29	4	Yes	n.a.	n.a.	n.a.	n.a.	25	7,242	0.1265	916	686	1,602	*	3,300	4,660	5,900	6,530	**D**	B	B
4110	Hospital Drive to Central Avenue			0.39								7,129	0.1246	888	648	1,536							B	B
4120	Central Avenue to Lake Avenue			0.30	2	No						6,810	0.1521	1,036	35	1,071	*	770	1,530	2,170	2,990		C	C
4130	Lake Avenue to Royal Palm Parkway			0.59								6,409	0.1267	812	35	847							C	C
4140	Royal Palm Parkway to Old Kings Road			0.25								10,206	0.0909	928	390	1,318							C	C
		Segment Length:		1.82																				
	Tuscany Blvd.																							
4145	Old Kings Road to SR100	Collector	Class 1	2.01	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
	US1 (SR5)																							
3700	St. Johns County Line to Old Kings Road	Arterial	State Class 1	0.76	4	Yes	Yes	No	3	0.25	60	13,684	0.1117	1,529	508	2,037	*	**	3,420	3,580	***	**D**	C	C
3702	Old Kings Road to Matanzas Woods Parkway			2.61							65	15,505	0.096	1,488	739	2,227							C	C
3705	Matanzas Woods Parkway to Palm Coast Parkway			3.65								18,687	0.0955	1,785	1,383	3,168							C	C
3710	Palm Coast Parkway to White View Parkway			2.11							60	20,783	0.0943	1,960	545	2,505							C	C
3720	White View Parkway to Royal Palms Parkway			1.78								22,118	0.093	2,057	463	2,520							C	C
3725	Royal Palms Parkway to Espanola Road			1.07								24,367	0.0913	2,225	273	2,498							C	C
		Segment Length:		11.98																				
101	Palm Coast City Limit to Belle Terre Parkway	Arterial	State Class 1	0.57	4	Yes	Yes	No	2	0.69	60	14,567	0.0901	1,312	264	1,576	*	**	3,420	3,580	***	**D**	C	C
3750	Belle Terre Parkway to DuPont Road			0.9								17,288	0.085	1,469	490	1,959							C	C
3755	DuPont Road to Seminole Woods Parkway			1.04								19,314	0.0994	1,920	281	2,201							C	C
235	Seminole Woods Parkway to Palm Coast City Limit			0.37								18,084	0.0929	1,680	325	2,005							C	C
		Segment Length:		2.88																				
	White Mill Drive																							
3915	Pine Lakes Parkway to White View Parkway	Collector	UFH	0.39	2	No	n.a.	n.a.	n.a.	n.a.	40	5,014	0.0902	452	18	470	*	770	1,530	2,170	2,990	**D**	B	B
	White View Parkway																							
3920	US 1 to White Mill Drive	Arterial	Class 1	0.88	4	Yes	Yes	No	1	0.28	45	8,964	0.0982	880	10	890	*	**	3,420	3,580	***	**D**	C	C
3910	White Mill Drive to Belle Terre Parkway			1.53	2	No					50	8,446	0.0928	784	23	807	*	**	1,510	1,600	***		C	C
3900	Belle Terre Parkway to Pritchard Drive			1.11							45	8,277	0.0797	660	5	665							C	C
		Segment Length:		3.52																				

Freeway = Interstate Highway, State = State Highway, UFH = Uninterrupted Flow Highway, Class 1 = 40 mph or higher speed limit, Class 2 = 35 mph or lower speed limit, PMPH = P.M. Peak Hour, K (actual) = Measured Peak Hour Factor.

APPENDIX C

Intersection Traffic Counts and FDOT Seasonal Factor

Prepared by National Data & Surveying Services

Rymfire Dr & Red Mill Dr North

Peak Hour Turning Movement Count

ID: 25-130391-001
City: Palm Coast

Day: Wednesday
Date: 12/10/2025

PEAK HOURS

AM: 08:00 AM - 09:00 AM
NOON: NONE
PM: 04:00 PM - 05:00 PM

COUNT PERIODS

AM: 7:00 AM - 09:00 AM
NOON: NONE
PM: 4:00 PM - 06:00 PM

SOUTHBOUND (Rymfire Dr)

AM	40	269	0	0	229	AM
NOON	0	0	0	0	0	NOON
PM	57	144	0	0	232	PM

EASTBOUND (Red Mill Dr North)

AM	NOON	PM	
73	0	125	⇦
0	0	0	↶ 0
41	0	37	↱ 0
0	0	0	→ 0
69	0	54	↴ 0

WESTBOUND (Red Mill Dr North)

	PM	NOON	AM
0	0	0	0 ↰
0	0	0	0 ←
0	0	0	0 ↶
0	0	0	0 ↰
⇨	0	0	0

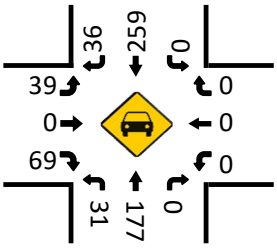
NORTHBOUND (Rymfire Dr)

PM	198	0	68	195	0	PM
NOON	0	0	0	0	0	NOON
AM	339	1	33	188	0	AM

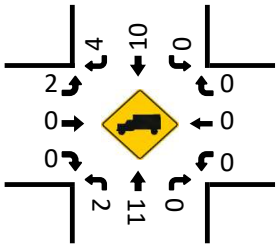
CONTROL: 1-Way Stop(EB)

	AM	NOON	PM
TEV	641	0	555
PHF	0.61		0.87

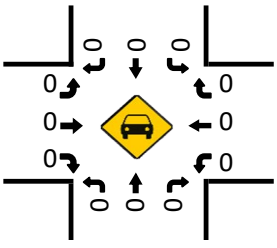
Cars (AM)



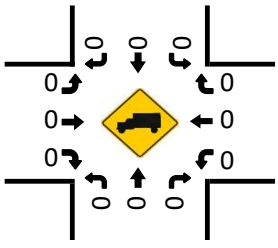
HT (AM)



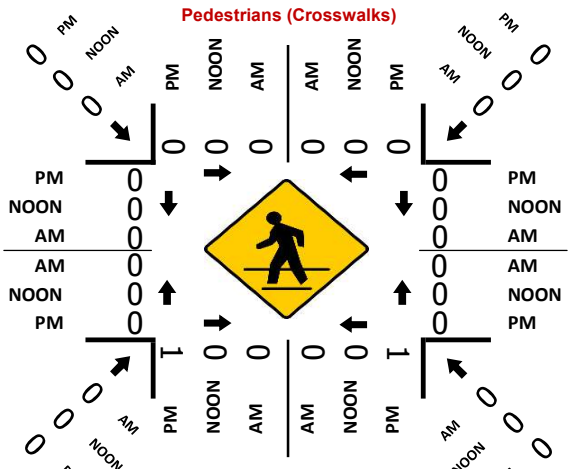
Cars (NOON)



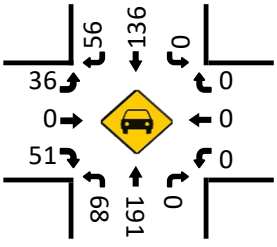
HT (NOON)



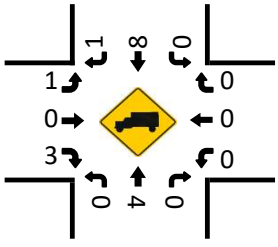
Pedestrians (Crosswalks)



Cars (PM)



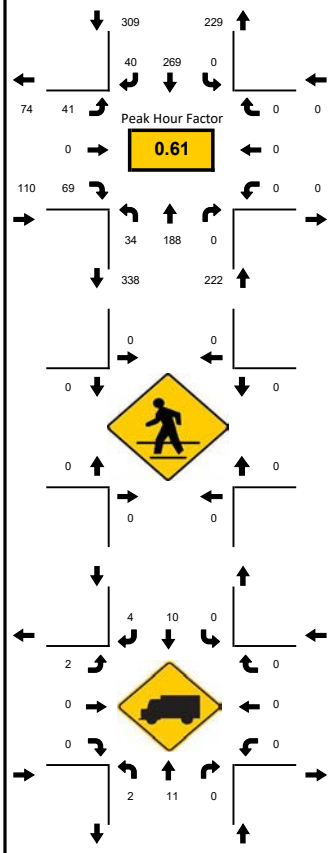
HT (PM)

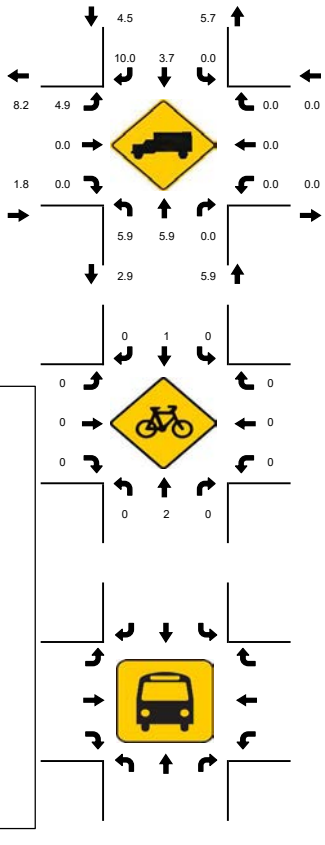


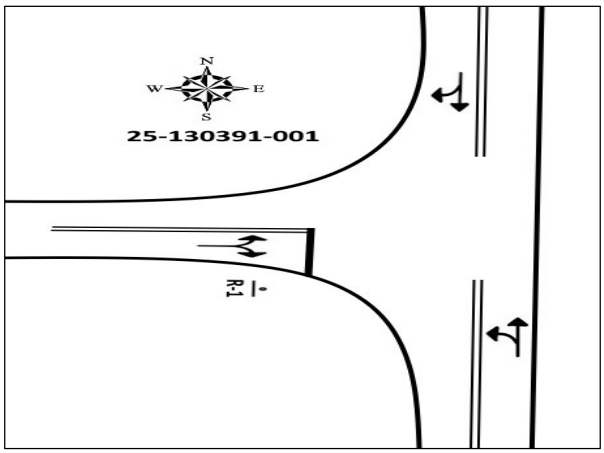
LOCATION: Rymfire Dr & Red Mill Dr North
CITY/STATE: Palm Coast, FL

PROJECT ID: 25-130391-001
DATE: Wed, Dec 10, 2025

Peak-Hour: 08:00 AM - 09:00 AM
Peak 15-Minute: 08:45 AM - 09:00 AM







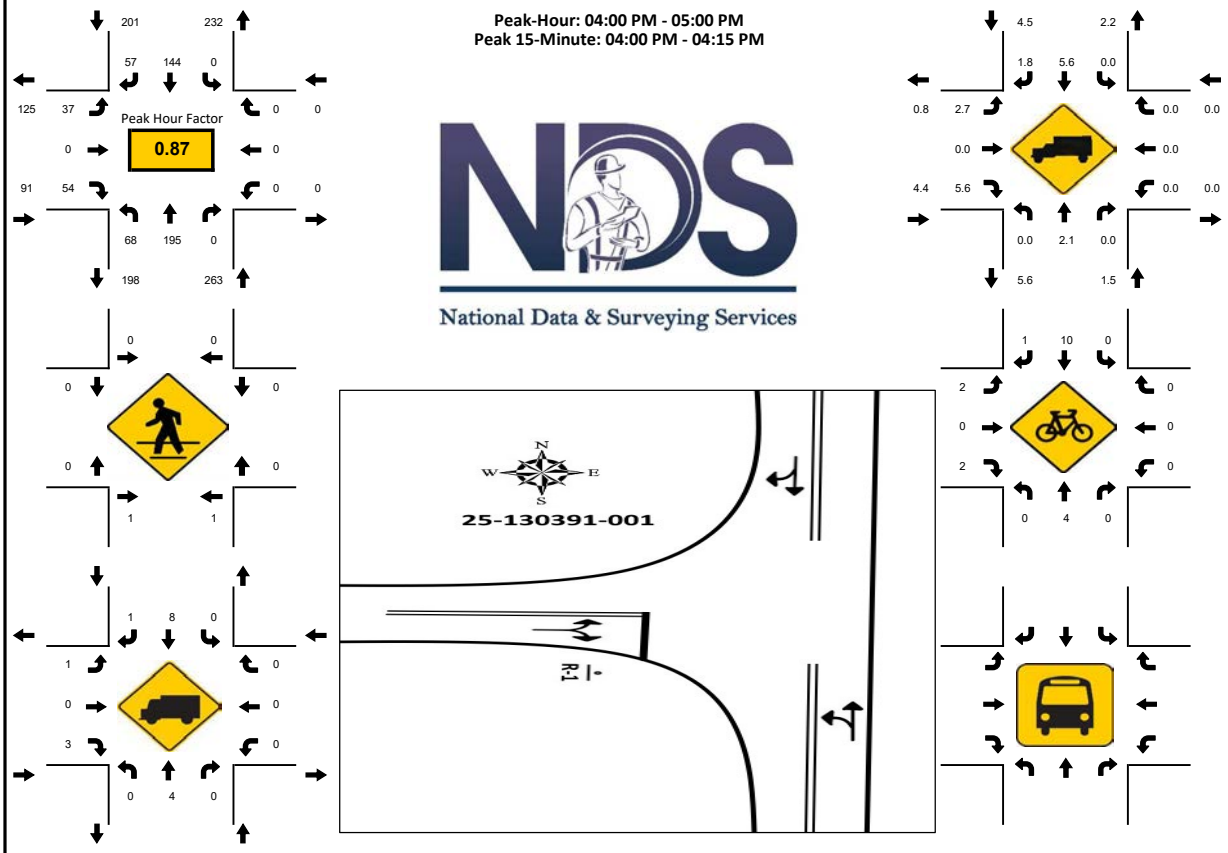
15-Min Count Period Beginning At	Rymfire Dr Northbound					Rymfire Dr Southbound					Red Mill Dr North Eastbound					Red Mill Dr North Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	2	11	0	0		0	38	2	0		10	0	19	0		0	0	0	0		82	405
7:15 AM	2	16	0	0		0	37	3	0		4	0	8	0		0	0	0	0		70	450
7:30 AM	3	13	0	0		0	45	2	0		10	0	26	0		0	0	0	0		99	476
7:45 AM	5	44	0	0		0	68	0	0		18	0	19	0		0	0	0	0		154	533
8:00 AM	7	25	0	1		0	46	17	0		12	0	19	0		0	0	0	0		127	641
8:15 AM	6	11	0	0		0	49	5	0		9	0	16	0		0	0	0	0		96	514
8:30 AM	6	35	0	0		0	73	8	0		13	0	21	0		0	0	0	0		156	418
8:45 AM	14	117	0	0		0	101	10	0		7	0	13	0		0	0	0	0		262	262

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	56	468	0	4		0	404	68	0		52	0	84	0		0	0	0	0		**1136**
Heavy Trucks	4	16	0	0		0	20	12	0		4	0	0	0		0	0	0	0		**56**
Pedestrians		0					0					0					0				**0**
Bicycles	0	4	0	0		0	4	0	0		0	0	0	0		0	0	0	0		**8**
Buses																					**0**
Stopped Buses																					

LOCATION: Rymfire Dr & Red Mill Dr North
CITY/STATE: Palm Coast, FL

PROJECT ID: 25-130391-001
DATE: Wed, Dec 10, 2025

Peak-Hour: 04:00 PM - 05:00 PM
Peak 15-Minute: 04:00 PM - 04:15 PM



15-Min Count Period Beginning At	Rymfire Dr Northbound					Rymfire Dr Southbound					Red Mill Dr North Eastbound					Red Mill Dr North Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	13	82	0	0		0	27	14	0		11	0	12	0		0	0	0	0		159	555
4:15 PM	22	34	0	0		0	44	11	0		11	0	10	0		0	0	0	0		132	535
4:30 PM	19	43	0	0		0	25	15	0		10	0	16	0		0	0	0	0		128	545
4:45 PM	14	36	0	0		0	48	17	0		5	0	16	0		0	0	0	0		136	545
5:00 PM	17	49	0	0		0	41	11	1		11	0	9	0		0	0	0	0		139	534
5:15 PM	20	54	0	0		0	34	15	0		6	0	13	0		0	0	0	0		142	395
5:30 PM	17	51	0	0		0	29	12	0		12	0	7	0		0	0	0	0		128	253
5:45 PM	21	38	0	0		0	32	11	0		12	0	11	0		0	0	0	0		125	125

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	88	328	0	0		0	192	68	0		44	0	64	0		0	0	0	0		**784**
Heavy Trucks	0	12	0	0		0	16	4	0		4	0	8	0		0	0	0	0		**44**
Pedestrians		8					0					0					0				**8**
Bicycles	0	12	0	0		0	28	4	0		8	0	8	0		0	0	0	0		**60**
Buses Stopped Buses																					**0**

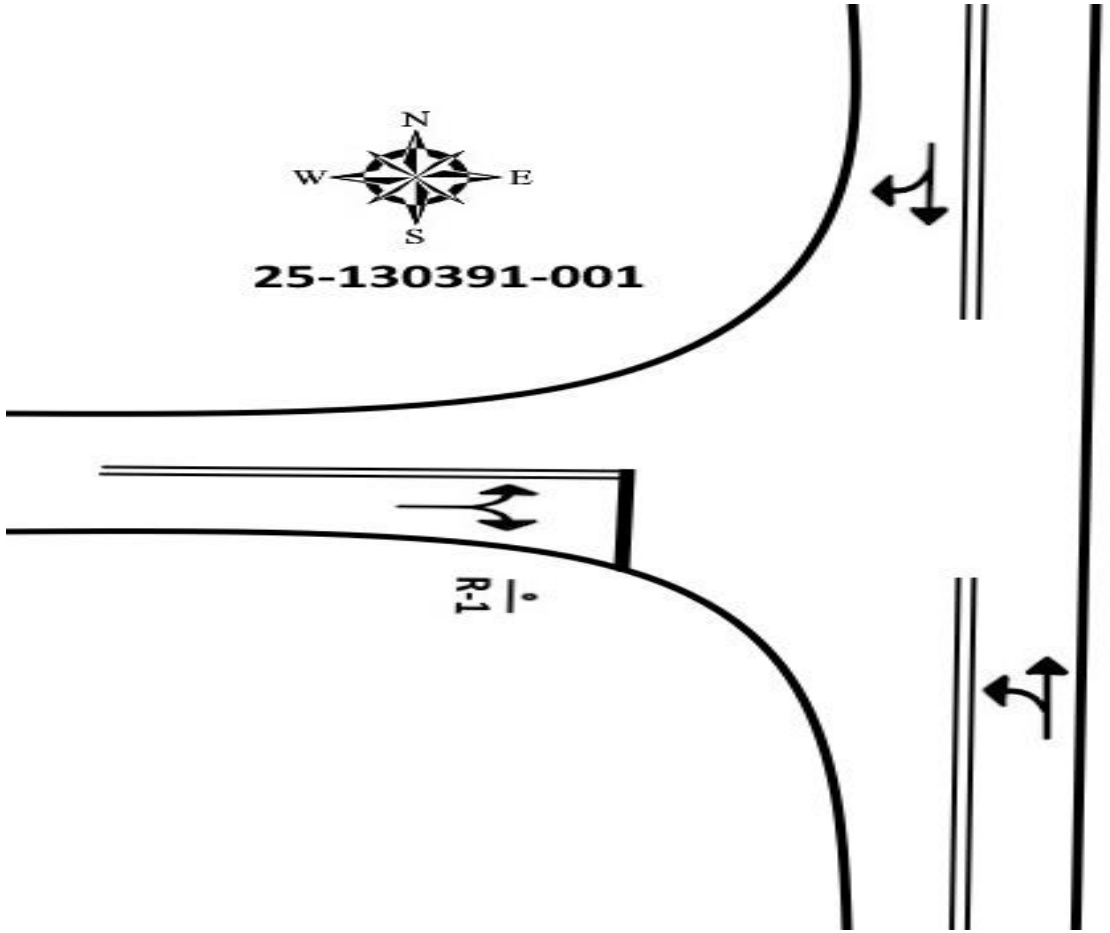
National Data & Surveying Services

Site Code:	**25-130391-001**
Date:	**12/10/2025**
Weather:	**Sunny**
City:	**Palm Coast**
County:	**Flagler**
Count Times:	**07:00 - 09:00**
	16:00 - 18:00
Control:	**1-Way Stop(EB)**

N

N/S Street: **Rymfire Dr**

Speed: **45 MPH**



E/W Street: **Red Mill Dr North**

Speed: **30 MPH**

Prepared by National Data & Surveying Services

Rymfire Dr & Red Mill Dr South/The Journey Church Palm Coast Dwy

Peak Hour Turning Movement Count

ID: 25-130391-002
City: Palm Coast

Day: Wednesday
Date: 12/10/2025

PEAK HOURS
07:45 AM - 08:45 AM
NONE
04:45 PM - 05:45 PM

COUNT PERIODS
7:00 AM - 09:00 AM
NONE
4:00 PM - 06:00 PM

SOUTHBOUND — Rymfire Dr

AM	9	173	46	1	197	AM
NOON	0	0	0	0	0	NOON
PM	29	148	31	0	269	PM

EASTBOUND — Red Mill Dr South/The Journey Church Palm Coast Dwy

AM	NOON	PM	
44	0	126	
0	0	0	0
12	0	13	0
3	0	2	0
108	0	57	0
AM	NOON	PM	

WESTBOUND — Red Mill Dr South/The Journey Church Palm Coast Dwy

PM	NOON	AM	
33	0	36	0
1	0	2	0
24	0	9	0
0	0	0	0
46	0	85	
PM	NOON	AM	

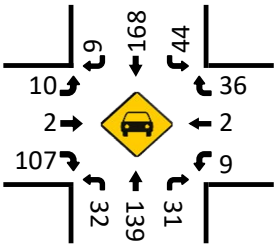
NORTHBOUND — Rymfire Dr

PM	229	0	96	223	13	PM
NOON	0	0	0	0	0	NOON
AM	290	0	33	148	36	AM

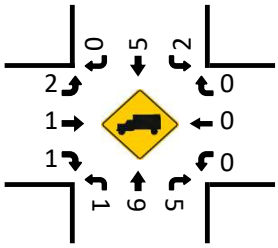
CONTROL
2-Way Stop(EB/WB)

	AM	NOON	PM
TEV	616	0	670
PHF	0.74		0.87

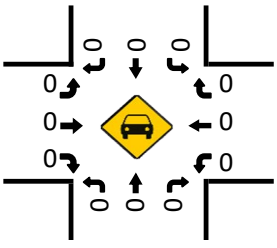
Cars (AM)



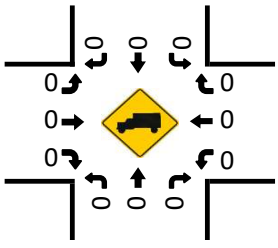
HT (AM)



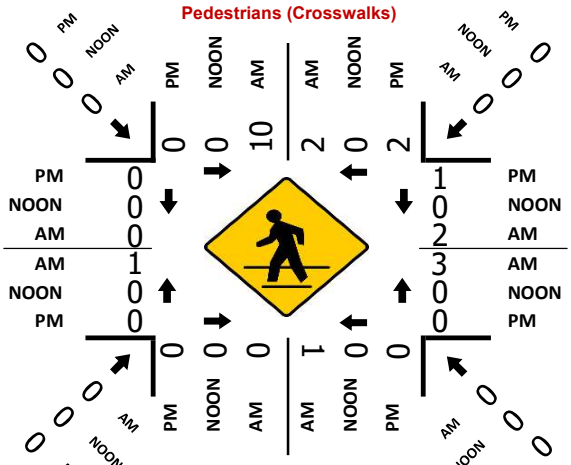
Cars (NOON)



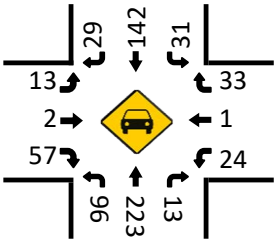
HT (NOON)



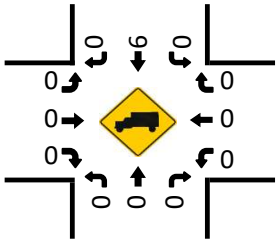
Pedestrians (Crosswalks)



Cars (PM)

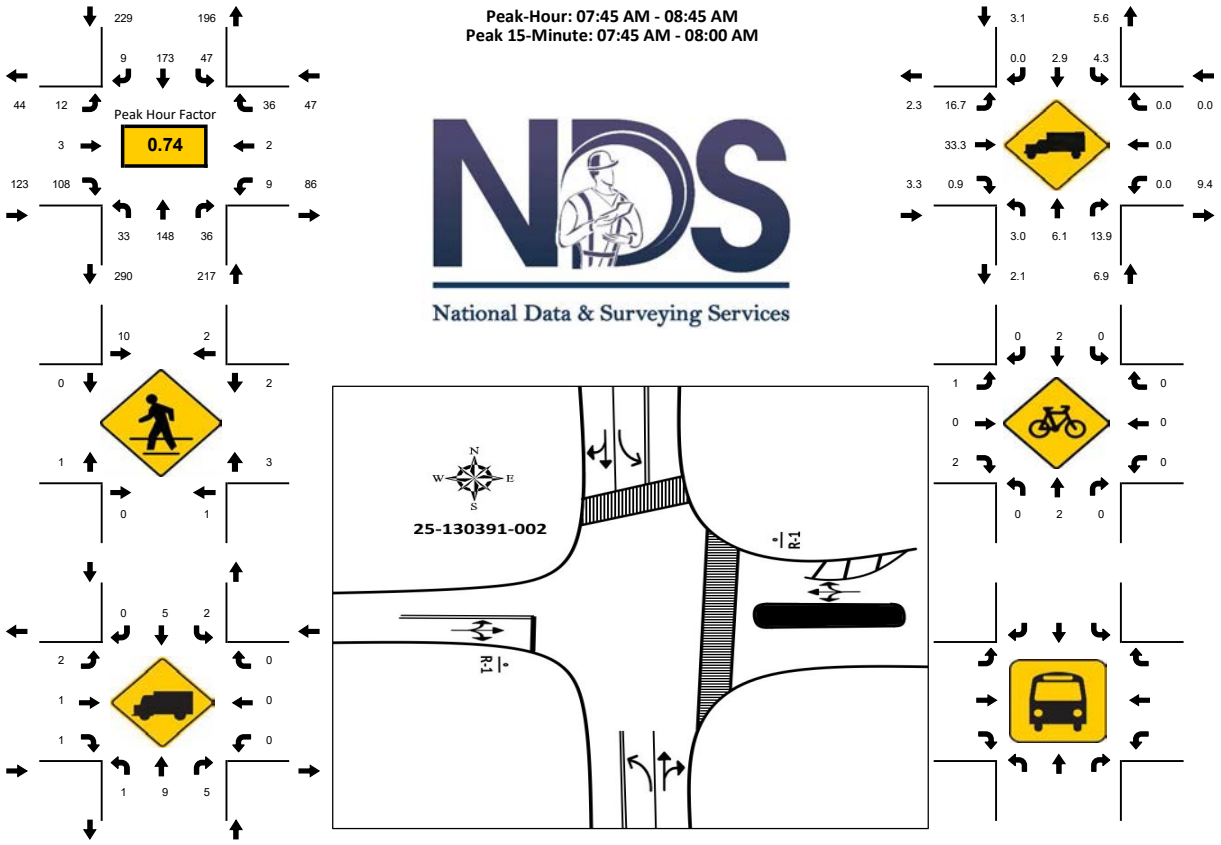


HT (PM)



LOCATION: Rymfire Dr & Red Mill Dr South/The Journey Church Palm Coast Dwy
CITY/STATE: Palm Coast, FL

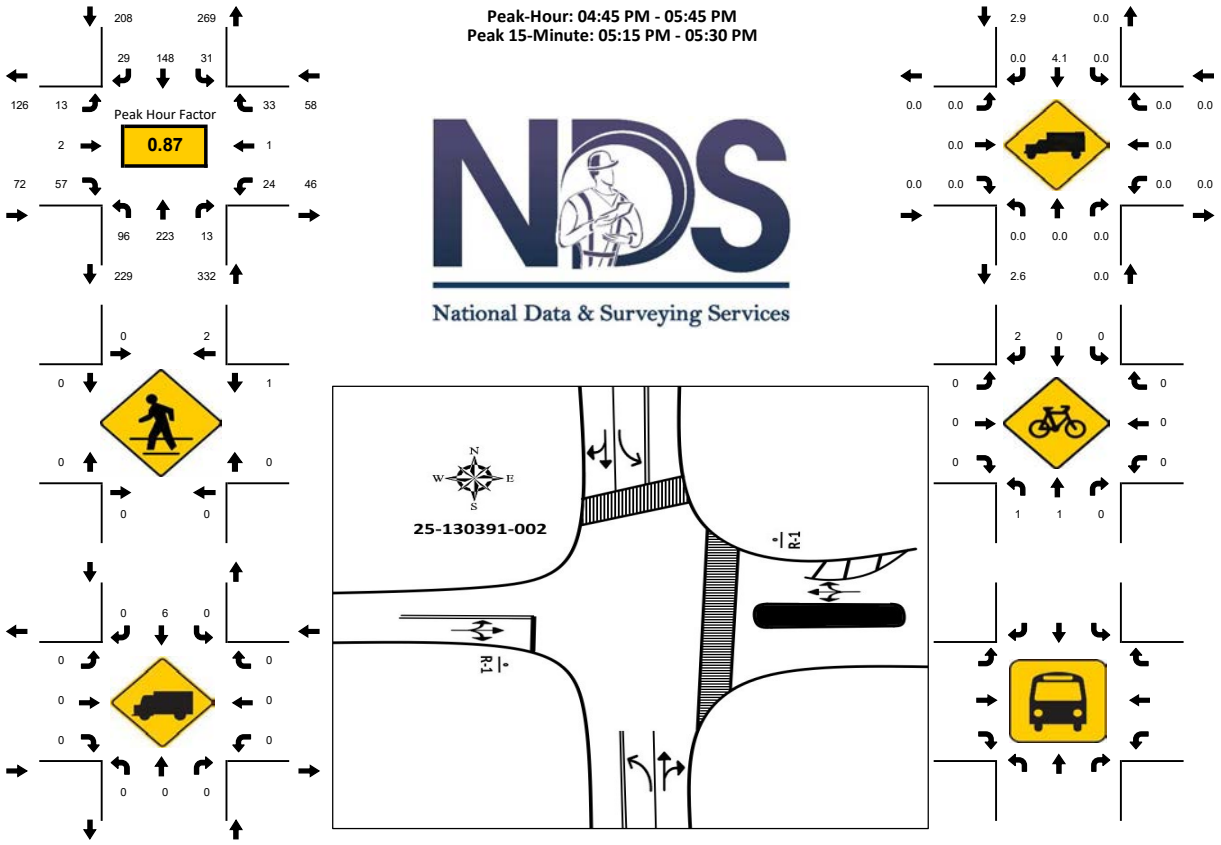
PROJECT ID: 25-130391-002
DATE: Wed, Dec 10, 2025



15-Min Count Period Beginning At	Rymfire Dr Northbound					Rymfire Dr Southbound					South/The Journey Church Palm Eastbound					South/The Journey Church Palm Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	4	12	1	0		0	56	1	0		5	0	20	0		0	0	0	0		99	561
7:15 AM	6	19	1	0		2	46	3	0		5	0	22	0		0	0	0	0		104	596
7:30 AM	6	12	0	0		6	70	4	1		6	0	42	0		2	0	0	0		149	616
7:45 AM	7	30	10	0		30	49	2	1		4	2	35	0		5	2	32	0		209	616
8:00 AM	11	37	2	0		5	47	3	0		2	0	22	0		2	0	3	0		134	559
8:15 AM	8	29	9	0		4	40	2	0		2	0	28	0		2	0	0	0		124	425
8:30 AM	7	52	15	0		7	37	2	0		4	1	23	0		0	0	1	0		149	301
8:45 AM	13	63	6	0		5	29	1	0		4	1	17	0		13	0	0	0		152	152
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	44	208	60	0		120	196	12	4		16	8	140	0		20	8	128	0		**964**	
Heavy Trucks	4	12	20	0		8	16	0	0		4	4	4	0		0	0	0	0		**72**	
Pedestrians		4					40					4					12				**60**	
Bicycles	0	4	0	0		0	8	0	0		4	0	8	0		0	0	0	0		**24**	
Buses																					**0**	
Stopped Buses																						

LOCATION: Rymfire Dr & Red Mill Dr South/The Journey Church Palm Coast Dwy
CITY/STATE: Palm Coast, FL

PROJECT ID: 25-130391-002
DATE: Wed, Dec 10, 2025



15-Min Count Period Beginning At	Rymfire Dr Northbound					Rymfire Dr Southbound					South/The Journey Church Palm Eastbound					South/The Journey Church Palm Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	17	52	0	0		0	55	5	0		5	0	17	0		12	0	2	0		165	613
4:15 PM	28	54	0	0		2	49	8	0		1	0	18	0		3	0	1	0		164	616
4:30 PM	15	58	3	1		2	33	3	0		4	0	14	0		3	0	1	0		137	645
4:45 PM	17	42	4	0		12	43	7	0		2	0	13	0		1	0	6	0		147	670
5:00 PM	23	50	5	0		13	36	4	0		4	1	10	0		6	1	15	0		168	654
5:15 PM	27	61	2	0		5	42	8	0		3	1	19	0		16	0	9	0		193	486
5:30 PM	29	70	2	0		1	27	10	0		4	0	15	0		1	0	3	0		162	293
5:45 PM	24	42	4	1		4	33	6	0		7	0	7	0		0	1	2	0		131	131

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	116	280	20	0		52	172	40	0		16	4	76	0		64	4	60	0		**904**
Heavy Trucks	0	0	0	0		0	8	0	0		0	0	0	0		0	0	0	0		**8**
Pedestrians		0					8					0					4				**12**
Bicycles	4	4	0	0		0	0	4	0		0	0	0	0		0	0	0	0		**12**
Buses																					**0**
Stopped Buses																					

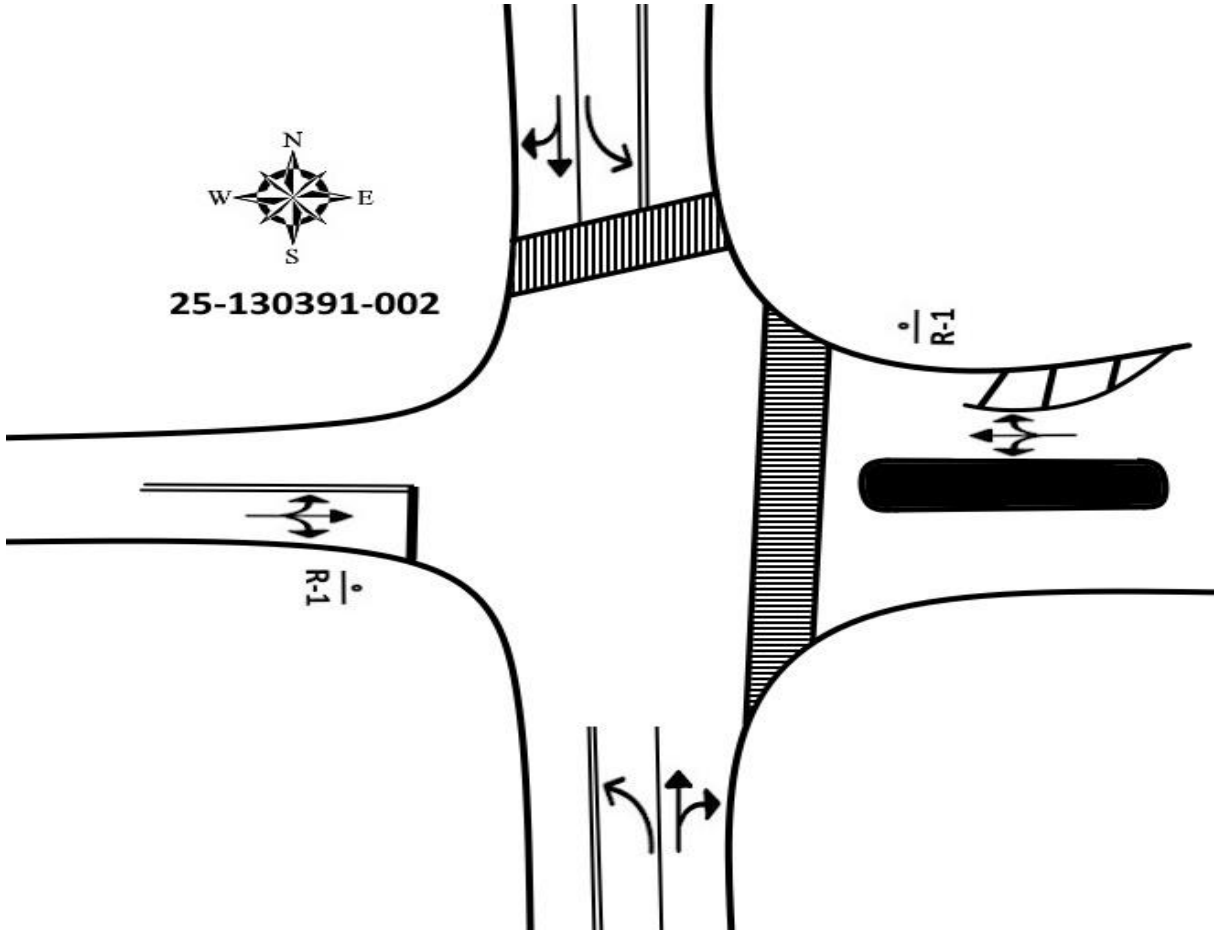
National Data & Surveying Services

Site Code:	**25-130391-002**
Date:	**12/10/2025**
Weather:	**Sunny**
City:	**Palm Coast**
County:	**Flagler**
Count Times:	**07:00 - 09:00**
	16:00 - 18:00
Control:	**2-Way Stop(EB/WB)**

N

N/S Street: **Rymfire Dr**

Speed: **45 MPH**



E/W Street: **Red Mill Dr South/The Journey Church Palm Coast Dwy**

Speed: **30 MPH**

Prepared by National Data & Surveying Services

Rymfire Dr & Royal Palms Pkwy

Peak Hour Turning Movement Count

ID: 25-130391-003
City: Palm Coast

Day: Wednesday
Date: 12/10/2025

PEAK HOURS	COUNT PERIODS
07:45 AM - 08:45 AM	7:00 AM - 09:00 AM
NONE	NONE
04:45 PM - 05:45 PM	4:00 PM - 06:00 PM

SOUTHBOUND (Rymfire Dr)

AM	207	0	85	0	221	AM
NOON	0	0	0	0	0	NOON
PM	149	0	80	0	331	PM

EASTBOUND (Royal Palms Pkwy)

AM	NOON	PM	
396	0	267	⇦
0	0	0	↶ 0
131	0	256	↰ 0
141	0	215	→ 0
0	0	0	↷ 0
AM	NOON	PM	

WESTBOUND (Royal Palms Pkwy)

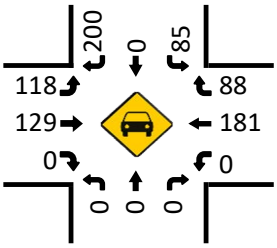
PM	NOON	AM	
75	0	90	0 ↱
118	0	189	0 ←
0	0	0	0 ↰
0	0	0	0 ↶
295	0	226	⇨
PM	NOON	AM	

NORTHBOUND (Rymfire Dr)

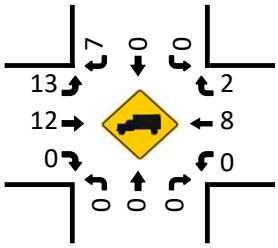
PM	0	0	0	0	0	PM
NOON	0	0	0	0	0	NOON
AM	0	0	0	0	0	AM

CONTROL			
Pedestrian Hybrid Beacon			
TEV	843 AM	0 NOON	893 PM
PHF	0.92		0.90

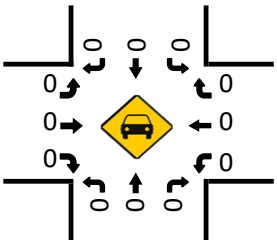
Cars (AM)



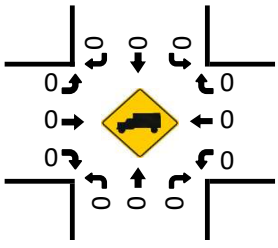
HT (AM)



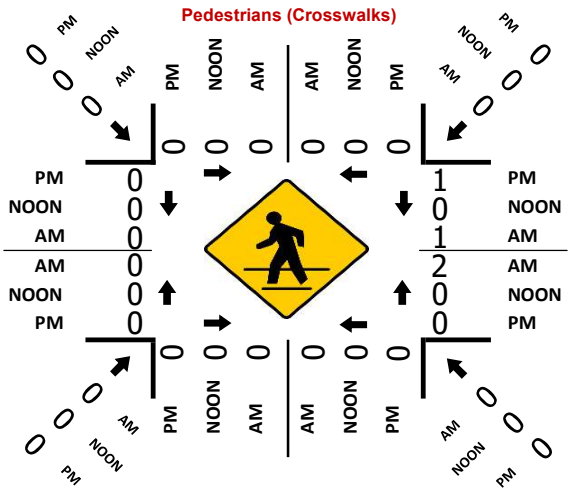
Cars (NOON)



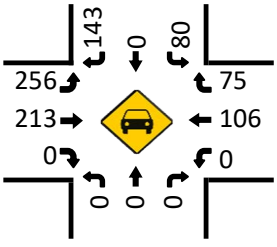
HT (NOON)



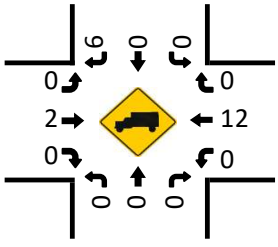
Pedestrians (Crosswalks)



Cars (PM)



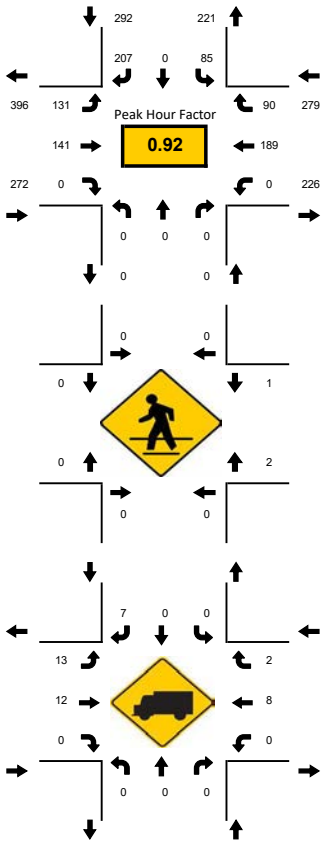
HT (PM)



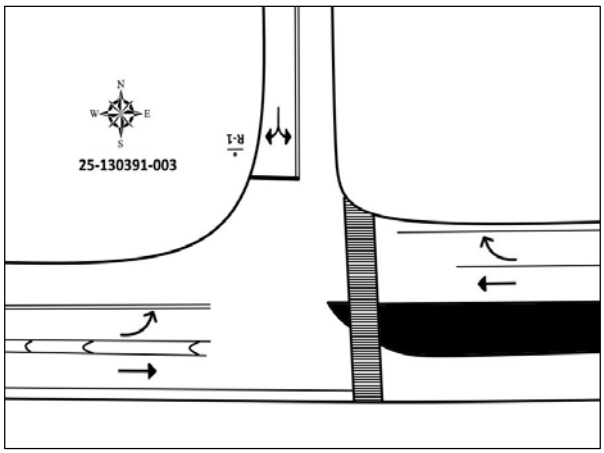
LOCATION: Rymfire Dr & Royal Palms Pkwy
CITY/STATE: Palm Coast, FL

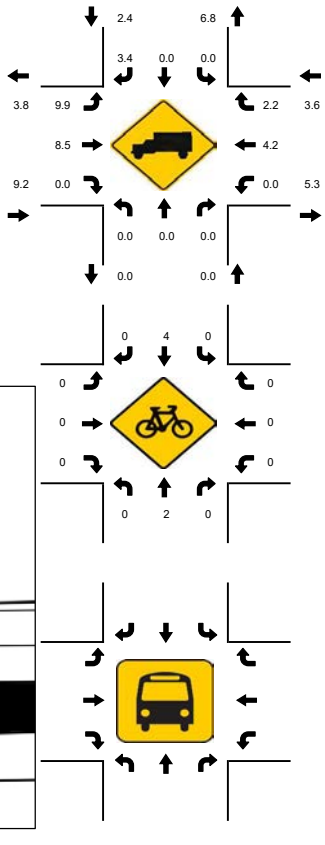
PROJECT ID: 25-130391-003
DATE: Wed, Dec 10, 2025

Peak-Hour: 07:45 AM - 08:45 AM
Peak 15-Minute: 07:45 AM - 08:00 AM



National Data & Surveying Services





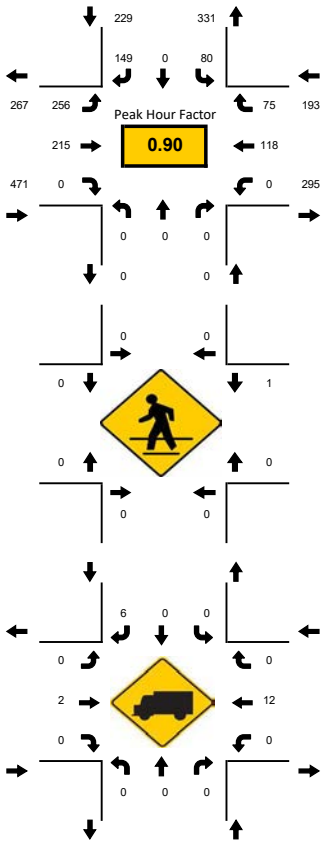
15-Min Count Period Beginning At	Rymfire Dr Northbound					Rymfire Dr Southbound					Royal Palms Pkwy Eastbound					Royal Palms Pkwy Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	0	0	0	0		18	0	58	0		14	17	0	0		0	34	3	0		144	735
7:15 AM	0	0	0	0		13	0	53	0		17	19	0	0		0	45	9	0		156	804
7:30 AM	0	0	0	0		39	0	74	0		10	31	0	0		0	43	8	0		205	830
7:45 AM	0	0	0	0		30	0	56	0		30	42	0	0		0	53	19	0		230	843
8:00 AM	0	0	0	0		24	0	51	0		32	31	0	0		0	59	16	0		213	821
8:15 AM	0	0	0	0		15	0	51	0		20	30	0	0		0	39	27	0		182	608
8:30 AM	0	0	0	0		16	0	49	0		49	38	0	0		0	38	28	0		218	426
8:45 AM	0	0	0	0		22	0	38	0		44	29	0	0		0	35	40	0		208	208

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	0	0	0	0		120	0	224	0		196	168	0	0		0	236	112	0		**1056**
Heavy Trucks	0	0	0	0		0	0	16	0		24	20	0	0		0	16	8	0		**84**
Pedestrians		0					0					0					8				**8**
Bicycles	0	4	0	0		0	16	0	0		0	0	0	0		0	0	0	0		**20**
Buses Stopped Buses																					**0**

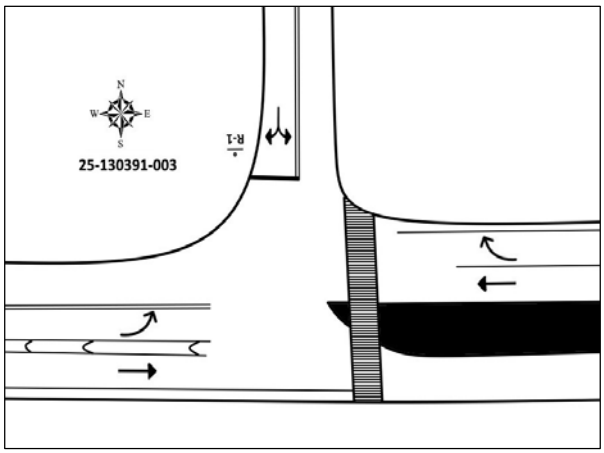
LOCATION: Rymfire Dr & Royal Palms Pkwy
CITY/STATE: Palm Coast, FL

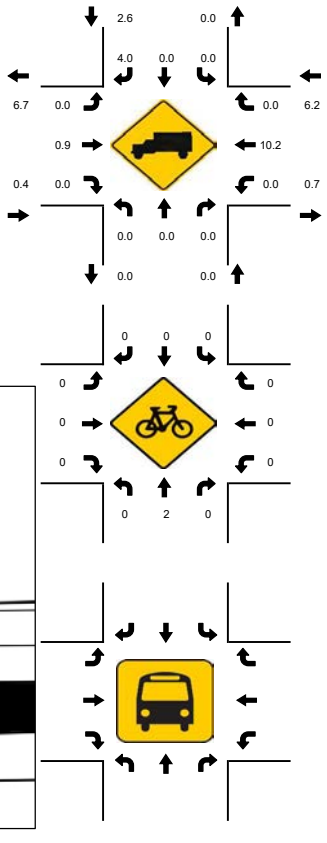
PROJECT ID: 25-130391-003
DATE: Wed, Dec 10, 2025

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM



National Data & Surveying Services





15-Min Count Period Beginning At	Rymfire Dr Northbound					Rymfire Dr Southbound					Royal Palms Pkwy Eastbound					Royal Palms Pkwy Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	0	0	0	0		24	0	55	0		56	42	0	0		0	33	10	0		220	888
4:15 PM	0	0	0	0		21	0	54	0		63	57	0	0		0	35	20	0		250	885
4:30 PM	0	0	0	0		19	0	30	0		56	45	0	0		0	34	23	0		207	884
4:45 PM	0	0	0	0		18	0	41	0		48	55	0	0		0	34	15	0		211	893
5:00 PM	0	0	0	0		16	0	29	0		62	61	0	0		0	32	17	0		217	876
5:15 PM	0	0	0	0		31	0	50	0		64	55	0	0		0	24	25	0		249	659
5:30 PM	0	0	0	0		15	0	29	0		82	44	0	0		0	28	18	0		216	410
5:45 PM	0	0	0	0		12	0	28	0		51	50	0	0		0	33	20	0		194	194

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	0	0	0	0		124	0	200	0		328	244	0	0		0	136	100	0		**1132**
Heavy Trucks	0	0	0	0		0	0	8	0		0	4	0	0		0	20	0	0		**32**
Pedestrians		0					0					0					4				**4**
Bicycles	0	4	0	0		0	0	0	0		0	0	0	0		0	0	0	0		**4**
Buses																					**0**
Stopped Buses																					

National Data & Surveying Services

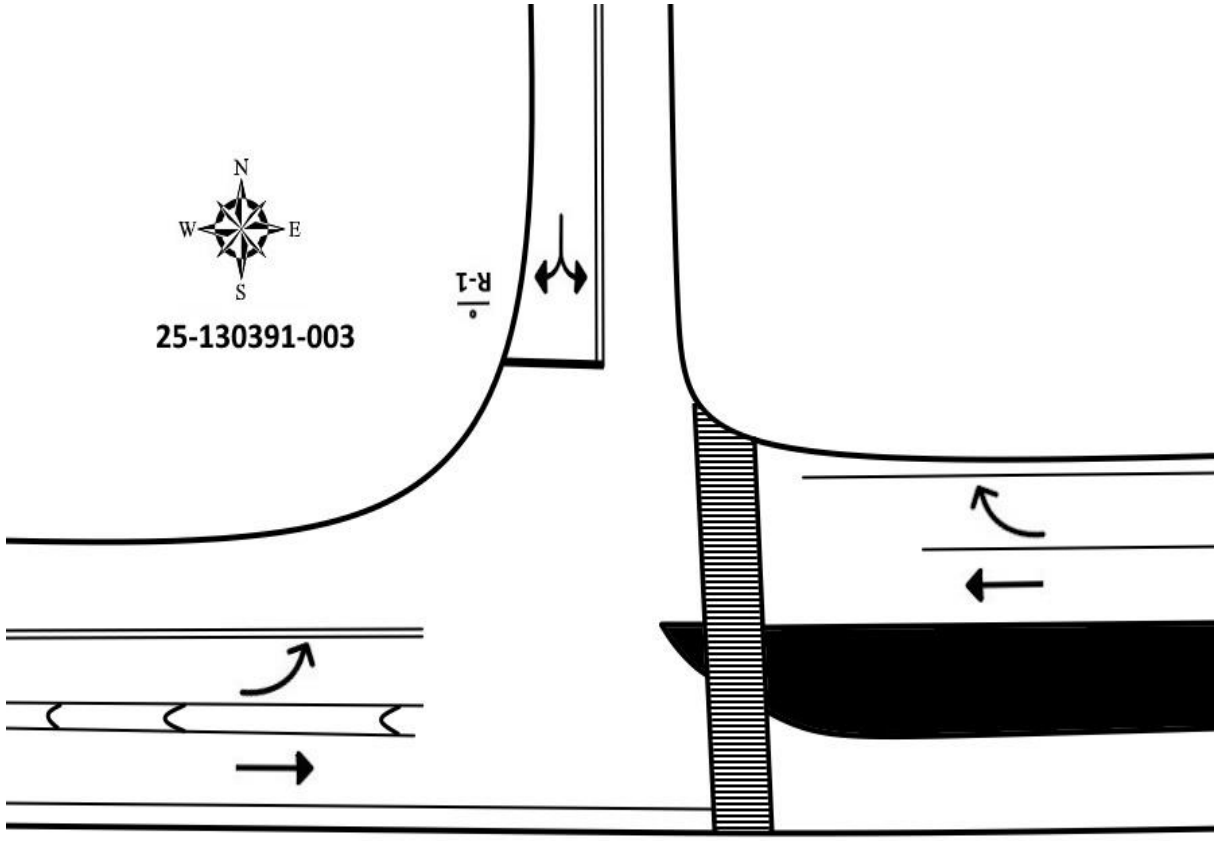
N

N/S Street: **Rymfire Dr**

Speed: **45 MPH**

E/W Street: **Royal Palms Pkwy**

Speed: **45/55 MPH**



Site Code: **25-130391-003**

Date: **12/10/2025**

Weather: **Sunny**

City: **Palm Coast**

County: **Flagler**

Count Times: **07:00 - 09:00**

16:00 - 18:00

Control: **Pedestrian Hybrid Beacon**

Prepared by National Data & Surveying Services

US 1/N State St & Royal Palms Pkwy/Education Wy

Peak Hour Turning Movement Count

ID: 25-130391-004
City: Palm Coast

Day: Wednesday
Date: 12/10/2025

PEAK HOURS	COUNT PERIODS
07:45 AM - 08:45 AM	7:00 AM - 09:00 AM
NONE	NONE
04:15 PM - 05:15 PM	4:00 PM - 06:00 PM

SOUTHBOUND — US 1/N State St

AM	4	820	127	1	883	AM
NOON	0	0	0	0	0	NOON
PM	1	856	195	1	926	PM

EASTBOUND — Royal Palms Pkwy/Education Wy

AM	NOON	PM	
10	0	1	⇦
0	0	0	↶ 0
4	0	0	↱ 0
4	0	0	→ 0
5	0	1	↷ 0
AM	NOON	PM	

WESTBOUND — Royal Palms Pkwy/Education Wy

PM	NOON	AM	
106	0	149	↰ 0
0	0	1	← 0
182	0	239	↰ 0
0	0	0	↶ 0
458	0	270	⇨
PM	NOON	AM	

NORTHBOUND — US 1/N State St

PM	1057	18	0	819	263	PM
NOON	0	0	0	0	0	NOON
AM	1068	4	5	729	139	AM

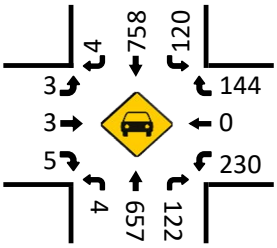
⇩	↶ 0	← 0	↑ 0	↱ 0

CONTROL

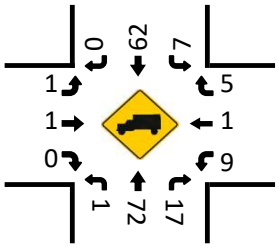
Signalized

TEV	2231 AM	0 NOON	2442 PM
PHF	0.87		0.94

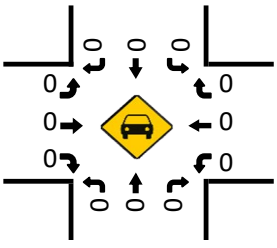
Cars (AM)



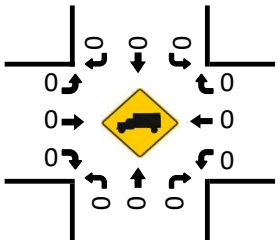
HT (AM)



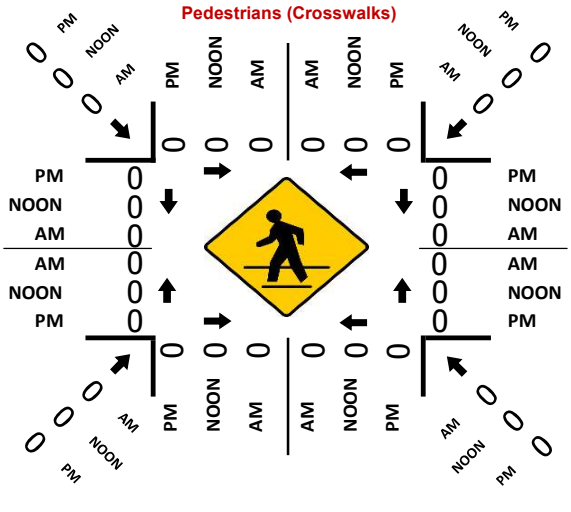
Cars (NOON)



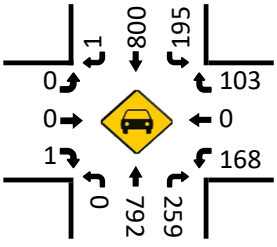
HT (NOON)



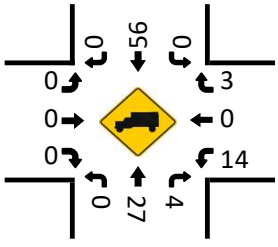
Pedestrians (Crosswalks)



Cars (PM)



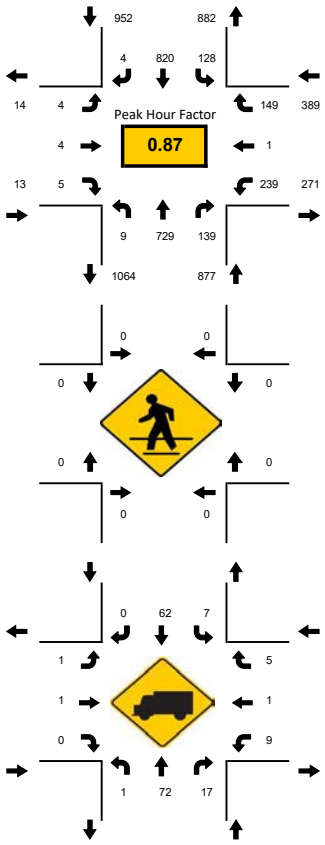
HT (PM)



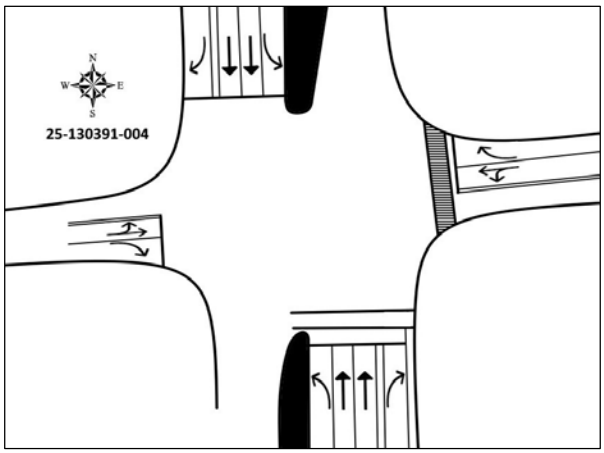
LOCATION: US 1/N State St & Royal Palms Pkwy/Education Wy
CITY/STATE: Palm Coast, FL

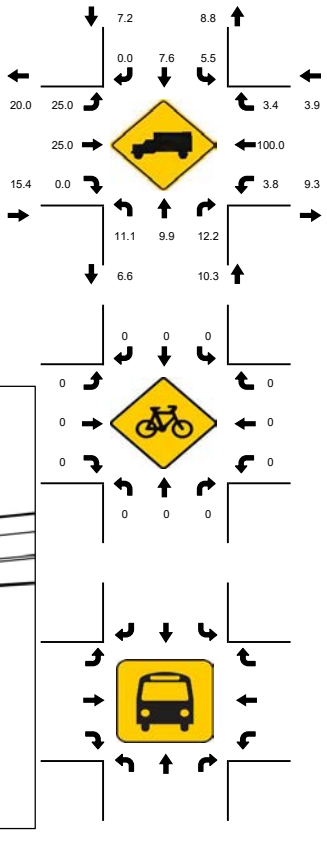
PROJECT ID: 25-130391-004
DATE: Wed, Dec 10, 2025

Peak-Hour: 07:45 AM - 08:45 AM
Peak 15-Minute: 07:45 AM - 08:00 AM



National Data & Surveying Services



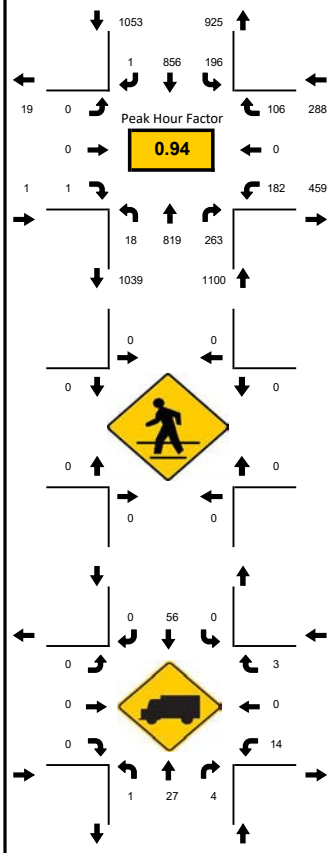


15-Min Count Period Beginning At	US 1/N State St Northbound					US 1/N State St Southbound					Royal Palms Pkwy/Education Wy Eastbound					Royal Palms Pkwy/Education Wy Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	2	145	15	0		12	116	0	0		1	5	2	0		58	0	32	0		388	2034
7:15 AM	2	174	29	2		6	155	2	0		0	1	0	0		60	1	34	0		466	2206
7:30 AM	0	180	26	1		20	189	0	0		0	1	0	0		79	1	41	0		538	2223
7:45 AM	0	213	36	3		40	236	2	0		1	0	1	0		64	1	45	0		642	2231
8:00 AM	4	182	30	0		25	211	0	0		0	0	3	0		65	0	40	0		560	2063
8:15 AM	0	149	28	0		24	185	1	0		2	1	0	0		58	0	35	0		483	1503
8:30 AM	1	185	45	1		38	188	1	1		1	3	1	0		52	0	29	0		546	1020
8:45 AM	1	148	38	2		31	175	2	0		0	1	0	0		52	2	22	0		474	474
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	16	852	180	12		160	944	8	4		8	12	12	0		260	4	180	0		**2652**	
Heavy Trucks	4	88	24	0		12	88	0	0		4	4	0	0		20	4	8	0		**256**	
Pedestrians		0					0					0					0				**0**	
Bicycles	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		**0**	
Buses																					**0**	
Stopped Buses																						

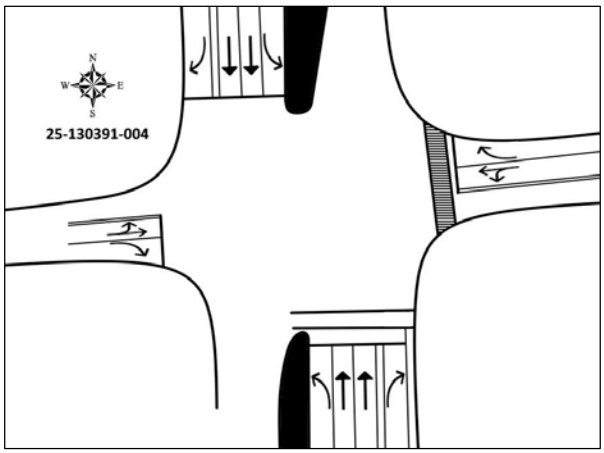
LOCATION: US 1/N State St & Royal Palms Pkwy/Education Wy
CITY/STATE: Palm Coast, FL

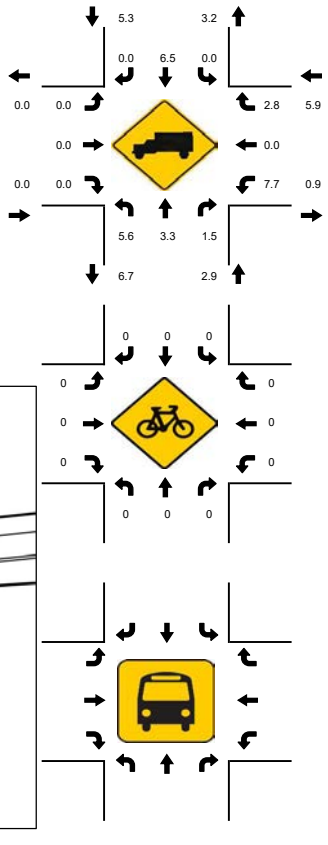
PROJECT ID: 25-130391-004
DATE: Wed, Dec 10, 2025

Peak-Hour: 04:15 PM - 05:15 PM
Peak 15-Minute: 05:00 PM - 05:15 PM



National Data & Surveying Services





15-Min Count Period Beginning At	US 1/N State St Northbound					US 1/N State St Southbound					Royal Palms Pkwy/Education Wy Eastbound					Royal Palms Pkwy/Education Wy Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	0	195	50	3		37	167	1	0		0	2	1	0		47	0	41	0		544	2334
4:15 PM	0	161	79	3		47	216	1	0		0	0	0	0		54	0	35	0		596	2442
4:30 PM	0	226	56	7		41	191	0	1		0	0	1	0		35	0	25	0		583	2385
4:45 PM	0	213	52	3		49	219	0	0		0	0	0	0		49	0	26	0		611	2323
5:00 PM	0	219	76	5		58	230	0	0		0	0	0	0		44	0	20	0		652	2178
5:15 PM	0	150	76	3		33	201	0	0		0	0	0	0		56	1	19	0		539	1526
5:30 PM	0	158	85	3		50	167	0	0		1	0	0	0		40	0	17	0		521	987
5:45 PM	0	161	63	4		34	148	0	0		0	0	0	0		45	0	11	0		466	466

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	0	904	316	28		232	920	4	4		0	0	4	0		216	0	140	0		**2768**
Heavy Trucks	0	36	8	4		0	84	0	0		0	0	0	0		20	0	4	0		**152**
Pedestrians		0					0					0					0				**0**
Bicycles	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		**0**
Buses Stopped Buses																					**0**

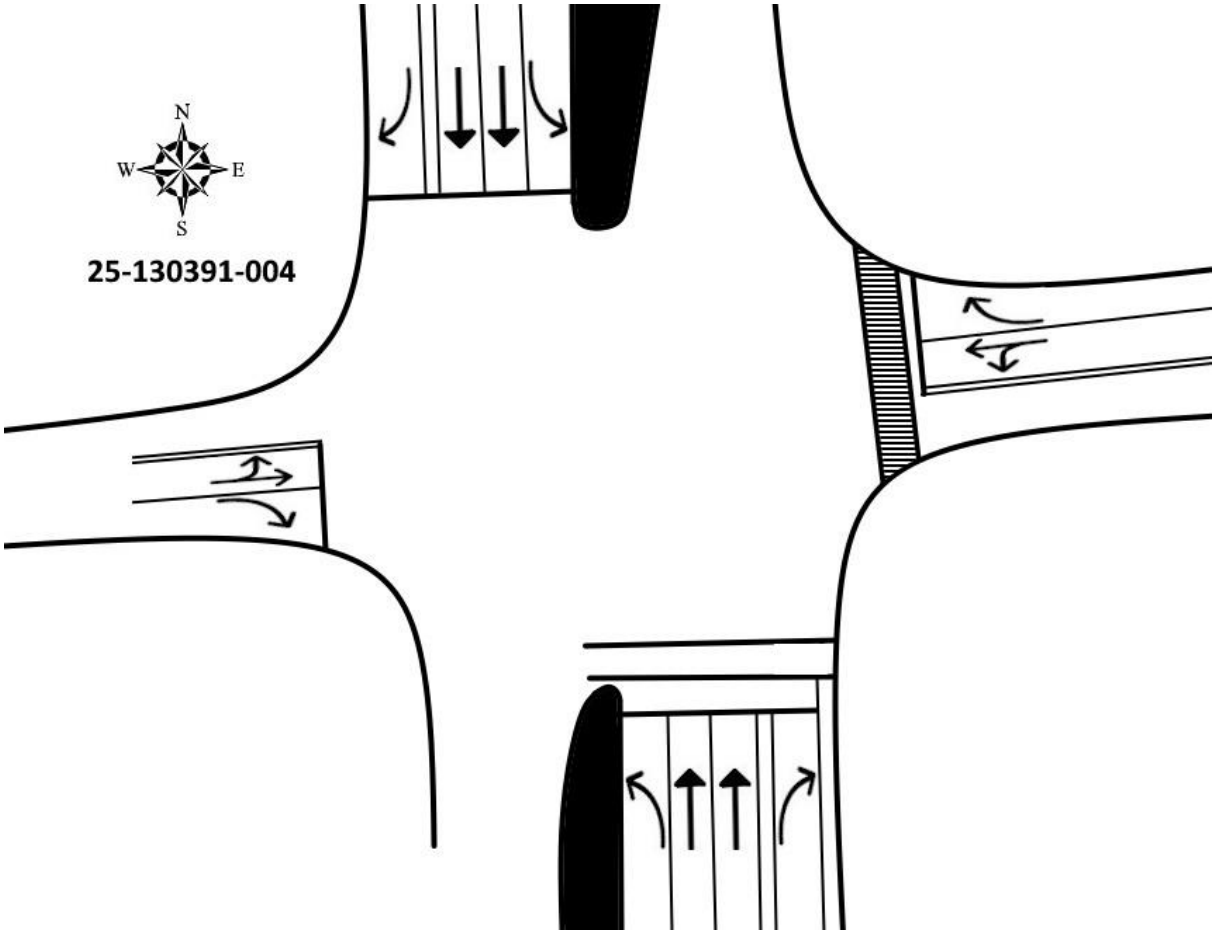
National Data & Surveying Services

Site Code:	**25-130391-004**
Date:	**12/10/2025**
Weather:	**Sunny**
City:	**Palm Coast**
County:	**Flagler**
Count Times:	**07:00 - 09:00**
	16:00 - 18:00
Control:	**Signalized**

N

N/S Street: **US 1/N State St**

Speed: **45/55/60 MPH**



E/W Street: **Royal Palms Pkwy/Education Wy**

Speed: **45/55 MPH**

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7300 FLAGLER COUNTYWIDE

MOCF: 0.95

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.04	1.09
2	01/07/2024 - 01/13/2024	1.05	1.11
3	01/14/2024 - 01/20/2024	1.07	1.13
4	01/21/2024 - 01/27/2024	1.04	1.09
5	01/28/2024 - 02/03/2024	1.02	1.07
6	02/04/2024 - 02/10/2024	1.00	1.05
7	02/11/2024 - 02/17/2024	0.98	1.03
* 8	02/18/2024 - 02/24/2024	0.97	1.02
* 9	02/25/2024 - 03/02/2024	0.95	1.00
*10	03/03/2024 - 03/09/2024	0.94	0.99
*11	03/10/2024 - 03/16/2024	0.93	0.98
*12	03/17/2024 - 03/23/2024	0.94	0.99
*13	03/24/2024 - 03/30/2024	0.94	0.99
*14	03/31/2024 - 04/06/2024	0.95	1.00
*15	04/07/2024 - 04/13/2024	0.95	1.00
*16	04/14/2024 - 04/20/2024	0.96	1.01
*17	04/21/2024 - 04/27/2024	0.96	1.01
*18	04/28/2024 - 05/04/2024	0.97	1.02
*19	05/05/2024 - 05/11/2024	0.97	1.02
*20	05/12/2024 - 05/18/2024	0.98	1.03
21	05/19/2024 - 05/25/2024	0.99	1.04
22	05/26/2024 - 06/01/2024	0.99	1.04
23	06/02/2024 - 06/08/2024	1.00	1.05
24	06/09/2024 - 06/15/2024	1.01	1.06
25	06/16/2024 - 06/22/2024	1.01	1.06
26	06/23/2024 - 06/29/2024	1.01	1.06
27	06/30/2024 - 07/06/2024	1.01	1.06
28	07/07/2024 - 07/13/2024	1.02	1.07
29	07/14/2024 - 07/20/2024	1.02	1.07
30	07/21/2024 - 07/27/2024	1.02	1.07
31	07/28/2024 - 08/03/2024	1.02	1.07
32	08/04/2024 - 08/10/2024	1.02	1.07
33	08/11/2024 - 08/17/2024	1.02	1.07
34	08/18/2024 - 08/24/2024	1.02	1.07
35	08/25/2024 - 08/31/2024	1.03	1.08
36	09/01/2024 - 09/07/2024	1.03	1.08
37	09/08/2024 - 09/14/2024	1.04	1.09
38	09/15/2024 - 09/21/2024	1.05	1.11
39	09/22/2024 - 09/28/2024	1.03	1.08
40	09/29/2024 - 10/05/2024	1.02	1.07
41	10/06/2024 - 10/12/2024	1.00	1.05
42	10/13/2024 - 10/19/2024	0.99	1.04
43	10/20/2024 - 10/26/2024	0.99	1.04
44	10/27/2024 - 11/02/2024	1.00	1.05
45	11/03/2024 - 11/09/2024	1.00	1.05
46	11/10/2024 - 11/16/2024	1.00	1.05
47	11/17/2024 - 11/23/2024	1.01	1.06
48	11/24/2024 - 11/30/2024	1.02	1.07
49	12/01/2024 - 12/07/2024	1.03	1.08
50	12/08/2024 - 12/14/2024	1.03	1.08
51	12/15/2024 - 12/21/2024	1.04	1.09
52	12/22/2024 - 12/28/2024	1.05	1.11
53	12/29/2024 - 12/31/2024	1.07	1.13

* PEAK SEASON

ID: 8000
Name: US-1 & Roval Palms Parkwav
Configuration: Permanent

Param	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Phase 12	Phase 13	Phase 14	Phase 15	Phase 16
Walk	0	0	0	0	0	12	0	12	0	0	0	0	0	0	0	0
Ped Clearance	0	0	0	0	0	22	0	33	0	0	0	0	0	0	0	0
Min Green	4	20	0	6	4	20	0	4	5	5	5	5	5	5	5	5
Passage	3	3	0	3	3	3	0	3	1	1	1	1	1	1	1	1
Max1	20	90	0	40	20	90	0	40	25	25	25	25	25	25	25	25
Max2	0	0	0	0	0	0	0	0	50	50	50	50	50	50	50	50
Yellow	5.9	5.9	3.5	5.5	5.9	5.9	3.5	5.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Red	3.7	2	0	2.4	3.7	2	0	2.7	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Red Revert	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Added Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time Before Reduce	10	20	0	10	10	20	0	10	0	0	0	0	0	0	0	0
Cars Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	10	1	0	10	10	1	0	10	0	0	0	0	0	0	0	0
Reduce By	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	1.5	1.2	0	1.5	1.5	1.2	0	1.5	0	0	0	0	0	0	0	0
Dynamic Max Limit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Step	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Startup	RED	GREEN	RED	RED	RED	GREEN	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED
Enable	On	On	Off	On	On	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Entry	Off	Off	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Exit	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act1	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act2	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Lock Call	Off	On	Off	Off	Off	On	Off	Off	On	On	On	On	On	On	On	On
Min Recall	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Max Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ped Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Soft Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Dual Entry	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Sim Gap Enable	On	On	On	On	On	On	On	On	On	On	On	On	On	On	On	On
Guar Passage	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Rest In Walk	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Cond Service	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Add Init Calc	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ring	1	1	1	1	2	2	2	2	0	0	0	0	0	0	0	0
Concur 1	5	5	7	7	1	1	3	3	0	0	0	0	0	0	0	0
Concur 2	6	6	8	8	2	2	4	4	0	0	0	0	0	0	0	0
Concur 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

APPENDIX D

Existing HCS Capacity Analysis Worksheets

Signal Timings

HCS Two-Way Stop-Control Report

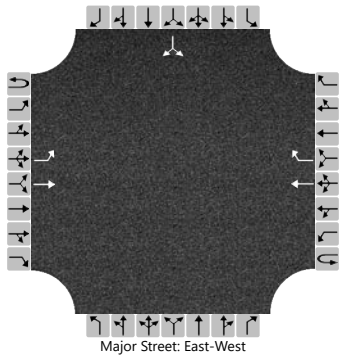
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2025
Time Analyzed	Existing AM Peak Hour
Intersection Orientation	East-West
Project Description	Red Mill Pointe TPD#5537.1

Site Information

Intersection	Royal Palms & Red Mill
Jurisdiction	Palm Coast
East/West Street	Royal Palms Parkway
North/South Street	Red Mill Drive
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	1		0	0	0		0	1	0
Configuration		L	T				T	R							LR	
Volume (veh/h)		135	145				195	93						88		213
Percent Heavy Vehicles (%)		10												2		2
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized							No									
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.20												6.42		6.22
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.29												3.52		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		147													327	
Capacity, c (veh/h)		1203													611	
v/c Ratio		0.12													0.54	
95% Queue Length, Q_{95} (veh)		0.4													3.2	
95% Queue Length, Q_{95} (ft)		10.8													81.3	
Control Delay (s/veh)		8.4													17.5	
Level of Service (LOS)		A													C	
Approach Delay (s/veh)		4.1												17.5		
Approach LOS		A												C		

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HCS Two-Way Stop-Control Report

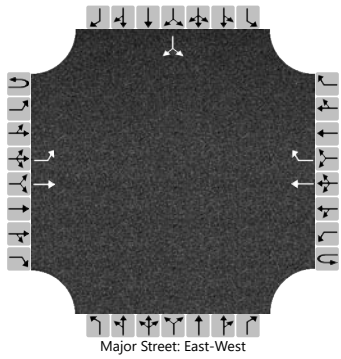
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2025
Time Analyzed	Existing PM Peak Hour
Intersection Orientation	East-West
Project Description	Red Mill Pointe TPD#5537.1

Site Information

Intersection	Royal Palms & Red Mill
Jurisdiction	Palm Coast
East/West Street	Royal Palms Parkway
North/South Street	Red Mill Drive
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	1		0	0	0		0	1	0
Configuration		L	T				T	R							LR	
Volume (veh/h)		264	221				122	77						82		155
Percent Heavy Vehicles (%)		0												3		3
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized							No									
Median Type | Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.10												6.43		6.23
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.20												3.53		3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		293													263	
Capacity, c (veh/h)		1360													436	
v/c Ratio		0.22													0.60	
95% Queue Length, Q_{95} (veh)		0.8													3.9	
95% Queue Length, Q_{95} (ft)		20.0													99.8	
Control Delay (s/veh)		8.4													25.0	
Level of Service (LOS)		A													D	
Approach Delay (s/veh)	4.6												25.0			
Approach LOS	A												D			

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HCS Two-Way Stop-Control Report

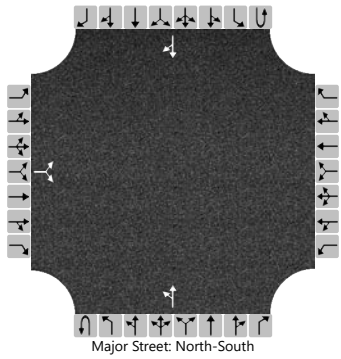
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	11/04/2025
Analysis Year	2025
Time Analyzed	Existing AM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Pointe TPD #5537.1

Site Information

Intersection	N Red Mill Dr & Rymfire
Jurisdiction	Palm Coast
East/West Street	North Red Mill Drive
North/South Street	Rymfire Drive
Peak Hour Factor	0.61
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		42		71						35	194				277	41
Percent Heavy Vehicles (%)		2		2						0						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.42		6.22						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.52		3.32						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			185							57						
Capacity, c (veh/h)			415							1055						
v/c Ratio			0.45							0.05						
95% Queue Length, Q_{95} (veh)			2.2							0.2						
95% Queue Length, Q_{95} (ft)			55.9							5.0						
Control Delay (s/veh)			20.5							8.6	0.6					
Level of Service (LOS)			C							A	A					
Approach Delay (s/veh)		20.5								1.8						
Approach LOS		C								A						

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HCS Two-Way Stop-Control Report

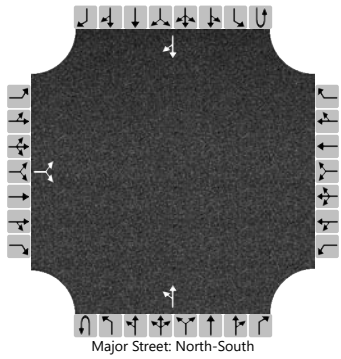
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2025
Time Analyzed	Existing PM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Pointe TPD #5537.1

Site Information

Intersection	N Red Mill Dr & Rymfire
Jurisdiction	Palm Coast
East/West Street	North Red Mill Drive
North/South Street	Rymfire Drive
Peak Hour Factor	0.87
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		38		56						70	201				148	59
Percent Heavy Vehicles (%)		3		3						0						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			108							80						
Capacity, c (veh/h)			607							1341						
v/c Ratio			0.18							0.06						
95% Queue Length, Q_{95} (veh)			0.6							0.2						
95% Queue Length, Q_{95} (ft)			15.4							5.0						
Control Delay (s/veh)			12.2							7.9	0.5					
Level of Service (LOS)			B							A	A					
Approach Delay (s/veh)		12.2								2.4						
Approach LOS		B								A						

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HCS Two-Way Stop-Control Report

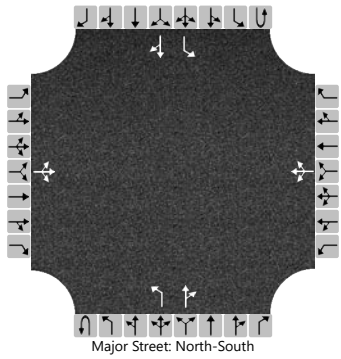
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2025
Time Analyzed	Existing AM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Pointe TPD # 5537.1

Site Information

Intersection	Rymfire Dr & S Red Mill
Jurisdiction	Palm Coast
East/West Street	South Red Mill Drive
North/South Street	Rymfire Drive
Peak Hour Factor	0.74
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	1	1	0	0	1	1	0
Configuration			LTR				LTR			L		TR		L		TR
Volume (veh/h)		12	3	111		9	2	37		34	152	37		48	178	9
Percent Heavy Vehicles (%)		0	0	3		0	0	0		3				9		
Proportion Time Blocked																
Percent Grade (%)		0				0										
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.23		7.10	6.50	6.20		4.13				4.19		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.33		3.50	4.00	3.30		2.23				2.28		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			170				65			46				65		
Capacity, c (veh/h)			660				532			1307				1270		
v/c Ratio			0.26				0.12			0.04				0.05		
95% Queue Length, Q_{95} (veh)			1.0				0.4			0.1				0.2		
95% Queue Length, Q_{95} (ft)			25.5				10.0			2.6				5.4		
Control Delay (s/veh)			12.3				12.7			7.9				8.0		
Level of Service (LOS)			B				B			A				A		
Approach Delay (s/veh)	12.3				12.7				1.2				1.6			
Approach LOS	B				B				A				A			

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HCS Two-Way Stop-Control Report

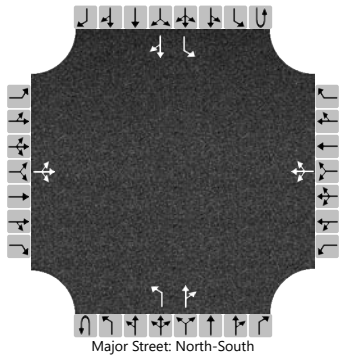
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2025
Time Analyzed	Existing PM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Pointe TPD # 5537.1

Site Information

Intersection	Rymfire Dr & S Red Mill
Jurisdiction	Palm Coast
East/West Street	South Red Mill Drive
North/South Street	Rymfire Drive
Peak Hour Factor	0.87
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	1	1	0	0	1	1	0
Configuration			LTR				LTR			L		TR		L		TR
Volume (veh/h)		13	2	59		25	1	34		99	230	13		32	152	30
Percent Heavy Vehicles (%)		0	0	0		0	0	0		0				0		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.20		7.10	6.50	6.20		4.10				4.10		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.30		3.50	4.00	3.30		2.20				2.20		

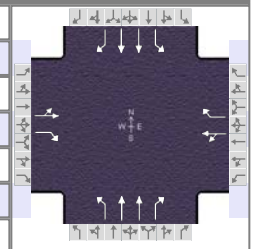
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			85				69			114				37		
Capacity, c (veh/h)			592				406			1374				1295		
v/c Ratio			0.14				0.17			0.08				0.03		
95% Queue Length, Q_{95} (veh)			0.5				0.6			0.3				0.1		
95% Queue Length, Q_{95} (ft)			12.5				15.0			7.5				2.5		
Control Delay (s/veh)			12.1				15.7			7.9				7.9		
Level of Service (LOS)			B				C			A				A		
Approach Delay (s/veh)	12.1				15.7				2.3				1.2			
Approach LOS	B				C				A				A			

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HCS Signalized Intersection Results Summary

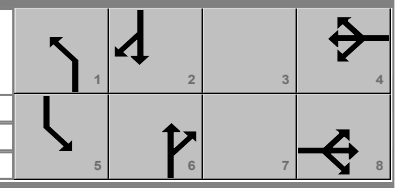
General Information				Intersection Information	
Agency	Palm Coast			Duration, h	0.250
Analyst	TPD/jd	Analysis Date	Jan 30, 2026	Area Type	Other
Jurisdiction	Palm Coast	Time Period	PM Peak Hour	PHF	0.92
Urban Street	US 1	Analysis Year	2025	Analysis Period	1> 7:00
Intersection	US 1 & Royal Palms Pkwy	File Name	4a US 1 & Royal Palms Pkwy Existing AM Peak…		
Project Description	Existing AM Peak Hour				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	4	4	5	246	1	153	9	751	143	132	845	4

Signal Information			
Cycle, s	150.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	2.0	2.2	82.1	32.5	0.0	0.0						
Yellow	5.9	5.9	5.9	5.5	0.0	0.0						
Red	2.0	2.0	2.0	2.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		8		4	1	6	5	2
Case Number		7.0		7.0	2.0	3.0	2.0	3.0
Phase Duration, s		40.0		40.0	9.9	90.0	20.0	100.1
Change Period, ($Y+R_c$), s		7.5		7.5	7.9	7.9	7.9	7.9
Max Allow Headway (*MAH*), s		3.1		3.1	2.9	0.0	2.9	0.0
Queue Clearance Time (g_s), s		2.6		30.1	2.9		14.1	
Green Extension Time (g_e), s		0.8		0.3	0.0	0.0	0.0	0.0
Phase Call Probability		1.00		1.00	0.33		1.00	
Max Out Probability		0.00		1.00	0.00		1.00	

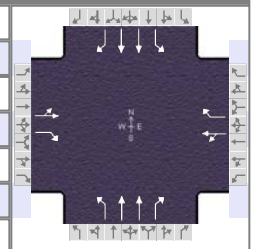
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h		9	5		268	166	10	816	155	143	918	4
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1589	1547		1391	1560	1668	1668	1459	1739	1710	1610
Queue Service Time (g_s), s		0.0	0.4		27.5	14.0	0.9	22.0	8.1	12.1	21.2	0.2
Cycle Queue Clearance Time (g_c), s		0.6	0.4		28.1	14.0	0.9	22.0	8.1	12.1	21.2	0.2
Green Ratio (*g/C*)		0.22	0.22		0.22	0.22	0.01	0.55	0.55	0.08	0.61	0.61
Capacity (*c*), veh/h		380	335		349	338	22	1826	799	140	2102	990
Volume-to-Capacity Ratio (*X*)		0.023	0.016		0.769	0.492	0.438	0.447	0.195	1.023	0.437	0.004
Back of Queue (*Q*), ft/ln (95 th percentile)		12	8		407	239	19	345	131	345	321	2
Back of Queue (*Q*), veh/ln (95 th percentile)		0.5	0.3		15.8	9.3	0.7	12.8	4.8	13.3	12.1	0.1
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh		46.2	46.2		57.0	51.5	73.4	20.3	17.2	69.0	15.2	11.2
Incremental Delay (d_2), s/veh		0.1	0.1		9.0	0.4	4.9	0.8	0.5	82.2	0.7	0.0
Initial Queue Delay (d_3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh		46.4	46.3		66.1	51.9	78.4	21.1	17.7	151.1	15.9	11.2
Level of Service (LOS)		D	D		E	D	E	C	B	F	B	B
Approach Delay, s/veh / LOS	46.3	D		60.7	E		21.2	C		34.1	C	
Intersection Delay, s/veh / LOS	33.7						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.46	B	2.46	B	1.91	B	1.89	B
Bicycle LOS Score / LOS	0.51	A	1.20	A	1.30	A	1.37	A

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HCS Signalized Intersection Results Summary

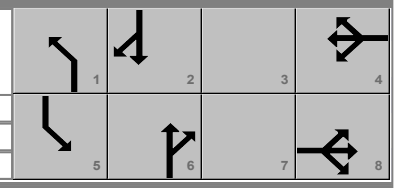
General Information				Intersection Information	
Agency	Palm Coast			Duration, h	0.250
Analyst	TPD/jd	Analysis Date	Jan 30, 2026	Area Type	Other
Jurisdiction	Palm Coast	Time Period	PM Peak Hour	PHF	0.94
Urban Street	US 1	Analysis Year	2025	Analysis Period	1> 7:00
Intersection	US 1 & Royal Palms Pkwy	File Name	4b US 1 & Royal Palms Pkwy Existing PM Peak…		
Project Description	Existing PM Peak Hour				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	0	0	1	187	0	109	19	844	271	202	882	1

Signal Information			
Cycle, s	150.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	3.4	4.8		78.1	32.5	0.0	0.0					
Yellow	5.9	5.9		5.9	5.5	0.0	0.0					
Red	2.0	2.0		2.0	2.0	0.0	0.0					



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		8		4	1	6	5	2
Case Number		7.0		7.0	2.0	3.0	2.0	3.0
Phase Duration, s		40.0		40.0	11.3	86.0	24.0	98.7
Change Period, ($Y+R_c$), s		7.5		7.5	7.9	7.9	7.9	7.9
Max Allow Headway (*MAH*), s		3.0		3.0	2.9	0.0	2.9	0.0
Queue Clearance Time (g_s), s		2.1		22.1	3.7		18.1	
Green Extension Time (g_e), s		0.5		0.4	0.0	0.0	0.0	0.0
Phase Call Probability		1.00		1.00	0.57		1.00	
Max Out Probability		0.00		0.00	0.00		1.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h		0	1		199	116	20	898	288	215	938	1
Adjusted Saturation Flow Rate (*s*), veh/h/ln		0	1610		1361	1572	1810	1766	1598	1810	1724	1610
Queue Service Time (g_s), s		0.0	0.1		20.1	9.4	1.7	24.5	15.8	16.1	22.1	0.0
Cycle Queue Clearance Time (g_c), s		0.0	0.1		20.1	9.4	1.7	24.5	15.8	16.1	22.1	0.0
Green Ratio (*g/C*)			0.22		0.22	0.22	0.02	0.52	0.52	0.11	0.61	0.61
Capacity (*c*), veh/h			349		343	341	41	1839	832	194	2087	975
Volume-to-Capacity Ratio (*X*)		0.000	0.003		0.580	0.340	0.491	0.488	0.347	1.106	0.450	0.001
Back of Queue (*Q*), ft/ln (95 th percentile)		0	2		295	169	35	379	245	472	334	1
Back of Queue (*Q*), veh/ln (95 th percentile)		0.0	0.1		11.2	6.6	1.4	14.8	9.7	18.9	12.7	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh			46.1		53.9	49.7	72.4	23.1	21.0	67.0	16.1	11.7
Incremental Delay (d_2), s/veh		0.0	0.0		1.6	0.2	3.3	0.9	1.1	96.0	0.7	0.0
Initial Queue Delay (d_3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh			46.1		55.5	49.9	75.8	24.0	22.2	162.9	16.8	11.7
Level of Service (LOS)			D		E	D	E	C	C	F	B	B
Approach Delay, s/veh / LOS	46.1	D		53.5	D		24.5	C		44.0	D	
Intersection Delay, s/veh / LOS	36.3						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.46	B	2.46	B	1.91	B	1.90	B
Bicycle LOS Score / LOS	0.49	A	1.01	A	1.48	A	1.44	A

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APPENDIX E

Projected Conditions HCS Capacity Analysis Worksheets

HCS Two-Way Stop-Control Report

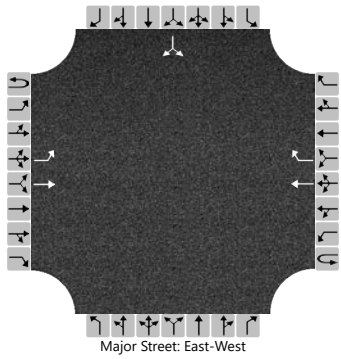
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2028
Time Analyzed	Projected AM Peak Hour
Intersection Orientation	East-West
Project Description	Red Mill Pointe TPD#5537.1

Site Information

Intersection	Royal Palms & Red Mill
Jurisdiction	Palm Coast
East/West Street	Royal Palms Parkway
North/South Street	Red Mill Drive
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	1		0	0	0		0	1	0
Configuration		L	T				T	R							LR	
Volume (veh/h)		153	154				207	103						106		257
Percent Heavy Vehicles (%)		10												2		2
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized							No									
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.20												6.42		6.22
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.29												3.52		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		166													395	
Capacity, c (veh/h)		1179													576	
v/c Ratio		0.14													0.69	
95% Queue Length, Q_{95} (veh)		0.5													5.3	
95% Queue Length, Q_{95} (ft)		13.5													134.6	
Control Delay (s/veh)		8.6													23.8	
Level of Service (LOS)		A													C	
Approach Delay (s/veh)		4.3												23.8		
Approach LOS		A												C		

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HCS Two-Way Stop-Control Report

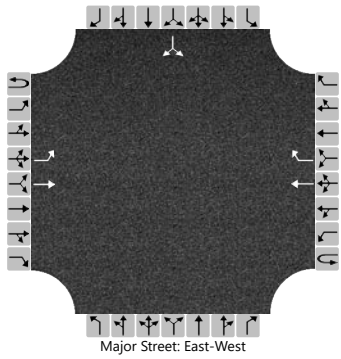
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2028
Time Analyzed	Projected PM Peak Hour
Intersection Orientation	East-West
Project Description	Red Mill Pointe TPD#5537.1

Site Information

Intersection	Royal Palms & Red Mill
Jurisdiction	Palm Coast
East/West Street	Royal Palms Parkway
North/South Street	Red Mill Drive
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	1		0	0	0		0	1	0
Configuration		L	T				T	R							LR	
Volume (veh/h)		312	234				129	95						95		181
Percent Heavy Vehicles (%)		0												3		3
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized							No									
Median Type | Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.10												6.43		6.23
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.20												3.53		3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		347													307	
Capacity, c (veh/h)		1329													369	
v/c Ratio		0.26													0.83	
95% Queue Length, Q_{95} (veh)		1.1													7.5	
95% Queue Length, Q_{95} (ft)		27.5													192.0	
Control Delay (s/veh)		8.7													48.1	
Level of Service (LOS)		A													E	
Approach Delay (s/veh)	5.0												48.1			
Approach LOS	A												E			

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HCS Two-Way Stop-Control Report

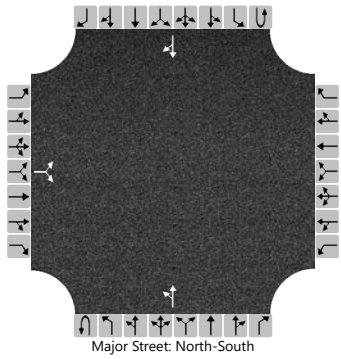
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	11/04/2025
Analysis Year	2028
Time Analyzed	Projected AM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Pointe TPD #5537.1

Site Information

Intersection	N Red Mill Dr & Rymfire
Jurisdiction	Palm Coast
East/West Street	North Red Mill Drive
North/South Street	Rymfire Drive
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		85		104						51	283				404	67
Percent Heavy Vehicles (%)		2		2						0						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.42		6.22						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.52		3.32						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			210							57						
Capacity, c (veh/h)			395							1053						
v/c Ratio			0.53							0.05						
95% Queue Length, Q_{95} (veh)			3.0							0.2						
95% Queue Length, Q_{95} (ft)			76.2							5.0						
Control Delay (s/veh)			24.0							8.6	0.6					
Level of Service (LOS)			C							A	A					
Approach Delay (s/veh)		24.0								1.8						
Approach LOS		C								A						

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HCS Two-Way Stop-Control Report

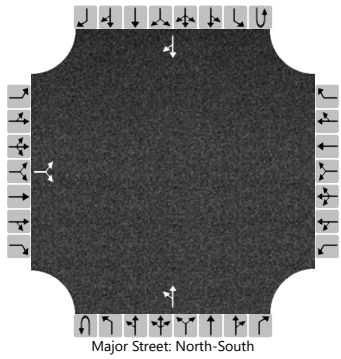
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2028
Time Analyzed	Projected PM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Pointe TPD #5537.1

Site Information

Intersection	N Red Mill Dr & Rymfire
Jurisdiction	Palm Coast
East/West Street	North Red Mill Drive
North/South Street	Rymfire Drive
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		70		82						102	293				216	110
Percent Heavy Vehicles (%)		3		3						0						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			169							113						
Capacity, c (veh/h)			431							1208						
v/c Ratio			0.39							0.09						
95% Queue Length, Q_{95} (veh)			1.8							0.3						
95% Queue Length, Q_{95} (ft)			46.1							7.5						
Control Delay (s/veh)			18.6							8.3	0.9					
Level of Service (LOS)			C							A	A					
Approach Delay (s/veh)		18.6								2.8						
Approach LOS		C								A						

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HCS Two-Way Stop-Control Report

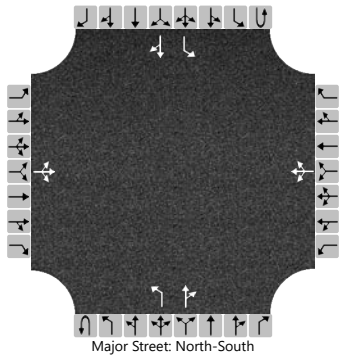
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2028
Time Analyzed	Projected AM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Pointe TPD # 5537.1

Site Information

Intersection	Rymfire Dr & S Red Mill
Jurisdiction	Palm Coast
East/West Street	South Red Mill Drive
North/South Street	Rymfire Drive
Peak Hour Factor	0.74
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	1	1	0	0	1	1	0
Configuration			LTR				LTR			L		TR		L		TR
Volume (veh/h)		18	4	206		13	3	54		64	222	54		70	260	13
Percent Heavy Vehicles (%)		0	0	3		0	0	0		3				9		
Proportion Time Blocked																
Percent Grade (%)		0				0										
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.23		7.10	6.50	6.20		4.13				4.19		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.33		3.50	4.00	3.30		2.23				2.28		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			308				95			86				95		
Capacity, c (veh/h)			508				276			1184				1148		
v/c Ratio			0.61				0.34			0.07				0.08		
95% Queue Length, Q_{95} (veh)			4.0				1.5			0.2				0.3		
95% Queue Length, Q_{95} (ft)			102.2				37.5			5.1				8.0		
Control Delay (s/veh)			22.4				24.7			8.3				8.4		
Level of Service (LOS)			C				C			A				A		
Approach Delay (s/veh)	22.4				24.7				1.6				1.7			
Approach LOS	C				C				A				A			

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HCS Two-Way Stop-Control Report

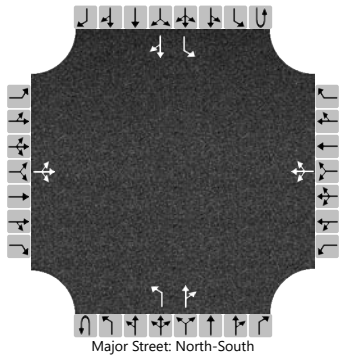
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2028
Time Analyzed	Projected PM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Pointe TPD # 5537.1

Site Information

Intersection	Rymfire Dr & S Red Mill
Jurisdiction	Palm Coast
East/West Street	South Red Mill Drive
North/South Street	Rymfire Drive
Peak Hour Factor	0.87
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	1	1	0	0	1	1	0
Configuration			LTR				LTR			L		TR		L		TR
Volume (veh/h)		20	3	113		36	1	40		189	336	19		47	222	44
Percent Heavy Vehicles (%)		0	0	0		0	0	0		0				0		
Proportion Time Blocked																
Percent Grade (%)		0				0										
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.20		7.10	6.50	6.20		4.10				4.10		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.30		3.50	4.00	3.30		2.20				2.20		

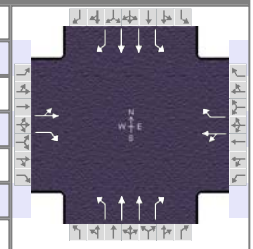
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			156				89			217				54		
Capacity, c (veh/h)			390				167			1266				1162		
v/c Ratio			0.40				0.53			0.17				0.05		
95% Queue Length, Q_{95} (veh)			1.9				2.7			0.6				0.1		
95% Queue Length, Q_{95} (ft)			47.5				67.5			15.0				2.5		
Control Delay (s/veh)			20.3				48.6			8.4				8.3		
Level of Service (LOS)			C				E			A				A		
Approach Delay (s/veh)	20.3				48.6				2.9				1.2			
Approach LOS	C				E				A				A			

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HCS Signalized Intersection Results Summary

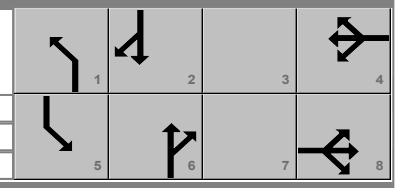
General Information				Intersection Information	
Agency	Palm Coast			Duration, h	0.250
Analyst	TPD/jd	Analysis Date	Jan 30, 2026	Area Type	Other
Jurisdiction	Palm Coast	Time Period	PM Peak Hour	PHF	0.92
Urban Street	US 1	Analysis Year	2025	Analysis Period	1> 7:00
Intersection	US 1 & Royal Palms Pkwy	File Name	4a US 1 & Royal Palms Pkwy Projected AM Peak…		
Project Description	Projected AM Peak Hour				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	4	4	5	283	1	171	9	796	159	143	896	4

Signal Information			
Cycle, s	150.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	2.0	2.2	82.1	32.5	0.0	0.0						
Yellow	5.9	5.9	5.9	5.5	0.0	0.0						
Red	2.0	2.0	2.0	2.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		8		4	1	6	5	2
Case Number		7.0		7.0	2.0	3.0	2.0	3.0
Phase Duration, s		40.0		40.0	9.9	90.0	20.0	100.1
Change Period, ($Y+R_c$), s		7.5		7.5	7.9	7.9	7.9	7.9
Max Allow Headway (*MAH*), s		3.1		3.1	2.9	0.0	2.9	0.0
Queue Clearance Time (g_s), s		2.6		34.5	2.9		14.1	
Green Extension Time (g_e), s		0.9		0.0	0.0	0.0	0.0	0.0
Phase Call Probability		1.00		1.00	0.33		1.00	
Max Out Probability		0.00		1.00	0.00		1.00	

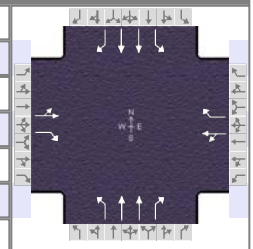
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h		9	5		309	186	10	865	173	155	974	4
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1589	1547		1391	1560	1668	1668	1459	1739	1710	1610
Queue Service Time (g_s), s		0.0	0.4		31.9	15.9	0.9	23.8	9.1	12.1	23.0	0.2
Cycle Queue Clearance Time (g_c), s		0.6	0.4		32.5	15.9	0.9	23.8	9.1	12.1	23.0	0.2
Green Ratio (*g/C*)		0.22	0.22		0.22	0.22	0.01	0.55	0.55	0.08	0.61	0.61
Capacity (*c*), veh/h		380	335		349	338	22	1826	799	140	2102	990
Volume-to-Capacity Ratio (*X*)		0.023	0.016		0.884	0.550	0.438	0.474	0.216	1.108	0.463	0.004
Back of Queue (*Q*), ft/ln (95 th percentile)		12	8		505	267	19	368	148	389	344	2
Back of Queue (*Q*), veh/ln (95 th percentile)		0.5	0.3		19.6	10.3	0.7	13.6	5.4	15.0	13.0	0.1
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh		46.2	46.2		59.1	52.2	73.4	20.8	17.4	69.0	15.6	11.2
Incremental Delay (d_2), s/veh		0.1	0.1		21.8	1.1	4.9	0.9	0.6	107.9	0.7	0.0
Initial Queue Delay (d_3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh		46.4	46.3		80.9	53.4	78.4	21.6	18.1	176.9	16.3	11.2
Level of Service (LOS)		D	D		F	D	E	C	B	F	B	B
Approach Delay, s/veh / LOS	46.3	D		70.6	E		21.6	C		38.3	D	
Intersection Delay, s/veh / LOS	37.8						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.46	B	2.46	B	1.91	B	1.89	B
Bicycle LOS Score / LOS	0.51	A	1.30	A	1.35	A	1.42	A

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HCS Signalized Intersection Results Summary

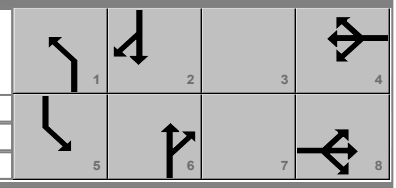
General Information				Intersection Information	
Agency	Palm Coast			Duration, h	0.250
Analyst	TPD/jd	Analysis Date	Jan 30, 2026	Area Type	Other
Jurisdiction	Palm Coast	Time Period	PM Peak Hour	PHF	0.94
Urban Street	US 1	Analysis Year	2025	Analysis Period	1> 7:00
Intersection	US 1 & Royal Palms Pkwy	File Name	4b US 1 & Royal Palms Pkwy Projected PM Peak…		
Project Description	Projected PM Peak Hour				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	0	0	1	211	0	122	20	895	310	223	935	1

Signal Information			
Cycle, s	150.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	3.5	4.7	78.1	32.5	0.0	0.0
Yellow	5.9	5.9	5.9	5.5	0.0	0.0
Red	2.0	2.0	2.0	2.0	0.0	0.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		8		4	1	6	5	2
Case Number		7.0		7.0	2.0	3.0	2.0	3.0
Phase Duration, s		40.0		40.0	11.4	86.0	24.0	98.6
Change Period, ($Y+R_c$), s		7.5		7.5	7.9	7.9	7.9	7.9
Max Allow Headway (*MAH*), s		3.0		3.0	2.9	0.0	2.9	0.0
Queue Clearance Time (g_s), s		2.1		25.2	3.7		18.1	
Green Extension Time (g_e), s		0.6		0.4	0.0	0.0	0.0	0.0
Phase Call Probability		1.00		1.00	0.59		1.00	
Max Out Probability		0.00		0.04	0.00		1.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h		0	1		224	130	21	952	330	237	995	1
Adjusted Saturation Flow Rate (*s*), veh/h/ln		0	1610		1361	1572	1810	1766	1598	1810	1724	1610
Queue Service Time (g_s), s		0.0	0.1		23.2	10.6	1.7	26.5	18.7	16.1	24.1	0.0
Cycle Queue Clearance Time (g_c), s		0.0	0.1		23.2	10.6	1.7	26.5	18.7	16.1	24.1	0.0
Green Ratio (*g/C*)			0.22		0.22	0.22	0.02	0.52	0.52	0.11	0.60	0.60
Capacity (*c*), veh/h			349		343	341	43	1839	832	194	2084	973
Volume-to-Capacity Ratio (*X*)		0.000	0.003		0.654	0.381	0.500	0.518	0.396	1.221	0.477	0.001
Back of Queue (*Q*), ft/ln (95 th percentile)		0	2		336	191	37	406	281	562	358	1
Back of Queue (*Q*), veh/ln (95 th percentile)		0.0	0.1		12.7	7.4	1.5	15.9	11.2	22.5	13.7	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh			46.1		55.1	50.2	72.4	23.6	21.7	67.0	16.5	11.7
Incremental Delay (d_2), s/veh		0.0	0.0		3.5	0.3	3.3	1.0	1.4	136.9	0.8	0.0
Initial Queue Delay (d_3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh			46.1		58.6	50.4	75.7	24.6	23.1	203.8	17.3	11.7
Level of Service (LOS)			D		E	D	E	C	C	F	B	B
Approach Delay, s/veh / LOS	46.1	D		55.6	E		25.1	C		53.2	D	
Intersection Delay, s/veh / LOS	40.8						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.46	B	2.46	B	1.91	B	1.90	B
Bicycle LOS Score / LOS	0.49	A	1.07	A	1.56	B	1.50	B

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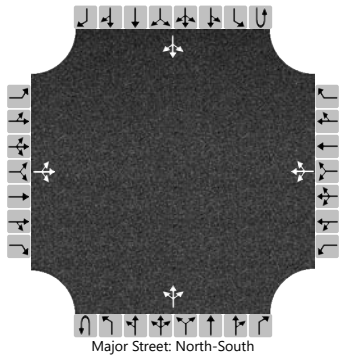
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2028
Time Analyzed	Projected PM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Point #5537

Site Information

Intersection	Red Mill & Site D/W North
Jurisdiction	Palm Coast
East/West Street	Site D/W & Reston Pl
North/South Street	Red Mill Drive
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		0	0	1		3	0	19		0	170	2		6	112	1
Percent Heavy Vehicles (%)		0	0	0		0	0	0		0				0		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.20		7.10	6.50	6.20		4.10				4.10		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.30		3.50	4.00	3.30		2.20				2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			1				24			0				7		
Capacity, c (veh/h)			934				821			1477				1400		
v/c Ratio			0.00				0.03			0.00				0.00		
95% Queue Length, Q_{95} (veh)			0.0				0.1			0.0				0.0		
95% Queue Length, Q_{95} (ft)			0.0				2.5			0.0				0.0		
Control Delay (s/veh)			8.9				9.5			7.4	0.0	0.0		7.6	0.0	0.0
Level of Service (LOS)			A				A			A	A	A		A	A	A
Approach Delay (s/veh)	8.9				9.5				0.0				0.4			
Approach LOS	A				A				A				A			

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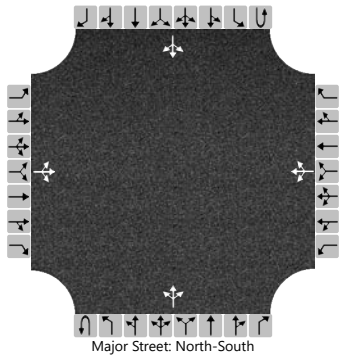
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2028
Time Analyzed	Projected PM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Point #5537

Site Information

Intersection	Red Mill & Site D/W North
Jurisdiction	Palm Coast
East/West Street	Site D/W & Reston Pl
North/South Street	Red Mill Drive
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		0	0	1		3	0	12		0	140	8		21	191	1
Percent Heavy Vehicles (%)		0	0	0		0	0	0		0				0		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.20		7.10	6.50	6.20		4.10				4.10		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.30		3.50	4.00	3.30		2.20				2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			1				16			0				23		
Capacity, c (veh/h)			837				792			1374				1430		
v/c Ratio			0.00				0.02			0.00				0.02		
95% Queue Length, Q_{95} (veh)			0.0				0.1			0.0				0.0		
95% Queue Length, Q_{95} (ft)			0.0				2.5			0.0				0.0		
Control Delay (s/veh)			9.3				9.6			7.6	0.0	0.0		7.6	0.1	0.1
Level of Service (LOS)			A				A			A	A	A		A	A	A
Approach Delay (s/veh)	9.3				9.6				0.0				0.9			
Approach LOS	A				A				A				A			

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HCS Two-Way Stop-Control Report

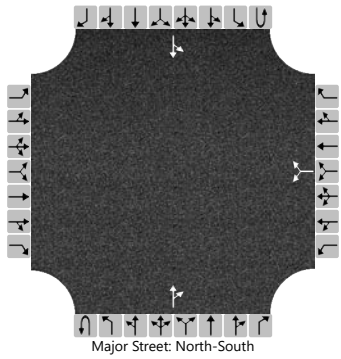
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2028
Time Analyzed	Projected PM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Point #5537

Site Information

Intersection	Red Mill & Site D/W South
Jurisdiction	Palm Coast
East/West Street	Site Driveway South
North/South Street	Red Mill Drive
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						39		5			167	12		1	116	
Percent Heavy Vehicles (%)						0		0						0		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.40		6.20						4.10		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.50		3.30						2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)							48							1		
Capacity, c (veh/h)							697							1391		
v/c Ratio							0.07							0.00		
95% Queue Length, Q_{95} (veh)							0.2							0.0		
95% Queue Length, Q_{95} (ft)							5.0							0.0		
Control Delay (s/veh)							10.5							7.6	0.0	
Level of Service (LOS)							B							A	A	
Approach Delay (s/veh)						10.5								0.1		
Approach LOS						B								A		

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HCS Two-Way Stop-Control Report

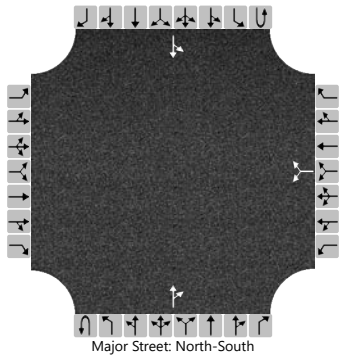
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2028
Time Analyzed	Projected PM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Point #5537

Site Information

Intersection	Red Mill & Site D/W South
Jurisdiction	Palm Coast
East/West Street	Site Driveway South
North/South Street	Red Mill Drive
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						24		3			145	37		3	191	
Percent Heavy Vehicles (%)						0		0						0		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.40		6.20						4.10		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.50		3.30						2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)							29							3		
Capacity, c (veh/h)							635							1387		
v/c Ratio							0.05							0.00		
95% Queue Length, Q_{95} (veh)							0.1							0.0		
95% Queue Length, Q_{95} (ft)							2.5							0.0		
Control Delay (s/veh)							10.9							7.6	0.0	
Level of Service (LOS)							B							A	A	
Approach Delay (s/veh)						10.9								0.1		
Approach LOS						B								A		

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APPENDIX F

Turn Lane Warrant Analysis

Palm Coast Turn Lane Technical Guidelines on November 10, 2020

The purpose of this document is to assist the City and design professionals regarding turn lane design as part of a development for a property accessing a City street. It determines:

a) when a turn lane is required to be built as a condition of access to the City street, and
b) the required dimensions of the turn lane.

These guidelines provide guidance for developers on what to expect for design and construction requirements on a roadway connecting to their driveway (entrance) when developing a property.

Turn lanes for left-turning and right-turning traffic are desirable for the safe execution of speed change maneuvers. Turn lanes also allow for the storage and protection of left-turning or right-turning vehicles while allowing through traffic to pass safely with minimal induced delay.

Deceleration lanes shall be provided at all intersection and/or access points adjacent to the project on all City-maintained and privately-maintained roadways as required by these guidelines. (Turn lanes along Flagler County owned roadways will be determined by Flagler County after receiving input from the City.) However, these guidelines shall not be construed in any manner to allow a left-turn lane and/or a right-turn lane into a project where such turning movement is not approved by the City.

All table values referenced in this document presume design of a single turn lane. The City will use the latest edition of the Florida Department of Transportation's (FDOT's) publication: "Standard Plans and Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways" (commonly referred to as the "Florida Greenbook") as a design reference. The City will be the sole judge, when backed by engineering analysis, to define whether a multi-lane turn lane design is adequate in dimension.

Turn Volume Thresholds that Require the Addition of a Dedicated Left Turn Lane from the City Street

A left turn lane shall be provided at each access driveway of the project when a Left-Turning Vehicle (LTV) count during a Peak Hour (Weekday AM, Weekday PM, Weekend Mid-Day) from the City roadway entering that driveway meets or exceeds the criteria below. The roadway column in the table below shall be utilized for the type and volume of traffic on the roadway from where the turn would originate and shall be based on the Average Annual Daily Traffic (AADT) from the City's bi-annual traffic counts and projected forward including background traffic from other projects, as determined by the City, until the time when the project and its driveway are reasonably expected to finish construction and be open.

Left Turn Lane Thresholds

Posted Speed Limit	2 Lane Roadways AADT of 5,000 or less	2 Lane Roadways AADT over 5,000	4+ Lane Roadways AADT of 10,000 or less	4+ Lane Roadways AADT over 10,000
Up to 25 mph	40 LTV/Peak Hour	35 LTV/Peak Hour	50 LTV/Peak Hour	40 LTV/Peak Hour
30 - 35 mph	30 LTV/Peak Hour	25 LTV/Peak Hour	35 LTV/Peak Hour	25 LTV/Peak Hour
40 + mph	20 LTV/Peak Hour	15 LTV/Peak Hour	25 LTV/Peak Hour	20 LTV/Peak Hour

Turn Volume Thresholds that Require the Addition of a Dedicated Right Turn Lane from the City Street

A right turn lane shall be provided at each access driveway of the project when a Right-Turning Vehicle (RTV) count during a Peak Hour (Weekday AM, Weekday PM, Weekend Mid-Day) from the City roadway entering that driveway meets or exceeds the criteria below. The roadway column in the table below shall be utilized for the type and volume of traffic on the roadway from where the turn would originate and shall be based on the AADT from the City's bi-annual traffic counts and projected forward including background

traffic from other projects, as determined by the City, until the time when the project and its driveway are reasonably expected to finish construction and be open.

Right Turn Lane Thresholds

Posted Speed Limit	2 Lane Roadways AADT of 5,000 or less	2 Lane Roadways AADT over 5,000	4+ Lane Roadways AADT of 10,000 or less	4+ Lane Roadways AADT over 10,000
Up to 25 mph	175 RTV/Peak Hour	150 RTV/Peak Hour	155 RTV/Peak Hour	120 RTV/Peak Hour
30 - 35 mph	120 RTV/Peak Hour	100 RTV/Peak Hour	100 RTV/Peak Hour	70 RTV/Peak Hour
40 + mph	70 RTV/Peak Hour	60 RTV/Peak Hour	60 RTV/Peak Hour	40 RTV/Peak Hour

Other Criteria

When a project's driveway meets at least 75% of the above thresholds for Peak Hour (Weekday AM, Weekday PM or Weekend Mid-Day) left or right turns and at least one of the following criteria is also present, the City, in its sole judgment, may require the developer to provide the turn lane.

1. Sight distance is limited due to curves or hills or other unalterable object.
2. The intersection or driveway is just after a signalized intersection where acceleration or driver expectancy would make a separate right turn desirable (this would also be the case downstream soon after a dual left-turn lane onto a four-lane roadway).
3. At least 50% higher than normal crash experience (or 33% above normal rear-end collisions) or the City has determined that this roadway section has a Level of Service (LOS) of D or lower.
4. Severe skewed angle of the intersection so that right-turn traffic has to slow more than would be expected for a 90-degree turn.
5. The turn-lane into the project occurs at an existing or proposed signalized intersection where adequate right-of-way exists or is available from the development.

Construction Timing

Turn lanes shall be constructed with the infrastructure and prior to the vertical construction of any buildings unless the City allows some of the vertical building construction prior to completion of the turn lanes. When a project is phased, the turn lanes shall be constructed with the earliest phase that the turn lane meets at least 50% of the criteria for requiring the turn lane.

Turn Lane Design Standards

A turn lane shall consist of the following components: A taper and a full width lane length of a turn lane. The total length of the turn lane shall be the taper length plus the full width lane length.

A taper shall be the longitudinal length of a development of a lane from zero width to full width. Find the length of taper required in the tables below (See Sections *Left turn Lane Table* and *Right Turn Lane Table*).

Turn lane widths shall be a minimum of 11 feet on roadways where the posted speed is 40 mph or less (see exceptions in next sentence).

Turn lane widths, when turn lanes are required, shall be a minimum of 12 feet on roadways where at least one condition below is present:

1. Where the posted speed is 45 mph or greater.
2. With more than two lanes of opposing traffic.
3. With medians at least 16 feet wide separating opposing traffic lanes.

Turn lane length shall be measured along the lane segment constructed at full lane width. The required turn lane length of right turn lanes and left turn lanes exiting the City street shall be determined by choosing the greater of:

1. The minimum full width turn lane length. The minimum full width turn lane length shall be 75 feet.
2. The calculation of full width turn lane length based on conditions in the following tables. Total required full width turn lane length shall be the sum of the deceleration length dimension (See Left Turn Lane Table; See Right Turn Lane Table) plus the storage length dimension (see Storage Length Dimension Table - SLDT).

Shorter turn lanes will not be allowed except under special circumstances as approved by the City.

Storage Length Dimension Table For Unsignalized Intersections*

Largest Peak Hour Volume in Vehicles Per Hour (vph)	Storage Length (feet)*
Up to 25	30
26 to 50	50
51 to 75	75
76 to 100	100
Every additional increment, or partial increment, of 50 vph	75

**Per FDOT Greenbook*

Dimensions in the SLDT presume the traffic in the turn lane consists of less than 5% heavy vehicles (where a heavy vehicle is any vehicle longer than 34 feet including a trailer). If heavy vehicle percentage will be between 5% and 20% of turning vehicles, increase storage length by 20%. If heavy vehicle percentage will be greater than 20% of turning vehicles, increase storage length by 100%.

Left Turn Lane Length

The requirements for lengths of tapers, deceleration and storage for left turn lanes are based on the speed limit of the road and are shown in the following table:

Left Turn Lane Table For Unsignalized Intersections*

Posted Speed Limit Of Roadway (mph)	Length of Taper (feet)	Length of Deceleration (feet)	Length of Storage (feet)*
Up to 25	50	0	100% of SLDT Value
30	75	0	100% of SLDT Value
35	75	75	100% of SLDT Value
40	90	75	100% of SLDT Value
45	100	100	100% of SLDT Value
50	100	135	100% of SLDT Value

**For 2 Lane Roadways less than 5,000 ADT and for 4-Lane Roadways less than 10,000 ADT, reduce the 100% qualification to 70%.Per FDOT Greenbook*

Total required full width turn lane length shall be the sum of the deceleration length dimension plus the storage length dimension. The taper is not considered part of the full width turn lane length.

Right Turn Lane Length

The requirements for lengths of tapers, deceleration and storage for right turn lanes are based on the speed limit of the road and are shown in the following table:

Right Turn Lane Table For Unsignalized Intersections*

Posted Speed Limit Of Roadway (mph)	Length of Taper (feet)	Length of Deceleration (feet)	Length of Storage (feet) Stop Condition	Length of Storage (feet) Free Flow
Up to 25	50	0	50% of SLDT Value	0
30	75	0	50% of SLDT Value	0
35	100	75	50% of SLDT Value	25% of SLDT Value
40	100	75	60% of SLDT Value	30% of SLDT Value
45	100	100	75% of SLDT Value	35% of SLDT Value
50 +	100	135	80% of SLDT Value	45% of SLDT Value

***Per FDOT Greenbook*

Total required full width turn lane length shall be the sum of the deceleration length dimension plus the storage length dimension. The taper is not considered part of the full width turn lane length. Right turn lane lengths at traffic signal controlled intersections shall be based on queue lengths determined through an engineering traffic study.

Deviations

The City may grant a deviation from these guidelines in part or in whole after determining that any of the following conditions make compliance infeasible:

1. Right-of-way constraints do not permit the installation of the turn lane or to its full dimensions. This does not include cases where the developer is unwilling to provide the developer's own property from the development under consideration for additional right-of-way to construct or compensate for the turn lane.
2. Existing topographic or roadway geometric features would cause construction of the turn lane to be prohibitively expensive if constructed to standards.
3. Unusual roadway features would cause a turn lane to be detrimental to the health, safety and general welfare of the public. This could include a case where a right-turn lane could negatively impact bicyclists or pedestrians.
4. Such turn lane or in its full dimension would require removal of a specimen or historic tree as described in Section 11.02.04.A of the Land Development Code or significantly impact a high quality wetland.

Calculation Examples

Example 1

A 30 mph 2 lane 2-way road. AADT of 4,000. Heavy Truck percentage into property: 15%. Largest Peak Hour projected left turns: 32 vph. Largest Peak Hour Projected Right Turns 62 vph.

Compare to Turn Volumes Threshold Tables

Is Left Turn lane required? 32 vph > 30 LTV threshold Yes. Left turn lane is required.

Is Right Turn lane required? 62 vph < 120 RTV threshold. No. Right turn lane is not required.

Calculate Left turn Length

See Left Turn Lane Table

For 30 mph,

Taper = 75 feet

Deceleration Length = 0 feet

SLDT for 32 vph = 50 feet

Truck factor for 5 to 20% trucks = 1.2

Full width length = 0 + (1.2 * 50) = 60 feet round up to nearest 10 feet → 60 feet

Final answer: Left turn lane length = 50 foot taper plus 60 feet full width lane = 110 feet.

Full width lane = 11 feet for 30 mph road with no special conditions.

Note: The transition from the typical two-lane width to the beginning of taper is covered in the FDOT Greenbook, which is referenced as the design guidelines for the transition.

Example 2

A 45 mph 4 lane road with divided median. AADT of 12,800. Heavy Truck percentage into property: 2 to 4%. Largest Peak Hour projected Left turns: 44 vph. Largest Peak Hour Projected Right Turns 164 vph.

Compare to Turn Volumes Threshold Tables

Is Left Turn lane required? 44 vph > 20 LTV threshold Yes. Left turn lane is required.

Is Right Turn lane required? 164 vph > 40 RTV threshold Yes. Right turn lane is required.

Calculate Left turn Length

See Left Turn Lane Table

For 45 mph

Taper = 100 feet

Deceleration Length = 100 feet (deceleration occurs in taper)

SLDT for 44 vph = 50 feet

Truck factor for 2-4% trucks = 1.0

Full width length = 100 + (1.0 * 50) = 150 feet round up to nearest 10 feet → 150 feet

Final answer: Left turn lane length = 100 foot taper plus 150 feet full width lane = 250 feet.

Full width lane = 12 feet for 45 mph road

Calculate Right Turn Length

See Right Turn Lane Table

For 45 mph

Taper = 100 feet

Deceleration Length = 100 feet (deceleration occurs in taper)

SLDT for 164 vph = 100 feet plus two units of 50 vph = 100 + (2.0*75) = 250 feet

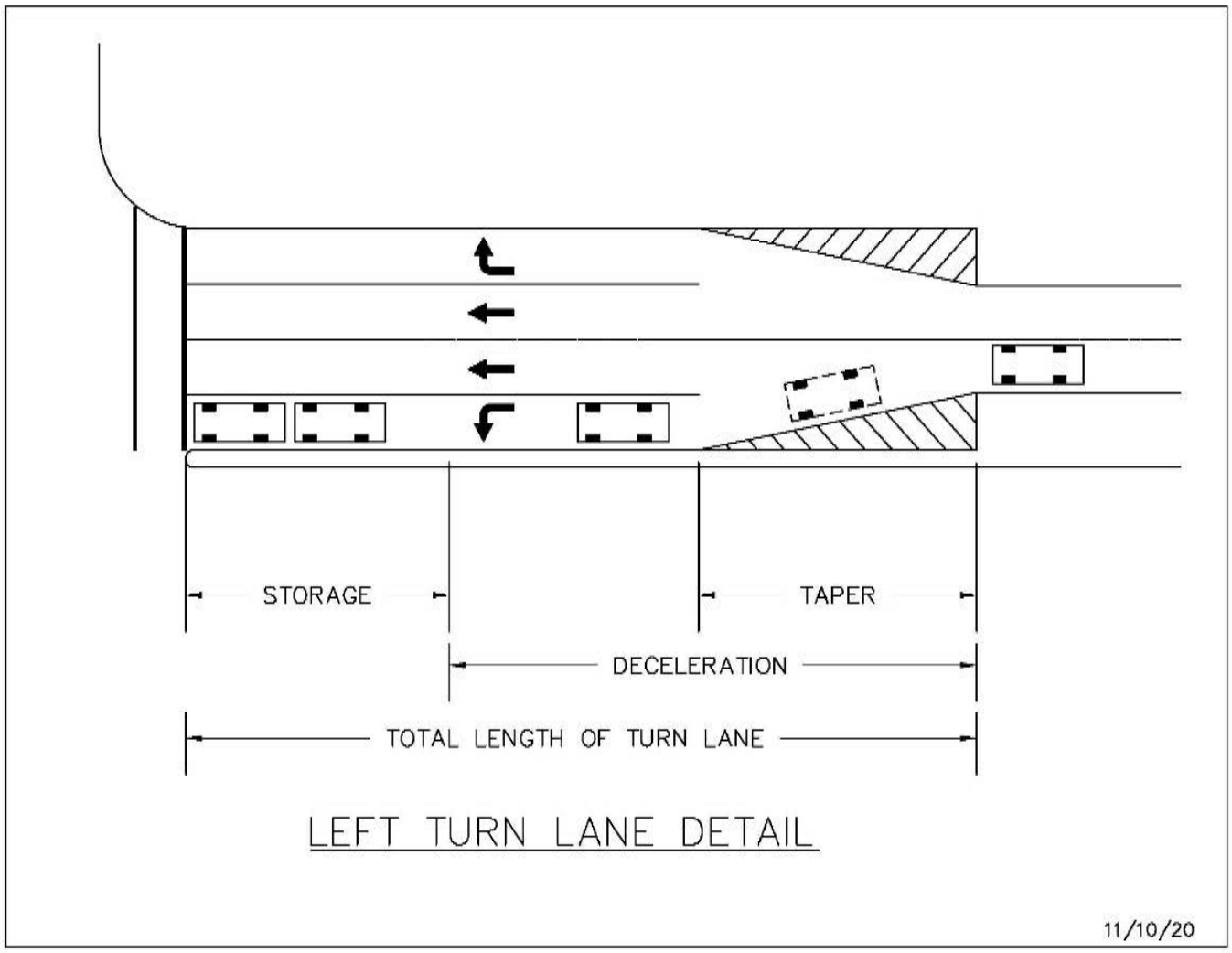
Truck factor for 2-4% trucks = 1.0

Full width length = 100 + (1.0 *((0.75) * 250)) = 100 + 187.5 feet = 287.5 feet round up to nearest 10 feet -> 290 feet

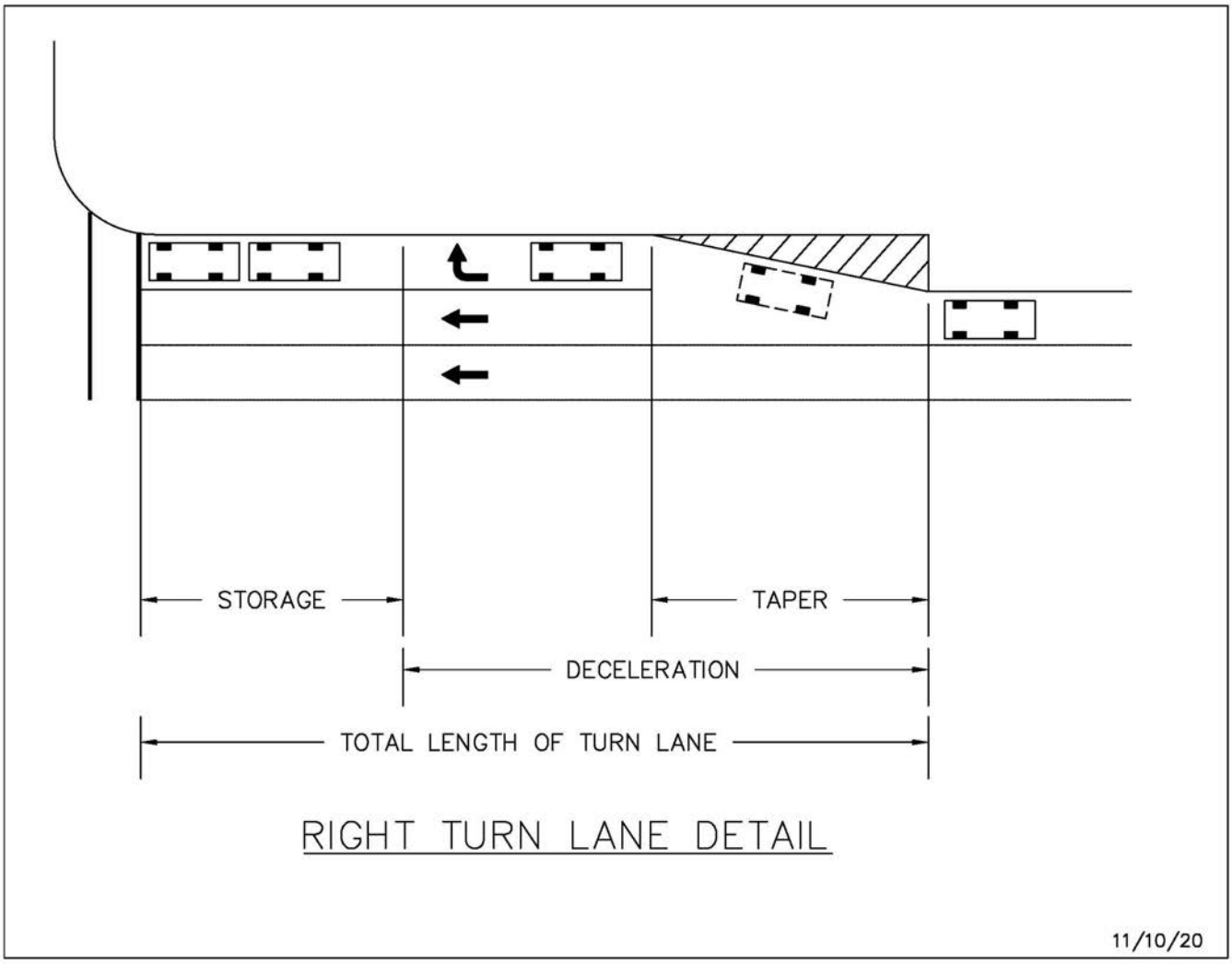
Final answer: Right turn lane length = 100 foot taper plus 290 feet full width lane = 390 feet.

Full width lane = 12 feet for 45 mph road.

Left Turn Lane Detail



Right Turn Lane Detail



Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal, of counsel
Kareen Movsesyan

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com

CHIUMENTO LAW

145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

June 25, 2026

RE: Parcel Identification Number 07-11-31-7033-0RP0F-0030
Red Mill Point, LLC

To Whom It May Concern:

Red Mill Point, LLC, a Florida limited liability company is the owner of approximately 35.41 acres located West of Rymfire Drive and East of N. State Street as further described on the attached **Exhibit "A".**

Currently, the owner has an application, application number #6212, into the City of Palm Coast to rezone the property from MFR-1 to MPD. Currently, the property has an approved Development Order with a Master Site Plan that was previously approved for 216 multifamily units. The intent of the application is to change the property's proposed ownership structure from multifamily condominiums to platted townhouse lots. The proposed MPD rezoning will cap the density to match the already approved 216 units approved by Technical Site Plan application number #4996. This request is subject to approval by the City Council, and has tentative public hearing dates scheduled as follows:

Planning and Land Development Regulation Board: August 19,2026 at 5:30pm.
City Council – First Reading: October 6, 2026 at 6pm.
City Council – Second Reading: October 20, 2026 at 9am.

As required by City Code, we will be having a neighborhood meeting on **Tuesday, July 14, 2026, 2026 at 6:00 p.m. at the Cafeteria (Building #3) of Rymfire Elementary School, 1425 Rymfire Drive, Palm Coast, Florida 32164** (see attached **Exhibit "B"** with directions on how to enter the school) to answer any of your questions. It is open to the public.

Sincerely yours,

Michael D. Chiumento III

EXHIBIT "A"


MILL DR
RED BARN DR
RESTON PL
N STATE ST
RED TOP LN
RED CLOVER LN
REGINA LN
REGENCY DR
REGENT LN
REYNOLDS PL
RYMFIRE DR

EXHIBIT "B"



Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Christy Earls
Diane A. Vidal, P.A.*
Thomas R. Pycraft *

145 City Place, Suite 301
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Fax: (386) 445-6702

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Palm Coast, FL 32137

57 W. Granada Blvd.
Ormond Beach, FL 32174

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com

CHIUMENTO LAW

Proudly serving Flagler and Volusia Counties for over 50 years

MEMORANDUM

TO: **CITY OF PALM COAST**

FROM: **MICHAEL D. CHIUMENTO III**

RE: **NEIGHBORHOOD MEETING SUMMARY/CONCERNS RAISED BY RESIDENTS**
RED MILL POINT, LLC
APPLICATION #6212

DATE: **JULY 21, 2026**

On Tuesday, July 14, 2026, we held the required neighborhood information meeting for the above referenced application. During the community meeting, residents identified the following primary concerns regarding the proposed development:

1. **Traffic**
   - Increased overall traffic volume.
   - Safety and operational concerns at nearby intersections.
   - Traffic conflicts involving nearby schools, including student and pedestrian safety.
2. **Environmental Impacts**
   - Protection of wetlands located on the property.
   - Preservation of existing vegetation, lakes, and other natural features.
3. **Density**
   - Opposition to the proposed number of residential units.
   - Requests that the overall density of the development be reduced.
4. **Dog Park**
   - Opposition to the inclusion of the proposed dog park.
5. **Discriminatory Comments**
   - One or more comments were made expressing opposition based on the race or skin color of prospective residents. These comments are noted solely as part of the meeting record and are not legitimate land-use considerations.
6. **Stormwater and Drainage**
   - Concerns regarding drainage.
   - Potential flooding impacts on adjacent properties.

7. **Property Values**
    - Concerns that the development could negatively affect surrounding property values.
8. **Employment and Commuting**
    - Concerns regarding additional population and increased commuting traffic associated with new residents traveling to work.
9. **Public Infrastructure**
    - School capacity and the ability of local schools to accommodate additional students.
    - Capacity of the wastewater (sewer) system.
    - Capacity and availability of potable water service.

This summary reflects the principal topics raised during the community discussion and is intended to identify the issues most frequently expressed by attendees. Attached please find the sign-in sheet from the meeting.

Red Mill Point, LLC

NEIGHBORHOOD MEETING – TUESDAY July 14, 2026

NAME	ADDRESS	PHONE NUMBER	E-MAIL ADDRESS
James Weikle	31 Regent Ln Palm Coast FL	6094339398	Chinob353@gmail.com
Liz Shanahan	73 Seattle	N/A	emashan@gmail.com
Elaine & Tom Lajoie	71 Red Mill Dr.	860-978-5625	thomasmlajoie@yahoo.com
Jim Goetsch	6 Red Fox Pl	386-313-3262	goetschjj@gmail.com
Rich Conner	10 Reston Pl	303-809-3809	RDConner@comcast.net
Melinda A. Guido	83 Red Mill drive	315-406-9464	hobbes1308@gmail.com
Dave M. Guido	83 Red Mill drive	315-730-0574	↓
Sonya Bock	66 Red Mill Dr.	815-791-2516	momabock@yahoo.com
Barbara Smith	29 Ryker La	386-986-0008	Barbrons@cfl.rr.com
Felipe Perin	5 Randall Pl	845.494-6792	Fperin@cfl.rr.com

Salvador Repollet	6 Randall PL.	386-313-2975	SREPOLLET@CFL.RR.COM
Marc Friedman / Elafriedman	10 Reindeer Lane	9542961407	marcfriedman2@aol.com
John Barry	27 Red Barn Dr	516-233-5551	Sbwall730@yahoo.com
GREGG Scott	21 Reynolds Pl	(386)338-7907	Scottmr386@gmail.com
Michael Henson	160 Lake Avenue	(386) 986 3787	mhenson@palmcoastgov.com
Helen F Dewey	87 Red BARN DR.	386-263-7195	DeweyFarm73@gmail.com
Dorothea + Tamara Gibson (Roberts) + children (2)	2 Reston PL 32164	(386)569-5531	Tamaragibson@aol.com

NOTIFICATION AFFIDAVIT FOR COMPREHENSIVE PLAN AMENDMENT & ZONING MAP AMENDMENT (REZONING) PUBLIC HEARING

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this 30 day of July, 2026 personally appeared Thomas Davidson who after providing personally Known as identification and who ____ **did**, ____ **did not** take an oath, and who being duly sworn, deposes and says as follows: "I have read and fully understand the provisions of this instrument".

1 (# of signs) signs have been posted on the subject property as described with **Application #** 6212

✓ At least fourteen (14) calendar days before the hearing date advertising the date, time, and location of the Planning & Land Development Regulation Board (PLDRB)

AND/OR

✓ At least fourteen (14) calendar days before the hearing date advertising the date, time, and location of the City Council 1st public hearing.

AND/OR

_____ At least ten (10) calendar days before the hearing date advertising the date, time, and location of the City Council 2nd public hearing.

Signature of Responsible Party

Thomas W. Davidson, 145 City Pl., Ste 301, Palm Coast, FL 32164
Print Name & Mailing Address

Signature of Person Taking Acknowledgement

Caroline McNeil
Name of Acknowledger (Typed, Printed or Stamped)

NOTARY PUBLIC STATE OF FLORIDA
CAROLINE MCNEIL
MY COMMISSION # HH 536164
EXPIRES: October 6, 2028
SEAL

This document, once executed, must be returned to a Land Development Technician in the City of Palm Coast Community Development Department prior to the hearing date. Failure to provide document by that time will result in the application not being placed on the agenda for a public hearing.

Please attach a photo of posted sign(s).


NOTICE OF PUBLIC HEARING


NOTICE OF PUBLIC HEARING

Michael Hanson, A.I.C.P

From: Michael Hanson, A.I.C.P
Sent: Monday, July 20, 2026 12:12 PM
To: Irene Schaefer; Phong Nguyen, PTP
Subject: FW: Red Mill point
Attachments: EA.pdf; UMAM Scores.pdf; TIA.pdf

Looping you in on the first public inquiry I received on Red Mill following the neighborhood meeting.

Michael Hanson, A.I.C.P
Senior Planner
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-3787
www.palmcoast.gov



From: Michael Hanson, A.I.C.P
Sent: Monday, July 20, 2026 12:00 PM
To: Barbrons
Cc: Michael Hanson, A.I.C.P
Subject: RE: Red Mill point

Good afternoon ma'am,

Thanks for your inquiry regarding the Red Mill Point MPD rezoning project. This MPD rezoning application is conceptual in nature and affects the underlying zoning of the land, if approved the applicant would then need to submit for a plat application to actually create the individual tracts and lots for the project.

Please see the embedded answers to your questions/statements below in *Italicized Red* text and the attached documentation as requested.

Have a great day.

Michael Hanson, AICP
Senior Planner
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-3787
www.palmcoast.gov



From: Barbrons <Barbrons@cfl.rr.com>
Sent: Sunday, July 19, 2026 7:22 PM
To: Michael Hanson, A.I.C.P <MHanson@palmcoastgov.com>
Subject: Red Mill point

Sent from my Galaxy

Sir after the meeting we spoke briefly. I understand you weren't anxious to answer my questions directly as you don't know me. *The neighborhood meetings are required by LDC Section 2.05.02 for the applicant/developer to host the meeting and discuss their projects with the neighbors. My place at them as staff is to answer process related questions pertaining to the rezoning application. I'm not sure exactly what questions you have in particular as I spoke with a number of residents that asked me questions that I assumed I had answered each question as it relates to the City.*

As a resident of this city of over 20 years I am concerned about the impact this development will cause. Personally I found all three of you evaded directly answering the questions asked. *As I mentioned, my role was to answer process related questions for the logistics of the rezoning application, and give dates for upcoming meetings, which I did during the meeting. Any technical related questions would pertain to the applicant/developer for their request as the project is an applicant requested application. That said you're more than welcome to attend any of the public hearings that are tentatively scheduled (I say tentatively as the applicant will have to complete public notice requirements found in LDC Sec. 2.05.03 prior to their items being heard) on:*

- *August 19th, 2026, for the Planning and Land Development Regulation Board at 5:30pm.*
- *October 6th, 2026, for City Council 1st Reading at 6pm.*
- *October 20th, 2026, for City Council 2nd Reading at 9am.*

Each of these meetings will be at the City Council Chambers at 160 Lake Avenue, Palm Coast, FL 32137. Additionally, if you are unable to physically attend, you can prepare written public participation that can be sent to PLDRB@palmcoastgov.com for the Planning Board meeting, or CityClerk@palmcoastgov.com for the City Council meetings. We ask that any public participation emailed in, be sent at least 24 hours before the public hearing to give time for the recording secretary to ensure that it is with the application's file so that the appointed and elected officials can see it. Additionally, both the Planning Board and City Council meetings can be streamed online at the City's YouTube Channel live or after the meetings so if you'd like to watch and unable to attend, or if you attend and wanted to go back and see it again.
Agendas for these meetings will be posted at Planning and Land Development Regulation Board Meetings and City Council Meetings, when they are available, approximately a week before the item is scheduled to be heard.

Upon reviewing the package we were given, several. Items disturb me. *Questions relating to the packet of slides the developer provided should be directed to the applicant Michael Chiumento (michael3@legalteamforlife.com) or the development manager Chuck Thompson (cthompson@northportusa.com) as that document was prepared by the developer for the purposes of the neighborhood meeting.*

First this so called study is several years old. The 2 lakes aren't shown as the resident stated. *I'm not entirely sure what the individual meant when he said "two lakes", there is a canal system on the rear boundary of the*

property. Here's a screenshot of a recent aerial map showing the subject property highlighted in a light blue-teal color.



Second. Where is last years traffic study , as indicated in the packet *Please see attached Transportation Impact Analysis (TIA) to this email, this is a 14mb sized file, so if it doesn't come through on the email to you let me know and I'll provide an alternative route for you to get access to it.*

Third. Has an environmental study been done. If so where is it . Has anyone considered the additional pollution from 400 more vehicles. Flooding sewage . Again the gentleman who works for the developer hedged his answer. *Please see the attached Environmental Assessment (EA) and UMAM Scores sheets.*

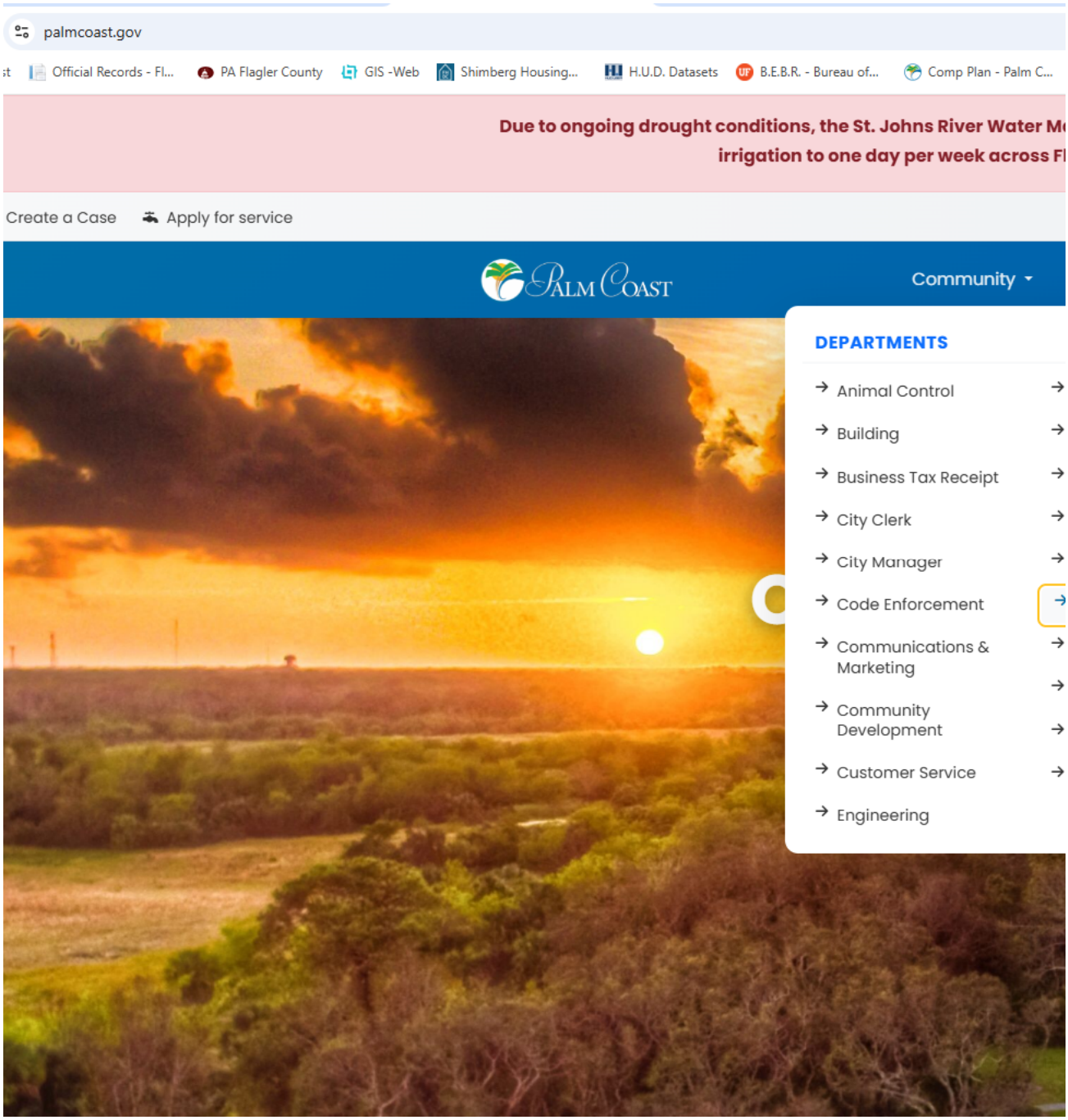
Fourth. The so called dog park public area should not be infront ofthe development. If a dog park will be built, let it be inside the complex *The applicant's intent for the dog park is to provide a public benefit, as the*

concept plan shows the design is for people walking along Red Mill Drive or from within the project to walk to access the proposed dog park. Locating the proposed dog park interior of the site would likely have the affect of it having no outside utilization as it would not be visible. Ultimately the design is up to the developer as long as it meets the code requirements, so it may be more practical to reach out to the applicant/developer on its potential location.

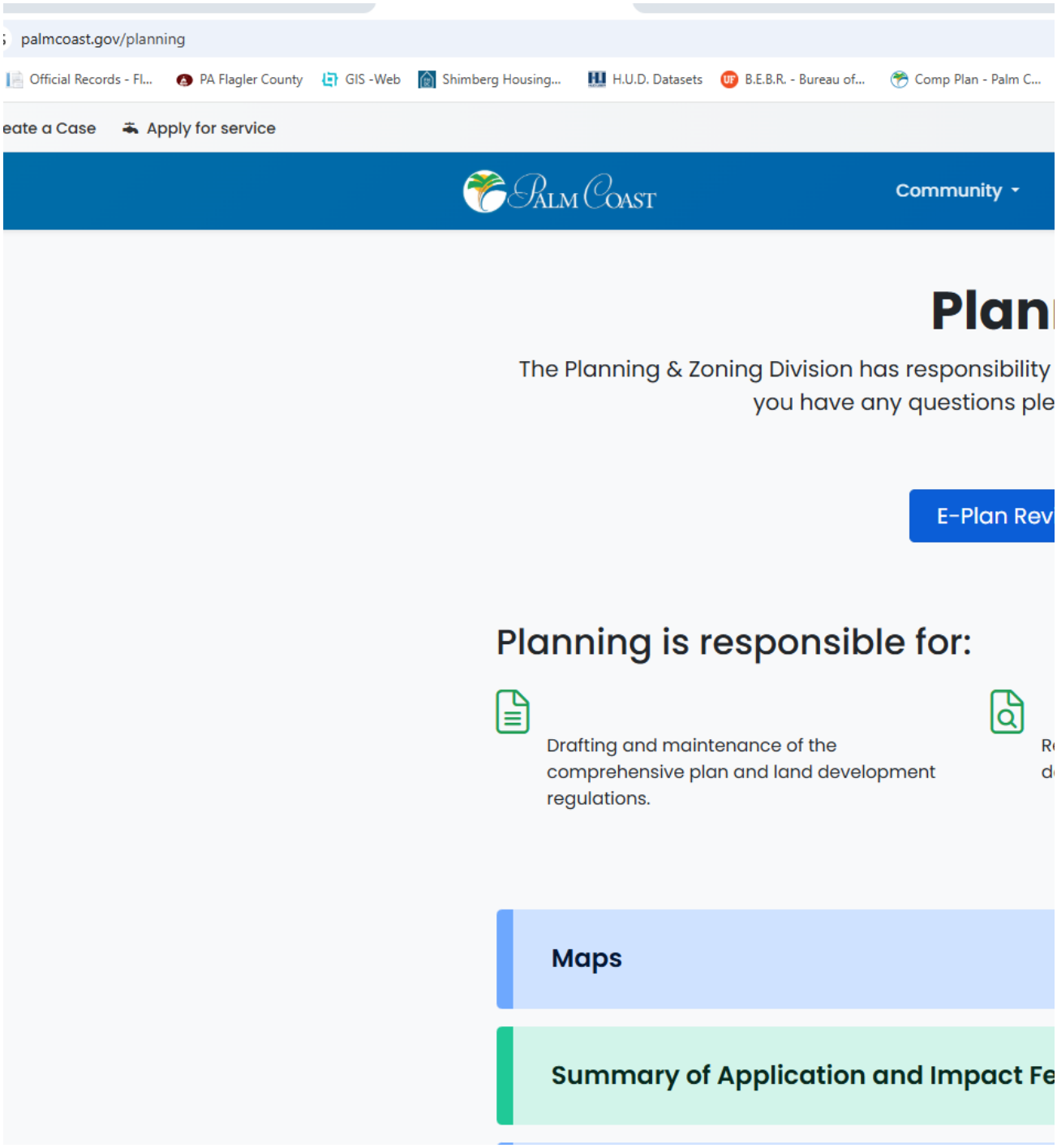
Fifth The access and egress on Red Mill is unacceptable, as residents who live directly across or down the street will be hampered by all the cars delivery trucks etc, entering any exiting the development. *Red Mill Drive is the only road available to the subject property as it is bordered by Red Oak Place to the north, Regency Drive to the south, and the existing canal system to the east. Please note that the access points were previously approved during the project's previous approval by City Council when it was being considered as a multi-family residential development. Developments with 100 or greater units are required to have two points of access from the project.*

As a resident, I am now requesting you to forward to me any and all recent surveys and studies done, as the packet didn't include them. We have every legal right to read and review these studies, and I would appreciate them prior to the August planning meeting. *Due to the size of all the applicant's submitted files, they will not all fit through an email, so I'll provide you with step-by-step instructions on how to access the requested documents yourself as a member of the public….*

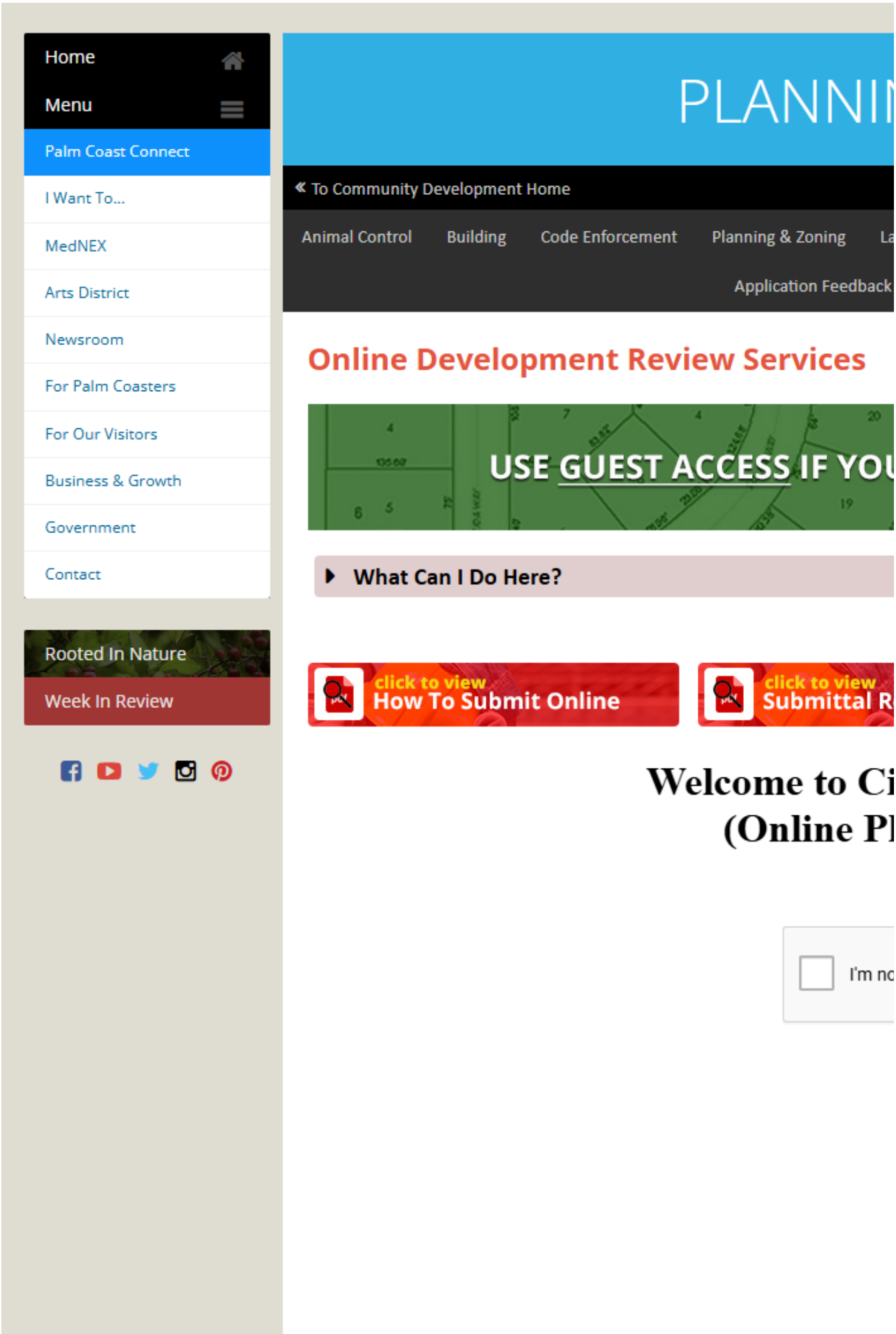
1. *Navigate an internet browser to the City's Home Page.*
2. *From there, hover your mouse over Departments and click on "Planning and Zoning"*



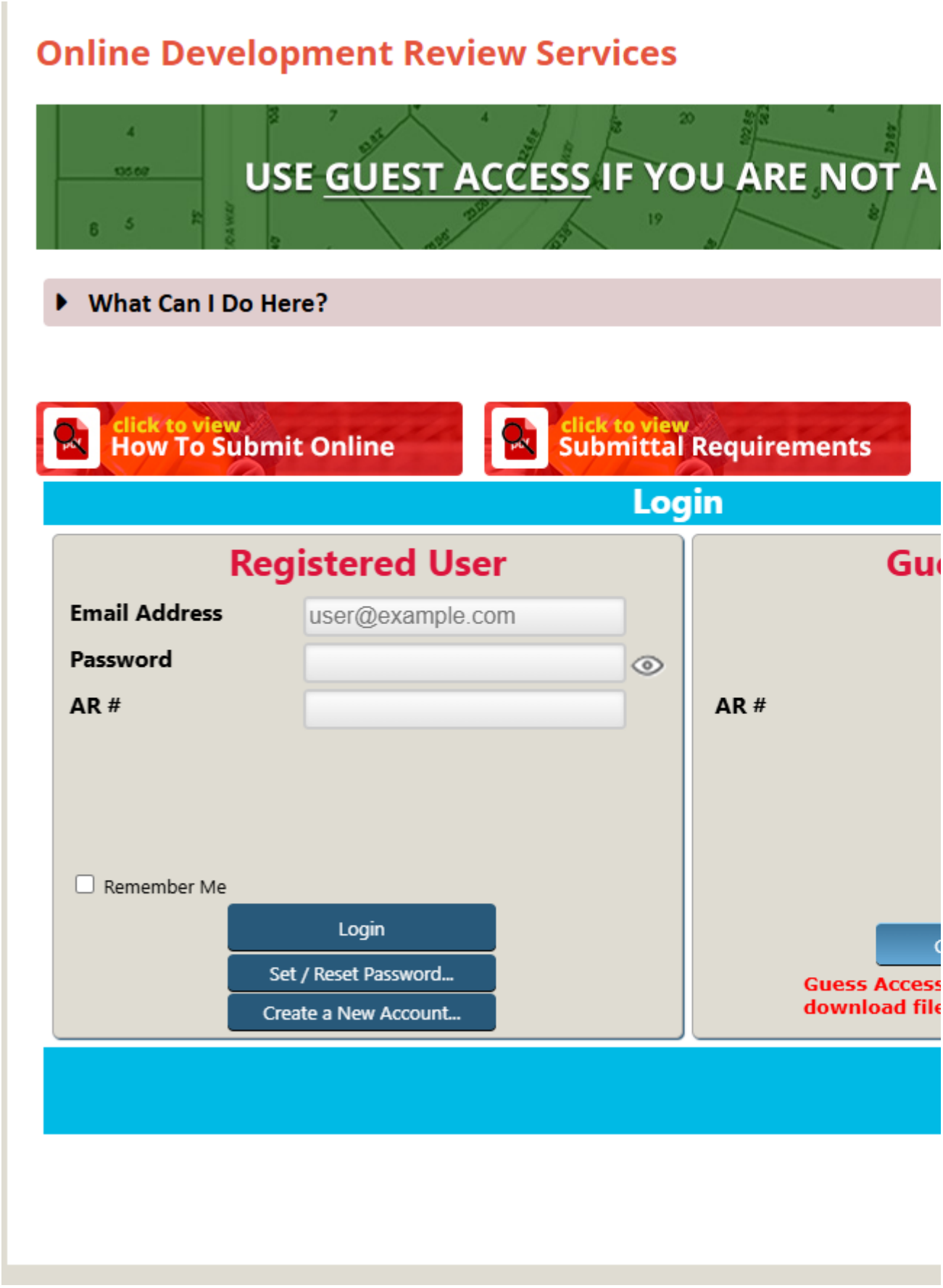
3. *On the Planning and Zoning webpage, click on "E-Plan Review"*



4. *Click on the "I'm not a robot" button*

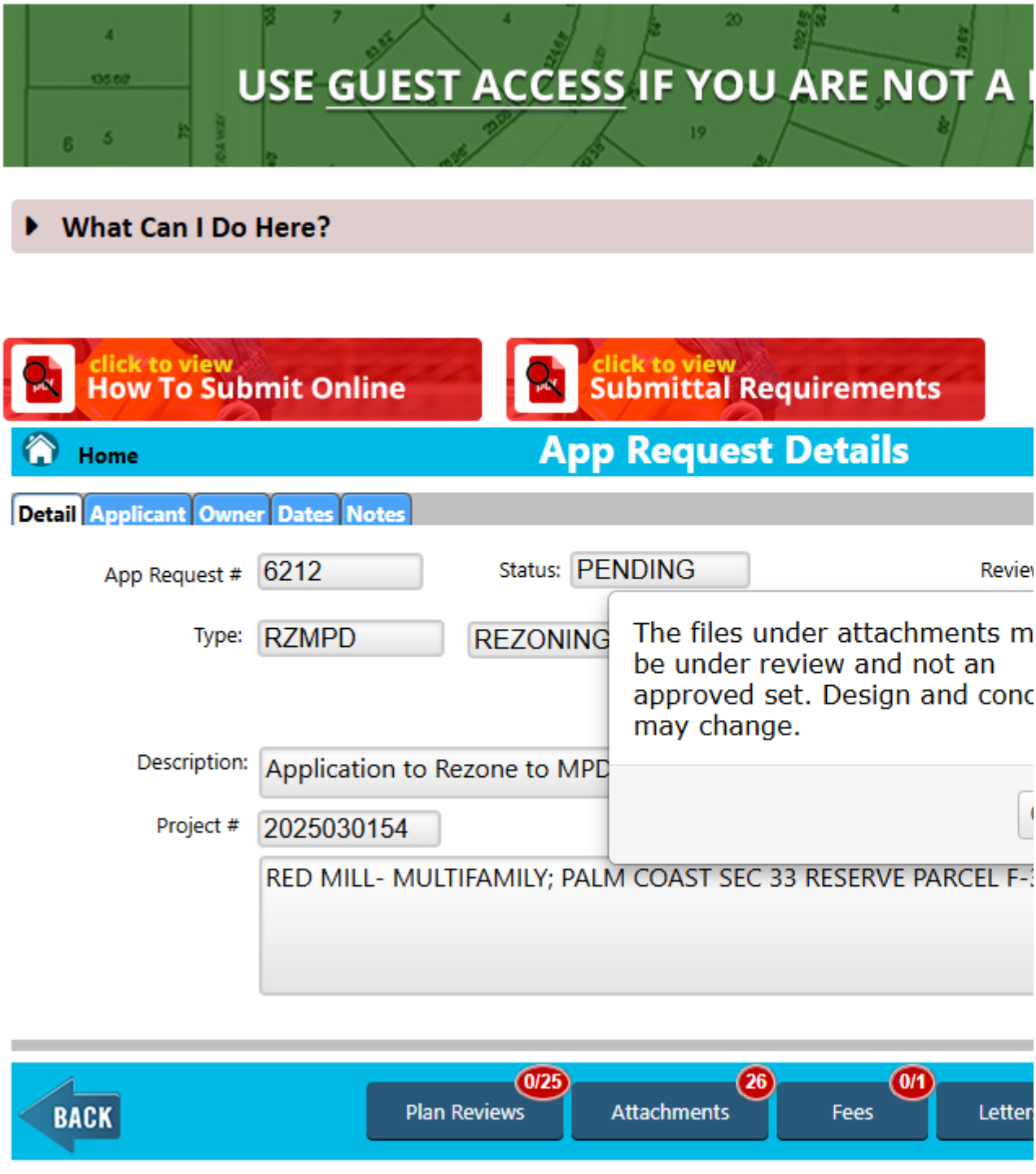

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Rooted In Nature
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Animal Control
Building
Code Enforcement
Planning & Zoning
Application Feedback
Online Development Review Services
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How To Submit Online
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5. *Type in the Redmill Point Project's AR# of 6212 into the box under Guest Access, then click on "Continue as Guest"*



6. *On the next page, they'll be a pop-up that says the attached files may be under review and are not approved. Click on the "OK" button*

Online Development Review Services



7. *From here you can click on "Attachments" to see all the documentation submitted through the E-Portal system by the applicant and view it on your own computer or save copies of files. Please note that newer documents appear towards the end of the submitted documents. There are blue colored arrows to navigate through the pages of submitted files.*
8. *Additionally, you can review project Comment Letters or Application Deficiency Letters (which they had to address to move on in the review process.*

This development will not only devalue the homes directly across and down the streets . It will overload a street that cannot handle the extreme additional traffic, and God knows how the environment will be affected.

Your cooperation in providing myself and others with the above data is appreciated. *You're most welcome. At the end of the day, we're here to safeguard the public trust, however, we are bound to act within the confines of State Statute, the Comprehensive Plan, and our Land Development Code. As a reminder the applicant already has a current development order approving 216 multifamily units (approved by City Council at their meeting on January 4th, 2022 – and the development order has been extended to get them to the current application request). The current request does not increase the density of the previous approval, but would allow the approved units to be platted to be fee-simple lots and owned by the individuals living in them rather than as rental properties.*

If you have questions or can't provide me with the data requested, please contact me at
386 986 0008

Thank you
Barbara RonsSmith

Instrument No: 2023031127 7/20/2023 11:00 AM BK: 2797 PG: 1843 PAGES: 5 -
RECORDED IN THE OFFICIAL RECORDS OF Tom Bexley, Clerk of the Circuit Court & Comptroller Flagler, FL

Prepared By:
Community Development Department
City of Palm Coast
160 Lake Avenue, Suite 135
Palm Coast, FL 32164

Return To:
City Clerk
City of Palm Coast
160 Lake Avenue, Suite 225
Palm Coast, FL 32164

Reserved for Recording Information:

CITY OF PALM COAST

TECHNICAL SITE PLAN WITH MASTER PLAN DEVELOPMENT ORDER APPROVAL

RED MILL POINTE

Unofficial Copy

On May 23, 2023, the City of Palm Coast issued this Development Order relating to and touching and concerning the following described property:

35.41 AC PALM COAST SEC 33 RESERVE PARCEL F-3 OR 553 PG 1539 OR 846 PG 1588-CD OR 984 PG 1608 OR 1292 PG 679 OR 1364/1515 OR 1622/1965 OR 1887/91 OR 2023/551

(The afore described property description has been provided to the City of Palm Coast by the owner of the afore described property.)

FINDINGS OF FACT

Property Owner: RED MILL POINTE, LLC
7345 GREENBRIAR PARKWAY
ORLANDO, FL 32819

Project Name: RED MILL POINTE
Project No.: 2007030016
Application Type: TECHNICAL SITE PLAN WITH MASTER PLAN
Application No. 4996

Requested Development Approval: Site Plan Approval for RED MILL POINTE MULTIFAMILY TOWNHOMES (in accordance with stamped approved plans)

Zoning Classification: MFR-1
FLUM: Mixed Use

Parcel #:07-11-31-7033-0RP0F-0030

Parcel Acreage: 35.41 AC

Site S.F.: 25,639.337

SITE DEVELOPMENT DATA

Building Use: Residential Townhomes

Bldg Height: 35'

Total Bldg Square Footage: 5.04 AC

Number of Bldgs: 33

Phase 1: 60 Units; Phase 2: 88 Units; Phase 3: 68 Units

Total Units: 216

(Use table only for Multi-Family Apartments)

Bldgs Numbers: 33	Units per Bldg:
Phase 1 - 9 Bldgs	60 Units
Phase 2 - 13 Bldgs	88 Units
Phase 2 - 11 Bldgs	68 Units

Amenity Center: 2,583

Parking Provided: Standard Spaces 506 (Single Garage Unit-189: Double Garage Units-54: Driveway Parking-216: Roadside Parking 34: Amenity Parking: 13)

Total Parking Spaces: 506

ADA Spaces: 39 Master Down Units + 9 Spaces throughout the site.

Impervious Surface Ratio (ISR): 29%

Pervious/Open Space: 71%

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CONCLUSIONS OF LAW

The Development Approval sought is consistent with the *City of Palm Coast Comprehensive Plan* and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances as set forth in the Code of Ordinances of the City of Palm Coast.

The Owners have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow, and perpetually burden the afore described property.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The afore mentioned application for Development Approval is **GRANTED**.

(2) All development of the property shall fully comply with all of the codes and ordinances in effect in the City of Palm Coast at the time of issuance of a development order and/or development permit, including but not limited to, all impact fee ordinances.

(3) Issuance of a Development Permit or Development Order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

(4) The conditions upon this development approval and the commitment made as to this development approval, which have been accepted by and agreed to by the Owner of the property is as follows:

PLENG - PLANNING ENGINEER
Comments:
Marked INFORMATION By: DENNIS R. LEAP, P.E. - (386)986-2482 - DLEAP@PALMCOASTGOV.COM
Sidewalk Fund Contribution (Informational Comment)
1. The contribution to the sidewalk fund is $51,226. The fee is based on the frontage along Red Mill Drive of 1,563.6 LF – 100 LF for the driveway widths = 1,463.6 LF for sidewalk fund length. The sidewalk fund contribution is $35/LF * 1,463.6 LF for sidewalk fund length = $51,226 for total sidewalk fund contribution. The payment into the sidewalk fund would be required prior to issuance of the Site Development Permit.

(5) This Development Order touches and concerns the afore described property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or in part by action of the City of Palm Coast by virtue of a document of equal dignity herewith. The Owners have expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(6) The terms and provisions of this Order are not severable and in the event any portion of this Development Order shall be found to be invalid or illegal then the entire Development Order shall be null and void.

(7) The Development Order shall remain valid for a period of twelve (12) months from the date of issuance. If construction has not commenced or is not continuing in good faith to conclusion during this valid period, this Development Order will expire. The Development Order

Unofficial Copy

may be extended, upon request, during the period of three (3) months before the expiration of the valid period. Staff may approve an extension not to exceed twelve (12) months. A maximum of three (3) extensions may be granted provided the development has a valid Certificate of Concurrency.

(8) No construction of any TYPE shall commence until a mandatory pre-construction meeting has been conducted with City Staff.

(9) Utility fees and applicable agreements shall be executed prior to issuance of a Site Development permit.

(10) All required federal, state, county, and/or local permits shall be acquired prior to construction.

(11) All projects located in Special Flood Hazard Area "A" or "AE" zone(s) shall meet Chapter 10.02, Unified Land Development Code and Chapter 15, Code of Ordinances regarding Flood Damage Protection regulations. These building(s) and associated utilities will require elevation certificates at all three stages (construction drawing, building under construction and final construction) at building permit.

(12) This Development Order satisfies the concurrency requirements for transportation, parks & recreation and fire. This Development Order is limited to the land uses and associated development as listed below:

Description: Multi-Family Apartments; Unit Amount: 216

Concurrency shall remain valid with the life of this Development Order.

Unofficial Copy

Done and Ordered on the date first written above.
As approved and authorized for execution by the
City of Palm Coast staff, through administrative review.

Attest:

Kaley Cook, Deputy City Clerk

City of Palm Coast, Florida

Ray Tyner, Deputy Chief Development Officer

____ Sign and Return
__✓_ Sign and Record

Development Order Affidavit

OWNER'S CONSENT AND COVENANT:

Project Name: RED MILL POINTE
Application Type: TECHNICAL SITE PLAN WITH MASTER PLAN
Application No.: 4996

COMES NOW, RED MILL POINTE, LLC, the Owner on behalf of itself and its successors, assigns and transferees of any nature, whatsoever, and consents to and agrees with the covenants to perform and fully abide by the provisions, terms, and conditions, and commitments set forth in this Development Order. Affiant states that he/she accepts the findings, as outlined in this Development Order, and further states that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing the said Development Order for RED MILL POINTE:

Unofficial Copy

RED MILL POINTE, LLC
7345 GREENBRIAR PARKWAY
ORLANDO, FL 32819

Authorized Signer

ACKNOWLEDGEMENT

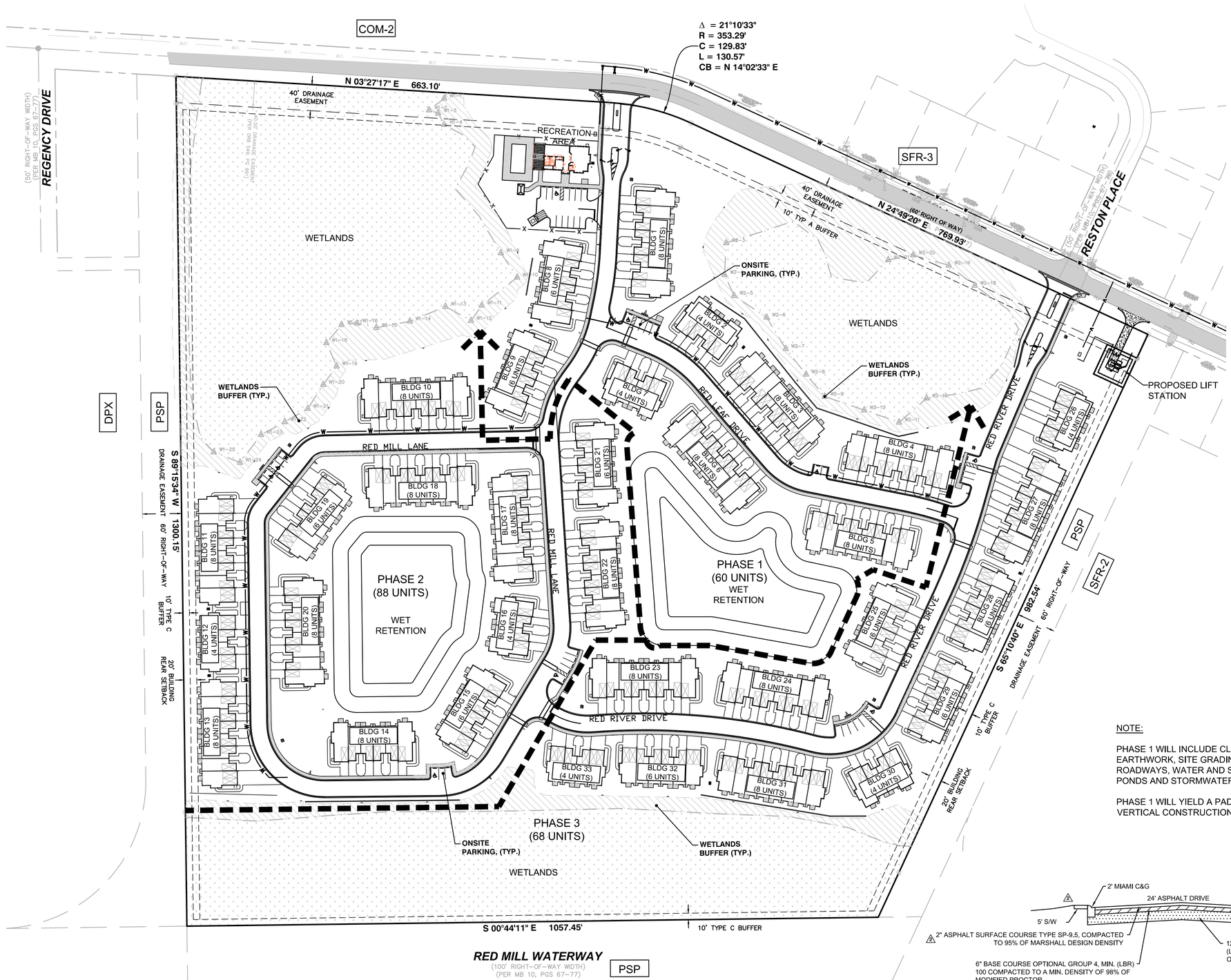
STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or _ online notarization, this 23rd day of May, 2023, by Robert Kociecki of RED MILL POINTE, LLC who is personally known to me or has produced _____ (type of identification) as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of May, 2023.

Notary Public State of Florida
Janet Oetterer
My Commission HH 072972
Expires 12/16/2024

Notary Public



COPC APPROVED: 6/6/2023
APP REQ #: 4996

SITE DATA:

PARCEL ID: 7-11-31-7033-0RP0F-0030
ZONING: MFR-1
FUTURE LAND USE: MIXED USE
PROPOSED USE: R2 APARTMENTS (2)
TOTAL SITE = 35.41 AC
WETLAND AREAS= 10.208 AC 28.8%
IMPERVIOUS AREA = 10.27 AC 29.0%
- CONC S/W = 0.54 AC
- BUILDING = 5.04 AC
- BLDG S/W = 0.29 AC
- CONC DRIVEWAY = 2.19 AC
- ASPHALT ROADWAY = 1.99 AC
- ASPHALT PARKING = 0.16 AC
- LIFT STATION = 0.06 AC

FLOOD ZONE: X
TOTAL UNITS = 216
- PHASE 1 = 60 UNITS
- PHASE 2 = 88 UNITS
- PHASE 3 = 68 UNITS

MAX. BUILDING HEIGHT = 35'
PARKING
- REQUIRED = 2 SPACES/UNIT
- 216 UNITS x 2 =432 SPACES
- PROVIDED PARKING
  - SINGLE GARAGE UNITS = 189 SPACES
  - DOUBLE GARAGE UNITS = 27 = 54 SPACES
  - DRIVEWAY PARKING (1 SP/UNITS) = 216
  - ROAD SIDE PARKING = 34 SPACES
  - AMENITY PARKING = 13 SPACES
  - TOTAL PROVIDED = 506 SPACES

ADA PARKING
- 39 MASTER DOWN UNITS W/ 13' WIDE DRIVEWAYS FOR HC PARKING
- 2% OF REMAINING UNIT PARKING AND ONSITE PARKING = 9 SPACES (PROVIDED THROUGHOUT THE SITE)

REQUIRED RECREATION AREA
- 216 UNITS x 2.5 PERSONS/UNIT = 540
- 540 PERSONS/1000 PERSONS x 8 ACRES
- = 4.32 ACRES REQUIRED RECREATION
  - ACTIVITY BASE = 2.70 ACRES
  - RECREATION BASED = 1.62 ACRES

PROVIDED RECREATION AREA
- ACTIVITY BASED = 2.86 ACRES
- SIDEWALK AREA = 0.54 ACRE
- AMENITY AREA = 0.98 ACRE
- RECREATION BASED = 9.81 ACRES

UTILITY SERVICES

WATER	CITY OF PALM COAST
WASTERWATER	CITY OF PALM COAST
ELECTRIC	FLORIDA POWER & LIGHT
TELEPHONE	AT&T
CABLE	SPECTRUM

NOTE:

PHASE 1 WILL INCLUDE CLEARING, CUT & FILL EARTHWORK, SITE GRADING AND CONSTRUCTION OF ALL ROADWAYS, WATER AND SEWER UTILITIES, RETENTION PONDS AND STORMWATER.

PHASE 1 WILL YIELD A PAD READY PRODUCT FOR VERTICAL CONSTRUCTION OF SUBSEQUENT PHASE 2 & 3.

TYPICAL ROADWAY SECTION
N.T.S.

No.	Date	Revision
1		
2		
1	10/7/22	CITY / SJRWMD REVIEW COMMENTS
2	8/9/22	CITY / SJRWMD REVIEW COMMENTS

cph
A Full Service A & E Firm
520 Palm Coast Pkwy. SW, Suite 200
Palm Coast, FL 32137
Ph: 386.445.6569
www.cphcorp.com

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Plans Prepared By:
CPH, LLC.
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000298

JASON R. KELLOGG, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE No. 56952, THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON R. KELLOGG, P.E. ON THE DATE INDICATED HERE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Jason R Kellogg
2023.03.20 15:28:54-04'00'
JASON R. KELLOGG, P.E.
REG# 56952

Designed by:	J. KELLOGG
Drawn by:	B. BENARD
Checked by:	J. KELLOGG
Date:	4/29/21
Job No.	B21701

RED MILL POINTE
PALM COAST/ FLAGLER COUNTY/ FLORIDA

OVERALL SITE PLAN

Sheet No. 3.0

J:\B21701\Civil\DWG_Current_Plan_Set\B21701 3.0 OSP.dwg, 3/20/2023 2:26:11 PM, Sansone, Luigi, _cph – Civil And Landscape.stb

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026

Agenda Item:
I.3

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

Subject: ORDINANCE 2026-XX LAKEVIEW ESTATES COMPREHENSIVE PLAN AMENDMENT APPLICATION # 5576

Presenter: **Michael Hanson, A.I.C.P, Senior Planner**

Attachments:

1. Power Point Presentation
2. Ordinance
3. Staff Report
4. Business Impact Estimate
5. Map Series
6. Applicant Cover Letter, Application, Corp ID, Owner Authorization
7. Applicant FLUM Analysis, FLUM Traffic Report, Environmental Report
8. Boundary Survey, Title Opinion Tract 9
9. Public Notice Documentation
10. Recorded Lakeview Estates MPD Ordinance

Original Background:

Request: This Future Land Use Map (FLUM) amendment has a companion Master Planned Development (MPD) Agreement amendment requesting the subject ±20-acre site be rezoned to permit General Commercial (COM-2) uses limited to a maximum height of 35 feet. Additionally, the COM-2 uses will be limited to not permit special exceptions for mini-warehouses, office warehouses, or self-storage on the site. The MPD amendment also requests changes to other tracts within the MPD which do not affect the FLUM amendment.

Michael Chiumento III of Chiumento Law, as agent for Matanzas GC Palm Coast LLC, is proposing to redesignate a ±20-acre portion of vacant land located on the east side of US Highway 1, approximately ±3,300 feet north of its intersection with Matanzas Woods Parkway from Greenbelt to Mixed Use in order for the applicant to develop a ±20 acre portion of Tract 9 for commercial uses.

Background: This property was previously developed and operated as part of the now defunct Grand Club Matanzas Golf Course, which permanently closed in 2007. At that time the property was zoned MPD with land designated as Greenbelt or Conservation. The current property owner purchased the former golf course in 2019. In January 2021, the City Council approved the Lakeview Estates Master Planned Development Agreement during a public hearing. The overall development (±280.6 acres) was assigned residential entitlements for 272 dwelling units under the Greenbelt designations density of one dwelling unit (du) per acre, and ±8.3 acres of institutional uses (meeting the Public Semi-Public zoning district) on Tract

9 after an environmental assessment reduced ±4.3 acres of potential land to be conserved to ±0.2 acres.

Since then, the developer has received approvals for 200 single-family residential units in Tract 1; 12 single-family residential units scattered on Tract 1, 2, 4, and 7; and most recently 9 single-family residential units on Tract 10. This results in the overall project maintaining residential entitlements for 51 dwelling units.

In 2024, the applicant requested the proposed FLUM amendment and companion MPD amendment. The proposed FLUM amendment would redesignate a ±20-acre portion of Tract 9 to Mixed Use. Mixed use allows a density of 15 du per acre. It is advisable to include a site specific limiting policy to ensure that the FLUM amendment does not create more density for the overall development than currently permitted. With this in place, and the development of the 20-acre tract as commercial uses, the remaining overall density entitlement for the project will be 39 du per acre.

This application has taken a significant amount of time as staff waited on multiple resubmittals from the applicant in order to make a complete application. Staff had originally requested a Transportation Impact Analysis (TIA) for the FLUM amendment area, which the applicant has requested through City Administration the ability to defer submitting the TIA until the Technical Site Plan application to develop Tract 9 for commercial uses. In place of the analysis that the TIA would bring, the applicant has requested a site specific limiting policy that caps the maximum daily trips of the subject area to what is currently allowed by the most intense use allowed in the Greenbelt FLUM designation.

The applicant hosted a neighborhood meeting as required by Unified Land Development Code (LDC) Section 2.05.02 at 5:30 p.m. Tuesday April 14th, 2026, in the cafeteria of Indian Trails Middle School. The applicant also met the public notice requirements of LDC Section 2.05.03. The neighborhood meeting had approximately 125 attendees. Since then, staff has been contacted by several of the surrounding residents with clarifying questions about the applicant's requests.

<u>Proposed Comprehensive Plan Text Amendment:</u> To facilitate the requested map amendment while protecting infrastructure capacity, staff recommends the adoption of the following site-specific limiting policy to the Future Land Use Element (FLUE): Policy 1.1.2.5 - For the 20-acre portion of Tract 9 of Lakeview Estates MPD, identified as Parcel ID No. 07-11-31-7037-0RP0A-0002 and legally described in Ordinance 2026- XX, designated as Mixed Use on the Future Land Use Map, development shall be subject to the following limitations:

1. Intensity Cap: Non-residential development shall generate no more than 1,815 PM Peak Hour trips, as determined by the latest edition of the ITE Trip Generation Manual and be capped in building height to no higher than 35 feet.
2. Density Cap: Residential density shall be capped to producing no more than one dwelling unit per acre.

<u>Planning and Land Development Regulation Board Meeting:</u> The Planning and Land Development Regulation Board (PLDRB) heard the Comprehensive Plan Amendment, application #5576, and its companion MPD Amendment, application #5575, at their May 20, 2026 meeting.

During the evening, the PLDRB unanimously approved a motion to delay public comment on the Comprehensive Plan Amendment until after the companion MPD Amendment, application #5575, had been presented to the PLDRB as well. 10 members of the public spoke in opposition to the proposed Comprehensive Plan Amendment and MPD Amendment.

The PLDRB voted five to one in favor of recommending approval of the Comprehensive Plan Amendment subject to the concurrent adoption of staff's draft FLUE Policy 1.1.2.5 serving as a site specific limiting policy capping the intensity and density of the 20-acre portion of Tract 9 of the Lakeview Estate MPD. The PLDRB voted six to zero in favor of recommending denial of the MPD Amendment subject to criteria analysis of LDC Section 2.05.05A finding the application contrary to public interest based on compelling evidence presented by the public during public comment in addition to analysis of LDC Sections 3.03.04.J1 and 3.03.04.J2.

City Council First Read: City Council heard this item at its September 1st meeting, and it was continued until the September 15th meeting. City Council voted to approve the Comprehensive Plan Amendment with a vote of three to one. Four members of the public spoke at the September 1st meeting, and two members of the public spoke at the September 15th meeting.

Updated Background: No changes to the Comprehensive Plan Amendment.

This is a Quasi-Judicial Item, please disclose all ex-parte communication.

Recommended Action:
THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD RECOMMENDS THAT CITY COUNCIL FIND APPLICATION #5576 CONSISTENT WITH THE COMPREHENSIVE PLAN AND APPROVE THE COMPREHENSIVE PLAN AMENDMENT FROM GREENBELT TO MIXED USE, SUBJECT TO THE CONCURRENT ADOPTION OF FLUE POLICY 1.1.2.5 LIMITING THE SITE'S DEVELOPMENT POTENTIAL.

City Council
Public Hearing

Lakeview Estates
FLUM and MPD Amendment
AR # 5575 & 5576

Revised 10/8/2026

Lakeview Estates
Future Land Use Map Amendment
Analysis and Recommendation
AR # 5576

Future Land Use Map Amendment

Findings Summary

- Public facilities are available to accommodate the impact of the FLUM amendment,
- Environmental standards for development will need to be met,
- Requested FLUM designation is consistent with the surrounding land use and development pattern,
- Requested FLUM is appropriate on US -1,
- The FLUM amendment is consistent with various policies of the Comprehensive Plan

PALM COAST

Future Land Use Map Amendment

Recommendation

The Planning and Land Development Regulation Board recommends that City Council find Application #5576 consistent with the Comprehensive Plan and approve the FLUM amendment from Greenbelt to Mixed Use, subject to the concurrent adoption of FLUE Policy 1.1.2.5 limiting the site's developmental potential.

Lakeview Estates
Master Planned Development Amendment
Analysis & Recommendation
AR # 5575

Updated for 9.15 Council Meeting

Proposed Conceptual Map Changes 9-1 to 9-15

MPD Amendment

Tract Map Comparison





PALM COAST

MPD Amendment

Project Amendments

The property owner, using clustering provisions of the LDC, the overall acreage of the project, and a field verified conservation area of ±0.2 acres ended up with residential entitlements of ±272 dwelling units (du). To date, 221 lots have received varying levels of approval (Preliminary and Final plats) between Tracts 1, 2, 4, 7, and 10 resulting in the project retaining 51 residential entitlements. The applicant's requested MPD DA Amendment relies on the potential approval of their requested FLUM amendment and has the effect of reducing the remaining residential entitlements from 51 du to 39 du due to the planned development of ±20 acres of COM-2 uses on Tract 9.

- The applicant is proposing to site the remaining 39 residential entitlements on Tract 3, these lots will likely be designed to be ±10,000 square feet or larger to make use of their proposed language for recreational vehicle garages, but at a minimum size lots meeting the Unified Land Development Code (LDC) requirements of the SFR-2 zoning district, which requires 7,500-square-foot lots which are compatible with the existing platted single-family residential lots found on nearby Lee Drive.
- The DA provides language for siting additional stormwater retention ponds in Tracts 3, 6, and 7, which supports the City's recent effort to add additional stormwater retention in the area by vacating Learning Lane and Leaf Lane.
- The applicant is also requesting to amend the allowed use on tract 8 to convey the City a site for a future City park at no cost and not subject to park impact fee credits.

PALM COAST

Updated for 9.15 Council Meeting

MPD Amendment

MPD DA Changes

9-1 to 9-15 versions

Following the City Council Meeting on 9/1/2026 the applicant has modified the proposed MPD Development Agreement Amendment and associated exhibits.

1. City Community Park: The applicant has added language to ensure the owner shall demonstrate that arsenic levels on Tract 8 are under limits for human occupation as regulated by Federal, State, and Local regulations prior to conveyance of the Tract to the City.
2. Project Description: Now includes a line providing the to date utilization of the residential entitlements (221) and remaining balance (39, assuming the FLUM amendment is approved).
3. Tract utilization table for Tract 9 is also updated to limit commercial uses to a cap of 250,000 square feet (SF) of development, and provides a new exhibit (Exhibit “C” to the MPD which provides clarification on the COM-2 uses the applicant is seeking.
4. Text for Tract 3 has been reworded to clarify that potential development on Tract 3 shall maintain a minimum 50-foot View Protection Zone (VPZ), and ensures that the VPZ may not be cleared during development of the tract.

Changes continue on next slide.

PALM COAST

Updated for 9.15 Council Meeting

MPD Amendment

MPD DA Changes

9-1 to 9-15 versions

5. Text for Tract 9 has been reworded to reference the intensity cap of 250,000 SF. Additionally, language has been provided to allow for potential waiver reductions to the landscaping buffers adjacent to US-1 and parking requirements. Such waivers are worded to follow existing LDC requirements for landscape betterment plans (approved by PLDRB), or parking flexibility studies based on Institute of Traffic Engineers' Parking Manual (administratively approved by the LUA in the LDC). These potential waivers are designed to ensure that the 100' VPZ on Tract 9 is maintained.
6. Section 4 – 13 added.

   "Prior to filing any application for development of Tract 3 or Tract 9, the Owner shall either (1) place a conservation easement over portions of the Subject Property prohibited from being developed ("Undeveloped Property") with the terms of such easement in a form acceptable to the City's LUA or (2) convey the Undeveloped Property pursuant to a mutually agreeable purchase and sale agreement approved by the LUA."

PALM COAST

Updated for 10.20 Council Meeting

MPD Amendment

MPD DA Changes 10-20 version

1. Section 4 – 13 amended.
   "Prior to filing any application for development of Tract 3 or Tract 9, the Owner shall either (1) place a conservation easement over portions of the Subject Property prohibited from being developed ("Undeveloped Property") with the terms of such easement in a form acceptable to the City's LUA or (2) convey the Undeveloped Property pursuant to a mutually agreeable purchase and sale agreement approved by the LUA." →
   "Prior to filing any application for development of Tract 3 or Tract 9, the Owner shall convey the Undeveloped Property pursuant to a mutually agreeable purchase and sale agreement approved by the LUA."

Changes continue on next slide.

PALM COAST

Updated for 10.20 Council Meeting

MPD Amendment

MPD DA Changes 10-20 version

2. Section 4 – 14 added.

"Existing vegetative screening in all View Protection Zones (VPZ) shall be maintained in perpetuity with no land clearing activities, except for those deemed necessary by the City for emergency services. Any other clearing activities within the VPZ is prohibited. In the event of any non-exempted clearing activities occurs, the property owner shall be required to replant the VPZ with a like for like replacement based on the diameter inches of trees cleared, with minimum replanting of trees of at least six (6) inches in diameter at breast height (dbh). The Land Use Administrator shall have approval of replacement species and spacing. Any tree replacement within a VPZ shall be made using native drought tolerant species. Further, tree removal or land clearing activities within the VPZ that are not exempted per this subsection shall be subject Code Enforcement action as prescribed in the City's Code of Ordinances, including administrative fines and liens as outlined in Section 2-211 of the Code of Ordinances, with fines accruing at a rate of $1,000 per day for first violation, and $5,000 per day for subsequent violations, until such violations are resolved."

PALM COAST

MPD Amendment

View Protection Zones – LDC Sec. 3.03.04(J)

The term and utilization of VPZ was established within the Lakeview Estates MPD DA that was adopted in 2021 to be consistent with the Land Development Code regulations related to development in former GCC Districts.

Section 3.03.04(J) of the LDC provides the following redevelopment criteria:

J. *Existing golf course communities. Existing golf courses communities located within the former Golf Course Communities (GCC) District seeking to add residential units must comply with the standards established for the Master Planned Development (MPD) District. In addition, the development shall utilize the following guidelines in order to minimize adverse impacts on any abutting single-family residentially zoned areas.*

1. *Existing direct golf course views from the rear yards of all existing, platted lots located within any residentially zoned districts directly abutting the site shall be maintained. Peripheral (i.e. side) views from these existing rear yards may be impacted by new development and new development may be visible from existing development.*

2. *Existing golf course views from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical.*

3. *Multifamily uses shall be surrounded by fairways, clubhouse, and/or other golf course facilities to buffer single-family areas within the same development. The multifamily uses shall not be located within 150 feet from any existing, platted lots located within a residentially zoned area.*

Palm Coast

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

A. *The proposed development must not be in conflict with or contrary to the public interest;*
B. *The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;*
C. *The proposed development must not impose a significant financial liability or hardship for the City;*
D. *The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;*
E. *The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.*

PALM COAST

A. The proposed development must not be in conflict with or contrary to the public interest;

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

- The proposed MPD amendment ultimately would reduce the remaining residential entitlements from 51 to 39 remaining du on the subject property as ±20 acres would be slotted for commercial development adjacent to US Highway 1.
- The conveyance of Tract 8 as a City park site without requiring the City to buy the land or for park impact fee credits is a benefit to the neighborhood.
- The proposed residential uses on Tract 3 adjacent to Lakeview Boulevard are likely the most significant impact to the surrounding neighborhood; however, the minimum sizes of the proposed residences would match the existing residential neighborhood's zoning of SFR-2.
- The applicant's request to be able to site recreational vehicle garages as an accessory use on any residential lot 10,000 or more square feet has the potential to reduce the need of residents with recreational vehicles or boats from having to utilize private off-site storage options.
- The neighborhood meeting did have ±125 individuals attend, so there is clearly a vested interest by the public in the proposed MPD DA amendment; however, due to the nature of the neighborhood meeting and its technical limitations, it is difficult to gauge consensus on the public's interest.

Palm Coast

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

The request is consistent with the Comprehensive Plan. However, its staff's opinion that the applicant's request is not totally consistent with the following sections of the Unified Land Development Code (LDC):

- ***Section 3.03.04.J.1.*** *Existing direct golf course views from the rear yards of all existing, platted lots located within any residentially zoned districts directly abutting the site shall be maintained. Peripheral (i.e. side) views from these existing rear yards may be impacted by new development and new development may be visible from existing development.*
- ***Section 3.03.04.J.2.*** *Existing golf course views from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical.*

Palm Coast

C. The proposed development must not impose a significant financial liability or hardship for the City;

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

- Potable water and sewer services are available to serve the project.
- Through the development review process, further analysis of the development impact on public infrastructure will be completed.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

- The project already has approved residential entitlements to support a total of 272 du on the site. The proposed MPD Amendment reduces the overall density of the project area by reducing the residential entitlements 260 units. At this time 221 residential entitlements have been used. Additionally, it provides land for a public park site, and language to require emergency access to US Highway 1.
- At this time the proposed amendment does not create by itself an unreasonable hazard; however, during the platting process, City review staff shall evaluate the proposed project to ensure compliance with all applicable code requirements.

PALM COAST

E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

- The subject property will be required to comply with the MPD Development Agreement, City's Land Development Code (LDC), Comprehensive Plan, and the requirements of all other applicable local, state and federal agencies throughout the development process.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

A. Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.

D. Compatibility within the development and relationship with surrounding neighborhoods.

E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.

F. The feasibility and compatibility of development phases to stand as independent developments.

PALM COAST

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis (continued)

G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.

H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master Planned Development District classification.

I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.

J. Impact upon the environment or natural resources.

K. Impact on the economy of any affected area.

A. Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The proposed application remains consistent with and will further the goals and objectives of the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The development standards in the MPD remain generally consistent with the standards established by the LDC.

C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The proposed changes will not cause the MPD Agreement to further depart from customary standards in the LDC.

D. Compatibility within the development and relationship with surrounding neighborhoods.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The proposed uses are similar to existing developments. The neighborhood of the Matanzas Woods area includes SFR-1, SFR-2, SFR-3 and MFR-1 zoning districts. The proposed development is compatible with those zoning districts. In addition, a neighborhood park is compatible with the residential uses found in the area. The height limitation on tract 9 and enhanced vegetative buffers within the VPZ areas help to ensure compatibility with the existing neighborhood. Furthermore, staff's VPZ recommendation helps to ensure compatibility with adjacent existing properties.

E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- As required by the LDC, future development applications will be analyzed in further detail to determine if there is adequate public infrastructure capacity to serve the development. Other public service needs will also be reviewed in more detail as the development review progresses. For example, future applications for development will require further environmental analysis, utility agreements, coordination with Flagler Schools, etc. before approval. The subject project will be required to pay applicable impact fees to accommodate its impact on the public infrastructure and services.

F. The feasibility and compatibility of development phases to stand as independent developments.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The developer has not shown any specific phasing of the project. However, various tracts within the MPD are situated where they can adequately be developed independently through the platting process.

G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The applicant previously submitted a Transportation Impact Study when the application was heard in 2021 that demonstrated that all roadways within the study area with the project's traffic included will operate at the City's adopted level of service. This amendment reduces the overall density of the MPD and the applicant has requested a site-specific limiting policy to cap the amount of traffic on Tract 9 to what is currently allowed. The applicant did not provide an updated Transportation Impact Analysis (TIA) with this application after making a request to City Administration, so staff is unable to evaluate the proposed distribution on US Highway 1 for the ±20-acre commercial site. An updated TIA shall be required during the Technical Site Plan stage of Tract 9's commercial development for further review.

H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master Planned Development District classification.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The MPD DA amendment reduces residential density, provides additional stormwater, a City park site without cost to the City, and commercial uses along US Highway 1's expanding commercial corridor which could ultimately reduce trip ends to other areas of the City when developed. This project is consistent with the requirements of an MPD to provide a public benefit.

I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The request adds more commercially designated land to the City and results in a minor reduction of density of the MPD. The proposed uses are similar to the existing residential neighborhood and do not request a reduction in lot sizes from the existing adjacent neighborhood. The proposed height limitation helps ensure compatibility with the existing residential land uses, and although the VPZ areas are reduced in width from the approved MPD DA, the language for enhanced vegetative screening helps buffer existing land uses from those within the MPD.

J. Impact upon the environment or natural resources.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The landowners will be required to submit all applicable environmental reports or studies as required by the LDC during subsequent development. These studies will include environmental resource assessments, cultural resources, soil and groundwater analyses, stormwater calculations, floodplain analysis, and threatened and endangered species studies as applicable during the site plan or platting process for any new project within the MPD.

K. Impact on the economy of any affected area.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The residents that will inhabit these new homes will have a positive impact on State and local income including permit and impact fees, taxes, and other sources. The project will also provide a significant number of constructions jobs, which should have a positive direct and indirect impact on the local economy. Further the applicant's analysis of the commercial development at Tract 9 estimates that ±250,000 gross square feet could be developed which will enhance the City's nonresidential tax base.

MPD Amendment

Findings Summary

- Public facilities are available to accommodate the impact of the MPD amendment,
- The requested MPD amendment meets the developmental criteria of LDC Sections 2.05.05 and 2.09.04,
- The requested MPD amendment is generally consistent with the Comprehensive Plan and Unified Land Development Code.

MPD Amendment
PLDRB

- The Planning and Land Development Regulation Board (PLDRB) heard the Comprehensive Plan Amendment, application #5576, and its companion MPD Amendment, application #5575, at their May 20, 2026 meeting.

- During the evening, the PLDRB unanimously approved a motion to delay public comment on the Comprehensive Plan Amendment until after the companion MPD Amendment, application #5575, had been presented to the PLDRB as well. 10 members of the public spoke in opposition to the proposed Comprehensive Plan Amendment and MPD Amendment.

- The PLDRB voted five to one in favor of recommending approval of the Comprehensive Plan Amendment subject to the concurrent adoption of staff's draft FLUE Policy 1.1.2.5 serving as a site specific limiting policy capping the intensity and density of the 20-acre portion of Tract 9 of the Lakeview Estate MPD.

- The PLDRB voted six to zero in favor of recommending denial of the MPD Amendment subject to criteria analysis of LDC Section 2.05.05A finding the application contrary to public interest based on compelling evidence presented by the public during public comment in addition to analysis of LDC Sections 3.03.04.J1 and 3.03.04.J2.

PALM COAST

MPD Amendment Recommendation

The Planning and Land Development Regulation Board recommends that the City Council finds the proposed MPD Amendment (Application No. 5575) not consistent with the Comprehensive Plan and deny the application.

Next Steps

- The developer will be required to submit for a Technical Site Plan application prior to developing Tract 9 and will need to plat Tract 3.
- Depending on the gross square footage of development on Tract 9, it may be required to come back to either the PLDRB or City Council.

Staff is available for any questions and the applicant's team is in attendance.

Thank you.

ORDINANCE 2026-____
COMPREHENSIVE PLAN AMENDMENT TO
LAKEVIEW ESTATES APPLICATION 5576

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE CITY OF PALM COAST 2050 COMPREHENSIVE PLAN, AS AMENDED, PURSUANT TO SECTION 163, FLORIDA STATUTES; AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FOR A ±20 ACRE PORTION OF TRACT 9 OF CERTAIN REAL PROPERTY DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBER 07-11-31-7037-0RP0A-0002, GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 1 APPROXIMATELY ±3,300 FEET NORTH OF ITS INTERSECTION WITH MATANZAS WOODS PARKWAY AND BEING MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT A, FROM GREENBELT TO MIXED USE AND AMENDING THE FUTURE LAND USE ELEMENT PROVIDING A SITE-SPECFIC LIMITING POLICY CAPPING DENSITY AND INTENSITY; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast enacted Ordinance 2025-06, adopting the City *of Palm Coast 2050 Comprehensive Plan* which includes the City of Palm Coast Future Land Use Map (FLUM), which Plan and FLUM have been amended from time-to-time; and

WHEREAS, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

WHEREAS, MATANZAS GC PALM COAST LLC, a Florida limited liability company ("Owner") is the Owner of the property further described in "Exhibit A"; and

WHEREAS, the Owner is has requested to amend the future land use designation of the property described in Exhibit A from City of Palm Coast Future Land Use Designation of Greenbelt to City of Palm Coast Future Land Use Designation of Mixed Use; and

WHEREAS, the City of Palm Coast Planning and Land Development Regulation Board (PLDRB) acting as the City's Local Planning Agency, considered the proposed map

amendments at a public hearing on May 20, 2026, and voted to recommend Approval of the proposed Comprehensive Plan Amendment; and

WHEREAS, on September 1, 2026, and October 20, 2026 the City of Palm Coast City Council held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendment; and

WHEREAS, the Comprehensive Plan amendments adopted by this Ordinance complies with the requirements of the Community Planning Act, the State Comprehensive Plan as set forth in Chapter 187, Florida Statutes, as well as other applicable law, and is consistent with the goals, objectives, and policies and the overall land use plan of the City's *Comprehensive Plan*; and

WHEREAS, the City Council of the City of Palm Coast hereby reaffirms its commitment to the goal of enacting and implementing sound growth management practices within the City; and

WHEREAS, the City Council of the City of Palm Coast finds that this Ordinance is in the best interests of the health, safety, and welfare of the citizens of Palm Coast.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA, THAT THE FUTURE LAND USE MAP IS AMENDED AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council of the City of Palm Coast.

SECTION 2. FUTURE LAND USE MAP AMENDED. The ±20-acre portion of Tract 9 of certain real property described as tax parcel identification number 07-11-31-7037-0RP0A-0002, generally located on the east side of US Highway 1 approximately ±3,300 feet north of its intersection with Matanzas Woods Parkway and being more particularly described in attached Exhibit A, is hereby amended from the City of Palm Coast Future Land Use Designation of Greenbelt to the City of Palm Coast Future Land Use Designation of Mixed Use.

SECTION 3. FUTURE LAND USE ELEMENT SITE SPECIFIC LIMITING POLICY. The Future Land Use Element is amended to add Policy 1.1.2.5 - For the 20-acre portion of Tract 9 of Lakeview Estates MPD, identified as Parcel ID No. 07-11-31-7037-0RP0A-0002 and legally described in Ordinance 2026-XX, designated as Mixed Use on the Future Land Use Map, development shall be subject to the following limitations:

1. Intensity Cap: Non-residential development shall generate no more than 1,815 PM Peak Hour trips, as determined by the latest edition of the ITE Trip Generation Manual and be capped in building height to no higher than 35 feet.

2. Density Cap: Residential density shall be capped to producing no more than one dwelling unit per acre.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provision of the Ordinance.

SECTION 5. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to Section," "Article," or other appropriate word.

SECTION 6. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this

amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

APPROVED on first reading this 15th day of September 2026.

ADOPTED on second reading after due public notice and hearing this 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment:
Exhibit “A” – Legal Description
Exhibit “B” – Amended Future Land Use Map

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF RESEVED PARCEL "C", LAKEVIEW – SECTION 37 PALM COAST PARK AT PALM COAST, AS RECORDED IN MAP BOOK 13, PAGES 1 THROUGH 29 INCLUSIVE, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, BEING THE NORTHWEST CORNER OF SAID RESERVED PARCEL "C" (SAID POINT BEING LOCATED ON THE EASTERLY RIGHT–OF–WAY LINE OF U.S. HIGHWAY NO. 1, A VARIABLE WIDTH PUBLIC RIGHT–OF–WAY); THENCE DEPARTING SAID RIGHT–OF–WAY LINE ALONG THE NORTHERLY LINE OF SAID PARCEL "C", NORTH 89°26'28" EAST FOR A DISTANCE OF 338.33 FEET; THENCE DEPARTING SAID NORTHERLY LINE SOUTH 09°19'20" EAST FOR A DISTANCE OF 461.65 FEET TO A NON–TANGENT CURVE TO THE LEFT HAVING AN ARC LENGTH OF 34.59 FEET, A RADIUS OF 430.06 FEET, A CENTRAL AGLE OF 04°36'28", A CHORD BEARING OF SOUTH 07°15'28" EAST AND A CHORD LENGTH OF 34.58 FEET TO A POINT OF TANGENCY; THENCE SOUTH 09°33'42" EAST FOR A DISTANCE OF 297.51 FEET; THENCE NORTH 80°26'17" EAST FOR A DISTANCE OF 125.00 FEET TO THE WESTERLY RIGHT–OF–WAY LINE OF LONDON DRIVE, A 60–FOOT WIDE PUBLIC RIGHT–OF–WAY PER SAID PLAT OF LAKEVIEW SECTION 37; THENCE ALONG SAID RIGHT–OF–WAY LINE SOUTH 09°34'33" EAST FOR A DISTANCE OF 6.16 FEET; THENCE DEPARTING SAID RIGHT–OF–WAY LINE SOUTH 80°26'17" WEST FOR A DISTANCE OF 225.00 FEET; THENCE SOUTH 09°33'43" EAST FOR A DISTANCE OF 1640.61 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 261.00 FEET, A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 18°07'34", A CHORD BEARING OF SOUTH 18°37'30" EAST AND A CHORD DISTANCE OF 259.91 FEET TO A NON–TANGENT LINE; THENCE DEPARTING SAID CURVE ALONG SAID LINE SOUTH 78°45'33" WEST FOR A DISTANCE OF 524.16 FEET TO THE AFOREMENTIONED EASTERLY RIGHT–OF–WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG SAID RIGHT–OF–WAY LINE FOR THE FOLLOWING FIVE (5) COURSES; THENCE NORTH 09°59'31" EAST FOR A DISTANCE OF 128.08 FEET; THENCE SOUTH 89°43'01" WEST FOR A DISTANCE OF 5.08 FEET; THENCE NORTH 09°59'31" EAST FOR A DISTANCE OF 253.32 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 655.07 FEET, A RADIUS OF 2030.05 FEET, A CENTRAL ANGLE OF 18°29'19", A CHORD BEARING OF NORTH 00°44'52" EAST AND A CHORD DISTANCE OF 652.23 FEET TO A POINT OF TANGENCY; THENCE NORTH 08°29'47" WEST FOR A DISTANCE OF 179.58 FEET; THENCE SOUTH 81°30'12" WEST FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 08°29'47" WEST FOR A DISTANCE OF 1583.88 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

EXHIBIT B
AMENDED FUTURE LAND USE MAP



COMMUNITY DEVELOPMENT DEPARTMENT
COMPREHENSIVE PLAN AMENDMENT STAFF REPORT
CITY COUNCIL
PUBLIC HEARING ON OCTOBER 20, 2026

OVERVIEW

Application Number:	5576
Applicant:	Michael Chiumento III, Esq. Chiumento Law, agent for owner
Property Description:	The east side of US Highway 1, approximately ±3,300 feet north of its intersection with Matanzas Woods Parkway
Property Owner:	Matanzas GC Palm Coast LLC
Parcel ID #:	07-11-31-7037-0RP0A-0002, 07-11-31-7037-0RP0A-0011
Current FLUM:	Greenbelt
Current Zoning:	Lakeview Estates Master Planned Development (MPD) – Tract 9
Current Use:	Vacant
Size of Property:	±280.6 acres Overall (±32.5 acres Tract 9)
Requested Action:	Future Land Use Map (FLUM) amendment from the Greenbelt land use designation to the Mixed Use land use designation for a ±20-acre portion of Tract 9 with a site specific limiting policy capping the maximum PM peak hour trips, and the maximum density.

ANALYSIS

REQUESTED ACTION

This Future Land Use Map (FLUM) amendment has a companion Master Planned Development (MPD) Agreement amendment requesting the subject ±20-acre site be rezoned to permit General Commercial (COM-2) uses limited to a maximum height of 35 feet. Additionally, the COM-2 uses will be limited to not permit special exceptions for mini-warehouses, office warehouses, or self-storage on the site. The MPD amendment also requests changes to other tracts within the MPD which do not affect the FLUM amendment.

Michael Chiumento III of Chiumento Law, as agent for Matanzas GC Palm Coast LLC, is proposing to redesignate a ±20-acre portion of vacant land located on the east side of US Highway 1, approximately ±3,300 feet north of its intersection with Matanzas Woods Parkway from Greenbelt to Mixed Use in order for the applicant to develop a ±20 acre portion of Tract 9 for commercial uses.

BACKGROUND/SITE HISTORY

This property was previously developed and operated as part of the now defunct Grand Club Matanzas Golf Course, which permanently closed in 2007. At that time the property was zoned MPD with land designated as Greenbelt or Conservation. The current property owner purchased the former golf course in 2019. In January 2021, the City Council approved the Lakeview Estates Master Planned Development Agreement during a public hearing. The overall development (±280.6 acres) was assigned residential entitlements for 272 dwelling units under the Greenbelt designations density of one dwelling unit (du) per acre, and ±8.3 acres of institutional uses

(meeting the Public Semi-Public zoning district) on Tract 9 after an environmental assessment reduced ±4.3 acres of potential land to be conserved to ±0.2 acres.

Since then, the developer has received approvals for 200 single-family residential units in Tract 1; 12 single-family residential units scattered on Tract 1, 2, 4, and 7; and most recently 9 single-family residential units on Tract 10. This results in the overall project maintaining residential entitlements for 51 dwelling units.

In 2024, the applicant requested the proposed FLUM amendment and companion MPD amendment. The proposed FLUM amendment would redesignate a ±20-acre portion of Tract 9 to Mixed Use. Mixed use allows a density of 15 du per acre. It is advisable to include a site specific limiting policy to ensure that the FLUM amendment does not create more density for the overall development than currently permitted. With this in place, and the development of the 20-acre tract as commercial uses, the remaining overall density entitlement for the project will be 39 du per acre.

This application has taken a significant amount of time as staff waited on multiple resubmittals from the applicant in order to make a complete application. Staff had originally requested a Transportation Impact Analysis (TIA) for the FLUM amendment area, which the applicant has requested through City Administration the ability to defer submitting the TIA until the Technical Site Plan application to develop Tract 9 for commercial uses. In place of the analysis that the TIA would bring, the applicant has requested a site specific limiting policy that caps the maximum daily trips of the subject area to what is currently allowed by the most intense use allowed in the Greenbelt FLUM designation.

The applicant hosted a neighborhood meeting as required by Unified Land Development Code (LDC) Section 2.05.02 at 5:30 p.m. Tuesday April 14th, 2026, in the cafeteria of Indian Trails Middle School. The applicant also met the public notice requirements of LDC Section 2.05.03. The neighborhood meeting had approximately 125 attendees. Since then, staff has been contacted by several of the surrounding residents with clarifying questions about the applicant's requests.

DENSITY/INTENSITY AND POPULATION

Note: The analysis for comprehensive plan map amendments takes into consideration the maximum development potential under the current and proposed FLUM categories and represent the theoretical maximum development potential within the land use category.

The tables below show a comparison should the project area be zoned and developed for residential or nonresidential use between the current future land use designation of Greenbelt and the proposed future land use designation of Mixed Use. It is unlikely for the theoretical maximum in either residential density or nonresidential intensity to be achieved as the current existing MPD Development Agreement (DA) does not permit residential development as a use type and the maximum height is limited to 35 feet, which may affect some nonresidential uses from being able to go vertical.

The maximum residential development potential is depicted in Table 1. Greenbelt allows a maximum density of 1 du per acre. Therefore, the 20-acre portion of Tract 9 allows for maximum density of 20 du. As the Mixed Use designation allows for up to 15 du per acre, which could create an additional residential unit entitlement of 280 du, staff recommends a site specific limiting policy that caps the residential density to a maximum of 1 du per acre (as currently allowed under Greenbelt).

TABLE 1 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (RESIDENTIAL USE)				
	# of Acres	Maximum Density[1]	Maximum # of units	Population (2.5 persons/dwelling unit) (3)
Proposed FLUM: Mixed Use	20	15 du/acre[2]	300	750
Current FLUM: Greenbelt	20	1 du/acre	20	50
NET CHANGE	0		280	700

Footnotes:

[1] Maximum densities are established by Comprehensive Plan Policy.

[2] This level of density is only achievable with a Master Planned Development zoning district.

[3] Population projection per dwelling unit established by Comprehensive Plan Policy.

Table 2 depicts the maximum nonresidential potential based on the existing Greenbelt future land use designation and the proposed Mixed Use future land use designation. Greenbelt allows a maximum floor area ratio of 0.30, while Mixed Use allows a maximum floor area ratio of 0.55. This indicates a theoretical net increase of 217,800 square feet of developable intensity.

TABLE 2 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (NON-RESIDENTIAL USE)			
	# of Acres	Maximum FAR [1]	Maximum Sq. Ft.
Proposed FLUM: Mixed Use	20	0.55	479160
Current FLUM: Greenbelt	20	0.30	261360
NET CHANGE			217800

Footnotes:

[1] Maximum Floor Area Ratios are established by Comprehensive Plan Policy.

PUBLIC FACILITIES AVAILABILITY /IMPACT ANALYSIS (BASED ON THEORETICAL YIELD OF MAXIMUM DEVELOPMENT POTENTIAL)

Objective 1.1.3-Evaluation of Amendments to the FLUM

Review proposed amendments to the Future Land Use Map (FLUM) based upon environmental conditions, the availability of facilities and services, school capacity, compatibility with surrounding uses, and other generally accepted land use planning principles.

Policy 1.1.3.2 - At a minimum, infrastructure availability and capacity, specified as follows, shall be considered when evaluating proposed FLUM amendments:

A. *Existing and future capacity of roadways based on functional classifications and best available data for traffic modeling. For the purposes of evaluating capacity, roadway improvements programmed in the FDOT 5-year Work Plan or listed in either the City or the County 5-year Capital Improvement Program shall be considered.*
B. *Large-scale, high-intensity commercial projects shall be concentrated at intersections of the following arterials*
C. *Existing and future availability and capacity of central utility systems.*
D. *Availability and capacity of receiving watercourses and drainage systems to convey design storm events.*

PUBLIC FACILITIES CAPACITY/IMPACT ANALYSIS

The analysis for comprehensive plan map amendments takes into consideration the theoretical maximum development potential under the current and proposed land use category and represents the theoretical maximum development potential within the existing and proposed land use categories. Based on an analysis of the development potential under the existing and proposed FLUM, the proposed amendment will result in an increase on the potential impact on public facilities (transportation, water, and sewer). Once a specific development is proposed for the site, a more detailed review of the development impacts on public facilities will be conducted.

Table 3 Public Facilities Impact Analysis

Density[1]	# of units or square feet of development	Transportation (PHT)[2]	Potable Water (GPD)[3]	Sanitary Sewer (GPD)[4]	Solid Waste (lbs./capita/day)[5]	Recreation and Parks (8 acres/ 1000 pop.)[6]	Public Education (students)[7]	Stormwater Drainage[8]
Proposed FLUM designation								
Mixed Use (20 ac.) - Max Use FAR .55[9]	479160	39,823	81,457	47,916	--	--	--	--
	Total	39823	81,457	47,916	--	--	--	--
Current FLUM designation - Current FLUM designation assumes .30 FAR for uses permitted in Public/Semipublic (PSP) zoning (e.g. of permitted use - library, hospital, church, or school)**								
Greenbelt - Max FAR .30 (20 ac.)	261360	21,722	44,431	26,136	--	--	--	--
Net Change	**217800**	**18101**	**37026**	**21780**	--	--	--	--

Footnotes:

*[1] Calculation of Intensity: Lot Size (acre)*FAR*43560.*
[2] Transportation: Non-residential PM Peak Hour Trips (PHT), ITE Code 732: United States Post Office = 83.11/1000 sq. ft. (from ITE Manual, 12th Edition)
[2] Transportation: Non-residential PM Peak Hour Trips (PHT) = ITE Code 732: United States Post Office = 83.11/1000 sq. ft. (from ITE Manual, 12th Edition)
[3] Potable Water: Commercial = 17 gpd/100 sq. ft.
[4] Wastewater: Commercial = 10 gpd/100 sq. ft.
[5] Solid Waste: No Level of Service Requirement for Non-residential
[6] Recreation and Parks = No LOS Requirement for Non-residential
[7] Public Education Non-Residential = No LOS Requirement for Non-residential
[8] Stormwater/Drainage: Stormwater Treatment will be reviewed for consistency with adopted LOS, during site plan approval process.

The results of the net impact analysis are shown on Table 3, and are summarized below:

Transportation

The proposed FLUM amendment to Mixed Use from Greenbelt for the 20-acre site will have a potential maximum increase of 18,101 P.M. peak hour trips based on the theoretical maximum floor area ratio (FAR) and the most intense land use found under the Institute of Traffic Engineers (ITE) Trip Generation Manual 12th Edition, land use type 732: *United States Post Office*. ITE Land Use Type yields a maximum 83.11 P.M. peak hour trip per 1,000 square feet. This land type use is allowed in both the PSP and COM-2 land uses. The reason for the difference between the existing and proposed FLUM designations is that the Mixed Use FLUM designation allows a FAR of 0.55, while the Greenbelt FLUM designation allows a maximum FAR of 0.30.

Normally at this stage an application proposing over 1,000 daily trips or 100 p.m. peak hour trips would have to include a Transportation Impact Analysis (TIA) with their application. The TIA analyzes the potential impact of the trips distributed across the right-of-way system. The applicant requested to the City Administration that the project be allowed to proceed with the application without this document. Due to that City staff and Florida Department of Transportation staff were unable to review and analyze the requested TIA for this staff report. Instead based on City Administration determination this document is being deferred until the project is ready to submit a potential Technical Site Plan application as the applicant has not finalized what kind of uses that they plan to develop. As a means to minimize the potential traffic impact to US-1 of the FLUM amendment, the applicant proposed a site specific limiting policy capping the maximum daily trips of the site to the maximum amount allowed under the Greenbelt FLUM designation.

Potable Water

The City's analysis for nonresidential potable water at this stage is based on a rate of 17 gallons per day (GPD) divided by every 100 square feet of development. Since the FAR for the Mixed Used FLUM designation is 0.55 as opposed to the Greenbelt's FAR limit of 0.3, the proposed FLUM amendment will have a potential maximum net increase in demand for potable water of ±0.037 million gallons per day (MGD). As part of the Technical Site Plan review process, the property owner and/or developer will need to coordinate with the City of Palm Coast Utility Department to determine the appropriate engineering requirements (size of water line, pump stations, etc.) for potable water service. The potential approval of the FLUM amendment does not create a reservation of capacity, as that is typically handled at the Technical Site Plan stage based on the actual need for a proposed development.

Wastewater

The City's analysis for nonresidential potable water at this stage is based on a rate of 10 (GPD) divided by every 100 square feet of development. The proposed FLUM amendment will have a potential maximum net increase in demand for sanitary sewer treatment of ±0.0218 MGD. As part of the technical site plan review process, the property owner and/or developer will need to coordinate with the City of Palm Coast Utility Department to determine the appropriate engineering requirements (size of sewer line, lift stations, etc.) for wastewater service. The potential approval of the FLUM amendment does not create a reservation of capacity, as that is typically handled at the Technical Site Plan stage based on the actual need for a proposed development.

Solid Waste

There is no LOS requirement for solid waste for non-residential development since the developer will be required to provide their own solid waste provider.

Public Recreation and Open Space

There is no projected demand from the proposed amendment since it is likely to be developed for non-residential uses.

Public Schools

There is no projected demand from the proposed amendment since it is likely to be developed for non-residential uses.

Stormwater

N/A. Stormwater treatment facilities are reviewed for consistency with the adopted level of service (LOS) during Technical Site Plan review.

ENVIRONMENTAL/CULTURAL RESOURCES ANALYSIS

Objective 1.1.3-Evaluation of Amendments to the FLUM

Review proposed amendments to the Future Land Use Map (FLUM) based upon environmental conditions, the availability of facilities and services, school capacity, compatibility with surrounding uses, and other generally accepted land use planning principles.

Policy 1.1.3.1- At a minimum, the following environmental factors shall be evaluated each time FLUM amendments are proposed:

A. Topography and soil conditions including the presence of hydric soils.
B. Location and extent of floodplains and the Coastal Planning Area, including areas subject to seasonal or periodic flooding.
C. Location and extent of wetlands, certain vegetative communities, and protected wildlife species.
D. Location and extent of other environmentally sensitive features.
E. Proximity to wellfields and aquifer recharge areas.
F. Impacts to potable water supply.

A. TOPOGRAPHY AND SOIL CONDITIONS

The analysis area is vacant and vegetated. The area is a former golf course fairway. The site is bounded by US-1 to the west, and a residential neighborhood commonly known as the "L" section of Palm Coast. According to the Environmental report dated April 2021 by Atlantic Ecological Services, LLC., the subject area for Tract 9 does contain ±0.02 acres of jurisdictional wetlands, ±1.86 acres of isolated wetlands, and ±4.62 acres of surface water. The wetlands detailed in the applicant's environmental assessment reflect the boundaries that were delineated in the field pursuant to state and federal guidelines (Chapter 62-340 F.A.C. and the 1987 Corps of Engineers Wetlands Delineation Manual). Further description of these features may be found in the Section C. Vegetative Communities.

As detailed within the Environmental report, the *Soils Map* indicates the following soil types within the site: 11 - Myakka fine sand; 13 – Immokalee fine sand; 8 – Hicoria, Riviera, and Gator soils, depressional; 29 - Udarents; moderately wet, and 30 – Pits.

Analysis: There are no indicators of unique topographical reliefs or soils that would be affected by the FLUM change.

FINDING: It is not anticipated that the proposed FLUM change from Greenbelt to Mixed Use will negatively impact the local topography or prevent the proposed development permissible within the FLUM designation.

B. FLOODPLAINS

Federal Emergency Management Agency's (FEMA), Flood Insurance Rate Map (FIRM) source indicates that portions of the subject property lie within a Special Flood Hazard Area (SFHA) with

"A" Zone designation. Portions of the properties lie outside of the SFHA and has a designation of a "X" Zone.

Analysis: Compensatory storage will be required for any floodplain impacts as well as a Letter of Map Change to establish a Base Flood Elevation during the Technical Site Plan application prior to development.

FINDING: It is not anticipated that the proposed FLUM change will negatively impact the function of a SFHA as compensatory storage will be required.

C. VEGETATIVE COMMUNITIES

According to the Environmental report, the uplands onsite are classified as a mix of golf course – remnant (FLUCCS 182) and pine flatwoods (FLUCCS 411). The area not formerly maintained as the golf course area include: A canopy that is dominated by slash pine (Pinus elliottii) with some Chinese tallow (Sapium sebiferum), live oak (Quercus virginiana), laurel oak (Quercus laurifolia), and loblolly bay (Gordonia lasianthus) located within the uplands, but at much less coverage. The understory is dominated by a thick cover of saw palmetto (Serenoa repens). Other species found, but at a much lesser extent, include wax myrtle (Myrica cerifera), gallberry (Ilex glabra), yaupon holly (Ilex vomitoria), bushy broom grass (Andropogon glomeratus), blackberry (Rubus spp.), Greenbriar (Smilax spp.), Bahia grass (Paspalum notatum), cogon grass (Imperata cylindrica), and bracken fern (Pteridium aquilinum). The remnant fairways, greens, and associated components of the derelict Matanzas Golf Course include a mix of turf grass, ruderal weeds, landscape plants and trees, parking, and associated structures.

Analysis: As mentioned in the topography section, there are some wetlands located on the site and any impacts will need to be permitted through St. Johns River Water Management District (SJRWMD) and/or the Florida Department of Environmental Protection (FDEP).

FINDING: It is not anticipated that the proposed FLUM amendment will negatively affect the vegetative communities. During the Technical Site Plan phase of development, the developer will be required to submit a threatened and endangered species report and wetland delineation with UNAM scores.

D. PROTECTED SPECIES DISTRIBUTION/ WILDLIFE UTILIZATION

The submitted environmental report states that no gopher tortoise burrows were observed on-site; however, that the potential existence of gopher tortoise burrows exists within the uplands. A 100 percent gopher tortoise survey by a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent will be required 90 days prior to construction. If any gopher tortoise burrows are observed onsite, additional gopher tortoise permitting, and relocation may be required. The Environmental report further states that the following animals have a low to high likelihood of occurrence: American alligator, Kirtland's warbler, Eastern indigo snake, Little blue heron, Tri-colored heron, Southeastern American kestrel, Gopher tortoise, Florida sandhill crane, Southern bald eagle, Wood stork, Florida black bear.

Analysis: While the applicant's submitted environmental report did not observe any of the listed species, it states that there is potential for the listed wildlife species to utilize the property. It is interconnected to other vacant land making the site easier to access for some of the listed species. Wildlife utilization may change over time due to various factors. To ensure that the referenced species and any potentially occurring species in the future, the Unified Land Development Code (Section 10.04.03.A, LDC) requires that a listed

species study is performed by a Qualified Environmental Professional (QEP) during the technical site plan application. Further, a study is valid for one year for the property that was investigated to capture any changes in wildlife utilization.

FINDING: The proposed FLUM amendment will not change the need to relocate any potential gopher tortoise discovered prior to any development activities or need for the listed species study. These needs remains no matter the FLUM designation and are required prior to any site clearing.

E. GROUNDWATER RESOURCE PROTECTION

According to City maintained data, the nearest production well is not within 500 feet of the site. The site is not located within the Secondary Protection Zone or the Primary Protection Zone as defined by Section 10.03.02.B, LDC.

Analysis: The amendment is not within an aquifer recharge area or within a wellhead protection zone(s).

FINDING: The proposed land use change is not anticipated to impact groundwater resources.

F. HISTORICAL RESOURCES

A preliminary review of the Florida Master Site File (FMSF) was completed through the Division of Historical Resources (DHR) and the State Historic Preservation Officer (SHPO) for the subject property and included with the applicant's environmental report. One known archaeological resource and one resource group were adjacent to the subject property. US Highway 1 (FL00291) is listed as a linear resource by DHR. No significant impacts to US Highway 1 are anticipated. Davis' Store (FL00248) is listed as an archaeological resource. This resource was identified as part of the Palm Coast Park DRI. The resource is no longer in existence and is not eligible for further evaluation.

Analysis: As there were not any FMSFs found on site, it is unlikely that the proposed FLUM amendment will impact any historical or cultural resources.

FINDING: Any finding of architectural and cultural resources during the site plan review or construction process will require compliance with LDC and state rules for protecting such resources including stopping construction while further investigation is conducted.

LAND USE COMPATIBILITY ANALYSIS

Policy 1.1.3.3 – At a minimum, compatibility with proximate uses and development patterns shall be considered when evaluating proposed FLUM amendments. "Compatibility" shall be as defined in Section 163.3164(9), Florida Statutes.

A. This policy shall not be construed to mean that different categories of uses are inherently incompatible. This policy is intended to promote the use of transitional areas where densities and intensities can be appropriately scaled.

B. Buffers are encouraged as an effective means of transition between areas where there is a greater difference between densities and intensities of the existing and proposed developments.

C. Impacts to the health, safety, and welfare of surrounding residents shall be considered.

D. An analysis shall be conducted of the proposed development, and how that will interface with existing abutting development, if approval is granted.
E. Neighborhood character shall be preserved and promoted by working toward maintaining

Surrounding Future Land Use Map Designations:
North: DRI-Mixed Use; Conservation; Agriculture & Timberlands (Flagler County)
South: Residential
East: Residential; Greenbelt; Agriculture & Timberlands (Flagler County)
West: DRI-Mixed Use

Surrounding Zoning Districts:
North: PSP; COM-2; Rural Estate (EST-2); MPD; Agriculture (Flagler County)
South: Single-Family Residential (SFR) Zones 1-3; Preservation; Heavy Commercial (COM-3)
East: SFR-2; SFR-3
West: MPD

Surrounding Property Existing Uses:
North: Self-storage; residential; warehouse; vacant lands
South: Residential
East: Residential, Interstate 95
West: Residential, US Highway 1

The proposed project area is adjacent to the east side of US-1. The existing developmental pattern following US-1 has land designated mixed-use adjacent to the US-1 right-of-way. Further given the increased residential development in the area, the potential expansion of commercial uses that the applicant intends with the proposed language within their companion MPD amendment application would potentially reduce longer trip ends for nearby residents to access commercial uses when developed.

CONSISTENCY WITH COMPREHENSIVE PLAN

In addition to being consistent with Objective 1.1.3 and Policy 1.1.3.3 which establishes the criteria for review of Future Land Use Map Amendments as provided in the previous section. The proposed amendment is consistent with the following policies in the Comprehensive Plan:

Policy 1.1.3.3 *– At a minimum, compatibility with proximate uses and development patterns shall be considered when evaluating proposed FLUM amendments.*

A. This policy shall not be construed to mean that different categories of uses are inherently incompatible. This policy is intended to promote the use of transitional areas where densities and intensities can be appropriately scaled.

Analysis: As discussed in the section titled "Land Use Compatibility Analysis", the proposed designation of the subject property to Mixed Use is compatible with existing and on-going development patterns along the US-1 corridor near the Matanzas Woods Parkway intersection. The applicant's proposal to only designate a 20-acre portion of Tract 9 as Mixed Use, leaves a remaining strip of Greenbelt, which according to the applicant's proposed MPD amendment is intended to remain as a view protection zone for the existing residents living on London Drive.

Policy 1.3.1.3 - *The City shall encourage development to locate in the areas where public facilities, infrastructure, and services are available. Where there are deficiencies and where appropriate, the City shall require the developer to provide or extend the facilities as necessary to accommodate development provided such provision or extension is consistent with state law. Applicable impact fees shall be used by the City consistent with State law to offset the costs of the City providing facilities.*

Analysis: The proposed amendment is consistent with Policy 1.3.1.3. The location of the subject property is adjacent to US-1, which serves as a principal arterial linking the northwest portion of the City to the remainder of the City. There are existing water and sewer lines along the US-1 corridor. Consistent with the policy, the developer will be responsible for extending any facilities as necessary.

Policy 5.1.3.2 *– The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for potable water facilities and wastewater facilities where connection is available consistent with Policies 1.1.1.2 and 1.1.3.2. For the purposes of this Plan, any residential density exceeding one (1) dwelling unit per acre shall be deemed to be an urban density.*

Analysis: The proposed FLUM amendment to Mixed Use at this location is consistent with Comprehensive Plan policy to create urban densities or intensities in areas that have sufficient existing or planned capacity for potable water and wastewater facilities.

Policy 5.2.2.3 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for sanitary sewer facilities and where connection is available as set forth in State law and City regulations. The City shall minimize the use of septic tanks in accordance with the provisions of Objective 5.2.3 and policies implementing that objective. For the purpose of this Plan, any residential density exceeding one (1) dwelling unit per acre shall be deemed to be an urban density.

Analysis: The proposed FLUM amendment to Mixed Use land use designation is consistent with Comprehensive Plan policy above to designate urban densities or intensities in areas that have sufficient existing or planned capacity for sanitary sewer facilities.

PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT

To facilitate the requested map amendment while protecting infrastructure capacity, staff recommends the adoption of the following site-specific limiting policy to the Future Land Use Element (FLUE): **Policy 1.1.2.5 -** For the 20-acre portion of Tract 9 of Lakeview Estates MPD, identified as Parcel ID No. 07-11-31-7037-0RP0A-0002 and legally described in Ordinance 2026-XX, designated as Mixed Use on the Future Land Use Map, development shall be subject to the following limitations:

1. **Intensity Cap:** Non-residential development shall generate no more than 1,815 PM Peak Hour trips, as determined by the latest edition of the ITE Trip Generation Manual and be capped in building height to no higher than 35 feet.
2. **Density Cap:** Residential density shall be capped to producing no more than one dwelling unit per acre.

PLANNING AND LAND DEVELOPMENT REGULATION BOARD MEETING

The Planning and Land Development Regulation Board (PLDRB) heard the Comprehensive Plan Amendment, application #5576, and its companion MPD Amendment, application #5575, at their May 20, 2026 meeting.

During the evening, the PLDRB unanimously approved a motion to delay public comment on the Comprehensive Plan Amendment until after the companion MPD Amendment, application #5575, had been presented to the PLDRB as well. 10 members of the public spoke in opposition to the proposed Comprehensive Plan Amendment and MPD Amendment.

The PLDRB voted five to one in favor of recommending approval of the Comprehensive Plan Amendment subject to the concurrent adoption of staff's draft FLUE Policy 1.1.2.5 serving as a site specific limiting policy capping the intensity and density of the 20-acre portion of Tract 9 of the Lakeview Estate MPD.

The PLDRB voted six to zero in favor of recommending denial of the MPD Amendment subject to criteria analysis of LDC Section 2.05.05A finding the application contrary to public interest based on compelling evidence presented by the public during public comment in addition to analysis of LDC Sections 3.03.04.J1 and 3.03.04.J2.

CITY COUNCIL FIRST READ

City Council heard this item at its September 1st meeting, and it was continued until the September 15th meeting. City Council voted to approve the Comprehensive Plan Amendment with a vote of three to one.
Four members of the public spoke at the September 1st meeting, and two members of the public spoke at the September 15th meeting.

RECOMMENDATION

The Planning and Land Development Regulation Board recommends that City Council find Application #5576 consistent with the Comprehensive Plan and approve the Comprehensive Plan Amendment amendment from Greenbelt to Mixed Use, subject to the concurrent adoption of FLUE Policy 1.1.2.5 limiting the site's developmental potential.

THE CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

Meeting Date: September 1, 2026
Ordinance Number: 2026-XX
Posted To Webpage: August 19, 2026

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE CITY OF PALM COAST 2050 COMPREHENSIVE PLAN, AS AMENDED, PURSUANT TO SECTION 163, FLORIDA STATUTES; AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FOR A ±20 ACRE PORTION OF TRACT 9 OF CERTAIN REAL PROPERTY DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBER 07-11-31-7037-0RP0A-0002, GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 1 APPROXIMATELY ±3,300 FEET NORTH OF ITS INTERSECTION WITH MATANZAS WOODS PARKWAY AND BEING MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT A, FROM GREENBELT TO MIXED USE AND AMENDING THE FUTURE LAND USE ELEMENT PROVIDING A SITE-SPECFIC LIMITING POLICY CAPPING DENSITY AND INTENSITY; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

The sections below <u>are not</u> required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;
__ 2. Ordinances relating to the issuance or refinancing of debt;
__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
__ 5. Emergency ordinances;
__ 6. Ordinances relating to procurement; or
X 7. Ordinances enacted to implement the following:

a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;

b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the county;

__ c. Sections 190.005 and 190.046;
__ d. Section 553.73, relating to the Florida Building Code; or
__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

This ordinance implemented to amend development agreements relating to the subject parcels has been initiated from a private party other than the City and therefore exempt from addressing the following sections.

ECONOMIC IMPACT ON BUSINESS

a. Estimated number of businesses impacted: Not applicable.

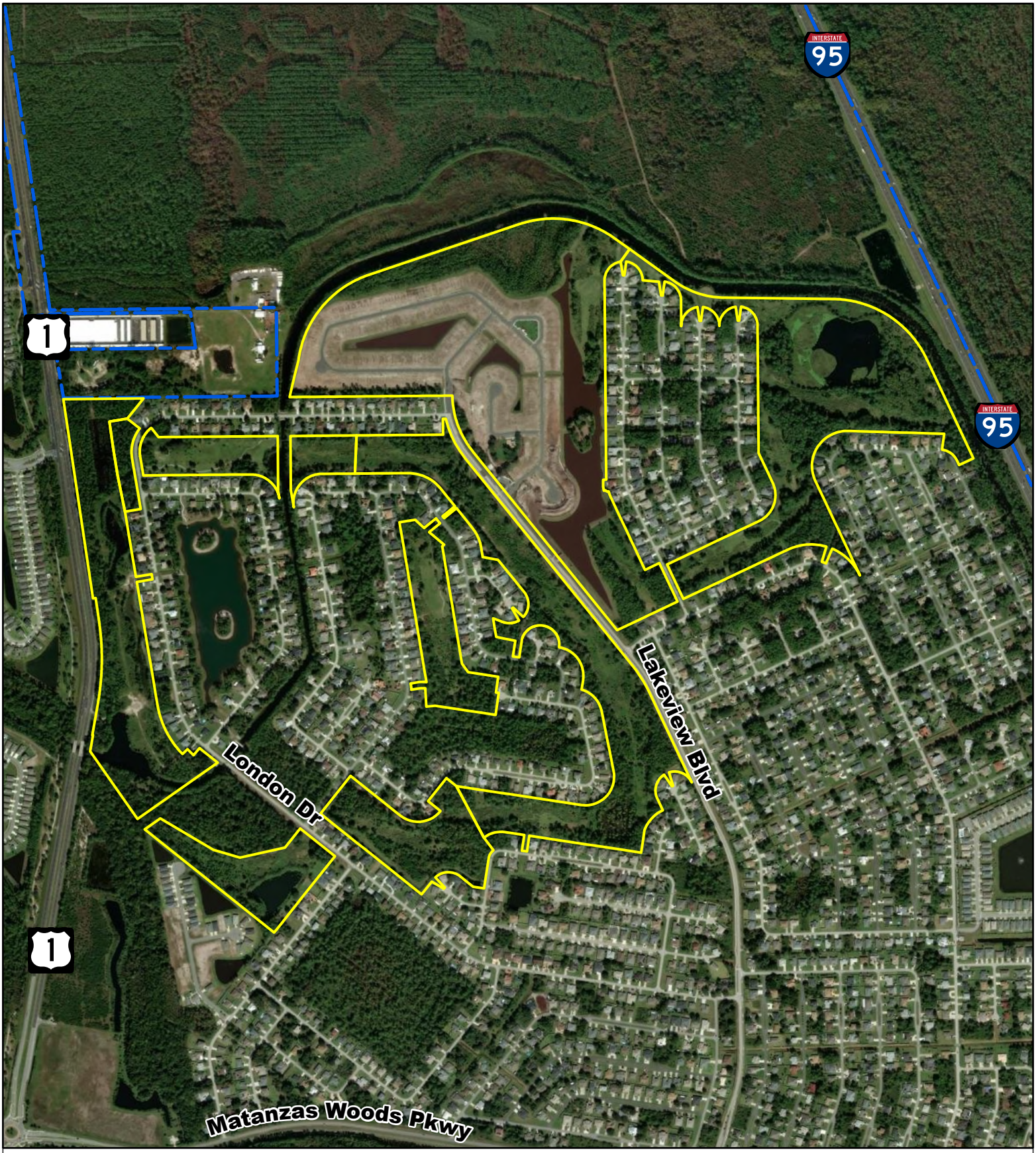
b. Types of businesses affected: Not applicable.

Estimated direct economic impact: Not applicable.

Negative impact: Not applicable.

Compliance Costs: Not applicable.

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Close Up Aerial

Palm Coast City Limits

Subject Properties

N
W E
S

0 1,000 Feet

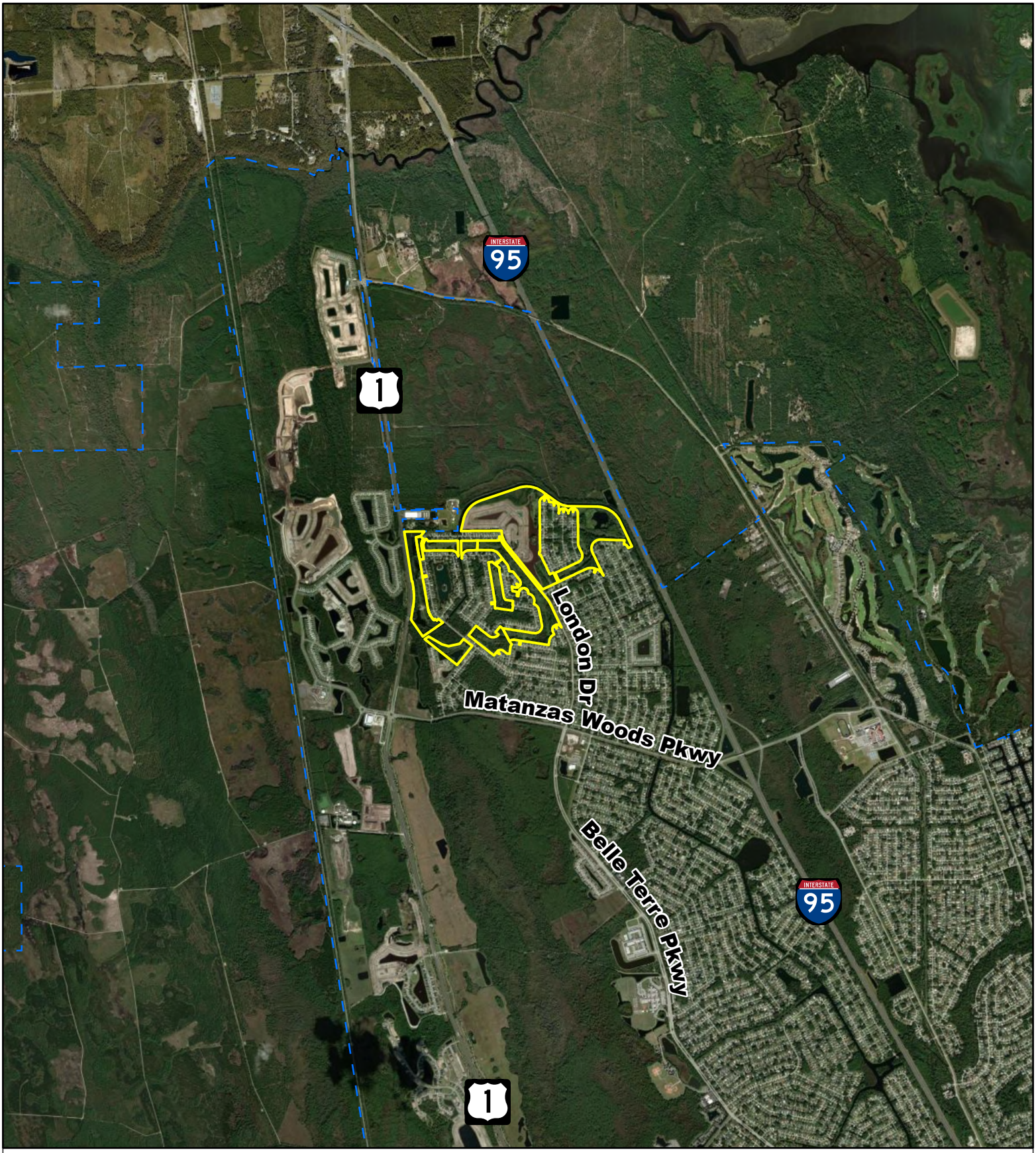
CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

Date: 4/24/2026

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.

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Distant Aerial

Palm Coast City Limits

Subject Property

N
W E
S

0 4,000 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

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Future Land Use Map

Palm Coast City Limits
Subject Properties

Palm Coast FLUM
Canals

Conservation
DRI-Mixed Use
Greenbelt
Institutional
Mixed Use

Residential
AGRICULTURE & TIMBERLANDS, Annexed Area, Flagler County FLUM adopted

Unincorporated Flagler Future Land Use
AGRICULTURE & TIMBERLANDS
CONSERVATION

N
W E
S

0 1,000 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

Date: 4/24/2026

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Proposed Future Land Use Map

Palm Coast City Limits
Subject Properties

Palm Coast FLUM
Canals
Conservation
DRI-Mixed Use
Greenbelt
Institutional
Mixed Use
Residential
AGRICULTURE & TIMBERLANDS, Annexed Area, Flagler County FLUM adopted

Unincorporated Flagler Future Land Use
AGRICULTURE & TIMBERLANDS
CONSERVATION

N
W
E
S

0 1,000 Feet

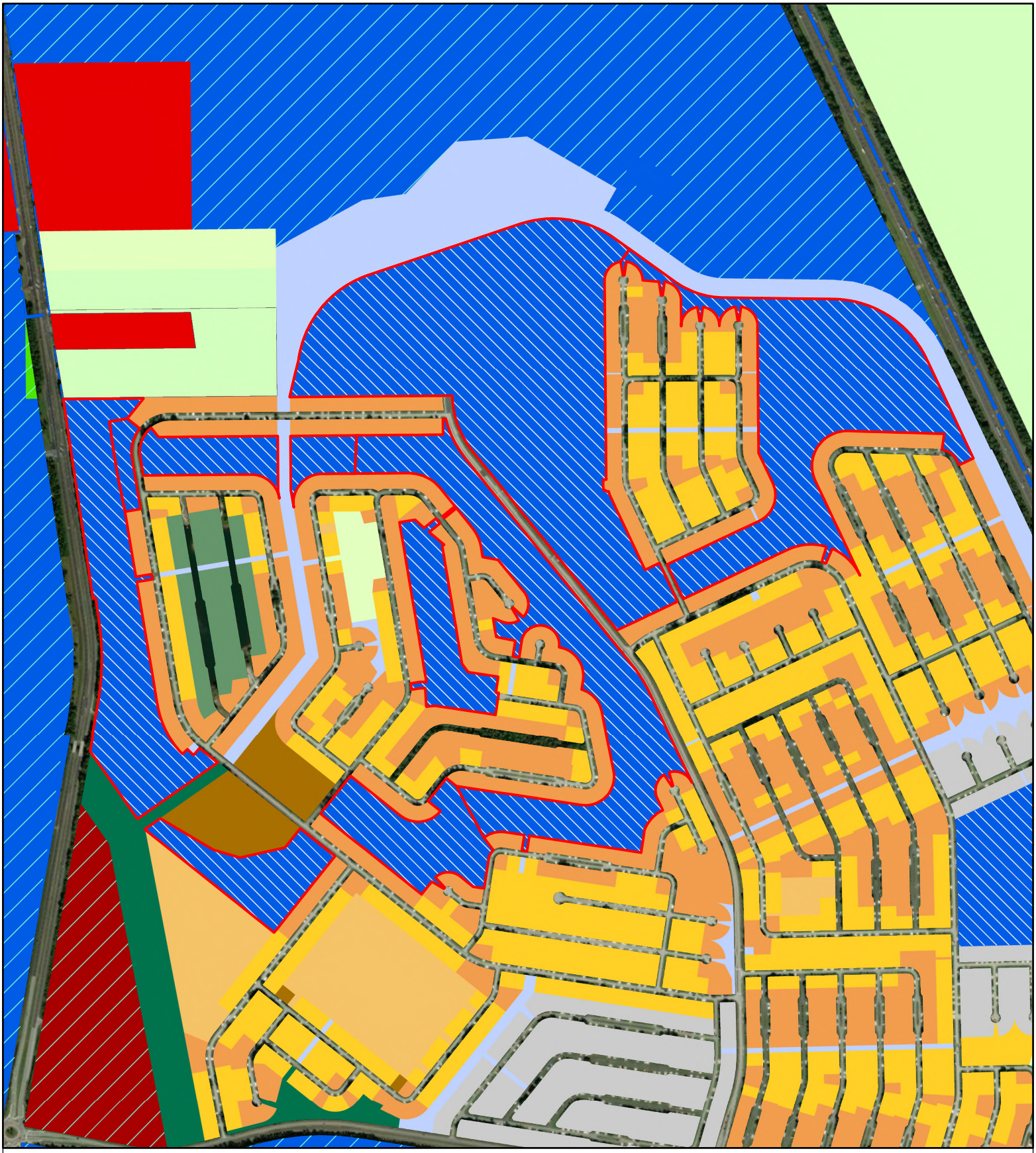
CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

Date: 4/24/2026

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.

Document Path: H:\7.0 GIS\3.0 Projects\Michael Hanson\Lakeview Estates MPD\Working\Working.aprx



Zoning Map

- Palm Coast City Limits
- Subject Properties

Palm Coast Zoning Districts

- AGR
- COM-2
- COM-3
- DPX
- EST-1
- EST-2
- MFR-1
- P & G
- PRS
- PSP
- SFR-1
- SFR-2
- SFR-3
- MPD, MPD post 11-16-08 designation
- MPD, MPD pre 11-16-08 designation

Unincorporated Flagler Zoning

- AC

N W E S

0 1,000 Feet

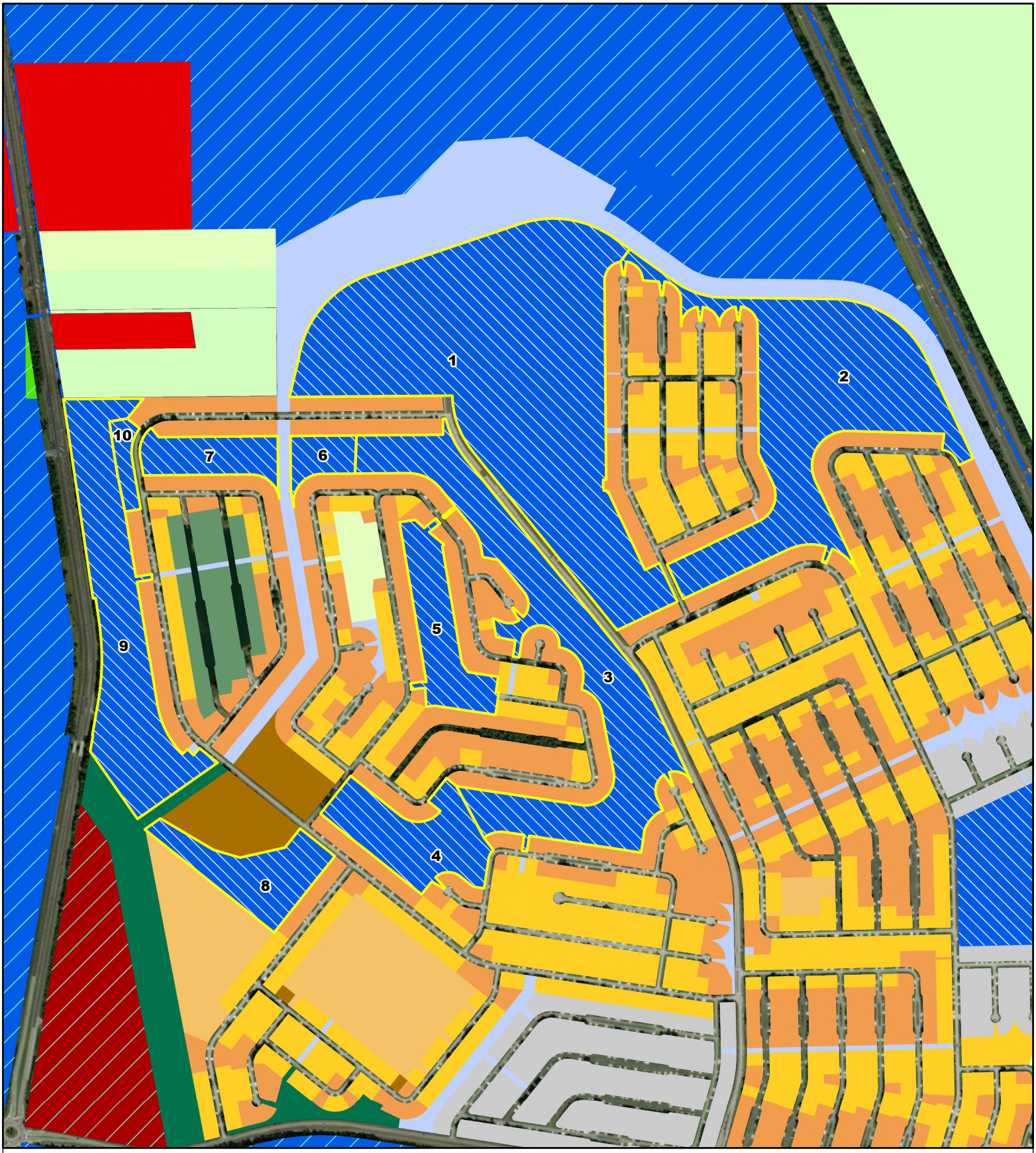
CITY OF PALM COAST, FLORIDA — PALM COAST — INCORPORATED 1999

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Zoning Map

Palm Coast City Limits
Subject Property

Palm Coast Zoning Districts
AGR
COM-2
COM-3
DPX
EST-1
EST-2
MFR-1
P & G
PRS
PSP
SFR-1
SFR-2
SFR-3
MPD, MPD post 11-16-08 designation
MPD, MPD pre 11-16-08 designation

Unincorporated Flagler Zoning
AC

N
W E
S

0 1,000 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

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Date: 4/24/2026

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Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal
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Jared T. Trent
Sydney L. Nix
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Andrew C. Grant, *of-counsel*
Tom Pycraft, of-counsel

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Managing Partner
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CHIUMENTO LAW

145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
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2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

October 23, 2023

City of Palm Coast
Attn: Ray Tyner
160 Lake Avenue
Palm Coast, FL 32164

RE: City of Palm Coast Park Dedication / Lakeview Estates Amendment

Dear Mr. Tyner:

It has been a pleasure to work with the City in its efforts to provide a community park for the Matanzas Woods neighborhood. We reviewed the City's updated parks plan as provided in the P.O.P Report and agree that a park for the residents in this part of the City is long overdue. Therefore, my client is willing to give lands to the City for purposes of community park.

In this light, please find enclosed applications to (i) amend the Comprehensive Plan designation for a portion of the Owner's property and (ii) rezone portions of the property to provide for the donation of +/- 11 ac of land to the City for the community park and additional lands to be developed. Note however, that these applications do not provide for any new residential development rights. The maximum residential development is actually decreased from the present MPD Agreement.

Rezoning Application

The enclosed application requests an Amendment to the MPD Agreement. Rather than provide an amended and restated agreement, the application provides a simple amendment focusing on the specific changes. We have included a redline version for your convenience to show the proposed changes. In general, the proposed amendment (i) reduces the number of residential units to be developed on the property from 268 to 260; (2) broadens the commercial uses on Tract 9, (iii) conveys an +/- 11acres of land to the City for a community park, and (iv) allows residential development on other areas of the property.

These proposed changes remain consistent with the City's comprehensive plan and other land development regulations. We will provide a consistency analysis under separate cover in the next week or so. The proposed changes serve a public purpose in that the community requested a

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community park in this area as provided in the P.O.P Report. We look forward to your comments and hope to placed on the December Planning Board agenda.

Comprehensive Plan Amendment

Also enclosed is an application to amend the Comprehensive Plan designation on a portion of the Property. Specifically, Tract #9 is located on U.S.1 adjacent to the entrance of 1500 units subdivision commonly known as Sawmill Creek. Presently, Tract #9 allows for the development of non-residential uses. The proposed amendment request that the Land Use designation be changed from Greenbelt to Mixed Use to allow for a broader range of commercial uses on that Tract. The goal and objective is to promote economic development and jobs in this area of Palm Coast, increase the commercially zone property in an attempt to balance the community's tax base, and (iii) provide residents in this area with local commercial opportunities minimizing their trip lengths which adversely impact other City roadways such as Palm Coast Parkway.

Conclusion

We appreciate the opportunity to work with the City in its efforts to provide the citizens a community park. We too believe a park in this area of Palm Coast is benefit for the residents in the Matanzas Woods neighborhood. From a planning perspective, this application will not only benefit those residents but will also benefit all the residents in the northeast portion of the City by providing parks, recreation, shopping opportunities for them while lessening traffic impacts on other City roads.

Once you have had an opportunity to review these applications, we respectfully request a meeting to discuss your questions concerns and changes.

Sincerely,

Michael D. Chiumento III
Attorney
MDC/cm

Enclosures

GENERAL - APPLICATION

DATE	10/23/2023
APPLICATION TYPE	FUTURE LAND USE AMENDMENT SMALL SCALE

PROJECT NAME	Lakeview Estates				
LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS)	398 LAKEVIEW BLVD PALM COAST FL 32164				
PROPERTY APPRAISER'S PARCEL NUMBER	07-11-31-7037-0RP0A-0002				
LEGAL DESCRIPTION	277.40 ACRES ALL OF RESERVE PARCELS, A,B,C,D,E & PT OF VACATED PC SEC 38, OR 47 PG 273 & PT OF VACATED PC SEC 37,OR 538 PG 1611 (EX .0626 AC OF RP E,OR 479/577) OR 550 PG 1626(MATANZAS				
SUBDIVISION NAME	SECTION 37-LAKEVIEW				
SECTION	07	BLOCK	0RP0A	LOT	0002
PROPERTY ACRES	32.69			PROPERTY SQ FT	1423976
FUTURE LAND USE MAP DESIGNATION	GREENBELT			EXISTING ZONE DISTRICT	MPD
OVERLAY DISTRICT					
COMMUNITY PANEL NUMBER	120684			MAP PANEL DATE	06/06/2018
FLOOD ZONE	A				
PRESENT USE OF PROPERTY	MASTER PLANNED DEVELOPMENT				

DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS)

Lakeview Estates Comp Plan Amendment

PROPOSED NUMBER OF LOTS		IS THERE EXISTING MORTGAGE?	No

OWNER	APPLICANT / AGENT
Name: MATANZAS GC PALM COAST LLC	Name: MICHAEL D. CHIUMENTO III
Mailing Address: UNIT 1111 200 OCEAN CREST DRIVE PALM COAST, FL 32137	Mailing Address: 145 CITY PLACE SUITE 301 PALM COAST, FL 32164
Phone Number: (386) 445-8900	Phone Number: (386) 445-8900
E-mail Address: MICHAEL3@LEGALTEAMFORLIFE.COM	E-mail Address: CMCNEIL@LEGALTEAMFORLIFE.COM
MORTGAGE HOLDER	**ENGINEER OR PROFESSIONAL**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
ARCHITECT	**TRAFFIC ENGINEER**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
SURVEYOR	**LANDSCAPE ARCHITECT**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
ATTORNEY	
Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

APPLICANT / OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning

APPLICANT / OWNER'S ELECTRONIC SUBMISSION STATEMENT: Under penalty of perjury, I declare that all the information contained in this development application is true and correct. By signing this Electronic Submission Form, I consent to use electronic communications, electronic records, and electronic signatures rather than paper documents for the form(s) provided on this web site. I understand that my electronic signature is legally binding, as stated by 2016 Florida Statutes Title XXXIX Chapter 668 Section 50

Signature of Property Owner or Applicant

MICHAEL CHIUMENTO III

Future Land Use Map Amendment Application Form

COMMUNITY DEVELOPMENT DEPARTMENT USE ONLY

Application # _____ Submittal Date _____

Application Fee Paid ☐ Yes ☐ No Acceptance Date _____

Application Fee Amount $ _____ Project Manager _____

Notes _____

PART A - REQUEST

A.1 **Project Name** Lakeview Estates

A.2 **Future Land Use Map (FLUM) Amendment Type** ☐ Large-Scale ☒ Small-Scale

A.3 **Subject Property Address** 398 Lakeview Blvd., Palm Coast, FL 32137

A.4 **Parcel Identification Number(s)** 07-11-31-7037-0RP0A-0002

	Existing	Proposed
A.5 **Use of Property**	Vacant	General Commercial
A.6 **FLUM Designation**	Greenbelt	Mixed Use
A.7 **Zoning District**	MPD	MPD

PART B - APPLICANT INFORMATION

B.1 **Applicant** ☐ Owner *(If Checked, Skip B.2 - B.4)* ☑ Authorized Agent

B.2 **Agent Name** Michael D. Chiumento III, Esq. **Title** Attorney

B.3 **Agent Company** Chiumento Law, PLLC

B.4 **Agent Address** 145 City Place, Suite 301, Palm Coast, FL 32164

B.5 **Contact Information** **Phone** (386) 445-8900 **Fax** (386) 445-6702

Email Address michael3@legalteamforlife.com

B.6 **Owner Name** Matanzas GC Palm Coast, LLC

B.7 **Owner Address** 200 Ocean Crest Drive, Unit 1111, Palm Coast, FL 32137

PART C - ADDITIONAL INFORMATION

C.1 **Contract for Sale or Option to Purchase** ☐ Yes ☒ No *(If Checked, Skip C.2 and C.3)*

C.2 **Parties Involved** _____

C.3 **Contract/Option** ☐ Contingent ☐ Absolute

C.4 **Pre-Application Meeting** **Date** 9/2023 ☐ **Waived by Staff**

_____ **Initials** *(Staff Only)*

C.5 **Received and Read Applicant's Handbook** ☑ Yes ☐ No

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PART D - DATA AND ANALYSIS CHECKLIST

Proof of Ownership / Property Information ❑ Original Recorded Warranty Deed
❑ Boundary Survey and Legal Description ❑ Development Timetable
❑ Sales or Option to Purchase Contract *(if applicable)*

Agent Authorization ❑ Signed and Notarized Authorization Form *(ONLY if Agent is Applicant)*

Density / Intensity and Population ❑ Density/Intensity and Population Analysis

Public Facilities Availability ❑ Traffic Data and Analysis ❑ Potable Water Data and Analysis
❑ Potable Water Availability Worksheet ❑ Wastewater Data and Analysis ❑ Letter from Utility Department
❑ Solid Waste Data and Analysis ❑ Public Recreation and Open Space Data and Analysis
❑ Public Schools Data and Analysis

Environmental and Cultural Resources ❑ Preliminary Environmental Site Assessment

Consistency with Comprehensive Plan ❑ Comprehensive Plan Consistency Analysis

Other ❑ Land Use Compatibility Analysis ❑ Intergovernmental Coordination Analysis
❑ Urban Sprawl Analysis *(May be Required)* ❑ List of Property Owners
❑ Proof of Meetings(s) with Neighborhood and Home Owners' Associations
❑ Letters of Support *(Optional)*

PART E - ACKNOWLEDGEMENTS, AUTHORIZATION, AND CERTIFICATION

By my signature hereto, I do hereby certify that the information contained in this Application is true and correct to the best of my knowledge, and understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this Application.

I hereby authorize City staff to enter upon my property at any reasonable time for the purposes of investigating and reviewing this request. I hereby agree to place a public notice sign (placard) on my property at a location(s) to be determined by City staff.

I further acknowledge that the City of Palm Coast may not defend any challenges to my proposed Future Land Use Map amendment (Comprehensive Plan Text amendment) and related development approvals, and that it may be my sole obligation to defend any and all actions and approvals, which authorize the use or development of my property. Submission of this form initiates a process and does not imply approval by the City of Palm Coast or any of its boards, commissions or staff.

I further acknowledge that I have read the information contained in this application form pertaining to proposed amendments to the official Zoning Map, official Future Land Use Map, and/or Comprehensive Plan and have had sufficient opportunity to inquire with regard to matters set forth therein and. Accordingly, I fully understand all applicable procedures and matters relating to this Application.

I hereby represent that I have the lawful right and authority to file this Application.

APPLICANT SIGNATURE(S) AND NOTARIZATION (if applicant is the property owner, all property owners must sign & signatures notarized) - *PLEASE USE BLUE INK*

Signature	Type or Print Name	Date
[signature]	Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC	10/03/2023

(SEAL)

[signature]
Signature of Notary of Public

State of FLORIDA County of FLAGLER

The foregoing application as acknowledge before me this 3rd day of October, 2023 by Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC, who is/are personally known to me, or who has/have produced _____ as identification.

CAROLINE MCNEIL
NOTARY PUBLIC
STATE OF FLORIDA
Bonded Thru Notary Public Underwriters

AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF FLORIDA

COUNTY OF FLAGLER

COMES NOW, Alexander Ustilovsky, being first duly sworn, who deposes and says:

(1) That he/she is the Manager, an officer of Matanzas GC Palm Coast, LLC corporation existing under the laws of the State of Florida.

(2) That he/she is authorized to execute the following deeds or instruments on behalf of the above named corporation: Rezoning Application & Comp Plan Amendment Application relating to the following described real property:

See attached Exhibit "A"

(3) That this affidavit is made to induce the City of Palm Coast to accept the above described property.

Signature of owner OR person authorized to represent this application

Alexander Ustilovsky

Signature

Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC

Print name

Signature

Print name

NOTARY: This instrument was acknowledged before me on this 3rd **day of** October, **20**23 **by** Alexander Ustilovsky, as Manager of Matanzas GC Palm Coast, LLC **who is/are personally known to me, or who has/have produced** _____ **as identification.**

(SEAL)

Caroline McNeil

Signature of Notary Public, State of Florida

CAROLINE MCNEIL
MY COMMISSION # HH 023447
EXPIRES: October 6, 2024
Bonded Thru Notary Public Underwriters

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CITY OF PALM COAST APPLICANT AUTHORIZATION FORM (ORIGINAL ONLY)

An authorized applicant is defined as:

- The property owner of record: or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC, the fee simple owner of the following
(Owner's Name)
described property (provide Legal Description) See attached Exhibit "A"

hereby petition the City of Palm Coast to amend the Comprehensive Plan, Future Land Use Map,

(circle one or more) from Greenbelt

to Mixed Use and affirm that

Michael D. Chiumento III, Esq. is hereby designated to act as my/our authorized agent and to file the attached application for the stated amendment and make binding statements and commitments regarding the amendment request.

Alexander Ustilovsky, Manager of
Matanzas GC Palm Coast, LLC

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of the City of Palm Coast, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 3 day of Oct, 2023.

Notary Public in and for the County and
State Aforementioned.
My Commission Expires: 10/6/2024

CAROLINE MCNEIL
MY COMMISSION # HH 023447
EXPIRES: October 6, 2024
Bonded Thru Notary Public Underwriters

LAKEVIEW ESTATES MPD TRACT 9 FLUM AMENDMENT

PROJECT OVERVIEW

Matanzas GC Palm Coast ,LLC, a Florida Limited Liability Company (the "Owner") is the owner of approximately 32 acres of vacant land located at Tract 9 of subject property as depicted on Proposed Zoning/FLUM Plan.

The owner is requesting to amend the Future Land Use Map to change the Property's Future Land Use Designation from Greenbelt to Mixed Use. The current Zoning is MPD and proposed change to approximately 20 acres Commercial. The owner agrees to limit the proposed commercial development to 250,000 sf of interior commercial space with 35 ft building height limitation. The owner further agrees to provide 100 ft. VPZ to accommodate community drainage and provide a buffer along the western boundary with existing single family homes. See Exhibit B Tract 9 for illustration.

DATA AND ANALYSIS

PROOF OF OWNERSHIP / PROPERTY INFORMATION
The Original Recorded Warranty Deed, Boundary Survey and Legal Description are included as part of the application. The Development Timetable is to be determined.

AGENT AUTHORIZATION
The agent authorization is included.

DENSITY AND POPULATION

EXISTING	PROPOSED
8.3 acres PSP	20 acres Commercial
Estimated 108,465 sf buildings (FAR.30)	Estimated 250,000 sf (FAR .286)

CHANGE 141,535 sf Commercial

PUBLIC FACILITIES AVAILABLITY

POTABLE WATER

EXISTING	PROPOSED
PSP Uses 108,465 sf	250,000 sf commercial
Churches 36,000 sf / 7,200 gpd	Banks 30,000 sf / 5,625 gpd
Schools 36,000 sf / 17,500 gpd	Offices 70,000 sf / 11,900 gpd
Assisted Living 36,465 sf / 13,500 gpd	Retail 150,000 sf / 25,500 gpd
Total GPD 38,200 gpd	Total GPD 43,025

CHANGE 4,825 GPD

WASTEWATER

EXISTING	PROPOSED
PSP Uses 108,465 sf	Commercial 250,000 sf
Churches 36,000 sf / 7,200 gpd	Banks 30,000 sf / 5,625 gpd
Schools 36,000 sf / 14,000 gpd	Offices 70,000 sf / 7,000 gpd
Assisted Living 36,465 sf / 8,856 gpd	Retail 150,000 sf/ 15,000 gpd
Total GPD 30,056 gpd	Total GPD 27,625 gpd

CHANGE -2,431 GPD

SOLID WASTE

EXISTING	PROPOSED
PSP 108,465	250,000 sf commercial
Churches 36,000 sf / 245 ppd	Banks 30,000 sf / 936 ppd
Schools 36,000 sf / 252 ppd	Offices 70,000 sf / 420 ppd
Assisted Living 36,465 sf / 387 ppd	Retail 150,000 sf / 3,750 ppd
Total PPD 884 ppd	Total PPD 5,106

CHANGE 4,222 PPD

RECREATION

EXISTING	PROPOSED
PSP 108,465 sf NA	250,000 sf commercial NA

PUBLIC SCHOOLS

EXISTING	PROPOSED
108,465 sf PSP NA	250,000 sf commercial NA

Via Email: (micheal3@LegalTeamForLife.com)

Ref: 6602.01

TECHNICAL MEMORANDUM

To: Micheal D. Chiumento III, Chiumento Law

From: Kady L. Dearing, PE

Subject: Matanzas Woods Tract 9 – Comprehensive Plan Amendment (CPA) and Rezoning Traffic Impact Analysis (RTIA)

Date: December 18, 2025

INTRODUCTION

LTG, Inc. (LTG) has been retained by Matanzas GC Palm Coast, LLC, to prepare a traffic analysis in support of a Future Land Use (FLU) change and proposed rezoning for Matanzas Woods Tract 9. The parcel (Tract 9) consists of approximately 32.58 total acres and is a part of the Lakeview Estates Master Planned Development (MPD) Agreement between the City of Palm Coast and Matanzas GC Palm Coast, LLC. The purpose of this analysis is to modify the existing MPD to allow commercial land use. The subject property is located on the east side of US 1 and north of Matanzas Woods Parkway, in the City of Palm Coast, Florida. **Figure 1** shows the location of the project relative to the surrounding roadway network.

COMPREHENSIVE PLAN AMENDMENT (CPA) & PROPOSED REZONING

The CPA is required to revise the existing FLU from Greenbelt to Mixed Use for the 32.58-acre property. It should be noted that according to the existing MPD, only 8.3 acres are able to be developed.

The site has an existing FLU designation of Greenbelt, which allows a maximum of 1 dwelling per acre (DU/AC), resulting in a total of 8 dwelling units; represented by Single-Family Detached Housing (ITE code 210) or institutional uses meeting the Private/Semi-Public (PSP) Zoning District standards. The purpose of PSP is to provide areas for government owned facilities, religious institutions, civic buildings, educational institutions, etc. The maximum Floor Area Ratio (FAR) for the PSP District is 0.30, which results in 108,464 square-feet of institutional land use. The highest potential trip generator under this designation has been identified as United States Postal Services (ITE code 732).

Due to the nature of the MPD, both options were examined to determine the highest trip-generating use for the existing FLU designation. The daily, AM and PM peak-hour trip generation for the existing future land uses were determined using the Institute of Transportation Engineers (ITE) document, *Trip Generation Manual*, 12th Edition and are presented in **Table 1**, below.

Table 1
Existing FLU & Zoning Trip Generation
Matanzas Woods PUD, Tract 9

Time Period	Land Use	ITE LUC	Trip Rate Equation	Quantity (X)		Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips (T)
Daily	Single Family Residential	210	T = 8.07(X) + 265.45	8	DU	50%	50%	165	165	330
	United States Postal Services	732	T = 319.08(X)	108.46	KSF	50%	50%	17,305	17,304	34,609
AM Peak-Hour	Single Family Residential	210	T = 0.67(X) + 5.59	8	DU	27%	73%	3	8	11
	United States Postal Services	732	T = 19.03(X) + 25.66	108.46	KSF	52%	48%	1,087	1,003	2,090
PM Peak-Hour	Single Family Residential	210	Ln(T)=0.92Ln(X)+0.33	8	DU	62%	38%	6	3	9
	United States Postal Services	732	T = 16.73(X)	108.46	KSF	51%	49%	926	889	1,815

As shown in **Table 1**, the existing Greenbelt FLU designation results in a maximum total of 34,609 daily, 2,090 AM peak-hour, and 1,815 PM peak-hour trips.



Matanzas Woods PUD Tract 9 CPA and RTIA	N NTS	**Location Map**	LTG Engineering & Planning
		Project No.: 6602.01 Figure 1	

The applicant is requesting that the developable area be increased from 8.3 acres to 20 acres under a Mixed-Use FLU designation, as described in the City of Palm Coast Comprehensive Plan, as a General Commercial (COM-2) Zoning District. The Mixed-Use FLU, under this zoning designation, has a maximum FAR of 0.40, resulting in a maximum of 348,480 square-feet of mixed commercial land use. A combination of commercial land uses, as allowable under the COM-2 zoning designation, was used to estimate the highest trip-generating potential for the site. The total trip generation for the proposed future land use is shown in **Table 2**, below.

Table 2
Proposed FLU & Zoning Trip Generation
Matanzas Woods PUD, Tract 9

Time Period	Land Use	ITE LUC	Trip Rate Equation	Quantity (X)		Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips (T)
Daily	United States Postal Service	732	T = 319.08(X)	20.00	KSF	50%	50%	3,191	3,191	6,382
	Shopping Plaza (w/ Supermarket)	821	T = 136.41(X) - 2680.46	135.48	KSF	50%	50%	7,900	7,900	15,800
	Home Improvement Superstore	862	T = 30.65(X)	150.00	KSF	50%	50%	2,299	2,299	4,598
	High-Turnover (Sit-Down) Restaurant	932	T = 103.75(X)	18.00	KSF	50%	50%	934	934	1,868
	Fast-Food Restaurant	934	T = 448.12(X)	20.00	KSF	50%	50%	4,481	4,481	8,962
	Coffee/Donut Shop	937	T = 600.50(X)	5.00	KSF	50%	50%	1,502	1,501	3,003
	Total:			**348.48**	**KSF**			**20,307**	**20,306**	**40,613**
AM Peak-Hour	United States Postal Service	732	T = 19.03(X) + 25.66	20.00	KSF	52%	48%	211	195	406
	Shopping Plaza (w/ Supermarket)	821	T = 3.54 (X)	135.48	KSF	60%	40%	288	192	480
	Home Improvement Superstore	862	T = 1.50(X)	150.00	KSF	57%	43%	128	97	225
	High-Turnover (Sit-Down) Restaurant	932	T = 8.97(X)	18.00	KSF	55%	45%	89	72	161
	Fast-Food Restaurant	934	T = 33.24(X)	20.00	KSF	51%	49%	339	326	665
	Coffee/Donut Shop	937	T = 85.41(X)	5.00	KSF	51%	49%	218	209	427
	Total:			**348.48**	**KSF**			**1,273**	**1,091**	**2,364**
PM Peak-Hour	United States Postal Service	732	T = 319.08(X)	20.00	KSF	51%	49%	171	164	335
	Shopping Plaza (w/ Supermarket)	821	T = 8.58 (X)	135.48	KSF	49%	51%	569	593	1,162
	Home Improvement Superstore	862	T = 2.28(X)	150.00	KSF	57%	43%	195	147	342
	High-Turnover (Sit-Down) Restaurant	932	T = 9.18(X)	18.00	KSF	61%	39%	101	64	165
	Fast-Food Restaurant	934	T = 31.60(X)	20.00	KSF	52%	48%	329	303	632
	Coffee/Donut Shop	937	T = 39.0(X)	5.00	KSF	50%	50%	98	97	195
	Total:			**348.48**	**KSF**			**1,463**	**1,368**	**2,831**

As shown in **Table 2**, the proposed Mixed-Use FLU has the potential to result in 40,613 daily, 2,364 AM peak-hour, and 2,831 PM peak-hour trips.

The trip difference between the existing and the proposed future land use designations is determined by subtracting trips generated by the existing designation from the trips generated by the proposed designation. The results are presented in **Table 3**.

Table 3
Trip Generation Comparison
Matanzas Woods PUD, Tract 9

Period	Existing	Proposed	Trip Difference	
Daily	34,609	40,613	6,004	Increase
AM Peak-Hour	2,090	2,364	274	Increase
PM Peak-Hour	1,815	2,831	1,016	Increase

As shown in **Table 3**, this results in an overall trip increase of 6,004 daily trips (17.3%), 274 a.m. peak hour trips (13.1%), and 1,016 p.m. peak hour trips (56.0%).

CONCLUSION

This study was conducted to evaluate the impact of the proposed FLU and rezoning for a 32.58-acre parcel within the Lakeview Estates Master Planned Development, known as Tract 9. The proposed CPA will amend the current FLU designation from Greenbelt to Mixed Use. The rezoning will revise the zoning designation from Public/Semi-Private (PSP) to General Commercial (COM-2). The maximum developed area will also increase from 8.3 acres to 20 acres.

When evaluating the difference between the existing and proposed potential development scenarios for the proposed change, the trip generation comparison results in a trip increase of 6,004 daily trips (17.3%), 274 a.m. peak hour trips (13.1%), and 1,016 p.m. peak hour trips (56.0%).

Transportation concurrency and any potential mitigation required to offset deficiencies caused by the project will be assessed at the time a site plan application is filed with the City of Palm Coast.

I affirm, by affixing my signature below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional planning.

Name : Kady L. Dearing, PE

Signature: 

Date: December 18, 2025

Environmental Assessment

For the

Matanzas Woods Golf Course Property

Palm Coast, Flagler County, Florida

Prepared By:
Atlantic Ecological Services, LLC
Attention: Jody Sisk
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St. Augustine, FL 32080
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Prepared For:
Matanzas GC Palm Coast, LLC
Attn: Mr. Alex Ustilovsky
200 Ocean Crest Drive, Unit # 1111
Palm Coast, FL 32137

April 2021

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1.0 PROJECT INTRODUCTION

The Matanzas Woods Golf Course property is located within the City of Palm Coast, Flagler County, Florida, in a portion of Sections 21, 22, 27, & 28, Township 10 South, Range 30 East. The project area is approximately 275.96 acres in total size. The proposed project is identified as Flagler County Parcel ID # 07-11-31-7037-ORPOA0002. The subject property is generally located north of Matanzas Woods Parkway, east of US Highway 1, west of Interstate 95, and south of lands associated with the Palm Coast Park DRI. The property consists of an abandoned golf course within the City of Palm Coast. Please see the attached Location Map and Aerial Map within Appendix I for details. The latitude and longitude coordinates for the approximate center of the project are 29.615 North and -81.281 West, as determined via Google Earth.

The applicant for the project is:

Matanzas GC Palm Coast, LLC
Attn: Mr. Alex Ustilovsky
200 Ocean Crest Drive, Unit # 1111
Palm Coast, FL 32137

The subject property was previously permitted as a golf course within St. Johns River Water Management District MSSW# 4-035-0003A. The golf course has been closed since 2007.

Atlantic Ecological Services (AES) conducted an Environmental Assessment (EA) on the Matanzas Woods Golf Course property (herein referred to as the subject property). The subject property was reviewed to determine habitat type's present, boundaries of habitat types, presence of or the potential for protected species, wildlife utilization of the site and other environmental constraints noted during the site visits. This EA report discusses the methods used to conduct the EA, the results thereof and includes several supplementary figures.

Mr. Jody Sisk of AES performed the wetland and protected species review on the subject property. Mr. Sisk currently holds certifications from the City of Palm Coast as a Qualified Environmental Professional, including Gopher Tortoise Agent (#19567), Wetlands (#19568), and Listed Species (#19569).

2.0 EXISTING SITE CONDITIONS

The subject property consists of disturbed uplands, wetlands, and surface water ponds associated with the former golf course. The uplands consist of remnant pine flatwoods and golf course, and the wetlands consists of multiple hardwood forested systems, mixed hardwood/pine systems, freshwater marsh, and surface water ponds.

The communities and land use areas were categorized according to the Florida Department of Transportation (FDOT) (1991) Florida Land Use, Cover and Forms Classification System (FLUCFCS). The communities and land uses observed and delineated on the subject property are described in detail below and are shown on the attached Habitat Map.

2.1 Uplands

Golf Course - Remnant (FLUCCS 182) – Approximately 133.95 acres of the property exists as the remnant fairways, greens, and associated components of the Matanzas Golf Course. These areas exist as a mix of turf grass, ruderal weeds, landscape plants and trees, parking, and associated structures.

Pine Flatwoods (FLUCCS 411) – The remaining uplands, not included in the managed golf course area, found on the subject property are considered remnant pine flatwoods. They were part of the ITT pine plantation prior to the opening of the golf course in the 1980's. Evidence of remnant row planting was identified across the site. This habitat community s approximately 98.24 acres in total size. The canopy is dominated by slash pine (*Pinus elliottii*). Some Chinese tallow (*Sapium sebiferum*), live oak (*Quercus virginiana*), laurel oak (*Quercus laurifolia*), and loblolly bay (*Gordonia lasianthus*) are also located within the uplands, but at much less coverage. The understory is dominated by a thick cover of saw palmetto (*Serenoa repens*). Other species found, but at a much lesser extent, include wax myrtle (*Myrica cerifera*), gallberry (*Ilex glabra*), yaupon holly (Ilex vomitoria), bushy broom grass (*Andropogon glomeratus*), blackberry (*Rubu*s spp.), greenbriar (*Smilax* spp.), bahia grass (*Paspalum notatum*), cogon grass (*Imperata cylindrica*), and bracken fern (*Pteridium aquilinum*).

2.2 Wetlands

Mixed Wetland Hardwoods (FLUCCS 617) – Multiple mixed hardwood wetland systems are located on the subject property totaling approximately 0.2 acres. These wetlands consist primarily of a canopy of red maple (*Acer rubrum*), Chinese tallow, laurel oak, and loblolly bay. The understory includes dahoon holly (*Ilex cassine*), wax myrtle and saw palmetto.

Cypress (FLUCCS 621) – Multiple small, isolated cypress depressions totaling 2.97 acres are located on the subject property. These systems are dominated by cypress (*Taxodium* spp.). Other species include red maple, slash pine, and dahoon holly.

Wetland Mixed Forest (FLUCCS 630) – Multiple mixed hardwood and pine wetlands are located on the subject property. The wetland mixed forest communities combined equal approximately 15.09 acres in total area on the subject property. The canopy is dominated by red maple, sweetgum (*Liquidambar styraciflua*), cypress, Chinese tallow, laurel oak, loblolly bay, and slash pine. The understory includes dahoon holly, wax

myrtle, saw palmetto, shiny lyonia (*Lyonia lucida*), gallberry, and herbaceous species such as Virginia chain fern (*Woodwardia virginica*), beakrush (*Rhynchospora* spp.), and yellow-eyed grass (*Xyris* spp.).

Freshwater Marsh (FLUCCS 641) – One freshwater marsh is located on the subject property totaling approximately 5.33 acres. The marshes are dominated by St. Johns wort (*Hypericum fasciculatum*), maidencane (*Panicum hemitomon*), torpedo grass (*Panicum repens*), Carolina willow (*Salix caroliniana*), red root (*Lacnanthes caroliniana*), and primrose willow (*Ludwigia peruviana*).

2.3 Surface Waters

Ponds (FLUCCS 530) – Approximately 20.18 acres of the subject property exists as surface water ponds associated with the former golf course.

3.0 SOILS

A discussion of each soil type present on the subject property is documented below. Please see the attached Soils Map within Appendix I for the location of each soil type.

Wabasso fine sand (4) – This very deep, nearly level, poorly drained soil is in broad flatwood areas. Individual areas of this soil are irregular in shape and range from 4 to 200 acres. The seasonal high water table is at a depth of 6 to 18 inches for as much as 3 months during most years. It recedes to a depth of more than 40 inches during dry periods.

Hicoria, Riviera, and Gator soils, depressional (8) – This is a very deep, nearly level, poorly drained soil found in depressions in the flatwoods. Individual areas are circular to irregular in shape and range from 3 to 1,500 acres. The undrained areas of this map unit are ponded, as much as 24 inches of water is above the surface for 6 months or more except during extended dry periods.

Myakka fine sand (11) – This is a very deep, nearly level, very poorly drained soil that is in broad flatwood areas. The areas range from 5 to 500 acres. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 4 months of the year. It is at a depth of 10 to 40 inches for more than 6 months of the year.

Placid, Basinger, and St. Johns soil, depressional (12) – These are very deep, poorly drained soils which are present in depressions along flatwoods. Undrained areas are ponded for long periods. They range from 3 to 400 acres in size. In most years, undrained areas are ponded for more than 6 months, and the seasonal high water table is as much as 2 feet above the surface.

Immokalee fine sand (13) – This is a poorly drained, nearly level soil on broad flats and low knolls in flatwoods. Mapped areas of this soil range from 5 to 600 acres. The

seasonal high water table is at a depth of 6 to 18 inches for 2 months and at 10 to 40 inches during periods of lower rainfall in most years under natural conditions. During extended dry periods, the water table recedes to a depth of more than 40 inches.

Valkaria-Smyrna Complex (18) – This is a very deep, nearly level, poorly drained soil on flatwoods. Areas in this soil are irregular and range from 40 to 300 acres. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 4 months of the year. It is at a depth of 10 to 40 inches or more during extended dry periods.

Vakaria fine sand (19) – This is a very deep, nearly level, poorly drained soil on low broad flats and in sloughs connecting depressions. Areas in this soil are irregular and range from 5 to 100 acres in size. The seasonal high water table is at a depth of 0 to 6 inches for 2 to 6 months of the year.

Smyrna fine sand (21) – This is a very deep, poorly drained soil which is present in nearly level flatwoods areas. They range from 4 to 400 acres. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 4 months during wet seasons and at 10 to 40 inches for more than 6 months.

Uderants, moderately wet (29) – This map unit consists of heterogeneous soil material that was removed from other soils and used in land-leveling operations as fill material. Uderants do not have an orderly sequence of soil layers. This soil makes up the areas which were excavated and filled during the construction of the city drainage system in the 1970's.

Pits (30) – This map unit consists of excavated areas from which soil and geologic material was removed for use mainly in road construction and as fill material.

Pomona fine sand (40) – This very deep, poorly drained, nearly level soil is in the broad flatwood areas. Individual areas are irregular in shape and range from 80 to 400 acres in size. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 3 months and is at a depth of 10 to 40 inches for more than 6 months in most years.

4.0 WETLANDS AND SURFACE WATERS

4.1 Methods and Jurisdiction

The wetlands on the subject property fall under the regulatory jurisdiction of the Florida Department of Environmental Protection (federal 404), St. Johns River Water Management District (state) and the City of Palm Coast (local). The criteria used to determine the presence of the boundaries of wetlands and surface waters were in accordance with Chapter 62-340 F.A.C. Approximately 23.57 acres of wetlands, 20.18 acres of surface water ponds, and 0.84 acres of surface water ditches are located on the subject property. Please see the attached Wetland Map within Appendix I.

Multiple wetlands onsite could be considered isolated and therefore not jurisdictional to the State 404 Program. Due to the isolated nature of Wetlands 2-4, 8-12, and 14-16, it is not anticipated each will meet the requirements to be considered Waters of the United States (WotUS).

4.2 Wetland Quality, Impacts, and Mitigation

The wetlands onsite are of moderate quality. The City of Palm Coast will require a 25' average/15' minimum upland buffer due to the quality of wetland. The wetland onsite was assessed utilizing the City of Palm Coast Wetland Quality Assessment Methodology (WQAM). Please see Appendix II for the attached WQAM worksheets.

If wetland impacts are proposed the wetland mitigation could be completed through onsite wetland preservation/enhancement or wetland creation, or through the purchase of mitigation credits from the Fish Tail Swamp Wetland Mitigation Bank or the Brick Road Wetland Mitigation Bank. The project and the proposed mitigation are located within the Matanzas River and Pellicer Creek basin (Basin 9). Both mitigation banks listed above have available credits within the basin.

5.0 WILDLIFE OBSERVATIONS

Wildlife observations, both direct and indirect, were made throughout the course of the site investigation. A list of species observed is provided in the following table:

Table 5.1 Wildlife species observed on the Matanzas Woods Golf Course Property in Flagler County, Florida.

Taxon	Common Name	Scientific Name	Protected*
Birds	Black vulture	*Coragyps atratus*	No
	Carolina wren	*Thryothorus ludovicianus*	No
	Common grackle	*Quiscalus quiscula*	No
	Grey catbird	*Dumetella carolinensis*	No
	Northern mockingbird	*Mimus polyglottos*	No
	Great blue heron	*Ardea herodias*	No
	White ibis	*Eudocimus albus*	No
	Wood stork	*Mycteria americana*	Yes
	Tri-colored heron	*Egretta tricolor*	Yes
Mammals			
	Nine-banded armadillo	*Dasypus novemcinctus*	No
	Racoon	*Procyon lotor*	No
	Feral pig	*Sus scrofa*	No
	White-tailed deer	*Odocoileus virginianus*	No

6.0 PROTECTED SPECIES

Prior to visiting the site, a background literature search was conducted to compile a list of state and federally protected animal and plant species that could occur on the subject property. The three primary sources of literature reviewed include the Florida Fish and Wildlife Conservation Commission's (FWC) *Florida's Endangered Species, Threatened Species, And Species of Special Concern*, the United States Fish and Wildlife Service's (FWS) Threatened and Endangered Species System (TESS) database, and the Florida Department of Agriculture and Consumer Services (FDACS), Division of Plant Industry's (DPI) *Notes on Florida's Endangered and Threatened Plants*. During the site reconnaissance, observations or evidence of protected species and the likelihood of occurrence of each protected species were noted. Further review was completed following the habitat mapping and descriptions.

6.1 Protected Wildlife Species

The protected animal species with at least some likelihood of occurrence are listed in Table 6.1.1, below. The likelihood of occurrence of each species is noted in the table and those species with at least a moderate likelihood of occurrence are discussed following the table.

Table 6.1.1: Protected wildlife species with the potential to occur on the Matanzas Woods Golf Course Property in Flagler County, Florida.

Species Name	Common Name	Agency Listing		Likelihood of Occurrence	Habitat
		FWC	FWS/NMFS		
Alligator mississippiensis	American alligator		T(S/A)	Low	Various aquatic habitats
Dendroica kirtlandii	Kirtland's warbler	E	E	Low	Migrant, utilizing various terrestrial and palustrine habitats
Drymarchon corais couperi	Eastern indigo snake	T	T	Mod	Wide variety of habitats
Egretta caerulea	Little blue heron	T		High	Marshes, ponds, lakes, meadows, streams & mangroves
Egretta tricolor	Tri-colored heron	T		High	Marshes, ponds, lakes, meadows, streams & mangroves
Falco sparverius paulus	Southeastern American kestral	T		Mod	Wide variety of open habitats
Gopherus polyphemus	Gopher tortoise	T	CS	Mod	Sandhills, scrub, hammocks, dry prairies, flatwoods, & ruderal
Grus canadensis pratensis	Florida sandhill crane	T		Mod	Shallow wetlands, freshwater marshes and wet prairies
Haliaeetus	Southern bald		BGEPA	Mod	Coasts, rivers and large

leucocephalus	eagle				lakes in open areas
Mycteria americana	Wood stork	E	E	Obs	Marshes, swamps, streams and mangroves
Ursus americanus floridanus	Florida black bear			Mod	Variety of forested landscapes

Those species listed as having a moderate likelihood of occurrence or higher in Table 6.1 are listed as such due to presence of suitable habitat.

Long-legged waders have a high likelihood of occurrence onsite due to the marsh and surface water ponds found on the subject property. This includes the little blue heron (*Egretta caerulea*), snowy egret (*Egretta thula*), tricolored heron (*Egretta tricolor*), and white ibis (*Eudocimus albus*). It is anticipated these species utilize the wetlands onsite for foraging and roosting. No wading bird rookeries are known or were identified on or near the subject property. Any modifications to the existing surface water ponds would include creation of stormwater ponds. Therefore, this project is not likely to adversely affect any wading bird populations.

While no wood storks (*Mycteria americana*) were observed on the subject property, wood storks have been observed routinely throughout the area. No nesting rookeries were observed. The project site is not located within a Core Foraging Area (CFA) for wood storks. Therefore, this project is not likely to adversely affect the wood stork population.

Florida sandhill cranes (*Grus canadensis pratensis*) are routinely observed in the area. No sandhill cranes were observed on the subject property during the onsite surveys. The marsh wetland and littoral zones of the surface water ponds onsite are considered potential for nesting. No nests or signs of nesting activity were identified. Prior to construction of the site a Florida sandhill crane nest survey should be completed to determine if any nesting pairs are utilizing the site.

The FWC's Eagle Nest Locator website was queried for data regarding documented southern bald eagle (*Haliaeetus l. leucocephalus*) nests in the project vicinity. The southern bald eagle is protected under the Bald and Golden Eagle Protection Act (BGEPA). Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. No active bald eagle nests are located within 2 miles of the project area. No bald eagle nests were observed on the subject property or adjacent to its boundaries. Therefore, this project is not likely to adversely affect the southern bald eagle.

The southeastern American kestrel (Falco sparverius paulus) is listed as a Species of Special Concern by the FWC. The subject property provides habitat which could be conducive to utilization and nesting by the southeastern American kestrel. It is recommended that southeastern American kestrel surveys be completed prior to

development of the site. The surveys should be conducted in accordance with guidelines set forth within the publication *Ecology and Habitat Protection Needs of the southeastern American kestrel* (Falco sparverius paulus) *on large-scale development sites in Florida*.

A preliminary gopher tortoise (*Gopherus polyphemus*) burrow survey was conducted on the subject property. The gopher tortoise survey was conducted in accordance with the techniques outlined in the publication*, Ecology and Habitat Protection Needs of Gopher Tortoise (*Gopherus polyphemus*) Populations Found on Lands Slated for Development in Florida*. The gopher tortoise, listed as Threatened by the FWC, is a key component in the determination of habitat suitability for other protected species because of the large number of other animals that will use tortoise burrows for one or more of their life requisites. No potentially occupied gopher tortoise burrows were identified. Prior to construction an updated 100% gopher tortoise survey should be completed.

The eastern indigo snake (*Drymarchon corais couperi*), has a moderate likelihood to occur on the subject property due to the habitats identified. The species is a gopher tortoise commensal species due to its association and utilization of gopher tortoise burrows for their life requisites. Prior to construction a 100% gopher tortoise survey will be completed.

The American alligator (Alligator mississippiensis) is listed as Threatened by the FWS. Best Management Practices (BMP's) should be followed in the case of any individual American alligator entering the project area during construction will be provided ample space to allow the animal to exit the construction zone. Through this management technique, the project is not likely to adversely affect the American alligator.

Florida black bear (Ursus americanus floridanus) have been observed in the vicinity of the subject property along US Highway 1. No signs of Florida black bears were identified on the subject property. Any proposed project for development should adhere to the Florida Bear Smart Communities program. If the development criteria are adhered to then the project is not anticipated to adversely affect the Florida black bear.

No other protected species are anticipated to utilize the subject property.

6.2 Protected Plant Species

The protected plant species with some potential to occur on the subject property are listed in Table 6.2.1, below.

Table 6.2.1: Protected plant species with the potential to occur on the Matanzas Woods Golf Course property, in Palm Coast, Flagler County, Florida.

Species Name	Common Name	Agency Listing		Likelihood of Occurrence	Habitat
		FDACS	FWS		
Asclepias viridula	Southern milkweed	T		Low	Pine flatwoods at wetland margins

Calopogon barbatus	Bearded grass pink	T	Low	Wet pine flatwoods, bogs
Calopogon multiflorus	Many-flowered grass pink	E	Low	Pine flatwoods, esp. recently burned
Encyclia tampensis	Butterfly orchid	CE	Low	Mangrove, cypress and hardwood swamps; hammocks
Epidendrum conopseum	Greenfly orchid	CE	Low	Moist hammocks, cypress and hardwood swamps; epiphytic
Helianthus carnosus	Lakeside sunflower	E	Low	Wet flatwoods
Lilium catesbaei	Catesby's lily	T	Low	Moist pine flatwoods and savannahs
Lycopodiella cernua	Nodding clubmoss	CE	Low	Wet pinelands
Nemastylis floridana	Fall-flowering ixia; celestial lily	E	Low	Swamps, marshes and wet pine flatwoods
Osmunda cinnamomea	Cinnamon fern	CE	Obs	Wet woods and swamps
Osmunda regalis	Royal fern	CE	Obs	Wet woods and swamps
Platanthera blephariglottis	Large white fringed orchid	T	Low	Marshes, and wet, open, grassy areas
Platanthera flava	Southern tubercled orchid;gypsy-spikes	T	Low	Cypress and hardwood swamps
Platanthera nivea	Snowy orchid; bog torch	T	Low	Wet pine flatwoods
Pogonia ophioglossoides	Rose pogonia	T	Low	Marshes and wet, pine flatwoods
Sarracenia minor	Hooded pitcherplant	T	Low	Wet, open, acid pinelands and bogs
Spiranthes brevilabris var. floridana	Florida ladies' tresses	E	Low	Pine flatwoods
Spiranthes laciniata	Lace-lip ladies' tresses	T	Low	Marshes and cypress swamps
Spiranthes longilabris	Long-lip ladies' tresses	T	Low	Marshes and wet pine flatwoods
Spiranthes tuberosa	Little ladies' tresses; little pearl twist	T	Low	Pine flatwoods
Zephyranthes atamasca	Rain lily	T	Low	Wet pine flatwoods and meadows
Zephyranthes simpsonii	Simpson's zephyr lily	T	Low	Wet pine flatwoods and meadows

E= Endangered; T= Threatened; CE= Commercially Exploited

No federally protected plant species are expected to occur on the subject property.

7.0 CULTURAL RESOURCES

A preliminary review of the Florida Master Site File (FMSF) was completed through the Division of Historical Resources (DHR) and the State Historic Preservation Officer (SHPO) for the subject property. One known archaeological resource and one resource group were adjacent to the subject property. US Highway 1 (FL00291) is listed as a linear resource by DHR. No significant impacts to US Highway 1 are anticipated. Davis' Store (FL00248) is listed as an archaeological resource. This resource was identified as part of the Palm Coast Park DRI. The resource is no longer in existence and is not eligible for further evaluation. Please see Appendix III for correspondence from the Florida Master Site File. The project is not anticipated to affect any cultural resources.

8.0 SUMMARY

The Matanzas Woods Golf Course property is located within the City of Palm Coast, Flagler County, Florida. The subject property consists disturbed upland, wetland, and surface water habitats. The property is approximately 275.96 acres in total size.

Multiple wetlands totalling approximately 1.86 acres and surface waters totaling approximately 23.57 acres were delineated on the subject property. In addition to the wetlands, approximately 20.18 acres of surface water ponds, and 0.84 acres of surface water ditches are located on the subject property. The wetlands on the subject property are all considered moderate quality and would therefore require a 25' average/15' minimum upland buffer by the City of Palm Coast. If wetland impacts are proposed the wetland mitigation could be completed through onsite wetland preservation/enhancement or wetland creation, or through the purchase of mitigation credits from the Fish Tail Swamp Wetland Mitigation Bank or the Brick Road Wetland Mitigation Bank.

The subject property provides potential habitat for a multitude of protected wildlife species. Further specific species surveys are recommended prior to construction of the project. Specific surveys for the gopher tortoise, Florida sandhill crane, and southeastern American kestrel should be completed.

No federally protected flora species are anticipated on the subject property.

No known cultural resources are anticipated on or adjacent to the subject property. Therefore, no impacts to cultural resources is anticipated due to development of the property.

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APPENDIX I

FIGURES



Image Source: ESRI 2018
Date: 3-27-19

0 1,500 3,000 Feet

N

Location Map
Matanzas Woods Golf Course
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticeco.com
201 Basque Rd | St. Augustine, FL 32080

Document Path: C:\Users\Owner\Desktop\GIS\Matanzas-Woods-Golf\MXD\aerial.mxd

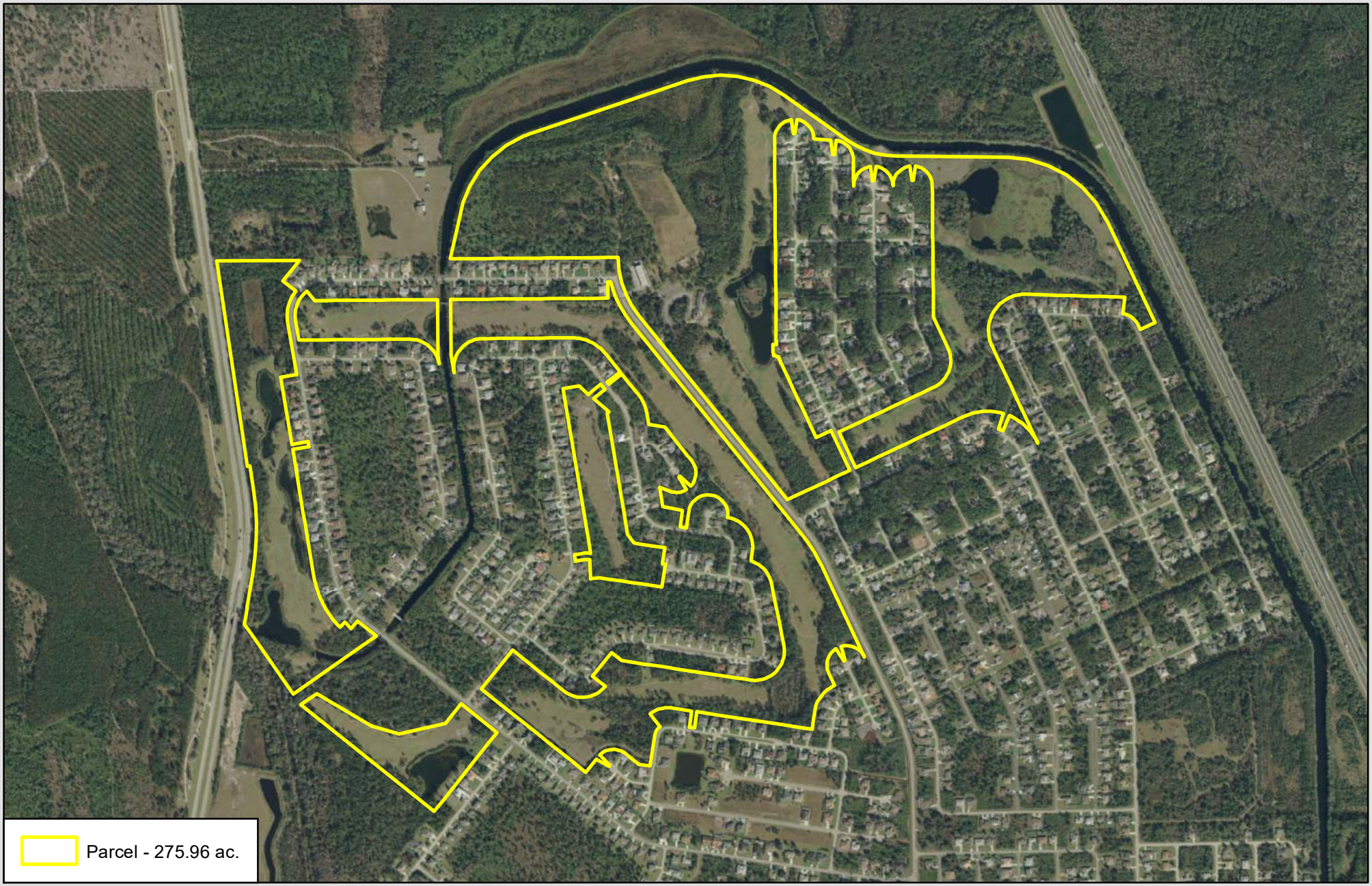


Image Source: ESRI 2017
Date: 3-23-19

0 500 1,000 Feet

N

Aerial Map
Matanzas Woods Golf Course
Flagler County, Florida

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Document Path: C:\Users\Owner\Desktop\GIS\Matanzas-Woods-Golf\MXD\topo.mxd



Image Source: ESRI 2017
Date: 3-27-19

0 500 1,000 Feet

N

Topographic Map
Matanzas Woods Golf Course
Flagler County, Florida

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Document Path: C:\Users\Owner\Desktop\GIS\Matanzas-Woods-Golf\MXD\soil.mxd



Image Source: ESRI 2017
Date: 3-23-19

0 500 1,000 Feet

N

Soil Map
Matanzas Woods Golf Course
Flagler County, Florida

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Document Path: C:\Users\Owner\Desktop\GIS\Matanzas-Woods-Golf\MXD\habitat-rev-4-19-21.mxd

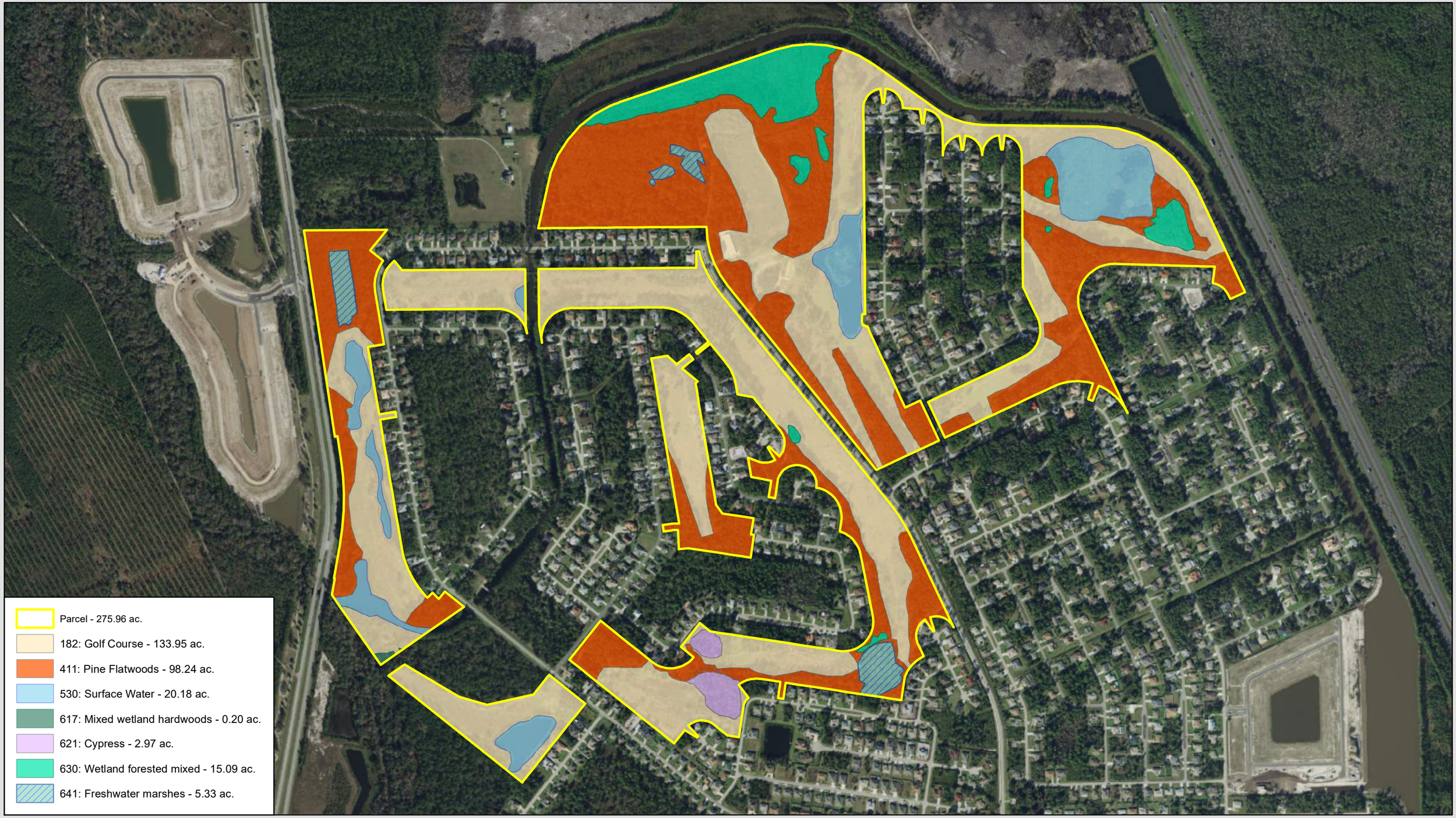


Image Source: ESRI 2019
Date:4-19-21

0 350 700 Feet

N

Habitat Map
Matanzas Woods Golf Course
Flagler County, Florida

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Document Path: C:\Users\Owner\Desktop\GIS\Matanzas-Woods-Golf\MXD\Wet-SW-Iso.mxd

W-1
11.50 ac.

W-15
0.35 ac.

W-3
0.35 ac.

Ditch-1
0.29 ac.

W-14
0.18 ac.

SW-1
9.53 ac.

W-2
0.77 ac.

W-4
0.52 ac.

W-13
2.06 ac.

W-8
0.04 ac.

W-5
1.86 ac.

SW-3
0.26 ac.

SW-2
3.44 ac.

Roadside Ditch
(Offsite)

SW-4
1.65 ac.

W-16
0.20 ac.

Ditch-2
0.19 ac.

SW-5
0.90 ac.

W-12
0.87 ac.

SW-6
2.07 ac.

W-10
0.22 ac.

W-6
0.01 ac.

W-7
0.19 ac.

W-9
2.35 ac.

W-11
2.10 ac.

SW-7
2.33 ac.

Ditch-3
0.36 ac.

Surface Water - 20.18ac.
Ditch - 0.84 ac.
Jurisdictional Wetland - 13.76 ac.
Isolated Wetland - 9.81 ac.
Parcel - 275.96 ac.

Image Source: ESRI 2017
Date: 8-12-19

0 350 700 Feet

N

Wetland and Surface Water Map
Matanzas Woods Golf Course
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticeco.com
201 Basque Rd | St. Augustine, FL 32080

APPENDIX II

HABITAT ASSESSMENTS

PART I – Qualitative Description
Wetland Quality Assessment Method

Site/Project Name	Application Number	Assessment Area Name or Number
Matanzas Woods Golf Course		

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
617,630, 641			26.20 acre

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
9 - Matanzas & Pellicer Creek		

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

The site is bound by development and roads

Assessment area description

The wetlands onsite have been impacted by the past pine silviculture, surrounding develpment, and fire suppression.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
Roads and homes around the property	N/A

Functions	Mitigation for previous permit/other historic use
Provides cover, roosting, substrate, and/or refuge; food chain support; water quality improvements, flood water storage/attenuation.	N/A

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
Whitetail deer, bobcat, cottonmouth, Eastern diamondback rattlesnake, pigmy rattlesnake, wading birds, redshouldered hawk, vultures, various passerine birds,	Wading Birds - feeding & roosting ;

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
JS	3/25/2019

PART II – Quantification of Assessment Area
Wetland Quality Assessment Method

Site/Project Name	Application Number	Assessment Area Name - Review (Original)
Matanzas Golf Course		
Assessment Area Acreage	**Review (Original) Assessment conducted by:**	**Review (Original) Assessment dates:**
26.20 acre	JS	3/25/19

Scoring Guidance	**Optimal (10)**	**Moderate(7)**	**Minimal (4)**	**Not Present (0)**
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

Location and Landscape Support Score: 6	Notes:	Adjacent Landscape Description Development and roads and past land uses and disturbance dramatically affect habitat and wildlife usage.
Water Environment Score: 6	Notes:	Soils Description not appropriate soil composition due to drainage and ditching found offsite Hydrology Description Hydrology has been affected by pine rowing, ditches, and development
Community structure 1. Vegetation and/or 2. Benthic Community Score: 6	Notes:	Vegetation & Wildlife Notations Heavy coverage of Chinese tallow. Fire suppresion has affected biodiversity and age composition. FLUCFCS** Code: 617, 621,630, 641

WQAM Score	Wetland Category Key - Application Package Requirements from Proposed Wetland Impacts		
Sum of above / 30	Minimal (0.00 - 0.40)	Moderate (0.41 - 0.70)	Optimal (0.71 - 1.0)
	Wetland Impact Analysis	Wetland Impact Analysis	Wetland Impact Analysis
	25' avg. 15' min. upland buffer	25' avg. 15' min. upland buffer	50' avg. 25' min. upland buffer
	Compensatory Mitigation	Compensatory Mitigation	Compensatory Mitigation
Score: 0.6	State and federal permits	State and federal permits	State and federal permits
		Avoidance and Minimization Analysis	Avoidance and Minimization Analysis
			No Net Loss' Analysis

APPENDIX III

CULTURAL RESOURCE ASSESSMENT

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

March 27, 2019

Jody Sisk
Atlantic Ecological Services
904-347-9133
jody@atlanticeco.com

Parcel ID 07-11-31-7037-ORPOA-0002

In response to your inquiry of March 27, 2019, the Florida Master Site File lists one archeological resource and one resource group recorded at the designated area in Flagler County, Florida

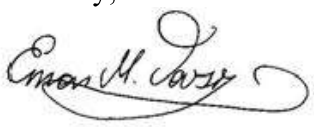
Sections 21, 22, 27, and 28, Township 10 S, Range 30 E

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

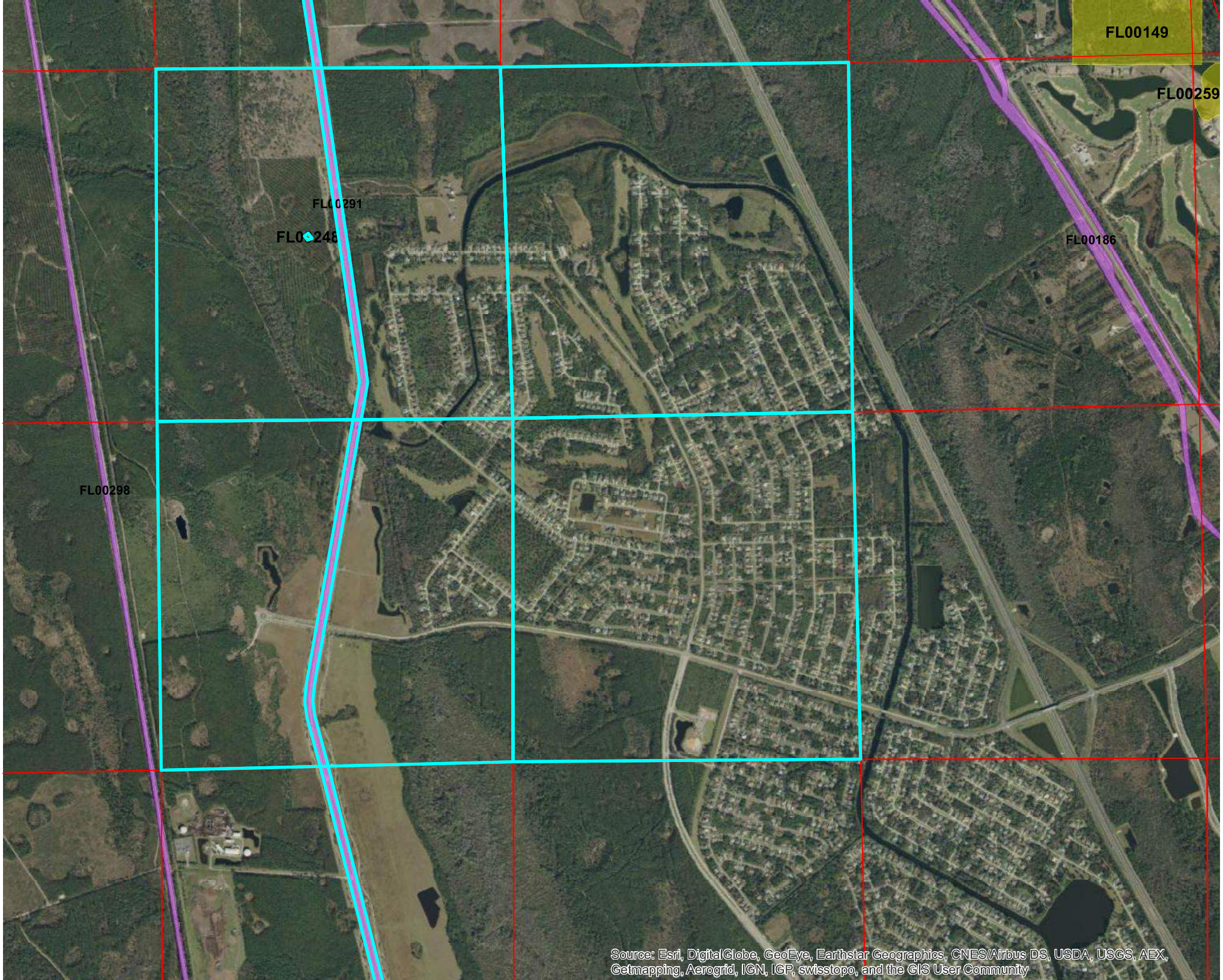


Eman M. Vovsi, Ph.D.
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com

AR=1
SS=0
CM=0
RG=1
BR=0
Total=2

Cultural Resource Roster

SiteID	Type	Site Name	Address	Additional Info	SHPO Eval	NR Status
FL00248	AR	Davis' Station	Palm Coast		Not Eligible	
FL00291	RG	US-1	Palm Coast	Linear Resource	Not Eligible	


FL00149
FL00259
FL00291
FL00186
FL00298
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

P > 12/20/2004 SB
E

Page 1

☒ Original
☐ Update
(give site#)

ARCHAEOLOGICAL SITE FORM
FLORIDA MASTER SITE FILE
Version 2.2 3/97

Consult *Guide to Archaeological Site Form* for detailed instructions.

Site #8 FL248
Recorder Site# WPC Series
Field Date 00 / 00 / 03
Form Date 02 / 29 / 04

Site Name(s) Davis' Station
Project Name Cultural Resource Survey of West Palm Coast, Flagler
Multiple Listing (DHR only)
FMSF Survey # 16347

Ownership: ☒private-profit ☐private-nonprofit ☐private-individual ☐private-unspecid. ☐city ☐county ☐state ☐federal ☐foreign ☐Native American ☐unknown

USGS 7.5 Map Name & Date ~~Dinner Island NE~~ ESPANOLA
County Flagler

Township 10 Range 30 Section 21 ☐ Check if Irregular Section; Qtr. Section (check all that apply): ☐NE ☒NW ☐SE ☐SW

Landgrant
Tax Parcel # (s)

City / Town (if within 3 mi.) Palm Coast
In Current City Limits? ☐yes ☒no ☐unknown

UTM: Zone ☐16 ☐17 Easting 0 Northing 0

Address / Vicinity of / Route to U.S.1 bisects, adjacent to existing Palm Coast; proposed for annexation

Name of Public Tract (e.g., park)

SETTING *

☒ Land - *terrestrial*
☐ Cave/Sink - *subterranean*
- ☐ terrestrial
- ☐ aquatic
- ☐ intermittently flooded

☐ Wetland - *palustrine*
- ☐ usually flooded
- ☐ sometimes flooded
- ☐ usually dry

☐ Lake/Pond - *lacustrine*
☐ River/Stream/Creek - *riverine*
☐ Tidal - *estuarine*
☐ Saltwater - *marine*
- ☐ marine unspecified
- ☐ "high energy" marine
- ☐ "low energy" marine

☐ Other store/station

STRUCTURES - OR - FEATURES *

☐ aboriginal boat	☐ fort	☐ road segment
☐ agric/farm building	☐ midden	☐ shell midden
☐ burial mound	☐ mill unspecified	☐ shell mound
☒ building remains	☐ mission	☐ shipwreck
☐ cemetery/grave	☐ mound unspecified	☐ subsurface features
☐ dump/refuse	☐ plantation	☐ surface scatter
☐ earthworks	☐ platform mound	☐ well

FUNCTION *

☐ none specified
☐ campsite
☐ extractive site
☐ habitation (prehistoric)
☒ homestead (historic)
☐ farmstead
☐ village (prehistoric)
☐ town (historic)
☐ quarry

Aboriginal *

☐ Alachua	☐ Englewood	☐ Glades unspecif.	☐ St. Augustine	☐ Seminole: 2d War To 3d	
☐ Archaic, Early	☐ Fort Walton	☐ Hickory Pond	☐ St. Johns Ia	☐ Seminole: 3d War On	
☐ Archaic, Middle	☐ Glades Ia	☐ Leon-Jefferson	☐ St. Johns Ib	☐ Seminole unspecified	
☐ Archaic, Late	☐ Glades Ib	☐ Malabar I	☐ St. Johns I unspecified	☐ Swift Creek, Early	
☐ Archaic unspecified	☐ Glades I unspecif.	☐ Malabar II	☐ St. Johns IIa	☐ Swift Creek, Late	
☐ Belle Glade I	☐ Glades IIa	☐ Manasota	☐ St. Johns IIb	☐ Swift Creek, unspecified	
☐ Belle Glade II	☐ Glades IIb	☐ Mount Taylor	☐ St. Johns IIc	☐ Transitional	
☐ Belle Glade III	☐ Glades IIc	☐ Norwood	☐ St. Johns II unspecified	☐ Weeden Island I	
☐ Belle Glade IV	☐ Glades II unspecif.	☐ Orange	☐ St. Johns unspecified	☐ Weeden Island II	
☐ Belle Glade unspecif.	☐ Glades IIIa	☐ Paleoindian	☐ Santa Rosa	☐ Weeden Island unspecif.	
☐ Cades Pond	☐ Glades IIIb	☐ Pensacola	☐ Santa Rosa-Swift Creek	☐ Prehistoric nonceramic	
☐ Deptford	☐ Glades IIIc	☐ Perico Island	☐ Seminole: Colonization	☐ Prehistoric ceramic	
	☐ Glades III unspecif.	☐ Safety Harbor	☐ Seminole: 1st War To 2d	☐ Prehistoric unspecified	

Nonaboriginal *

☐ First Spanish 1513-99
☐ First Spanish 1600-99
☐ First Spanish 1700-1763
☐ First Spanish unspecified
☐ British 1763-1783
☐ Second Spanish 1783-1821
☐ American Territorial 1821-45
☐ American Civil War 1861-65
☐ American 19th Century
☒ American 20th Century
☐ American unspecified
☐ African-American

☐ Other (Less common phases are not check-listed. For historic sites, also give specific dates if known.)
1940s - 1960s roadside store/station/residence

* Consult *Guide to Archaeological Site Form* for preferred descriptions not listed above (data are "coded fields" at the Site File).

Potentially eligible for a local register? ☐yes: name register at right ☒no ☐insufficient info
Individually eligible for National Register? ☐yes ☒no ☐insufficient info
Potential contributor to NR district? ☐yes ☒no ☐insufficient info
Name of local register if eligible:

Explanation of Evaluation (Required if evaluated; limit to 3 lines; attach full justification)
Station demolished

Recommendations for Owner or SHPO Action documentation only

DHR USE ONLY OFFICIAL EVALUATIONS DHR USE ONLY

NR DATE __/__/__
DELIST DATE __/__/__

KEEPER-NR ELIGIBILITY: ☐yes ☐no
SHPO-NR ELIGIBILITY: ☐yes ☑no ☐potentially elig. ☐insufficient info. Date 12/6/04
LOCAL DESIGNATION: Date __/__/__
Local office

National Register Criteria for Evaluation ☐a ☐b ☐c ☐d (See National Register Bulletin 15, p. 2)

ARCHAEOLOGICAL SITE FORM

Site #8 FL248

Consult *Guide to Archaeological Site Form* for detailed instructions.

SITE DETECTION*

- ☐ no field check
- ☒ literature search
- ☒ informant report
- ☒ remote sensing
- ☒ exposed ground
- ☐ posthole digger
- ☐ auger--size:___
- ☒ unscreened shovel
- ☒ screened shovel

SITE BOUNDARIES*

- ☐ bounds unknown
- ☐ none by recorder
- ☒ literature search
- ☒ informant report
- ☐ remote sensing
- ☒ insp exposed ground
- ☐ posthole tests
- ☐ auger--size:_____
- ☒ unscreened shovel
- ☒ screened shovel
- ☐ block excavations
- ☐ estimate or guess

Other methods; number, size, depth, pattern of units; screen size (attach site plan) Surface observations and documentation of building debris

Extent Size (m^2) 50 Depth/stratigraphy of cultural deposit

Temporal Interpretation* - Components (check one): ☒ single ☐ prob single ☐ prob multiple ☐ multiple ☐ uncertain ☐ unknown

Describe each occupation in plan (refer to attached large scale map) and stratigraphically. Discuss temporal and functional interpretations: 1940s - 1960s store/station

Integrity Overall disturbance*: ☐ none seen ☐ minor ☐ substantial ☐ major ☐ redeposited ☒ destroyed-**documentl** ☐ unknown

Disturbances/threats/protective measures site destroyed

Surface: area collected none m^2 # collection units_____; Excavation: # noncontiguous blocks _____

Total Artifacts #_____(C)ount or (E)stimate? Surface #_____(C) or (E) Subsurface #_____ (C) or (E)

COLLECTION SELECTIVITY*

- ☐ unknown
- ☐ unselective (all artifacts)
- ☒ selective (some artifacts)
- ☐ mixed selectivity

SPATIAL CONTROL*

- ☐ uncollected
- ☐ general (not by subarea)
- ☐ unknown
- ☐ controlled (by subarea)
- ☐ variable spatial control
- ☐ Other_____

ARTIFACT CATEGORIES* and DISPOSITIONS* (*example:* _A_ bone-human)

Pick exactly one *code* from Disposition List ⇨ ⇨ ⇨ ⇨

___	bone-animal	___	exotic-nonlocal
___	bone-human	___	glass
___	bone-unspecified	___	lithics-aboriginal
___	bone-worked	X	metal-nonprecious
X	brick/building debris	___	metal-precious/coin
___	ceramic-aboriginal	___	shell-unworked
___	ceramic-nonaboriginal	___	shell-worked
___	daub	___	Others:

Disposition List*

- A - category always collected
- S - some items in category collected
- O - observed first hand, but not collected
- R - collected and subsequently left at site
- I - informant reported category present
- U - unknown

Artifact Comments building debris

DIAGNOSTICS (Type or mode, and frequency: e.g., *Suwanee ppk, heat-treated chert, Deptford Check-stamped, ironstone/whiteware*)

1.	_____	N=___	5.	_____	N=___	9.	_____ N=___
2.	_____	N=___	6.	_____	N=___	10.	_____ N=___
3.	_____	N=___	7.	_____	N=___	11.	_____ N=___
4.	_____	N=___	8.	_____	N=___	12.	_____ N=___

Nearest fresh water type* & name (incl. relict source) Hulett Branch Distance (m)/bearing 500 meters

Natural community (FNAI category* or leave blank) upland pine forest

Local vegetation pine forest

Topography* sand ridge Min Elevation____meters Max Elevation____meters

Present land use agricultural/planted pine

SCS soil series _____ Soil association _____

Informant(s): Name/Address/Phone/Email Dana Ste.Claire, Heritage Services, heritagesrvcs@aol.com

Describe field & analysis notes, artifacts, photos. For each, give type*(e.g., notes), curating organization*, accession #s, and short description.

Heritage Services, Inc. records; report on file with DHR

Manuscripts or Publications on the site (Use continuation sheet, give FMSF# if relevant) Cultural Resource Assessment Survey of the West Palm Coast Development, Flagler County, Florida; Ste.Claire, Dana 2004

Recorder(s): Name/Addr./Phone/Email Dana Ste.Claire, Heritage Services, Inc.; heritagesrvcs@aol.com

Affiliation* or FAS Chapter Heritage Services, Inc.

* Consult *Guide to Archaeological Site Form* for preferred descriptions not listed above (data are "coded fields" at the Site File).

SITE PLAN & USGS REQUIRED At 1"=300' (1:3600) or larger scale, show: site boundaries, scale, north arrow, datum, test/collection units, landmarks, mappers, date.

Hulett Branch Dump – 8FL246

This small, spatially isolated refuse dump site was discovered during a surface inspection of a sandy fire lane in western regions of the West Palm Coast properties (see Figure 5). It is located in the northwest quarter of the southwest quarter of Section 16, Township 10 South, Range 30 East. The site was evidenced by a scatter of characteristic late 19th century bottle fragments and a few metal pieces. The refuse pit has been thoroughly displaced by the fire land cut. Efforts to locate associated features or a possibly related homestead site through subsurface testing were unsuccessful. It is surmised that the site is completed destroyed. Thus, **it is concluded that 8FL246 is not eligible for inclusion on the National Register of Historic Places.**

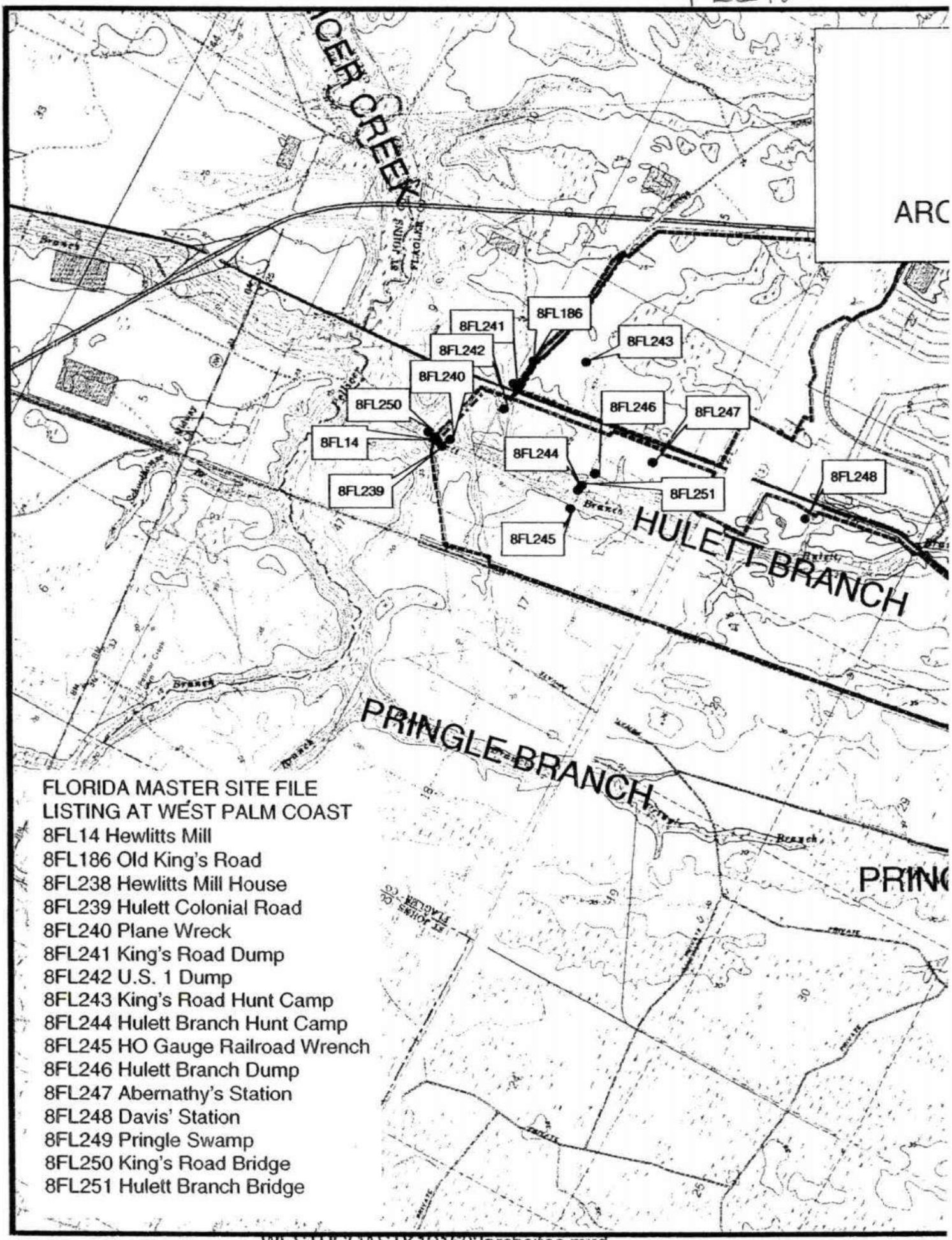
Abernathy's Station – 8FL247
Davis' Station – 8FL248

Interviews with two local residents provided information regarding two historic sites that were located on Parcel A of West Palm Coast properties. The locations of two filling stations/general stores were identified by Dupont (2003) for the west side of U.S. 1 (the northeast quarter of the southwest quarter of Section 16, Township 10 South, Range 30 East for Abernathy's Station and the center of Section 21, Township 10 South, Range 30 East for Davis' Station. Both Abernathy's and Davis' Stations were once essential businesses to service vehicular traffic prior to the construction of I-95. Dupont stated the Ralph Abernathy filling station was opened sometime in the 1930s. He thought the Davis filling station was later, in the early 1950s. The sites of these two businesses were identified by the field reconnaissance crew at the specific areas pinpointed by Dupont on topographic and aerial maps. Field inspections reveal the remnants of structures demolished in the past decade. Structural and archaeological integrity of both sites have been greatly compromised due to the destruction of the stations, thus **it is concluded that 8FL247 and 8FL248 are not eligible for inclusion on the National Register of Historic Places.**

Pringle Swamp – 8FL249

Only one prehistoric archaeological site (8FL249), a small ceramic scatter, was discovered during the subject survey. The site is located in the northwest quarter of the northwest quarter of Section 10, Township 11 South, Range 30 East (see Figure 5). The site was evidenced by two pottery sherds: a St. Johns Plain fragment and a St. Johns Check-Stamped fragment. Based on site density and diagnostic artifacts, it is surmised that the ceramics represent an isolated prehistoric hinterland activity, possible hunting, during the late St. Johns cultural periods (ca. post A.D. 800).

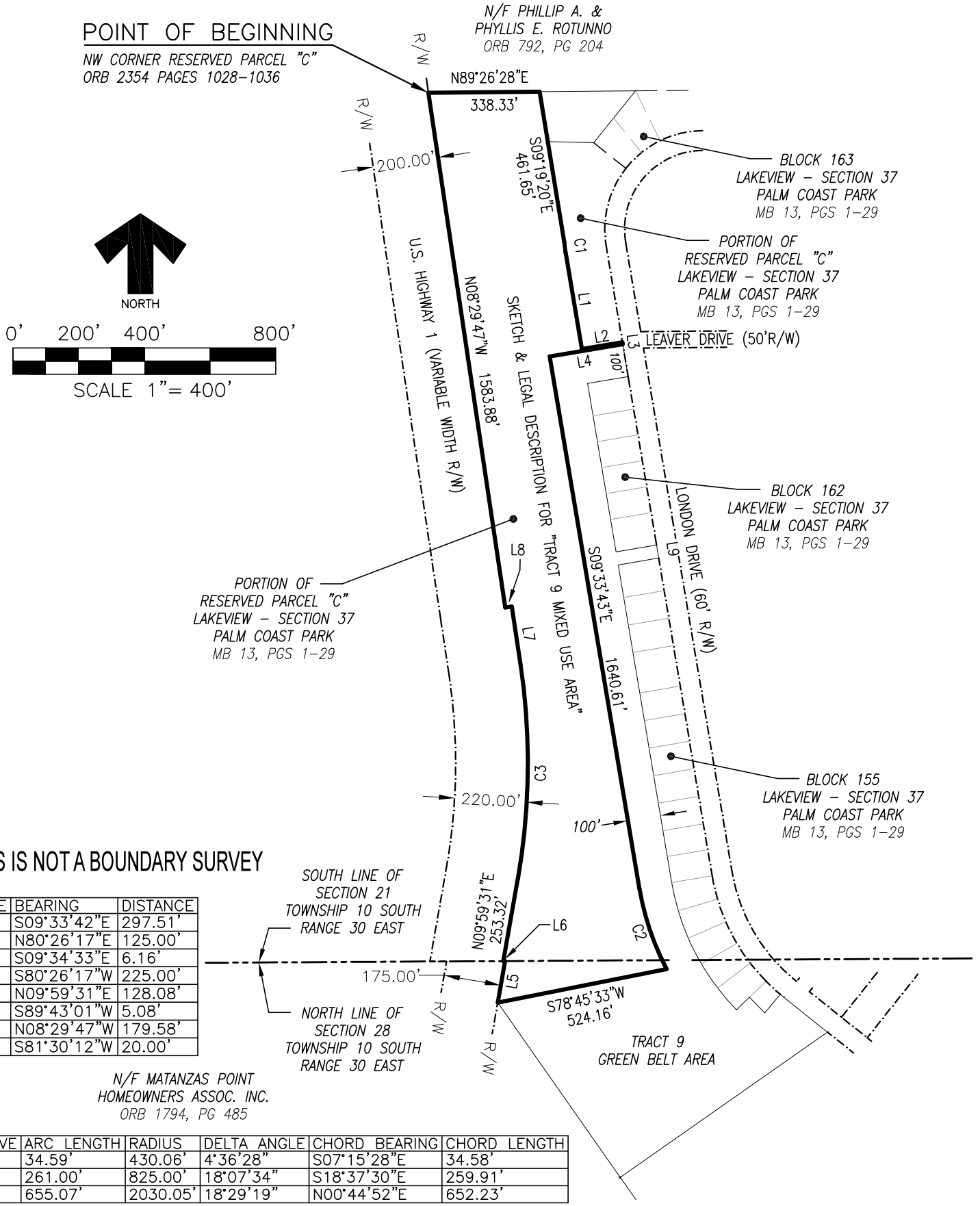
FL248



FLORIDA MASTER SITE FILE
LISTING AT WEST PALM COAST

8FL14 Hewlitts Mill
8FL186 Old King's Road
8FL238 Hewlitts Mill House
8FL239 Hulett Colonial Road
8FL240 Plane Wreck
8FL241 King's Road Dump
8FL242 U.S. 1 Dump
8FL243 King's Road Hunt Camp
8FL244 Hulett Branch Hunt Camp
8FL245 HO Gauge Railroad Wrench
8FL246 Hulett Branch Dump
8FL247 Abernathy's Station
8FL248 Davis' Station
8FL249 Pringle Swamp
8FL250 King's Road Bridge
8FL251 Hulett Branch Bridge

WESTPCOASTK121603archsites.mxd



THIS IS NOT A BOUNDARY SURVEY

LINE	BEARING	DISTANCE
L1	S09°33'42"E	297.51'
L2	N80°26'17"E	125.00'
L3	S09°34'33"E	6.16'
L4	S80°26'17"W	225.00'
L5	N09°59'31"E	128.08'
L6	S89°43'01"W	5.08'
L7	N08°29'47"W	179.58'
L8	S81°30'12"W	20.00'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	34.59'	430.06'	4°36'28"	S07°15'28"E	34.58'
C2	261.00'	825.00'	18°07'34"	S18°37'30"E	259.91'
C3	655.07'	2030.05'	18°29'19"	N00°44'52"E	652.23'

K K
LB #7991

KUHAR SURVEYING & MAPPING, LLC

1501 RIDGEWOOD AVENUE, SUITE 205, HOLLY HILL, FLORIDA 32117
Phone: 386-672-0002 WWW.KUHARSURVEYING.COM

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SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, LEGEND, NOTES, SIGNATURE AND SEAL.

SKETCH	
DATE:	5/11/2026
PROJECT:	K24017
FILE:	K24017 WORKSHEET.DWG
FIELD BOOK: N/A	PAGE: N/A
SHEET 1 OF 2	1" = 400'

K:\KUHAR PROJECTS 2024\KUHAR 24017 – MATANZAS TRACT 10 PLAT – BOB DICKINSON – ALEX U\DWG\K24017 WORKSHEET.DWG

LEGAL DESCRIPTION

A PORTION OF RESEVED PARCEL "C", LAKEVIEW – SECTION 37 PALM COAST PARK AT PALM COAST, AS RECORDED IN MAP BOOK 13, PAGES 1 THROUGH 29 INCLUSIVE, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, BEING THE NORTHWEST CORNER OF SAID RESERVED PARCEL "C" (SAID POINT BEING LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY); THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG THE NORTHERLY LINE OF SAID PARCEL "C", NORTH 89°26'28" EAST FOR A DISTANCE OF 338.33 FEET; THENCE DEPARTING SAID NORTHERLY LINE SOUTH 09°19'20" EAST FOR A DISTANCE OF 461.65 FEET TO A NON-TANGENT CURVE TO THE LEFT HAVING AN ARC LENGTH OF 34.59 FEET, A RADIUS OF 430.06 FEET, A CENTRAL AGLE OF 04°36'28", A CHORD BEARING OF SOUTH 07°15'28" EAST AND A CHORD LENGTH OF 34.58 FEET TO A POINT OF TANGENCY; THENCE SOUTH 09°33'42" EAST FOR A DISTANCE OF 297.51 FEET; THENCE NORTH 80°26'17" EAST FOR A DISTANCE OF 125.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF LONDON DRIVE, A 60-FOOT WIDE PUBLIC RIGHT-OF-WAY PER SAID PLAT OF LAKEVIEW SECTION 37; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 09°34'33" EAST FOR A DISTANCE OF 6.16 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 80°26'17" WEST FOR A DISTANCE OF 225.00 FEET; THENCE SOUTH 09°33'43" EAST FOR A DISTANCE OF 1640.61 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 261.00 FEET, A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 18°07'34", A CHORD BEARING OF SOUTH 18°37'30" EAST AND A CHORD DISTANCE OF 259.91 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE ALONG SAID LINE SOUTH 78°45'33" WEST FOR A DISTANCE OF 524.16 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING FIVE (5) COURSES; THENCE NORTH 09°59'31" EAST FOR A DISTANCE OF 128.08 FEET; THENCE SOUTH 89°43'01" WEST FOR A DISTANCE OF 5.08 FEET; THENCE NORTH 09°59'31" EAST FOR A DISTANCE OF 253.32 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 655.07 FEET, A RADIUS OF 2030.05 FEET, A CENTRAL ANGLE OF 18°29'19", A CHORD BEARING OF NORTH 00°44'52" EAST AND A CHORD DISTANCE OF 652.23 FEET TO A POINT OF TANGENCY; THENCE NORTH 08°29'47" WEST FOR A DISTANCE OF 179.58 FEET; THENCE SOUTH 81°30'12" WEST FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 08°29'47" WEST FOR A DISTANCE OF 1583.88 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 19.41 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THE LEGAL DESCRIPTION AS SHOWN HEREON WAS PREPARED BY THE UNDERSIGNED. THIS IS NOT A BOUNDARY SURVEY.

2. BEARINGS BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1 HAVING A BEARING OF N08°29'47"W (PLAT).

3. HORIZONTAL DATUM IS NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

4. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH AND DESCRIPTION WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. NO TITLE WORK HAS BEEN PROVIDED TO THE UNDERSIGNED FOR THIS PARCEL OF LAND OR ADJACENT PARCELS.

5. UNDERGROUND FOUNDATIONS AND UTILITIES (IF ANY) NOT SHOWN HEREON.

6. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR/MAPPER.

7. SYMBOLS SHOWN HEREON SUCH AS VALVES AND UTILITY POLES ARE NOT TO SCALE.

8. THE PURPOSE OF THIS SKETCH AND DESCRIPTION WAS TO PREPARE A DESCRIPTION FOR ADMINISTRAIVE PURPOSES, AS REQUESTED BY THE CLIENT.

9. THE UNDERSIGNED MAKES NO CLAIMS AS TO OWNERSHIP AND/OR RIGHTS OF POSSESSION.

ABBREVIATIONS – LEGEND

N/F	NOW OR FORMERLY
MB	MAP BOOK
PG	PAGE
PGS	PAGES
ORB	OFFICIAL RECORDS BOOK
R/W	RIGHT OF WAY
U.E.	UITILITY EASEMENT
A.E.	ACCESS EASEMENT

CERTIFIED TO:
ALEX USTILOVSKY; CHIUMENTO LAW.

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050 THRU 17.053, FLORIDA ADMINISTRATIVE CODE.

Kenneth J Kuhar

Digitally signed by Kenneth J Kuhar
Date: 2026.05.11 12:51:09 -04'00'

KENNETH J. KUHAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105

K K
LB #7991

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K:\KUHAR PROJECTS 2024\KUHAR 24017 – MATANZAS TRACT 10 PLAT – BOB DICKINSON – ALEX U\DWG\K24017 WORKSHEET.DWG

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
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CHIUMENTO LAW

145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

April 2, 2026

RE: Lakeview Estates
Matanzas GC Palm Coast, LLC
Parcel Identification Number: 07-11-31-7037-0RP0A-0002
07-11-31-7037-0RP0A-0011
07-11-31-7037-0RP0A-0140

To Whom It May Concern:

Matanzas GC Palm Coast, LLC, a Florida limited liability company is the owner of approximately 182 acres located in the L Section of Palm Coast (formerly known as the Matanzas Golf Course) and as further demonstrated on the attached map identified on **Exhibit "A".**

Currently, the owner has an application into the City of Palm Coast for the First Amendment to the Master Planned Development Agreement. The intent of the application to amend is to allow for development on Tract 3 and amend the allowed uses on Tract 8 along U.S. Highway 1. This Amendment will also incorporate the dedication by the developer to the City of a park. This request is consistent with the City's comprehensive plan and land development regulations.

As required by City Code, we will be having a neighborhood meeting on **Tuesday, April 14, 2026 at 6:00 p.m. at the Cafeteria (Room 511 & 512) of Indian Trails Middle School, 5505 Belle Terre Parkway, Palm Coast, Florida 32137** (see attached **Exhibit "B"** with directions on how to enter the school) to answer any of your questions. It is open to the public.

Sincerely yours,

Michael D. Chiumento III

EXHIBIT A


JEFFERSON DAVIS WATERWAY
INTERSTATE-95
(LIMITED ACCESS R/W - MEDIA WIDTH - ASPHALT ROADWAY)
JEFFERSON DAVIS WATERWAY
BELLE TERRE WATERWAY
U.S. HIGHWAY 1
(R/W WIDTH VARIES - ASPHALT ROADWAY)
LONDON DRIVE (60' R/W)
LEAVER DRIVE (50'R/W)
LEARNING LANE (50' R/W)
LEAF LANE (50' R/W)
LEAVER DRIVE (50' R/W)
LONDON WATERWAY (100')
LEMA PL. (50')
LEMA PL. (50' R/W)
LEMA LANE (50' R/W)
LEE DRIVE (50' R/W)
LEE PL.
LEE DRIVE (50' R/W)
LEGG DRIVE (50' R/W)
LEIGHTON LANE (50' R/W)
SECTION LINE (TYPICAL)
LAGRANGE BOULEVARD (60' R/W)
LAKE SUCCESS DRIVE (50' R/W)
LAKE CHARLES LANE (50' R/W)
LAKE PLACID LANE (50' R/W)
LAKE SUCCESS DRIVE (50' R/W)
LAKE PL. (50' R/W)
LINDSAY DRIVE (50' R/W)
LINDSAY LANE (50' R/W)
LARAMIE DRIVE (60' R/W)
LARGENT PL.
LARGENT WAY (50'R/W)
LARKSPUR WAY (50'R/W)
LARKSPUR PL.
LEWISTONE WAY (50' R/W)
LEWISTONE PL. (50' R/W)
LEWS DRIVE (50' R/W)
LEWS PL. (50')
LONGBERRY DRIVE (60' R/W)
RESERVED PARCEL B
RESERVED PARCEL R-1
1
2
3
4
5
6
7
8
9
10
21
22
23
24
MATANZAS WOODS
DEVELOPMENT TRACTS
SCALE 1"=300'
0
300
600

EXHIBIT "B"

Enter at northern gate of Indian Trails and park in the Sigma Parking lot.



Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal, P.A.*
Kareen Movsesyan
Sydney N. Stoneburner
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Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com

Proudly serving Flagler and Volusia Counties for over 50 years

April 30, 2026

City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Via E-Mail Only

RE: Lakeview Estates
Matanzas GC Palm Coast, LLC
Parcel Identification Number: 07-11-31-7037-0RP0A-0002
07-11-31-7037-0RP0A-0011
07-11-31-7037-0RP0A-0140

Dear Sir or Madam:

On Tuesday, April 14, 2026 the Applicant, Matanzas GC Palm Coast, LLC conducted a neighborhood information meeting held at the Cafeteria (Room 511 & 512) of Indian Trails Middle School, 5505 Belle Terre Parkway, Palm Coast, Florida 32137. As noted by the attached sign-in sheet, more than fifty (50) people from the public attended. Present at the meeting were myself, applicant representative and City Planner.

During the neighborhood meeting, the attendees asked several questions regarding the aforementioned application. Below is a reproduction of those questions/concerns and the Applicant's response in *italics* directly beneath the question.

- **Will this project increase density beyond what is currently allowed or expected?**

The rezoning request is being evaluated in accordance with the City's Comprehensive Plan and Land Development Code. Any proposed density will remain within the parameters established or approved through the rezoning process and will not exceed what is ultimately authorized by the City.

- **How will existing viewshed protections be preserved or modified?**

Site design will take into account applicable buffering, setbacks, and landscaping requirements to help preserve visual character. Any modifications to existing viewshed conditions would be subject

to City review and compliance with adopted standards.

- **Are any structures or improvements planned directly adjacent to or behind my property?**

Specific site layout details are still being refined. Future development plans will comply with all required setbacks, buffering, and compatibility standards to ensure appropriate transitions between uses.

- **Which parcels or tracts are proposed for development, and what are their current designations?**

The rezoning application identifies the subject parcels under consideration. All current and proposed land use and zoning designations are documented in the application materials submitted to the City for review.

- **Will you commit to continued investigation and remediation of any arsenic or environmental contamination issues?**

Any environmental concerns will be addressed in accordance with applicable state and federal regulations. Appropriate assessments and, if necessary, remediation efforts will be conducted to ensure the property meets required safety standards.

- **Do you intend to convey any remaining portions of the property to the City of Palm Coast?**

There are no commitments at this time regarding conveyance of additional property. Any such action would be coordinated with the appropriate governing agencies if it becomes relevant.

- **Will any undeveloped portions of the property be placed into a permanent conservation easement?**

The potential for conservation areas or easements will be evaluated as part of the overall development planning process and in coordination with City requirements and environmental considerations.

- **How will utilities (water, sewer, stormwater, electric) be extended and managed for this development?**

Utility infrastructure will be designed and constructed in coordination with the City and relevant service providers. All systems will meet applicable capacity, design, and regulatory requirements.

- **What analysis has been performed regarding potential impacts on surrounding property values?**

Property value impacts are influenced by a variety of market factors. The project will be designed to meet City standards and compatibility requirements, which are intended to support orderly and beneficial development.

- **Do you dispute or acknowledge concerns that the project may negatively affect nearby property values?**

We understand that property value concerns are important to residents. While outcomes can vary, the project will adhere to City regulations and design standards intended to promote compatibility and protect community character.

- **Will there be new or modified access points to U.S. Highway 1, and how will traffic be managed?**

Access and traffic circulation will be evaluated through required traffic studies and coordinated with the appropriate transportation agencies. Any improvements or modifications will be subject to agency approval.

- **What measures will be implemented to address flooding or stormwater impacts in the area?**

Stormwater management systems will be designed in accordance with local and state regulations

to ensure proper drainage, retention, and water quality treatment, minimizing impacts to surrounding properties.

- **How will local wildlife and habitat displacement be addressed?**

Environmental features and habitat considerations will be evaluated during the planning process. Development will comply with applicable environmental regulations and incorporate mitigation measures where required.

- **What provisions are being made for school transportation and student safety?**

The project will coordinate with the local school district regarding transportation needs. Roadway and pedestrian infrastructure will be designed to meet safety standards applicable to school access.

- **How will anticipated population increases affect school capacity and overcrowding?**

School capacity is managed by the local school district. Any impacts will be addressed through the district's planning processes, and applicable impact fees or requirements will be met.

- **What impact will this project have on local taxes or assessments?**

The project is expected to contribute to the local tax base. Any applicable impact fees or assessments will be paid in accordance with City and County requirements.

- **What is the timeline for development of any proposed park or recreational facilities?**

If recreational amenities are included, their timing will be aligned with the overall development phasing plan and subject to City review and approval.

- **Who will be responsible for funding, constructing, and maintaining the park?**

Responsibility for funding, construction, and maintenance will be determined as part of the development approvals and may involve the developer, a homeowners' association, or other entities as approved by the City.

Sincerely,



Michael D. Chiumento III
Attorney
MDC/cm

Lakeview Estates
Matanzas GC Palm Coast, LLC

NEIGHBORHOOD MEETING – TUESDAY April 14, 2026

NAME	ADDRESS	PHONE NUMBER	E-MAIL ADDRESS
Angelo Crispin	49 Londonderry Dr.	347 239 9942	operatoracrise@yahoo.com
ALBA SCALISE	240 London Dr	845-702-8919	pescalise@Gmail.com.
Kenneth Lenning	232 London Dr		Kenii01.04@yahoo.com
Michele Lenning	232 London Dr.		mlpteach4@yahoo.com
John Furlong	35 London Dr.		John8of9@aol.com
Diane Furlong	35 London Dr.		dcat56@gmail.com
LUZ CURRAS	205 London DR.	917-744-3741	LUZCURRAS@Gmail.com
Karla Lehmann	32 Leidel Dr		Karcar14@hotmail.com
Amy Beaver	73 LANCELOT DRIVE	386-302-7220	
Celeste J. Lyon	75 Lancelot Drive	832-439-0539	

Lorraine DeArmoff	130 Laramie Drive	410-322-3640	LABoushell@gmail.com
Michael DeArmoff	130 Laramie	443 466 3736	dearmoff7@yahoo.com
ALEX GREEN	60 LANCELOT DR.	610-637-9291	ALEXGREEN1GMAIL.COM
PETER/SANDY CAVALIERE	125 LARAMIE DR	(386) 453-4431	petercavaliere@bellsouth.net
Mary Thomas	119 London DR	(772) 240-8710	marytea57@gmail.com
Art White	119 London DR	(772) 678-2433	arw757@yahoo.com
Amy Jean Skidmore	56 Leidel Dr.	(608) 899-5982	amyjscanFL@gmail.com
Sandy Hitchens	62 Leidel Dr	843-492-1645	sandy.hitchens@yahoo.com
Lorraine Call	53 Leidel Dr.	917-751-1622	CallML@outlook.com
Deborah O'Neal	132 London Dr.	386 302-2833	Oprime2do@gmail.com
Ginger Taylor	130 London DR.	215-802-2838	—
JAIRO CASTRO	1 LEIDEL DRIVE	917-678-4868	jairoski@gmail.com

Mark Kirkelie & Barbara	9 Lee Pl.	615-498-0622	mkirkelie@bellsouth.net
Jeffrey + Shandy Ward	45 Londonderry Dr	402-699-6160	jsward0708@gmail.com
[redacted]	[redacted]		[redacted]
RAYMOND SPIEWAK	70 LEE	(508) 330-8775	rjspiewak@gmail.com
Bill & Natalya Olivier	30 Leidel Dr	315-922-8635	tdub1963@yahoo.com
DIANA MINOTTI	207 LONDON	386.237.3233	dianadmfa@gmail.com
PERRY MINOTTO	207 London	386.237.2140	perrydmfa@gmail.com
Yves Frederic	59 Lee Dr	386-366-3856	Jadolore_99@Yahoo.com
Denise Halle	5 Lake Charles Lane	732-406-0359	dtowell123@gmail.com
Davina & Fernando Leitzelar	74 Lee DR	207-228-4693	dfleitzelar@yahoo.com
GARY BIEDERMANN	50 MATANZAS LAKES DR	828 778 9506	BIEDERMANN63@GMAIL.COM
George Melo	6 Lemisdale	917-295-1799	GMFJC2010@Gmail.com

NAME	ADDRESS	PHONE #	E MAIL
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RICHARD B. RICCARD	224 LONDON DR	2013625220	RICASTIN@YAHOO
Keith Flynn	47 Londonderry	386-503-3525	Kflynn@monivelandnet
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Donna Stack	2 Lake Success Place	718 309 7555	ddstack307@gmail.com
Laureen Piemontese	157 London Dr.	570.449.9123	lpiemo05@gmail.com
Ann Doherty	155 London Dr.	352.455.9558	Storecoupe@gmail.com
Karen & Steve Williams	190 London Dr	386-864-0827	Kwilliams33036@yahoo
GENE WAGGAMAN	53 LONDONDERRY	203-249-196[illegible]	ENAGGAMAN@GMAIL.COM
Shawn Schich	55 Londonderry Dr	919 961 4650	JAVAC88@gmail.com
Corinne Schich	55 Londonderry Dr	904-806-8060	ddancorinne@yahoo.com

NAME	ADDRES	PHONE #	EMAIL
BARBARA MCFARLANE	219 LONDON DR.	—	—
Ernelia Cespedes	218 London Dr	386 864 0408	—
Jackie Dempsey	195 London Dr.	386-446-4430	jackie dose yahoo.com
Alton W. Dempsey Sr.	195 London Drive	386-446-4430	
Karen & Stephen Berko	56 Lee Dr.	—	Kaberko@gmail.com
Kathy Lukach	46 Matanzas Cove Dr		

NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this _____day of May, 20 26 personally appeared Thomas Davidson who after providing personally known as identification and who ____ **did**, ____ **did not** take an oath, and who being duly sworn, deposes and says as follows: "I have read and fully understand the provisions of this instrument".

Two (2) signs have been posted on the subject property subject to a rezoning as described with **Application #** _____

✓ **At least fourteen (14) calendar days before the hearing date advertising the date, time, and location of the Planning & Land Development Regulation Board (PLDRB)**

OR

_____ **At least seven (7) days before the hearing date advertising the date, time, and location of the City Council hearing.**

Signature of Responsible Party

Thomas Davidson
Printed Name

145 City Pl. Ste 301, Palm Coast FL 32164
Mailing Address

Signature of Person Taking Acknowledgement

Caroline McNeil
Name of Acknowledger (Typed, Printed or Stamped)

NOTARY PUBLIC STATE OF FLORIDA
CAROLINE MCNEIL
MY COMMISSION # HH 536164
EXPIRES: October 6, 2028

SEAL

This document, once executed, must be returned to a Land Development Technician in the City of Palm Coast Community Development Department prior to the hearing date. Failure to provide document by that time will result in the application not being placed on the agenda for a public hearing.

ORDINANCE NO. 2021-01
LAKEVIEW ESTATES MPD
DEVELOPMENT AGREEMENT
APPLICATION #4150

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP FOR 280.6 +/- ACRES OF CERTAIN REAL PROPERTY PREVIOUSLY KNOWN AS THE MATANZAS GOLF COURSE AND GENERALLY LOCATED BETWEEN 0.5 TO 1.25 MILES NORTH OF MATANZAS WOODS PARKWAY, WEST OF I-95, AND EAST OF US HIGHWAY 1, AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT "A" FROM MASTER PLANNED DEVELOPMENT WITHOUT A DEVELOPMENT AGREEMENT TO LAKEVIEW ESTATES MASTER PLANNED DEVELOPMENT (MPD) WITH A DEVELOPMENT AGREEMENT AS PER SECTION 2.09 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; BY ALLOWING INSTITUTIONAL USES ALONG US HIGHWAY 1; CLUSTERED RESIDENTIAL USES AT AN OVERALL DENSITY OF UP TO ONE DWELLING UNIT PER ACRE WITH TOWNHOMES IN THE AREA LOCATED SOUTH OF LONDON DRIVE AND WEST OF LONDONDERRY DRIVE AND SINGLE-FAMILY HOMES OVER THE REMAINDER OF THE RESIDENTIALLY USED PROPERTY; AND ESTABLISHING VIEW PROTECTION ZONES AND WETLAND CONSERVATION AREAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Subject Property on the City's original zoning map in 1999/2000 had a Flagler County zoning designation of Urban Single-Family Residential (R-1B); and

WHEREAS, the Golf Course Community (GCC) Zoning District was created when the initial chapters of the Unified Land Development Code were adopted by Palm Coast through Ordinance 2005-33; and

WHEREAS, the Golf Course Community Zoning District was converted to the Master Planned Development (MPD) Zoning District by Palm Coast through Ordinance 2008-23; and

WHEREAS, the Subject Property ceased to operate as a golf course in or around 2007, and since that time, has not been used for any purpose other than vacant land; and

WHEREAS, the Subject Property has Future Land Use Map (FLUM) designations of Greenbelt and Conservation.

WHEREAS, Matanzas GC Palm Coast, LLC ("Owner") is the Owner of the 280.6 +/- acres of property further described in "Attachment A"("Subject Property") and has agreed to enter into the Lakeview Estates Master Plan Development Agreement, attached hereto as "Attachment B" ("Development Agreement"); and

WHEREAS, the Owner has requested to amend the Master Planned Development Zoning District by adding a Development Agreement in order to allow for 8.3 +/- acres of institutional uses along US Highway 1 and clustered homes at a density of up to one unit per acre on the balance of the land designated Greenbelt on the Future Land Use Map; and

WHEREAS, the Planning and Land Development Regulation Board ("PLDRB") and City Staff of the City of Palm Coast have recommended approval of this Ordinance and the Development Agreement, as modified by the PLDRB, and the PLDRB has found the requested changes and Development Agreement consistent with the City of Palm Coast Comprehensive Plan; and

WHEREAS, the City Council has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of City staff, and the recommendation of the Planning and Land Development Regulation; and

WHEREAS, the City Council of the City of Palm Coast, as the governing body of the City, pursuant to the authority vested in Chapter 163, Florida Statutes and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, the notice and public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code (Ordinance No. 2008-23) have been satisfied; and

WHEREAS, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed amendment and Development Agreement set forth herein and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB) which voted to recommend approval at its regularly scheduled meeting conducted on November 18, 2020, and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan, and that sufficient, competent and substantial evidence supports the proposed rezoning as set forth hereunder; and

WHEREAS, the Owner has fully complied with the requirements of City of Palm Coast Unified Land Development Code and the MPD Zoning District by agreeing to the MPD Development Agreement to permit the approved changes; and

WHEREAS, the City Council of the City of Palm Coast hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast, Florida.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. Legislative and Administrative Findings. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. MPD Rezoning. The Palm Coast City Council, pursuant to the Land Development Code of the City of Palm Coast hereby rezones the Subject Property from Master Planned Development without a Development Agreement to Lakeview Estates Master Planned Development Agreement ("MPD") and enacts this Ordinance creating the Lakeview Estates MPD Development Agreement, attached hereto as "Attachment B," for the property generally located between 0.5 and 1.25 miles north of Matanzas Woods Parkway, west of Interstate 95 and east of US Highway 1, legally described in "Attachment A" attached hereto.

SECTION 3. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

SECTION 4. Conflicts. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this 5th day of January 2021.

Adopted on second reading after due public notice and hearing City of Palm Coast this 19th day of January 2021.

CITY OF PALM COAST, FLORIDA

M Holland

MILISSA HOLLAND, MAYOR

ATTEST:

Virginia D Smith

VIRGINIA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

WILLIAM E. REISCHMANN, JR.
CITY ATTORNEY

Attachments:
Attachment A – Legal Description
Attachment B – MPD Development Agreement

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ATTACHMENT "A"
LEGAL DESCRIPTION

MATANZAS WOODS GOLF COURSE:

Reserved Parcel "A", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northeast corner of Block 165 of said Plat of Lakeview; thence North 89°30'56" East 21.68 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 349.56 feet, a radius of 800.00 feet, a central angle of 25°02'07" and a chord bearing South 26°22'21" East, 346.78 feet to a point of tangency; thence South 38°53'25" East 2087.61 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 266.63 feet, a radius of 1120.00 feet, a central angle of 13°38'23" and a chord bearing South 32°04'13" East, 265.99 feet to a point of tangency; thence South 25°15'02" East 772.55 feet to a point of cusp; thence northwesterly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 66°04'26" West 196.12 feet to a point; thence South 16°53'50" East 110.00 feet to a point on a curve; thence westerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing South 64°44'57" West 11.62 feet to a point; thence North 33°36'15" West 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 15°34'21" West 196.12 feet to a point of tangency; thence South 25°15'02" East 100.25 feet to a point on a curve; thence southwesterly along a curve to the left having an arc length of 217.30 feet, a radius of 280.98 feet, a central angle of 44°18'38" and a chord bearing South 42°35'39" West 211.92 feet to a point of tangency; thence South 08°35'49" West 179.39 feet; thence North 81°24'11" West 913.66 feet; thence South 08°35'49" West 125.00 feet; thence North 81°24'11" West 40.00 feet; thence North 08°35'49" East 125.00 feet; thence North 81°24'11" West 125.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 180.00 feet, a radius of 225.00 feet, a central angle of 45°50'12" and a chord bearing South 75°40'43" West,175.24 feet to a point; thence South 37°14'23" East, 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 77.08 feet, a radius of 100.00 feet, a central angle of 44°09'48" and a chord bearing South 30°40'43" West 75.19 feet to a point of tangency; thence South 08°35'49" West, 237.34 feet; thence North 81°24'11" West 87.50 feet; thence North 51°24'11" West 130.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 87°46'25" West,196.12 feet to a point; thence South 43°02'58" East 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'26" and a chord bearing South 38°35'49" West 11.62 feet to a point; thence North 59°45'24" West 110.00 feet; thence South 38°35"49" West 128.21 feet; thence North 51°24'11" West 1018.03 feet; thence North 38°35'49" East 380.00 feet;

thence South 51°24'11" East 500.00 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00, a central angle of 90°00'00" and a chord bearing North 83°35'49" East, 318.20 feet to a point; thence North 51°24'11" West 125.00 feet; thence North 38°35"49" East 230.92 feet; thence South 51°24'11" East 100.00 feet; thence South 81°24'11" East 993.30 feet to a point of curvature; thence northeasterly along a curve to the left having an arc length of 431.48 feet, a radius of 225.00 feet, a central angle of 109°52'35" and a chord bearing North 43°39'32" East, 368.34 feet to a point of tangency; thence North 11°16'46" West 478.51 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 245.29 feet, a radius of 225.00 feet, a central angle of 62°27'41" and a chord bearing North 42°30'36" West, 233.32 feet to a point; thence North 08°35'49" East 77.01 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing North 36°24'11" West 318.20 feet to a point; thence westerly along a curve to the left having an arc length of 446.47 feet, a radius of 150.00 feet, a central angle of 170°32'16" and a chord bearing North 76°40'19" West 298.98 feet to a point of tangency; thence South 08°35'49" West 149.66 feet; thence North 81°24'11" West 50.00 feet; thence North 08°35'49" East 125.00 feet; thence North 78°43'26" West 153.29 feet; thence North 09°33'43" West 148.11 feet; thence South 69°50'14" East 67.79 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 146.25 feet, a radius of 150.00 feet, a central angle of 55°51'48" and a chord bearing North 87°23'42" East,140.53 feet to a point; thence North 30°32'12" West 110.00 feet to a point on a curve; thence northeasterly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 51°06'35" East 11.62 feet to a point; thence South 47°14'37" East 110.00 feet to a point on a curve; thence northerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'48" and a chord bearing North 01°55'59" East 196.12 feet to a point of tangency; thence North 38°53'25" West 326.21 feet; thence North 80°07'23" West 122.65 feet; thence North 09°33'42" West 80.00 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 166.36 feet, a radius of 325.00 feet, a central angle of 29°19'42" and a chord bearing North 24°13'34" West,164.55 feet to a point of tangency; thence North 38°53'25" West 200.00 feet; thence South 51°06'35" West 125.00 feet; thence North 38°53'25" West 20.00 feet; thence North 51°06'35" East 125.00 feet; thence North 38°53'25" West 178.81 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 292.66 feet, a radius of 325.00 feet, a central angle of 51°35'39" and a chord bearing North 64°41'14" West, 282.87 feet to a point of tangency; thence South 89°30'56" West 678.94 feet to a point of curvature; thence southwesterly along a curve to the left having an arc length of 389.08 feet, a radius of 225.00 feet, a central angle of 99°04'39" and a chord bearing South 39°58'37" West, 342.38 feet to a point of cusp; thence North 09°33'43" West 137.22 feet; thence North 00°29'04" West 425.00 feet; thence North 89°30'56" East 1200.00 feet; thence North 00°29'04" West 125.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "C", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northwest corner of said Reserved Parcel "C"; thence North 89°26'28" East 630.08 feet; thence South 38°43'02" West 202.91 feet; thence South 51°40'07" East 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 250.77 feet, a radius of 300.00 feet; a central angle of 47°53'36" and a chord bearing South 14°23'05" West 243.53 feet to a point of tangency; thence South 09°33'43" East 403.87 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 520.00 feet, thence North 80°26'17" East 125.00 feet; thence South 09°33'43" East 40.00 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 980.61 feet to a point of curvature; thence southerly along a curve to the left having an arc length of 441.04 feet, a radius of 725.00 feet, a central angle of 34°51'17" and a chord bearing South 26°59'21" East, 434.27 feet to a point; thence North 45°35'00" East 55.00 feet; thence South 44°25'00" East 67.22 feet; thence North 39°51'14" East 73.36 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 13.16 feet, a radius of 600.00 feet; a central angle of 01°15'25" and a chord bearing South 50°46'29" East 13.16 feet to a point of tangency; thence South 51°24'11" East 170.76 feet; thence South 54°59'31" West 770.58 feet; thence North 35°00'29" West 649.53 feet to a point on the east right of way line of U.S. Highway No.1; thence northerly along said right of way line of the following six courses; run North 09°59'31" East 128.08 feet; thence South 89°43'01" West 5.08 feet; thence North 09°59'31" East 253.32 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 655.06 feet, a radius of 2030.05 feet, a central angle of 18°29'18" and a chord bearing North 00°44'52" East, 652.23 feet to a point of tangency; thence North 08°29'47" West 179.58 feet; thence South 81°30'12" West 20.00 feet; thence North 08°29'47" West 1583.88 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "D" Lake View - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most northerly corner of said Reserved Parcel "D"; thence South 38'53'28" East 93.32 feet; thence North 89°30'56" East 936.80 feet; thence South 00°29'04" East 432.94 feet; thence South 09°33'42" East 57.28 feet to a cusp point; thence northwesterly along a curve to the left having an arc length of 317.78 feet, a radius of 225.00 feet; a central angle of 80°55'21" and a chord bearing North 50°01'23" West 292.02 feet to a point of tangency; thence South 89°30'56" West 846.10 feet; thence North 09°33'43" West 149.00 feet to a point of curvature; thence northerly along a curve to the right having an arc length of 254.23 feet, a radius of 240.00 feet, a central angle of 60°41'38" and a chord bearing North 20°47'06" East, 242.51 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows: From a POINT OF BEGINNING, being the most southerly corner at said Reserved Parcel "E"; thence North 64°44'58" East 526.36 feet; thence North 25°15'02" West 335.20 feet; thence South 64°44'58" West 125.00 feet; thence North 25°15'02" West 620.00 feet to a point of curvature; thence northwesterly along a curve to the right having an arc length of 60.46 feet, a radius of 425.00 feet, a central angle of 08°09'02" and a chord bearing North 21°10'31" West, 60.41 feet to the southeasterly corner of a parcel described in Official Records Book 492, pages 936-939; thence northerly along the boundary of said parcel described in Official Records Book 492, pages 936-939 for the following five courses; thence South 72°54'00" West 10.00 feet; thence North 53°38'13" West 20.65 feet; thence South 05°01'26" West 11.50 feet; thence North 10°42'21" West 31.82 feet; thence North 01°05'36" East 53.63 feet; thence North 85°41'45" East 24.67 feet to the boundary of above said Reserved Parcel "2", being a point on a curve; thence northerly along a curve to the right having an arc length of 28.33 feet, a radius of 425.00 feet; a central angle of 03°49'11" and a chord bearing North 02°23'39" West 28.33 feet to a point of tangency; thence North 00°29'04" West 1536.30 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point; thence South 85°19'06" East 128.73 feet; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 202.47 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of

16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 1003.67 feet; thence South 25°15'02" East 260.04 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 19°44'58" West, 318.20 feet to a point of tangency; thence South 64°44'58" West 800.00 feet; thence South 25°15'02" East 300.00 feet; thence North 64°44'58" East 910.00 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'11" and a chord bearing North 85°37'33" East, 302.90 feet to a point; thence South 16°30'09" West 125.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 34.00 feet, a radius of 300.00 feet, a central angle of 06°29'36" and a chord bearing South 70°15'03" East 33.98 feet to a point; thence North 22°59'45" East 125.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'13" and a chord bearing South 46°07'39" East 302.91 feet to a point of cusp; thence North 25°15'02" West 822.28 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 561.16 feet, a radius of 275.00 feet, a central angle of 116°54'59" and a chord bearing North 33°12'28" East, 468.74 feet to a point of tangency; thence South 88°20'03" East 756.56 feet; thence South 07°23'44" West 126.38 feet to a point of on a curve; thence easterly along a curve to the right having an arc length of 150.15 feet, a radius of 150.00 feet, a central angle of 57°21'14" and a chord bearing South 53°55'39" East 143.96 feet to a point of tangency; thence South 25°15'02" East 40.00 feet; thence North 64°44'58" East 125.00 feet to the easterly line of Belle Terre Waterway; thence North 25°15'02" West along said easterly line of Belle Terre Waterway for a distance of 862.29 feet to a point of curvature; thence depart said boundary line of said Reserved Parcel "2" and run westerly along the southerly line of Jefferson Davis Waterway for the following four courses: run westerly along a curve to the left having an arc length of 921.97 feet, a radius of 825.00 feet, a central angle of 64°01'49" and a chord bearing North 57°15'57" West, 874.74 feet to a point of tangency; thence North 89°16'51" West 858.76 feet to a point of curvature; thence westerly along a curve to the right having an arc length of 411.10 feet, a radius of 675.00 feet, a central angle of 34°53'44" and a chord bearing North 71°49'59" West, 404.78 feet to a point of tangency; thence North 54°23'07" West 585.58 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 177.30 feet, a radius of 825.00 feet, a central angle of 12°18'47" and a chord bearing North 60°32'31" West,176.96 feet to a point on the westerly boundary of said Reserved Parcel "2"; thence southerly and westerly along said westerly boundary of said Reserved Parcel "E" for the following seven courses: South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southeasterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 331.52 feet, a radius of 720.00 feet, a

central angle of 26°22'53" and a chord bearing South 25°41 '59" East 328.59 feet to a point of tangency; thence South 38°53'25" East 1801.29 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Part of Government Sections 21 and 22, Township 10 South, Range 30 East, Flagler County, Florida being that part of PARCEL NO. 2 of the property described in Official Records Book 142, pages 278-279, lying south of Jefferson Davis Waterway and being more particularly described as follows:
From a POINT OF REFERENCE being a point on the easterly boundary line of the above described PARCEL NO. 2, said point being the northwest corner of Reserved Parcel "2" as shown on the recorded plat of Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida; thence South 29°30'56" West along the easterly boundary of said PARCEL NO. 2 being also along the westerly boundary of said Reserved Parcel "E" for a distance of 390.35 feet to the POINT OF BEGINNING; thence continue along the easterly and southerly boundary of said PARCEL NO. 2 being also along the westerly and northerly boundary of said Reserved Parcel "E" for the following seven courses: run South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southwesterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence northerly along a curve to the right having an arc length of 151.10 feet, a radius of 720.00 feet, a central angle of 12°01'28" and a chord bearing North 06°29'48" West 150.83 feet to a point; thence South 89°30'56" West 1280.00 feet to the northwest corner of Block 164 of said plat of Lakeview; thence North 12°53'48" East along the southerly line of said Jefferson Waterway for a distance of 297.66 feet to a point on a curve; thence northeasterly along a curve to the right having an arc length of 913.19 feet, a radius of 825.00 feet, a central angle of 63°25'15" and a chord bearing North 39°41'03" East 867.28 feet to a point of tangency; thence North 71°23'41" East 1251.37 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 603.42 feet, a radius of 825.00 feet; a central angle of 41°54'25" and a chord bearing South 87°39'07" East, 590.05 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

All of that land vacated in the Subdivision Plat Of Lakeview - Section 37 Palm Coast Map Book 13 Pages 1 through 29, per Resolution 95-56 as recorded in Official Records Book 538 at Pages 1611 through 1613, Public Records of Flagler County, Florida, being described as follows:
BEGINNING at the southwesterly corner of Lot 22, Block 143 of the aforesaid Lakeview - Section 37; thence North 80°26'17" East a distance of 49.47 feet to a point of curvature of a curve to the right; thence northeasterly along said curve having a radius of 300.00 feet, a central angle of 14°34'59" an arc of 76.36 feet and a chord bearing North

87°43'47" East, 76.15 feet to a point on a non-tangent line; thence North 09°33'43" West, a distance of 1273.40 feet; thence North 80°26'17" East a distance of 124.48 feet; thence South 47°01'13" East a distance of 97.49 feet to a point on a non-tangent curve; thence northeasterly along a curve to the right having a radius of 150.00 feet; a central angle of 08°07'48", an arc length of 21.28 feet and a chord bearing North 47°02'41" East, 21.27 feet to a point of tangency; thence North 51°06'35" East a distance of 100.00 feet; thence South 38°53'25" East a distance of 50.00 feet; thence South 51°06'35" West a distance of 100.00 feet to a point of curvature; thence southwesterly along a curve to the left having a radius of 100.00 feet, central angle of 05°43'46, an arc length of 10.00 feet and a chord bearing South 48°14'42" West,10.00 feet to a point on a non-tangent line; thence South 50°07'21" East a distance of 153.93 feet; thence South 51°06'35" West a distance of 20.25 feet; thence South 09°33'43" East a distance of 936.00 feet; thence South 35°36'55" East a distance of 82.42 feet; thence South 81°24'11" East a distance of 240.00 feet; thence South 08°35'49" West a distance of 125.00 feet; thence South 81°24'11" East a distance of 27.55 feet to a point on a non-tangent curve; thence southwesterly along curve to the left having a radius of 40.00 feet, a central angle of 77°21'52", an arc of 54.01 feet and a chord bearing South 08°35'49" West 50.00 feet to a point on a non-tangent line; thence North 81°24'11" West a distance of 4.59 feet; thence South 08°35'49" West a distance of 125.00 feet; thence North 81°24'11" West a distance of 480.00 feet; thence South 84°38'20" West a distance of 69.97 feet; thence North 03°00'11" West a distance of 144.02 feet to a point on a non-tangent curve; thence southwesterly along a curve to the left having a radius of 250.00 feet, a central angle of 13°34'27", an arc of 59.23 feet and a chord bearing South 87°13'31" West, 59.09 feet to a point of tangency; thence South 80°26'17" West a distance of 51.03 feet to a point on a non-tangent curve; thence northwesterly along a curve to the left having a radius of 200.00 feet, a central angle of 07°10'51" an arc of 25.07 feet and a chord bearing North 05°58'17" West 25.05 feet to a point of tangency; thence North 09°33'43" West a distance of 25.00 feet to the POINT OF Beginning, the above described parcel of land is situated in Section 22, Township 10 South, Range 30 East, Flagler County, Florida.

ALSO INCLUDING:

Part of Reserved Parcel "R-1", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most easterly corner of said Reserved Parcel "R-1"; thence South 38°35'49" West along the southeasterly line of said Reserved Parcel "R-1" for a distance of 767.47 feet; thence North 51°24'11" West 1300.81 feet to the most westerly corner of said Reserved Parcel "R-1"; thence North 54°59'31" East,148.96 feet; thence South 59°22'19" East 485.17 feet; thence South 73°43'22" East 217.49 feet; thence North 77°17'42" East 363.21 feet; thence North 38°35'49" East 191.24 feet; thence South 51°24'11" East 350.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E" according to the Subdivision Plat Lakeview Section 37, Palm Coast, recorded in Map Book 13, Pages 1 Through 29, of the Public Records of Flagler County, Florida, being more particularly described as follows: A POINT OF REFERENCE being the northeast corner of Lot 1, Block 75; thence North 25°15'02" West along the west line of Belle Terre Waterway a distance of 862.29 feet to THE POINT OF BEGINNING; thence departing Belle Terre Waterway (as platted) 921.97 feet along the arc of a curve to the left (concave southerly) have a central angle of 64°01'49", a radius of 825.00 feet, a chord bearing of North 57°15'57" West and a chord distance of 874.74 feet to a point of tangency, thence North 89°16'51" West a distance of 858.76 feet to a point of curvature; thence 411.10 feet along the arc of a curve to the right (concave northerly) having a central angle of 34°53'44", a radius of 675.00 feet, a chord Bearing of North 71°49'59" West and a chord distance of 404.78 feet to the end of said curve being a point on the boundary of Jefferson Davis Waterway as recorded in Official Records Book 549, Pages 966 through 990, of the Public Records of Flagler County, Florida; thence North 35°36'53" East along said waterway a distance of 30.00 feet to a point on a non-tangent curve; thence easterly 392.83 feet along the arc of a curve to the left (concave northerly)having a central angle of 34°53'44", a radius of 645.00 feet, a chord bearing of South 71°49'59" East and a chord distance of 386.79 feet to a point of tangency; thence South 89°16'51" East a distance of 858.76 feet to a point of curvature; thence 955.50 feet along the arc of a curve to the right concave southwesterly having a central angle of 64°01'49", a radius of 855.00 feet, a chord bearing of South 57°15'57" East and a chord distance of 906.54 feet to the end of said curve; thence South 64°44'58" West a distance of 30.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5), BEING A PORTION OF LONDON WATERWAY, LAKEVIEW SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 26, LOCATED IN GOVERNMENT SECTION 28, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF ASHWOOD WATERWAY (A 300 FOOT RIGHT-OF-WAY) PER SAID LAKEVIEW SECTION 37, WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, (STATE ROAD 5, A 175 FOOT RIGHT-OF-WAY AT THIS POINT); THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 35°00'29" EAST ALONG SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY FOR A DISTANCE OF 649.53 FEET TO THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID ASHWOOD WATERWAY LINE NORTH 54°59'31" EAST ALONG THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY FOR A DISTANCE OF 770.58 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LONDON DRIVE, (A 60 FOOT RIGHT-OF-WAY), PER SAID LAKEVIEW-SECTION 37; THENCE DEPARTING THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY SOUTH 51°24'11" EAST ALONG SAID RIGHT-

OF-WAY LINE FOR A DISTANCE OF 104.24 FEET TO THE SOUTHERLY LINE OF SAID LONDON WATERWAY; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 54'59'31" WEST ALONG SAID SOUTHERLY LINE OF LONDON WATERWAY FOR A DISTANCE OF 800.00 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY; THENCE NORTH 35°00'29" WEST ALONG SAID ASHWOOD WATERWAY LINE FOR A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

ATTACHMENT "B"
MPD DEVELOPMENT AGREEMENT

(This page intentionally left blank. Attachment begins next page.)

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RECORDED IN THE RECORDS OF
Tom Bexley Clerk of the Circuit Court & Comptroller
Flagler FL

Michael D. Chiumento III, Esq.
Chiumento Dwyer Hertel Grant
145 City Place, Suite 301
Palm Coast, FL 32164

Return to:
City Clerk
City Hall
160 Lake Avenue
Palm Coast, FL 32164

---------- [SPACE ABOVE THIS LINE FOR RECORDING DATA] ----------

LAKEVIEW ESTATES

MASTER PLAN DEVELOPMENT AGREEMENT

THIS MASTER PLAN DEVELOPMENT AGREEMENT, (herein referred to as the "Development Agreement") is made and executed this 19th day of January, 2021, by and between the **CITY OF PALM COAST**, a Florida municipal corporation (herein referred to as the "City"), whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, and the owner of the subject property, **MATANZAS GC PALM COAST, LLC**, a Florida limited liability company (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status) whose address is 200 Ocean Crest Drive, Unit 111, Palm Coast, Florida 32137.

WITNESSETH:

WHEREAS, the Owner is the fee simple title owner of certain real property consisting of 280.6 +/- acres located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **Exhibit "A"** and incorporated herein ("Subject Property"); and

WHEREAS, the Subject Property ceased to operate as a golf course in or around 2007, and since said time, has not been used for any purpose other than vacant land; and

WHEREAS, the Subject Property has Future Land Use Map (FLUM) designations of Greenbelt and Conservation.

WHEREAS, the Owner requests approval for a Master Planned Development ("MPD") on the Subject Property, subject to the conditions set forth in this Development Agreement; and

WHEREAS, the Owner voluntarily agrees with the conditions, terms, and restrictions hereinafter recited, and has agreed voluntarily to their imposition as an incident to development of the Subject Property; and

WHEREAS, the City of Palm Coast Planning and Land Use Regulations Board (PLDRB) and the City of Palm Coast City Council ("City Council") find that this Development Agreement is consistent with the City's Comprehensive Plan (2035) (the "Comprehensive Plan") and Unified Land Development Code (LDC) and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City; and

WHEREAS, the City Council further finds that this Development Agreement is consistent with and an exercise of the City's powers under the Municipal Home Rule Powers Act; Article VIII, Section 2(b) of the Constitution of the State of Florida; Chapter 166, Florida Statutes; the City of Palm Coast City Charter; other controlling law; and the City's police powers; and

WHEREAS, additional conditions of approval may also be included within the minutes of relevant meetings of the (PLDRB) and City Council. Furthermore, any

representations or promises made by the Owner during the zoning review and approval process for the Project (whether oral or in writing) shall also be additional conditions of approval if deemed appropriate by the City; and

WHEREAS, this is a non-statutory Development Agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 -163.3243, Florida Statutes.

NOW, THEREFORE, it is hereby resolved and agreed by and between the City and the Owner that the Owner's application for a Master Planned Development is approved subject to the Development Agreement's following terms and conditions:

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated herein by this reference and form a material part of this Development Agreement upon which the City and the Owner have relied.

SECTION 2. REPRESENTATIONS OF OWNER.

(a) The Owner hereby represents and warrants to the City that the Owner is the fee simple record title owner of the Subject Property in accordance with the title opinion or title certification provided by the Owner to the City issued by an attorney or title insurance company licensed to provide services in the State of Florida with said title opinion or certification showing all liens, mortgages, and other encumbrances not satisfied or released of record relative to the Subject Property.

(b) The Owner represents and warrants to the City that it has the power and authority to enter into and consummate the terms and conditions of this Development Agreement; that all acts, approvals, procedures, and similar matters required in order to authorize this Development Agreement have been taken, obtained or followed, as the

case may be; that this Development Agreement and the proposed performance of this Development Agreement by the Owner is not an ultra vires act; and that, upon the execution of this Development Agreement by the parties, this Development Agreement shall be valid and binding upon the parties hereto and their successors in interest.

(c) The Owner hereby represents to the City that all required joinders and consents have been obtained and set forth in a properly executed form on this Development Agreement. Unless otherwise agreed to by the City, all liens, mortgages, and encumbrances not satisfied or released of record must be subordinated to the terms of this Development Agreement and joinders must be executed by any mortgagees. It is the responsibility of the Owner to ensure that said subordinations and joinders occur in a form and substance acceptable to the City Attorney prior to the City's execution of this Development Agreement. If the Owner fails to attain the joinder and consent, then the Owner shall lose all rights and benefits deriving hereunder.

SECTION 3. APPROVAL OF MASTER PLAN DEVELOPMENT

(a). The City Council at its business meeting of January 5, 2021, approved a Master Plan Development for the Subject Property subject to the terms and conditions of this Development Agreement.

(b). The Owner acknowledges that if this Development Agreement is ever terminated, the approval shall be deemed null and void and the land uses approved for the Subject Property shall no longer be permitted, unless otherwise approved by the City Council.

(c). The current provisions of the LDC, as may be amended from time-to-time, shall be applicable to the Subject Property unless otherwise specifically stated herein.

Any City Code provision not specifically so identified will not be affected by the terms of this Development Agreement, and will be subject to enforcement and change under the same criteria as if no Development Agreement were in effect.

SECTION 4. PROJECT DESCRIPTION.

The Subject Property has two Comprehensive Plan FLUM designations, Greenbelt on approximately 276.3 +/- acres and Conservation on approximately 4.3 +/- acres. The current MPD zoning on the property will be maintained and this Development Agreement shall govern all development on the Subject Property as defined herein. Consistent with the Comprehensive Plan and the Greenbelt FLUM, residential units may be developed at one unit per acre. Institutional uses proposed on Greenbelt FLUM acreage shall be deducted from the one-unit per acre residential unit calculations. The Project proposes 8.3 +/- acres of Greenbelt FLUM for institutional uses within the Greenbelt FLUM. As a result, 268 residential units are permitted to be clustered within the remaining 268.0 +/- acres of Greenbelt FLUM. The Owner may develop a residential and institutional development as depicted on the Lakeview Estates Conceptual Master Plan, attached hereto as **Exhibit "B"** and as further defined herein ("Project"). **Exhibit "B-1"** through **Exhibit "B-8"** further define the project and illustrate allowable uses within each Tract. The uses on each Tract (shall be as follows which are consistent with the Conceptual Site Plan:

TRACT	USE	LDC Designation to be used for Development Standards purposes only
1	Uses on this tract will be single-family residential homes along with View Protection Zones (VPZ), wetland preservation, stormwater pond creation, and community amenities including exterior storage of	SFR-1

	boats and RVs exclusively for residents residing in the community that will be totally screened from view from off-site properties, Lakeview Boulevard and London Drive.	
2	Uses on this tract primarily consist of View Protection Zones, wetlands, natural buffers, and stormwater ponds. In addition, the property is limited to single family residential dwellings view protection zones, natural buffers, and stormwater ponds.	SFR-2 and P&G
3	This tract is designated as View Protection Zones and natural buffers.	P&G
4	Uses on this tract primarily consist of View Protection Zones/conservation, and wetlands. The property is limited to single family residential dwellings.	SFR-2 and P&G
5	This Tract is designated as a View Protection Zone/conservation.	P&G
6	This Tract is designated as a View Protection Zone	P&G
7	Uses on this tract primarily consist of View Protection Zone and an existing pond. The property is limited to single family residential dwellings.	SFR-2 and P&G
8	Use of this Tract is limited to townhouses, single-family, View Protection Zones, and existing pond. FLUM areas designated Conservation shall be field verified prior to development and the boundaries between the Greenbelt and Conservation areas shall be modified accordingly on the FLUM.	MFR-1[1], SFR-1and P&G
9	Use of this Tract will be limited to 8.3 acres of institutional uses meeting the PSP zoning standards except the maximum building height shall be 35 feet and there shall be a minimum View Protection Zone of 150 feet in width along its eastern property line where it abuts the rear of all existing platted residential lots. All remaining areas include View Protection Zones, new and existing ponds, and natural buffers.	PSP and P&G
10	Use of this Tract is limited to single family residential units with View Protection Zones.	SFR-2

[1] There is a height limitation of thirty-five (35) feet for townhouses, a minimum living area of 1,000 sq. ft. with at least a one-car garage per unit and a minimum setback of 150' from all existing single-family platted lots imposed on this use.

1. TRACT 1: Tract 1 shall be permitted to develop into a single family detached residential community consistent with the City's SFR-1 zoning district

standards. This community will contain its own private amenities which may include a club house, pools, activities room, exercise trails and self-storage of boats and recreational vehicles limited to residents use only. It shall have two (2) entrances onto Lakeview Drive. Stormwater ponds will be developed on site to contain all runoff as required by Federal, State and City rules. In the areas that abut existing residential platted lots, a View Protection Zone ("VPZ") will be required (See Section 10.7). Prior to application for Subdivision Master Plan or Site Plan Approval, an applicant shall ensure that the VPZ is designed in such a fashion that it maintains the Lot Owners' view of the Subject Property consistent with the City's Land Development Code (LDC). Also prior to the above-mentioned application, an applicant shall demonstrate that Tract 1 is or shall be free from environmental hazards and safe for human occupation as regulated by Federal, State and local law including, but not limited to, the Florida Department of Environmental Protection ("FDEP"). The existing golf course maintenance building may be utilized during construction of the residential community on Tract 1 but shall be removed prior to completion of the infrastructure for the residential community.

2. TRACT 2: Tract 2 shall be maintained as a VPZ except for the area depicted on Exhibit "B-2" Tract Plan for single family residential lots. The single family residential area shall be developed consistent with the SRF-2 zoning district standards. As a condition of approval of these lots, a VPZ shall be provided to specifically address the adjacent existing single-family platted lots.

3. TRACT 3: Tract 3 is designated as VPZ and natural buffers.

4. TRACT 4: Tract 4 shall be mostly preserved as a natural area through the use of VPZs and Conservation Easements over existing wetlands. The on-site wetlands are intended to be preserved and, if impacted, avoidance and minimization techniques will be required pursuant to Federal, State and local law. Consistent with Exhibit "B-4" Tract Plan, some single-family residential lots may be developed consistent with the SFR-2 zoning designation standards, however they will be required to provide a VPZ if behind existing platted residential lots.

5. TRACT 5: Tract 5 shall be a VPZ. No development shall be permitted on Tract 5.

6. TRACT 6: Tract 6 shall be a VPZ.

7. TRACT 7: Tract 7 shall be maintained as a VPZ except for the areas depicted on Exhibit "B-6" Tract Plan for single family residential lots. The single family residential areas shall be developed consistent with the SRF-2 zoning district and shall provide a VPZ behind existing platted residential lots.

8. TRACT 8: Tract 8 shall be permitted to be developed consistent with the development standard for the LDC zoning classification of MFR-1 but limited to townhouses. Single-family homes could also be developed using the SFR-1 standards. Notwithstanding said designation, no development on this tract shall exceed thirty-five (35) feet in height. All townhouse development on Tract 8 shall be set back a minimum of 150 feet from any existing single-family platted lot. The existing pond shall be preserved for the benefit of adjacent property owners. The area designated Conservation on the FLUM can be field verified by the Owner through all applicable governmental

agencies and areas designated as uplands may be reclassified to Greenbelt on the FLUM and then utilized for residential purposes.

9. TRACT 9: The easterly 150 feet of Tract 9 that is located behind existing residential platted lots located along the westerly side of London Drive shall be maintained as a VPZ to ensure protection of natural areas. Stormwater areas are also permitted on Tract 9. PSP (institutional) uses with a height limit of 35 feet will be permitted on 8.3 acres of the remaining area. Prior to making any application for development, the Owner shall prepare a conceptual site plan and hold a neighborhood meeting consistent with the requirements of the LDC. Any development application for Tract 9 shall require final action by the PLDRB.

10. Tract 10: Tract 10 shall be permitted to develop single family detached residential units consistent with the LDC SFR-2 zoning district standards. Additionally, a VPZ is required to be provided as shown on the Exhibit "B-8" Tract Plan.

11. In addition to the above, Tracts 1, 8 and 9 of the Project shall be integrated internally and externally by a series of pedestrian pathways and roadways and developed in conformance with the LDC and this Development Agreement.

12. All common areas, VPZ, stormwater ponds and natural areas shall be maintained by a POA or third party determined acceptable to the City.

SECTION 5. FUTURE LAND USE MAP (FLUM).

The future land use designation for the Subject Property is primarily Greenbelt. More specifically about 276.3 +/- acres are designated Greenbelt and the remaining 4.3 +/- acres are designated Conservation. Policy 1.1.1.2 of the Comprehensive Plan establishes the density and intensity for each land use category and zoning district. The density for

Greenbelt is one dwelling unit/acre. Density calculations are not permitted for Conservation areas or Greenbelt lands utilized for PSP (institutional) uses.

SECTION 6. APPROVAL OF CONCEPTUAL PLAN AND DEVELOPMENT REVIEW PROCESS.

(a) The City Council, at its regular meeting on January 19, 2021, adopted Ordinance 2021-_____for a Master Planned Development affecting the Subject Property subject to the terms and conditions of this Development Agreement.

(b) The Owner acknowledges if this Development Agreement is ever terminated, the approval shall be deemed null and void and the land uses approved for the Subject Property shall no longer be permitted, unless otherwise approved by the City Council.

(c) The provisions of the then current LDC shall be applicable to the Subject Property unless otherwise specifically stated herein. Any City Code provision not specifically identified will not be affected by the terms of this Development Agreement and will be subject to enforcement as if no Development Agreement were in effect.

(d) The Conceptual Site Plan, Exhibit "B", generally depicts the layout of the Project and delineates the approximate property boundaries, streets, property lines, general location of lots and intended uses. Exhibits B-1 through B-8 depict the layout of the Project in more detail and where a conflict exists between Exhibit "B" and Exhibits B-1 through B-8, the more detailed Exhibits B-1 through B-8 shall govern.

SECTION 7. MODIFICATIONS TO THE CONCEPTUAL SITE PLAN.

Modifications to the exact location and number of lots, roadways, primary sidewalk/pathway system, and other improvements may be requested by the Owner and

approved by the Land Use Administrator during review of construction documents, site plans, or Subdivision Master Plan for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator is authorized to approve those modifications to the Conceptual Site Plan as allowed by Code, and any construction documents, and Subdivision Master Plan for the Subject Property or portions thereof provided that: (1) The location of the VPZs are not reduced or relocated, (2) The maximum building height is not exceeded, (3) Property setbacks and landscape buffers are not modified, and (4) the approved plans maintain the development standards in this Development Agreement. In accordance with the Land Development Code, future neighborhood meetings may be required. Distance notification requirements will be from the applicable development tract consistent with the neighborhood meeting requirements.

SECTION 8. PERMITTED USES.

ALL USES ON THE PROPERTY SHALL BE CONSISTENT WITH THIS AGREEMENT AND SPECIFICALLY SECTION 4, ABOVE. NOTWITHSTANDING SUCH, THE OWNER AGREES TO FULLY COMPLY WITH THE FOLLOWING USE RESTRICTIONS ON THE SUBJECT PROPERTY. THE OWNER MUST DEVELOP THE SUBJECT PROPERTY CONSISTENT WITH THE CONCEPTUAL SITE PLAN, EXCEPT AS OTHERWISE PROVIDED IN SECTION 8 OF THIS DEVELOPMENT AGREEMENT.

8.1 USE RESTRICTIONS.

(a) Any use of any portion of the Subject Property not designated in Section 4 (inclusive of all exhibits included therein), on the Conceptual Site Plan shall be prohibited.

(b) Except as provided elsewhere in this Development Agreement, any modification to the Development Agreement that proposes a change of uses approved herein, increases the intensity or types of development, or removes, decreases or modifies the location of a VPZ shall require the approval of the City Council, following the review and recommendation of the PLDRB.

8.2 VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, PARKING AND INTERCONNECTIVITY.

(a) The Conceptual Plan integrates pedestrian, bicycle, and vehicular traffic circulation systems within, and outside of, the Subject Property and with adjacent rights-of-ways. All uses shall have access to a roadway but are not required to front on a dedicated road. The City shall be granted access to all roadways to ensure that public safety is maintained.

(b) There shall be at a minimum two (2) methods of entrance and exit consistent with the City's Comprehensive Plan and LDC.

SECTION 9. LAND DEVELOPMENT CODE NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of an inconsistency between the terms of this Development Agreement and the LDC, the terms of this Development Agreement shall prevail except as it pertains to MPD regulations within the LDC. In the event of an inconsistency between the terms of this Development Agreement and the Conceptual Site Plan, the terms of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDC shall apply but

only to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the Conceptual Site Plan.

SECTION 10. FACILITY COMMITMENTS.

(a) Unless otherwise described elsewhere in this Development Agreement, the Owner agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development of the Subject Property. No building permits or development permits shall be issued for the Subject Property unless adequate capacity of concurrency monitored facilities are available concurrent with the impact on said facilities by the Project.

(b) PRIVATE AND PUBLIC IMPROVEMENTS: The Owner, its successors, and assigns, agree to construct, at a minimum, the following on-site improvements, at their sole and exclusive expense, as a condition of this Development Agreement and in addition to the payment of all impact fees relating to the development of the Subject Property, unless otherwise provided for herein; parking areas; roads, utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping. In addition to the foregoing on-site improvements, the Owner must complete any required remediation of contamination in accordance with FDEP/State regulations and provide a performance bond to the City for the remediation work. Bonds for the work described herein shall be in a form acceptable by the City. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required

conditions are related in both nature and extent to the impacts of the proposed Project. Nothing herein shall be deemed a prohibited exaction under Fla. Stat. 70.45, and Owner agrees it has not suffered any damages under that statute.

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Owner shall provide a system of sidewalks on the tracts with direct access from Lakeview Boulevard to ensure that pedestrians maintain easy and safe access to all uses as depicted on the Conceptual Site Plan. The Owner shall provide community sidewalks that are a minimum of five (5) feet wide on only one side of the internal roadway system on Tract 1 as may be required. Owner shall be obligated to provide sidewalks on the portion of the Tract 9 property that abuts US Highway 1. Owner shall not be obligated to provide sidewalks on the scattered single-family lots with direct access from Lee Drive, Leidel Drive, London Drive, Lake Success Drive, Lindsay Drive, or Lewis Drive.

(d) ACCESS: Ingress and egress needed for the Project shall be provided, constructed, and maintained by Owner, its successors, and assigns.

(f) MOWING: The Owner, or a POA, shall continue to pick up trash and mow the rights-of-way that are adjacent to the Subject Property along Lakeview Boulevard, Leaver Drive, London Drive, and Lake Success Drive.

SECTION 11. DEVELOPMENT STANDARDS.

11.1 PARKING: Parking requirements shall be consistent with the LDC.

11.2 OPEN SPACE: Minimum open space shall be forty percent (40%) of the Subject Property's gross area. Open space is defined in the LDC and includes on-site stormwater ponds and all open space within the Property. Flexibility to the minimum open space requirements shall be as provided by the LDC, which may include, but not be

limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space, if approved by the Land Use Administrator. Open space shall be maintained by either the actual owner of the property, a POA, or other method satisfactory to the Owner and the City.

11.3 WATER/WASTEWATER: The Project is located wholly within the City limits and is therefore within the City's water and wastewater service areas. All permanent uses within the Project will be served by the City. The City shall be the service provider for potable water and wastewater service for the Project. The City is under no obligation to accept the dedication of any facility.

11.4 TRANSPORTATION CONCURRENCY: Transportation concurrency shall be addressed during the Preliminary Plat or Technical Site Plan process.

11.5 STORMWATER AND DRAINAGE:

(a) The Owner, or a POA, shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff from the Project to the stormwater facility including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey the stormwater runoff to the Stormwater Facility (the "Owner's Stormwater System").

(b) The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary to serve the public utilities.

(c) The Owner shall construct a stormwater management system that provides treatment and attenuation as required by St. Johns River Water Management District ("SJRWMD") and the City's LDC. Best Management Practices ("BMPs") shall be used during and after construction to minimize erosion and sedimentation and to properly

manage runoff for both stormwater quantity and quality. BMPs shall be in accordance with the FDEP and Florida Department of Transportation ("FDOT") design standards and details.

(d) Stormwater piping, swales, and ditches shall be designed to convey a ten (10)-year, twenty-four (24)-hour storm event. Stormwater detention facilities shall be designed to meet water quality and attenuation requirements by SJRWMD and the City's LDC.

(e) Existing drainage conveyance along the northern property line, as indicated on the Conceptual Site Plan, shall be maintained through the use of drainage swales and/or storm drainage piping.

11.6 LANDSCAPING: All landscaping and irrigation shall comply with the LDC.

11.7 VIEW PROTECTION ZONES (VPZ): The Conceptual Site Plan provides for areas designated as View Protection Zones which shall protect a property owner's view of the Subject Property pursuant to Section 3.03.04(J) of the LDC. VPZs shall be designed and approved by the City prior to any site plan, Subdivision Master Plan or plat approval. Prior to the approval of any residential or institutional designation on Tracts 1, 2, 8 or 9, the Owner shall utilize the following VPZ guidelines in order to minimize adverse impacts on any abutting single-family residentially zoned areas:

- Views of the Subject Property from the rear yards of all existing platted lots located within any residentially zoned districts directly abutting the Subject Property shall be maintained. Peripheral (i.e. side) views from these lots may

be impacted by new development and new development may be visible from existing development;

- Views of the Subject Property from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical; and
- A VPZ must be established in one of the following ways:

  1) The VPZ must be included in a subdivision plat of the Subject Property and designated as a natural buffer area, with the responsibility for maintenance on the Owner, POA or other entity determined acceptable to the City; or

  2) The Owner must record a conservation easement over the VPZ area.

- All VPZ areas must be maintained in a natural state. Vegetation removal and mowing is prohibited, except to the extent these activities are undertaken to remove fire or safety hazards. Should removal activities be required due to a hazard, documentation of the hazard must be provided to the City prior to any vegetation removal and the applicable City approvals/permits granted.

11.8 LIGHTING: All lighting shall be designed to minimize light pollution to off-site properties and to comply with the LDC.

11.9 FIRE PROTECTION: Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Subject Property by the Owner in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, site plans, or preliminary plats. The water requirements for the fire system will be served by the City's Utility Department. The Project shall comply

with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

11.10 UTILITIES: The Owner shall be responsible for any and all costs associated with the extension of existing City utilities to the Subject Property that may be required to serve this Project. All internal utility lines for the Project shall be placed underground.

11.11 INTERCONNECTIVITY AND ACCESS: All units within the Subject Property shall be interconnected by roadways and sidewalks as called for by the City's Comprehensive Plan. Tract 1 shall provide two points of access onto Lakeview Boulevard.

11.12 RESOURCE PROTECTION:

(a) Except as depicted on the Conceptual Site Plan and in this Development Agreement, the Owner shall comply with the resource protection requirements of the LDC.

(b) Natural upland buffers may be required by Chapter 10 of the LDC.

11.13 WETLANDS: An Environmental Assessment for the Subject Property was performed. All wetlands identified on **Exhibit "B"** shall be conserved and shall not be impacted with exception to the wetlands located on the north side of Tract 1. Owner and City shall, in good faith, determine if it is feasible, reasonable, and necessary for the health, safety, and welfare of the public to impact the wetlands to the north of Tract 1 to expand the City's stormwater capacity.

11.14 LOW IMPACT DEVELOPMENT PRACTICES: To further conservation practices identified in the LDC, the Project shall incorporate into the construction,

operation, and maintenance of all facilities, conservation strategies to include but not be limited to:

(a) Water Conservation:

i. Native, drought tolerant plant materials;

ii. St. Johns River Water Management District Florida Water Star program for protection of water resources;

iii. Turf grass – Irrigated area(s) shall not exceed 50% of landscape areas;

iv. Separate irrigation zones shall be required for turf, non-turf areas; and

v. Landscape areas shall not be irrigated using high-volume irrigation systems unless high pressure compensating spray heads are utilized.

All irrigation systems shall employ, at minimum, a rain shut-off device such as a soil moisture sensor or smart irrigation system capable of analyzing and ascertaining weather conditions and time of year. These restrictions shall be clearly stated in the Project's Covenants, Conditions and Restrictions ("CC&Rs"), should they be created.

11.15 PROHIBITION OF DISCHARGES: The Owner shall comply with the City of Palm Coast Code of Ordinances, Article VI, Prohibition of Discharges, and all applicable Local, State, Federal, and City water quality laws, rules, regulations, and ordinances.

11.16 STORMWATER POLLUTION PREVENTION: A stormwater pollution prevention plan shall be attached to and incorporated into the construction and permit

documents pursuant to the requirements of applicable Federal, State, and City regulations.

11.17 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Subject Property, the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation Commission and other applicable agencies. Activities associated with listed flora and fauna and shall comply with the LDC. Bear Smart Community principles shall be integrated into design and operations. The intent is to minimize human-animal conflicts from black bear and other species that may be drawn to area attractants.

11.18 SIGNAGE: The Owner may construct signage consistent with the LDC after receiving necessary permits.

11.19 MODEL HOMES: Up to five model homes on Tract 1can be constructed, occupied, and operated under Section 4.19.02 of the LDC. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and state rules, regulations, and codes.

11.20 POLLUTANTS: Prior to issuance of any development permit, the Owner shall ensure there are no environmental hazards affecting any development located on the Subject Property and that the Subject Property is safe for human occupation. Contaminant assessment activities including soil and or groundwater sampling shall be conducted by a qualified professional that is authorized to assess and make recommendations for such activities per Florida Department of Environmental Protection standards and shall be consistent with applicable Florida Statutes. Upon

application for a Site Plan or Subdivision Master Plan, the Owner shall provide the City with all studies or reports required by Federal and State agencies, including but not limited to the FDEP and the Army Corp of Engineers. If soil or groundwater contamination is above State concentration levels, remedial action in accordance with FDEP standards shall be accomplished prior to construction activities within the affected area. No project identified on the Concept Plan may occur without strict compliance with this section.

11.21 SCHOOLS: Prior to the approval of any development plan of Tract 1, 3 or 8, the Owner shall coordinate with the Flagler County School District for the location and dedication of a bus stop if necessary.

SECTION 12. PHASING OF DEVELOPMENT.

(a) The Subject Property may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Owner shall submit a Subdivision Master Plan or Site Plan for the relevant phase. Each tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times. No clearing of land may occur until Preliminary Plat or Site Plan approval is provided for that specific phase of development.

(b) Roadways shall be constructed concurrently with development of adjacent lots to insure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase. To avoid unnecessary construction and repair costs, internal sidewalks may be constructed adjacent to each lot at the time the home is constructed and prior to the Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement.

(c) The Subdivision Process: Subdivision of the property shall comply with Chapter 177, Florida Statutes and the City's Unified Land Development Regulations. The Conceptual Site Plan depicts the general layout of the Project and the various Tracts which are, as of the date of this Agreement, under unified title. Subsequent transfer of title to any Tract or other portion of the Property may be transferred in its entirety without platting if in compliance with Chapter 177, Florida Statutes. No infrastructure improvements may be made until approved by the City and other governing agencies.

SECTION 13. LOT AND BUILDING STANDARDS.

13.1 LOT DIMENSIONAL STANDARDS: All development Standards shall comply with the City of Palm Coast's LDC and those standards provided in Section 4 of this Agreement. If there is a conflict between the two, the standards provided in Section 4 shall control.

13.2 ARCHITECTURE: Shall be consistent with the City's LDC.

SECTION 14. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER SEQUENCING.

(a) The failure of the Development Agreement to address any specific City, County, State, or Federal permit, condition, term, or restriction shall not relieve the

Owner of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not Preliminary Plat or Site Plan approval and the Owner remains responsible for complying with all provisions of the Land Development Code unless provided elsewhere in this Development Agreement.

SECTION 15. DEVELOPMENT FEES.

The Owner acknowledges and agrees that the City has enacted citywide impact fees and may in the future increase the amount of those fees. Except as provided for herein regarding park system impact fees, the Owner acknowledges that the Subject Property shall be subject to all fees in effect at the time of permitting.

SECTION 16. COMMON AREAS AND MAINTENANCE.

For all common areas, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the Owner shall maintain or establish a POA, in accordance with Florida law, comprised of the owners of lots or parcels with the development. The POA documentation shall be subject to the prior reasonable review of the City to ensure adequate provisions for the ongoing care and maintenance of the common areas. The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the POA, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the POA, and restrictions on the ability to amend these requirements without

the City's approval. The City shall not be required to accept ownership or maintenance of any of the Project's common elements including but not limited to landscaping and buffers.

SECTION 17. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE, AND CONFLICT RESOLUTION.

(a) In the event of a breach hereof by either party hereto, the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

(b) In the event that a dispute arises under this Development Agreement, and the City and Owner are unable to resolve the issues, the parties shall attempt to resolve all disputes informally. In the event of a failure to informally resolve all disputes, the City and Owner agree to engage in mediation before a certified Circuit Court mediator selected by the parties. In the event that the parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The parties shall equally pay all costs of mediation.

(c) In the event of conflict between the terms of this Development Agreement and the LDC, the provisions of this Development Agreement shall prevail.

SECTION 18. NOTICES.

(a) All notices required or permitted to be given under this Development Agreement must be in writing and must be delivered to the City or the Owner at its address set forth below (or such other address as may be hereafter be designated in writing by such party).

(b) Any such notice must be personally delivered or sent by certified mail, overnight courier, facsimile, or telecopy.

(c) Any such notice will be deemed effective when received (if sent by hand delivery, overnight courier, telecopy, or facsimile) or on that date which is three (3) days after such notice is deposited in the United States mail (if sent by certified mail).

(d) The parties' addresses for the delivery of all such notices are as follows:

As to the City: City Manager
160 Lake Avenue
Palm Coast, FL 32164

As to the Owner: Matanzas GC Palm Coast, LLC.
200 Ocean Crest Drive, Unit 111
Palm Coast, FL 32137

With copies to: Michael D. Chiumento III, Esq.
Chiumento Dwyer Hertel Grant
145 City Place, Suite 301
Palm Coast, FL 32164

SECTION 19. SEVERABILITY.

The terms and provisions of this Development Agreement are not severable and in the event any portion of this Development Agreement shall be found to be invalid or illegal, then the entire Development Agreement shall be null and void.

SECTION 20. SUCCESSORS AND ASSIGNS.

(a) This Development Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and Owner and their respective successors-in-interest. The terms and conditions of this Development Agreement similarly shall be binding upon the Subject Property and shall run with the land and the title to the same.

(b) This Development Agreement touches and concerns the Subject Property.

(c) The Owner has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Agreement.

SECTION 21. GOVERNING LAW, VENUE, AND COMPLIANCE WITH LAW.

(a) This Development Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the Code of Ordinances of the City of Palm Coast.

(b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(c) The Owner shall fully comply with all applicable Local, State, and Federal environmental regulations and all other laws of similar type or nature.

(d) This Development Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development generally applicable to the entire area of the City, such as requiring compliance with the City capital facilities plan, parks master plan (including parks and trail dedications), utility construction and connections, mandating utility capacities, requiring street development, or other such similar land development regulations and requirements.

(e) If State or Federal laws are enacted after execution of this Development Agreement which are applicable to and preclude the parties' compliance with this Development Agreement, this Development Agreement shall be modified or revoked as necessary to comply with the relevant law.

(f) This Development Agreement shall also not be construed to prohibit the City from adopting lawfully imposed impact fees applicable to the Owner and the development of the Conceptual Plan authorized hereunder.

SECTION 22. TERM / EFFECTIVE DATE.

(a) This Development Agreement shall be effective upon approval by the City Council and execution of this Development Agreement by all parties (the "Effective Date").

(b) This Development Agreement provides an initial timeframe of seven (7) years to commence development from the Effective Date.

(c) Should development not commence within the initial established timeframe, the term of this Development Agreement may be modified by action of the City Council, at City Council's discretion. Failure to obtain an extension shall cause the zoning of all lands encumbered to revert to the previous equivalent zoning designation.

SECTION 23. RECORDATION.

Upon approval by the City Council and execution of this Development Agreement by all parties, this Development Agreement and any and all amendments hereto shall be recorded by the City with the Clerk of the Circuit Court of Flagler County within fourteen (14) days after its execution by the City, and the Development Agreement shall run with the land. The Owner shall pay the costs to record this Development Agreement.

SECTION 24. THIRD PARTY RIGHTS.

This Development Agreement is not a third-party beneficiary contract, and shall not in any way whatsoever create any rights on behalf of any third party.

SECTION 25. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

(a) Strict compliance shall be required with each and every provision of this Development Agreement. The parties agree that each has the remedy of specific performance of these obligations.

(b) Time is of the essence to this Development Agreement and every right or responsibility required herein shall be performed within the times specified.

SECTION 26. ATTORNEYS' FEES.

In the event of any action to enforce the terms of this Development Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and all costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the trial, or appellate level.

SECTION 27. FORCE MAJEURE.

The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specific time period ("Time Period") constitutes a default under terms of this Development Agreement, and if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to: acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"); then notwithstanding any provision of this Development Agreement to the contrary, that failure shall not constitute a default under this Development Agreement and any Time Period prescribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

SECTION 28. INDEMNIFICATION.

The Owner shall indemnify for and save the City harmless from and against any and all liability, claims for damages and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of in any way connected with the Owner's development of the Subject Property as provided in this Development Agreement. This agreement by the Owner to indemnify and hold the City harmless shall include, but not be limited to: all charges, expenses, and costs, including reasonable attorneys' fees, both at trial and on appeal, incurred by the City on account of or by reason of such injuries, damages, liability, claims, suits, or losses and all damages arising therefrom.

SECTION 29. ENFORCEMENT; CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

(a) This Development Agreement shall continue to be enforceable, unless lawfully terminated, notwithstanding any subsequent changes in any applicable law.

(b) The failure by the Owner to perform each and every one of its obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Owner written notice of said default. Upon receipt of said notice, the Owner shall be provided a thirty (30) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating

this Development Agreement. If thirty (30) days is not considered by the parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed ninety (90) days from initial notification of default. Upon termination of the Development Agreement, the Owner shall immediately be divested of all rights and privileges granted hereunder.

SECTION 30. CAPTIONS.

Sections and other captions contained in this Development Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Development Agreement, or any provision hereof.

SECTION 31. EXHIBITS.

Each exhibit referred to and attached to this Development Agreement is an essential part of this Development Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Development Agreement.

SECTION 32. INTERPRETATION.

(a) The Owner and the City agree that all words, terms, and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Development Agreement.

(b) This Development Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both parties have contributed to the drafting of this Development Agreement.

SECTION 34. FURTHER ASSURANCES.

Each party agrees to sign any other and further instruments and documents consistent herewith as may be necessary and proper to give complete effect to the terms of this Development Agreement.

SECTION 35. COUNTERPARTS.

This Development Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same document.

SECTION 36. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for elsewhere in this Development Agreement, (1) Amendments to and waivers of the provisions herein shall be made by the parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all parties hereto and upon approval of the City Council of the City of Palm Coast.

(b) Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

SECTION 37. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

This Development Agreement constitutes the entire agreement between the parties and supersedes all previous oral discussions, understandings, and agreements of any kind and nature, as between the parties relating to the subject matter of this Development Agreement.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

CITY OF PALM COAST,

FLORIDA

M Holland

Milissa Holland, Mayor

ATTEST:

Kathleen E. Tedder for

Virginia A. Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William E. Reischmann, Jr., Esq.
City Attorney

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2021, by **Milissa Holland**, Mayor of the **City of Palm Coast, Florida**, who is □ personally known to me or □ has produced _____ as identification.

Jeanne A Montaruli

Signature

JEANNE A MONTARULI
Notary Public - State of Florida
Commission # GG 284017
My Comm. Expires Feb 8, 2023
Bonded through National Notary Assn.

(Seal)

Jeanne A Montaruli

Printed Name

Title or Rank

Serial Number / Commission Number

WITNESSES:

Vincent L Sullivan

(print)

Caroline McNeil

(print)

"OWNER"

Matanzas GC Palm Coast, LLC., a Florida limited liability company

By: Alex Ustilovsky

Alexander Ustilovsky, Manager

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of February, 2021, by **Alexander Ustilovsky**, Manager, of **Matanzas GC Palm Coast, LLC** a Florida limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ has produced _____ as identification.

Signature

(Seal)

VINCENT L. SULLIVAN
MY COMMISSION # GG 937722
EXPIRES: December 8, 2023
Bonded Thru Notary Public Underwriters

Vincent L. Sullivan

Printed Name

Notary

Title or Rank

GG937722

Serial Number / Commission Number

EXHIBIT "A"

MATANZAS WOODS GOLF COURSE:

Reserved Parcel "A", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northeast corner of Block 165 of said Plat of Lakeview; thence North 89°30'56" East 21.68 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 349.56 feet, a radius of 800.00 feet, a central angle of 25°02'07" and a chord bearing South 26°22'21" East, 346.78 feet to a point of tangency; thence South 38°53'25" East 2087.61 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 266.63 feet, a radius of 1120.00 feet, a central angle of 13°38'23" and a chord bearing South 32°04'13" East, 265.99 feet to a point of tangency; thence South 25°15'02" East 772.55 feet to a point of cusp; thence northwesterly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 66°04'26" West 196.12 feet to a point; thence South 16°53'50" East 110.00 feet to a point on a curve; thence westerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing South 64°44'57" West 11.62 feet to a point; thence North 33°36'15" West 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 15°34'21" West 196.12 feet to a point of tangency; thence South 25°15'02" East 100.25 feet to a point on a curve; thence southwesterly along a curve to the left having an arc length of 217.30 feet, a radius of 280.98 feet, a central angle of 44°18'38" and a chord bearing South 42°35'39" West 211.92 feet to a point of tangency; thence South 08°35'49" West 179.39 feet; thence North 81°24'11" West 913.66 feet; thence South 08°35'49" West 125.00 feet; thence North 81°24'11" West 40.00 feet; thence North 08°35'49" East 125.00 feet; thence North 81°24'11" West 125.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 180.00 feet, a radius of 225.00 feet, a central angle of 45°50'12" and a chord bearing South 75°40'43" West,175.24 feet to a point; thence South 37°14'23" East, 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 77.08 feet, a radius of 100.00 feet, a central angle of 44°09'48" and a chord bearing South 30°40'43" West 75.19 feet to a point of tangency; thence South 08°35'49" West, 237.34 feet; thence North 81°24'11" West 87.50 feet; thence North 51°24'11" West 130.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 87°46'25" West,196.12 feet to a point; thence South 43°02'58" East 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'26" and a chord bearing South 38°35'49" West 11.62 feet to a point; thence North 59°45'24" West 110.00 feet; thence South 38°35"49" West 128.21 feet; thence North 51°24'11" West 1018.03 feet; thence North 38°35'49" East 380.00 feet; thence South 51°24'11" East 500.00 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00, a central angle of

90°00'00" and a chord bearing North 83°35'49" East, 318.20 feet to a point; thence North 51°24'11" West 125.00 feet; thence North 38°35"49" East 230.92 feet; thence South 51°24'11" East 100.00 feet; thence South 81°24'11" East 993.30 feet to a point of curvature; thence northeasterly along a curve to the left having an arc length of 431.48 feet, a radius of 225.00 feet, a central angle of 109°52'35" and a chord bearing North 43°39'32" East, 368.34 feet to a point of tangency; thence North 11°16'46" West 478.51 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 245.29 feet, a radius of 225.00 feet, a central angle of 62°27'41" and a chord bearing North 42°30'36" West, 233.32 feet to a point; thence North 08°35'49" East 77.01 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing North 36°24'11" West 318.20 feet to a point; thence westerly along a curve to the left having an arc length of 446.47 feet, a radius of 150.00 feet, a central angle of 170°32'16" and a chord bearing North 76°40'19" West 298.98 feet to a point of tangency; thence South 08°35'49" West 149.66 feet; thence North 81°24'11" West 50.00 feet; thence North 08°35'49" East 125.00 feet; thence North 78°43'26" West 153.29 feet; thence North 09°33'43" West 148.11 feet; thence South 69°50'14" East 67.79 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 146.25 feet, a radius of 150.00 feet, a central angle of 55°51'48" and a chord bearing North 87°23'42" East,140.53 feet to a point; thence North 30°32'12" West 110.00 feet to a point on a curve; thence northeasterly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 51°06'35" East 11.62 feet to a point; thence South 47°14'37" East 110.00 feet to a point on a curve; thence northerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'48" and a chord bearing North 01°55'59" East 196.12 feet to a point of tangency; thence North 38°53'25" West 326.21 feet; thence North 80°07'23" West 122.65 feet; thence North 09°33'42" West 80.00 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 166.36 feet, a radius of 325.00 feet, a central angle of 29°19'42" and a chord bearing North 24°13'34" West,164.55 feet to a point of tangency; thence North 38°53'25" West 200.00 feet; thence South 51°06'35" West 125.00 feet; thence North 38°53'25" West 20.00 feet; thence North 51°06'35" East 125.00 feet; thence North 38°53'25" West 178.81 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 292.66 feet, a radius of 325.00 feet, a central angle of 51°35'39" and a chord bearing North 64°41'14" West, 282.87 feet to a point of tangency; thence South 89°30'56" West 678.94 feet to a point of curvature; thence southwesterly along a curve to the left having an arc length of 389.08 feet, a radius of 225.00 feet, a central angle of 99°04'39" and a chord bearing South 39°58'37" West, 342.38 feet to a point of cusp; thence North 09°33'43" West 137.22 feet; thence North 00°29'04" West 425.00 feet; thence North 89°30'56" East 1200.00 feet; thence North 00°29'04" West 125.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "C", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northwest corner of said Reserved Parcel "C"; thence North 89°26'28" East 630.08 feet; thence South 38°43'02" West 202.91 feet; thence South 51°40'07" East 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 250.77 feet, a radius of 300.00 feet; a central angle of 47°53'36" and a chord bearing South 14°23'05" West 243.53 feet to a point of tangency; thence South 09°33'43" East 403.87 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 520.00 feet, thence North 80°26'17" East 125.00 feet; thence South 09°33'43" East 40.00 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 980.61 feet to a point of curvature; thence southerly along a curve to the left having an arc length of 441.04 feet, a radius of 725.00 feet, a central angle of 34°51'17" and a chord bearing South 26°59'21" East, 434.27 feet to a point; thence North 45°35'00" East 55.00 feet; thence South 44°25'00" East 67.22 feet; thence North 39°51'14" East 73.36 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 13.16 feet, a radius of 600.00 feet; a central angle of 01°15'25" and a chord bearing South 50°46'29" East 13.16 feet to a point of tangency; thence South 51°24'11" East 170.76 feet; thence South 54°59'31" West 770.58 feet; thence North 35°00'29" West 649.53 feet to a point on the east right of way line of U.S. Highway No.1; thence northerly along said right of way line of the following six courses; run North 09°59'31" East 128.08 feet; thence South 89°43'01" West 5.08 feet; thence North 09°59'31" East 253.32 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 655.06 feet, a radius of 2030.05 feet, a central angle of 18°29'18" and a chord bearing North 00°44'52" East, 652.23 feet to a point of tangency; thence North 08°29'47" West 179.58 feet; thence South 81°30'12" West 20.00 feet; thence North 08°29'47" West 1583.88 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "D" Lake View - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most northerly corner of said Reserved Parcel "D"; thence South 38'53'28" East 93.32 feet; thence North 89°30'56" East 936.80 feet; thence South 00°29'04" East 432.94 feet; thence South 09°33'42" East 57.28 feet to a cusp point; thence northwesterly along a curve to the left having an arc length of 317.78 feet, a radius of 225.00 feet; a central angle of 80°55'21" and a chord bearing North 50°01'23" West 292.02 feet to a point of tangency; thence South 89°30'56" West 846.10 feet; thence North 09°33'43" West 149.00 feet to a point of curvature; thence northerly along a curve to the right having an arc length of 254.23 feet, a radius of 240.00 feet, a central angle of 60°41'38" and a chord bearing North 20°47'06" East, 242.51 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows: From a POINT OF BEGINNING, being the most southerly corner at said Reserved Parcel "E"; thence North 64°44'58" East 526.36 feet; thence North 25°15'02" West 335.20 feet; thence South 64°44'58" West 125.00 feet; thence North 25°15'02" West 620.00 feet to a point of curvature; thence northwesterly along a curve to the right having an arc length of 60.46 feet, a radius of 425.00 feet, a central angle of 08°09'02" and a chord bearing North 21°10'31" West, 60.41 feet to the southeasterly corner of a parcel described in Official Records Book 492, pages 936-939; thence northerly along the boundary of said parcel described in Official Records Book 492, pages 936-939 for the following five courses; thence South 72°54'00" West 10.00 feet; thence North 53°38'13" West 20.65 feet; thence South 05°01'26" West 11.50 feet; thence North 10°42'21" West 31.82 feet; thence North 01°05'36" East 53.63 feet; thence North 85°41'45" East 24.67 feet to the boundary of above said Reserved Parcel "2", being a point on a curve; thence northerly along a curve to the right having an arc length of 28.33 feet, a radius of 425.00 feet; a central angle of 03°49'11" and a chord bearing North 02°23'39" West 28.33 feet to a point of tangency; thence North 00°29'04" West 1536.30 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point; thence South 85°19'06" East 128.73 feet; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 202.47 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of

16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 1003.67 feet; thence South 25°15'02" East 260.04 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 19°44'58" West, 318.20 feet to a point of tangency; thence South 64°44'58" West 800.00 feet; thence South 25°15'02" East 300.00 feet; thence North 64°44'58" East 910.00 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'11" and a chord bearing North 85°37'33" East, 302.90 feet to a point; thence South 16°30'09" West 125.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 34.00 feet, a radius of 300.00 feet, a central angle of 06°29'36" and a chord bearing South 70°15'03" East 33.98 feet to a point; thence North 22°59'45" East 125.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'13" and a chord bearing South 46°07'39" East 302.91 feet to a point of cusp; thence North 25°15'02" West 822.28 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 561.16 feet, a radius of 275.00 feet, a central angle of 116°54'59" and a chord bearing North 33°12'28" East, 468.74 feet to a point of tangency; thence South 88°20'03" East 756.56 feet; thence South 07°23'44" West 126.38 feet to a point of on a curve; thence easterly along a curve to the right having an arc length of 150.15 feet, a radius of 150.00 feet, a central angle of 57°21'14" and a chord bearing South 53°55'39" East 143.96 feet to a point of tangency; thence South 25°15'02" East 40.00 feet; thence North 64°44'58" East 125.00 feet to the easterly line of Belle Terre Waterway; thence North 25°15'02" West along said easterly line of Belle Terre Waterway for a distance of 862.29 feet to a point of curvature; thence depart said boundary line of said Reserved Parcel "2" and run westerly along the southerly line of Jefferson Davis Waterway for the following four courses: run westerly along a curve to the left having an arc length of 921.97 feet, a radius of 825.00 feet, a central angle of 64°01'49" and a chord bearing North 57°15'57" West, 874.74 feet to a point of tangency; thence North 89°16'51" West 858.76 feet to a point of curvature; thence westerly along a curve to the right having an arc length of 411.10 feet, a radius of 675.00 feet, a central angle of 34°53'44" and a chord bearing North 71°49'59" West, 404.78 feet to a point of tangency; thence North 54°23'07" West 585.58 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 177.30 feet, a radius of 825.00 feet, a central angle of 12°18'47" and a chord bearing North 60°32'31" West,176.96 feet to a point on the westerly boundary of said Reserved Parcel "2"; thence southerly and westerly along said westerly boundary of said Reserved Parcel "E" for the following seven courses: South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southeasterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 331.52 feet, a radius of 720.00 feet, a

central angle of 26°22'53" and a chord bearing South 25°41 '59" East 328.59 feet to a point of tangency; thence South 38°53'25" East 1801.29 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Part of Government Sections 21 and 22, Township 10 South, Range 30 East, Flagler County, Florida being that part of PARCEL NO. 2 of the property described in Official Records Book 142, pages 278-279, lying south of Jefferson Davis Waterway and being more particularly described as follows:
From a POINT OF REFERENCE being a point on the easterly boundary line of the above described PARCEL NO. 2, said point being the northwest corner of Reserved Parcel "2" as shown on the recorded plat of Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida; thence South 29°30'56" West along the easterly boundary of said PARCEL NO. 2 being also along the westerly boundary of said Reserved Parcel "E" for a distance of 390.35 feet to the POINT OF BEGINNING; thence continue along the easterly and southerly boundary of said PARCEL NO. 2 being also along the westerly and northerly boundary of said Reserved Parcel "E" for the following seven courses: run South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southwesterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence northerly along a curve to the right having an arc length of 151.10 feet, a radius of 720.00 feet, a central angle of 12°01'28" and a chord bearing North 06°29'48" West 150.83 feet to a point; thence South 89°30'56" West 1280.00 feet to the northwest corner of Block 164 of said plat of Lakeview; thence North 12°53'48" East along the southerly line of said Jefferson Waterway for a distance of 297.66 feet to a point on a curve; thence northeasterly along a curve to the right having an arc length of 913.19 feet, a radius of 825.00 feet, a central angle of 63°25'15" and a chord bearing North 39°41'03" East 867.28 feet to a point of tangency; thence North 71°23'41" East 1251.37 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 603.42 feet, a radius of 825.00 feet; a central angle of 41°54'25" and a chord bearing South 87°39'07" East, 590.05 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

All of that land vacated in the Subdivision Plat Of Lakeview - Section 37 Palm Coast Map Book 13 Pages 1 through 29, per Resolution 95-56 as recorded in Official Records Book 538 at Pages 1611 through 1613, Public Records of Flagler County, Florida, being described as follows:
BEGINNING at the southwesterly corner of Lot 22, Block 143 of the aforesaid Lakeview - Section 37; thence North 80°26'17" East a distance of 49.47 feet to a point of curvature of a curve to the right; thence northeasterly along said curve having a radius of 300.00 feet, a central angle of 14°34'59" an arc of 76.36 feet and a chord bearing North

87°43'47" East, 76.15 feet to a point on a non-tangent line; thence North 09°33'43" West, a distance of 1273.40 feet; thence North 80°26'17" East a distance of 124.48 feet; thence South 47°01'13" East a distance of 97.49 feet to a point on a non-tangent curve; thence northeasterly along a curve to the right having a radius of 150.00 feet; a central angle of 08°07'48", an arc length of 21.28 feet and a chord bearing North 47°02'41" East, 21.27 feet to a point of tangency; thence North 51°06'35" East a distance of 100.00 feet; thence South 38°53'25" East a distance of 50.00 feet; thence South 51°06'35" West a distance of 100.00 feet to a point of curvature; thence southwesterly along a curve to the left having a radius of 100.00 feet, central angle of 05°43'46, an arc length of 10.00 feet and a chord bearing South 48°14'42" West,10.00 feet to a point on a non-tangent line; thence South 50°07'21" East a distance of 153.93 feet; thence South 51°06'35" West a distance of 20.25 feet; thence South 09°33'43" East a distance of 936.00 feet; thence South 35°36'55" East a distance of 82.42 feet; thence South 81°24'11" East a distance of 240.00 feet; thence South 08°35'49" West a distance of 125.00 feet; thence South 81°24'11" East a distance of 27.55 feet to a point on a non-tangent curve; thence southwesterly along curve to the left having a radius of 40.00 feet, a central angle of 77°21'52", an arc of 54.01 feet and a chord bearing South 08°35'49" West 50.00 feet to a point on a non-tangent line; thence North 81°24'11" West a distance of 4.59 feet; thence South 08°35'49" West a distance of 125.00 feet; thence North 81°24'11" West a distance of 480.00 feet; thence South 84°38'20" West a distance of 69.97 feet; thence North 03°00'11" West a distance of 144.02 feet to a point on a non-tangent curve; thence southwesterly along a curve to the left having a radius of 250.00 feet, a central angle of 13°34'27", an arc of 59.23 feet and a chord bearing South 87°13'31" West, 59.09 feet to a point of tangency; thence South 80°26'17" West a distance of 51.03 feet to a point on a non-tangent curve; thence northwesterly along a curve to the left having a radius of 200.00 feet, a central angle of 07°10'51" an arc of 25.07 feet and a chord bearing North 05°58'17" West 25.05 feet to a point of tangency; thence North 09°33'43" West a distance of 25.00 feet to the POINT OF Beginning, the above described parcel of land is situated in Section 22, Township 10 South, Range 30 East, Flagler County, Florida.

ALSO INCLUDING:

Part of Reserved Parcel "R-1", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most easterly corner of said Reserved Parcel "R-1"; thence South 38°35'49" West along the southeasterly line of said Reserved Parcel "R-1" for a distance of 767.47 feet; thence North 51°24'11" West 1300.81 feet to the most westerly corner of said Reserved Parcel "R-1"; thence North 54°59'31" East,148.96 feet; thence South 59°22'19" East 485.17 feet; thence South 73°43'22" East 217.49 feet; thence North 77°17'42" East 363.21 feet; thence North 38°35'49" East 191.24 feet; thence South 51°24'11" East 350.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E" according to the Subdivision Plat Lakeview Section 37, Palm Coast, recorded in Map Book 13, Pages 1 Through 29, of the Public Records of Flagler County, Florida, being more particularly described as follows: A POINT OF REFERENCE being the northeast corner of Lot 1, Block 75; thence North 25°15'02" West along the west line of Belle Terre Waterway a distance of 862.29 feet to THE POINT OF BEGINNING; thence departing Belle Terre Waterway (as platted) 921.97 feet along the arc of a curve to the left (concave southerly) have a central angle of 64°01'49", a radius of 825.00 feet, a chord bearing of North 57°15'57" West and a chord distance of 874.74 feet to a point of tangency, thence North 89°16'51" West a distance of 858.76 feet to a point of curvature; thence 411.10 feet along the arc of a curve to the right (concave northerly) having a central angle of 34°53'44", a radius of 675.00 feet, a chord Bearing of North 71°49'59" West and a chord distance of 404.78 feet to the end of said curve being a point on the boundary of Jefferson Davis Waterway as recorded in Official Records Book 549, Pages 966 through 990, of the Public Records of Flagler County, Florida; thence North 35°36'53" East along said waterway a distance of 30.00 feet to a point on a non-tangent curve; thence easterly 392.83 feet along the arc of a curve to the left (concave northerly)having a central angle of 34°53'44", a radius of 645.00 feet, a chord bearing of South 71°49'59" East and a chord distance of 386.79 feet to a point of tangency; thence South 89°16'51" East a distance of 858.76 feet to a point of curvature; thence 955.50 feet along the arc of a curve to the right concave southwesterly having a central angle of 64°01'49", a radius of 855.00 feet, a chord bearing of South 57°15'57" East and a chord distance of 906.54 feet to the end of said curve; thence South 64°44'58" West a distance of 30.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5), BEING A PORTION OF LONDON WATERWAY, LAKEVIEW SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 26, LOCATED IN GOVERNMENT SECTION 28, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF ASHWOOD WATERWAY (A 300 FOOT RIGHT-OF-WAY) PER SAID LAKEVIEW SECTION 37, WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, (STATE ROAD 5, A 175 FOOT RIGHT-OF-WAY AT THIS POINT); THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 35°00'29" EAST ALONG SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY FOR A DISTANCE OF 649.53 FEET TO THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID ASHWOOD WATERWAY LINE NORTH 54°59'31" EAST ALONG THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY FOR A DISTANCE OF 770.58 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LONDON DRIVE, (A 60 FOOT RIGHT-OF-WAY), PER SAID LAKEVIEW-SECTION 37; THENCE DEPARTING THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY SOUTH 51°24'11" EAST ALONG SAID RIGHT-

OF-WAY LINE FOR A DISTANCE OF 104.24 FEET TO THE SOUTHERLY LINE OF SAID LONDON WATERWAY; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 54'59'31" WEST ALONG SAID SOUTHERLY LINE OF LONDON WATERWAY FOR A DISTANCE OF 800.00 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY; THENCE NORTH 35°00'29" WEST ALONG SAID ASHWOOD WATERWAY LINE FOR A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

EXHIBIT "B"

LAKEVIEW ESTATES CONCEPTUAL SITE PLAN



EXHIBIT "B-1"

TRACT 1 **LAKEVIEW ESTATES TRACT PLAN**

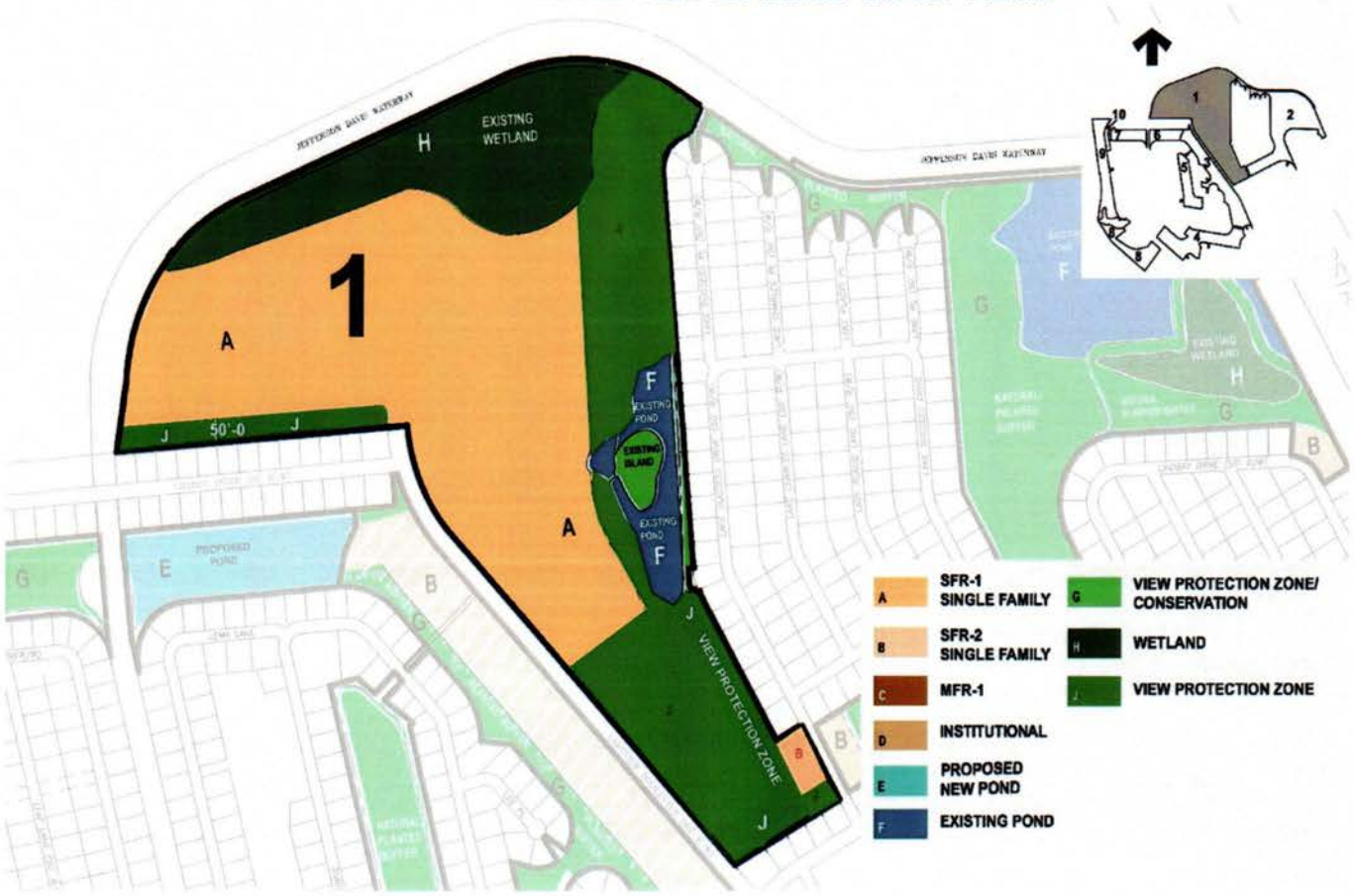


EXHIBIT "B-2"

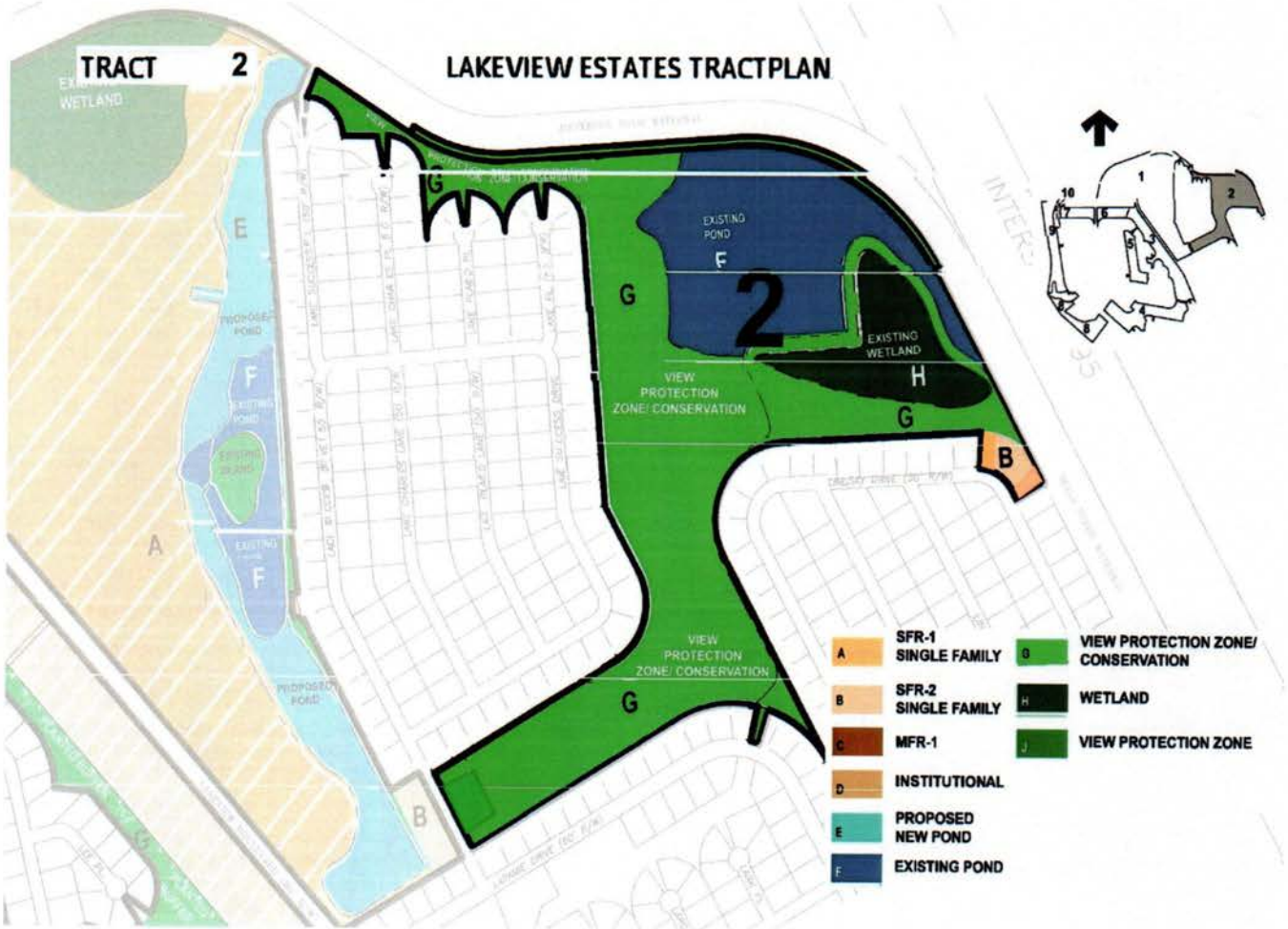

TRACT 2
LAKEVIEW ESTATES TRACTPLAN
EXISTING WETLAND
EXISTING POND
VIEW PROTECTION ZONE/ CONSERVATION
PROPOSED POND
SFR-1 SINGLE FAMILY
SFR-2 SINGLE FAMILY
MFR-1
INSTITUTIONAL
PROPOSED NEW POND
EXISTING POND
VIEW PROTECTION ZONE/ CONSERVATION
WETLAND
VIEW PROTECTION ZONE

EXHIBIT "B-3"

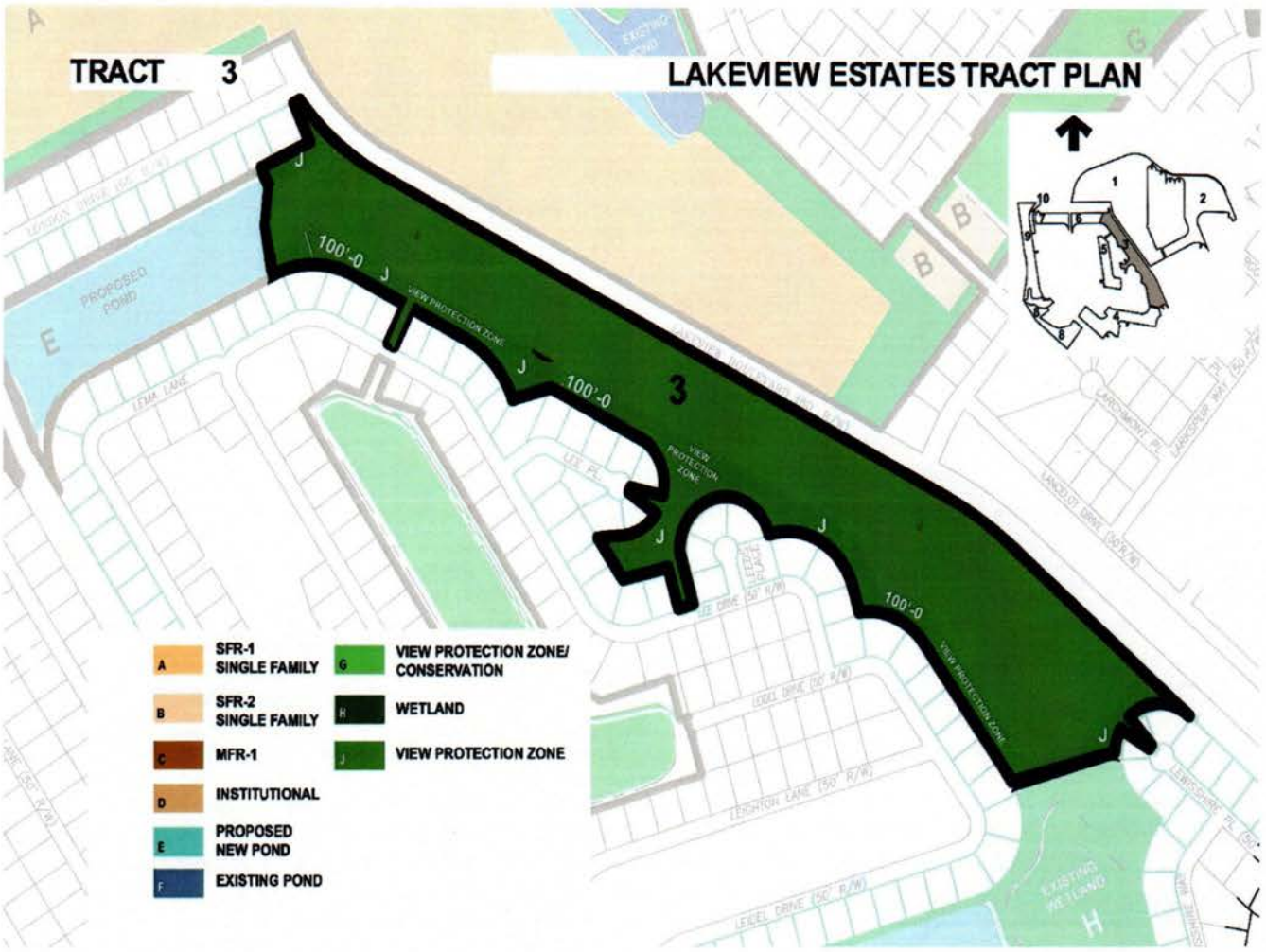

TRACT 3
LAKEVIEW ESTATES TRACT PLAN
PROPOSED POND
LEMA LANE
100'-0
VIEW PROTECTION ZONE
3
EXISTING WETLAND
H
A SFR-1 SINGLE FAMILY
B SFR-2 SINGLE FAMILY
C MFR-1
D INSTITUTIONAL
E PROPOSED NEW POND
F EXISTING POND
G VIEW PROTECTION ZONE/ CONSERVATION
H WETLAND
J VIEW PROTECTION ZONE

EXHIBIT "B-4"


TRACT 4
LAKEVIEW ESTATES TRACT PLAN
LEIGHTON LANE (50' R/W)
LEWIS DRIVE (50' R/W)
VIEW PROTECTION ZONE
4
EXISTING WETLAND
H
VIEW PROTECTION ZONE
B
Limit of 3 lots
G
H
B
Limit of 3 lots
J
SFR-1 SINGLE FAMILY
SFR-2 SINGLE FAMILY
MFR-1
INSTITUTIONAL
PROPOSED NEW POND
EXISTING POND
VIEW PROTECTION ZONE/ CONSERVATION
WETLAND
VIEW PROTECTION ZONE

EXHIBIT "B-5"

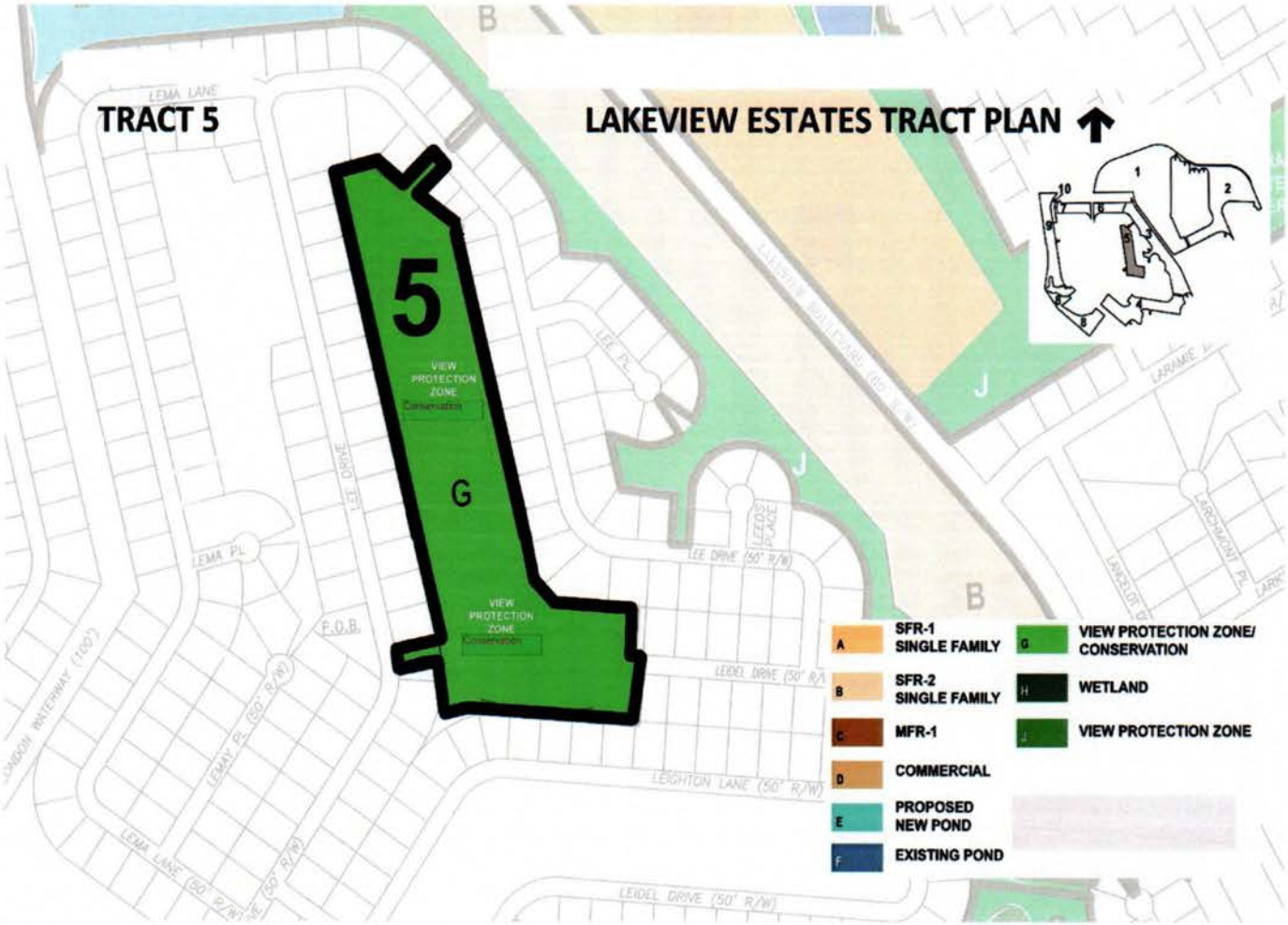

TRACT 5
LAKEVIEW ESTATES TRACT PLAN
5
G
VIEW PROTECTION ZONE
Conservation
VIEW PROTECTION ZONE
Conservation
P.O.B.
LEMA LANE
LEMA PL.
LEE DRIVE (50' R/W)
LEIDEL DRIVE (50' R/W)
LEIGHTON LANE (50' R/W)
LEMAY PL (50' R/W)
LEMA LANE (50' R/W)
LEEDS PLACE
LARAMIE PL.
LANCELOT CT.
LARCHMONT PL.
J
B
A SFR-1 SINGLE FAMILY
B SFR-2 SINGLE FAMILY
C MFR-1
D COMMERCIAL
E PROPOSED NEW POND
F EXISTING POND
G VIEW PROTECTION ZONE/ CONSERVATION
H WETLAND
J VIEW PROTECTION ZONE

EXHIBIT "B-6"

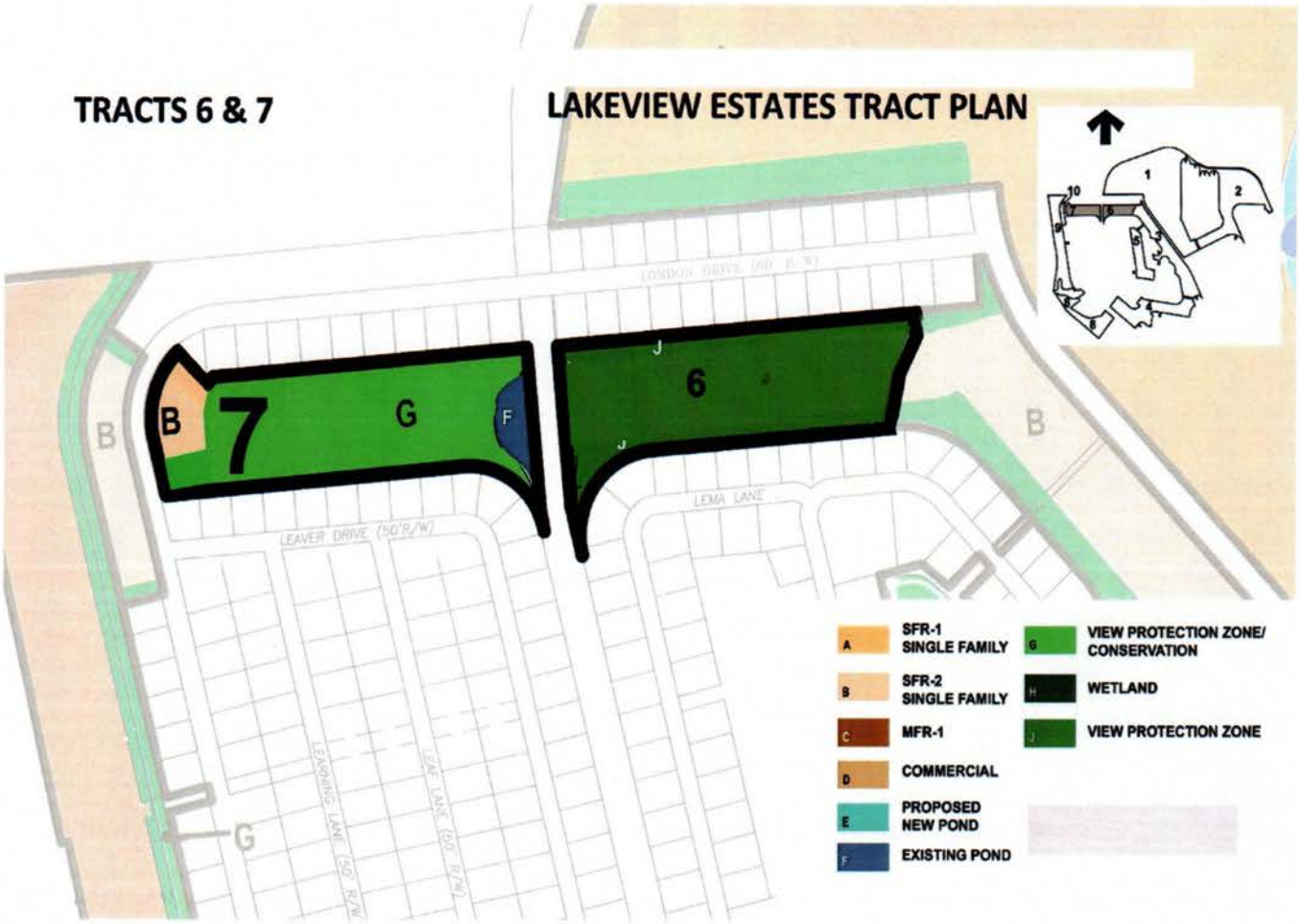

TRACTS 6 & 7
LAKEVIEW ESTATES TRACT PLAN
LONDON DRIVE (80' R/W)
LEAVER DRIVE (50'R/W)
LEMA LANE
LEARNING LANE (50' R/W)
LEAF LANE (50' R/W)
B
7
G
F
6
J
G
SFR-1 SINGLE FAMILY
SFR-2 SINGLE FAMILY
MFR-1
COMMERCIAL
PROPOSED NEW POND
EXISTING POND
VIEW PROTECTION ZONE/ CONSERVATION
WETLAND
VIEW PROTECTION ZONE

EXHIBIT "B-7"

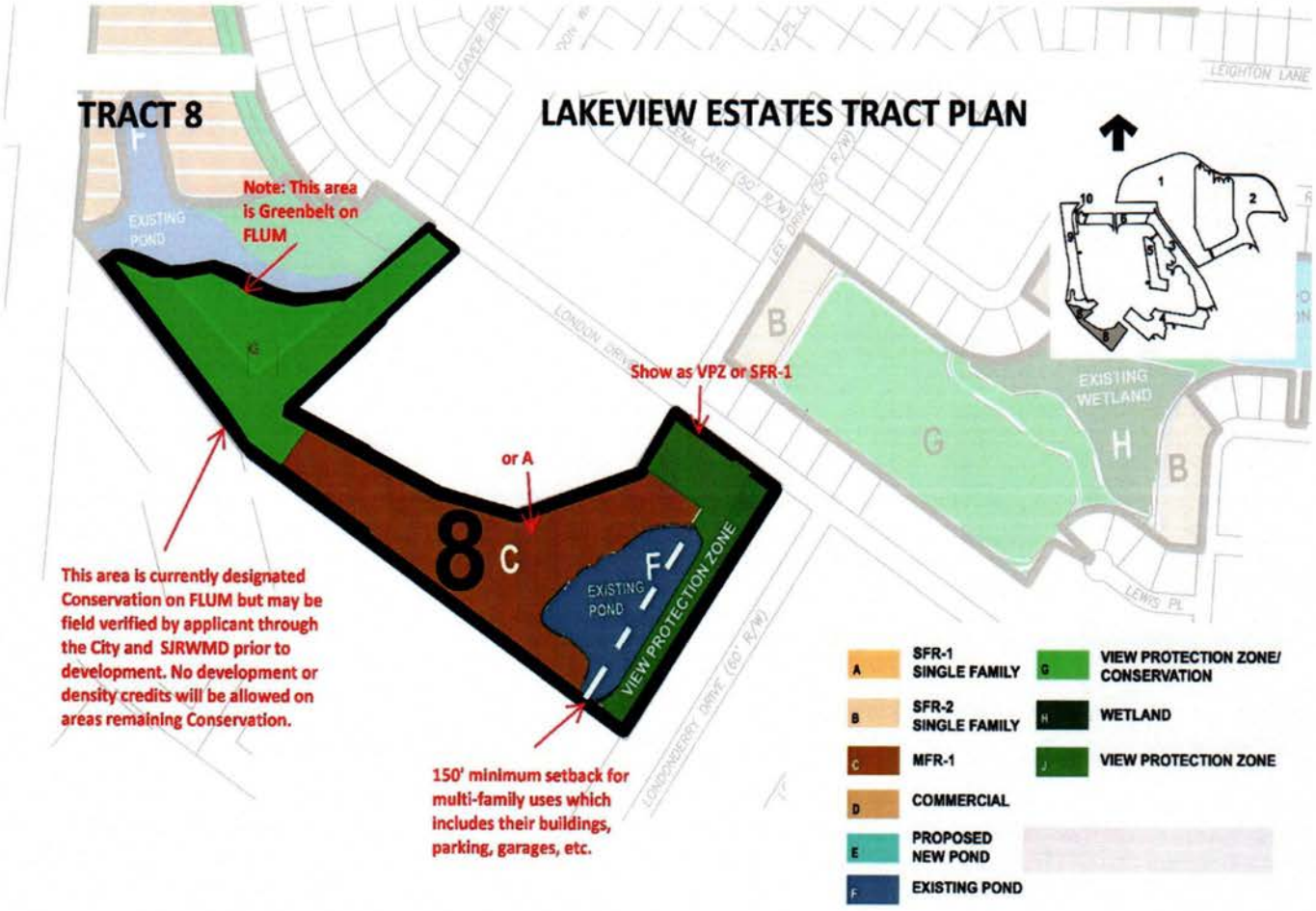
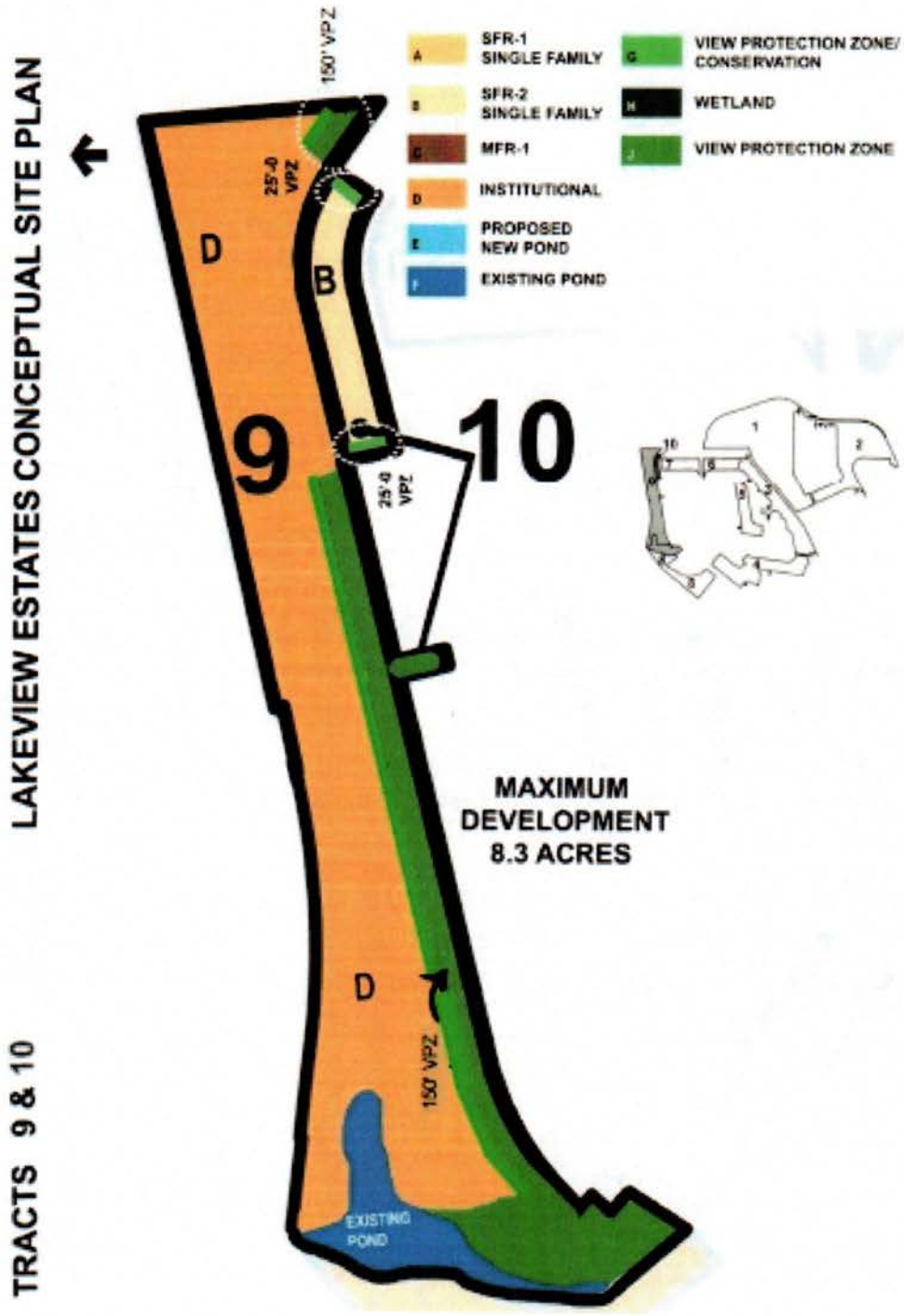

TRACT 8
LAKEVIEW ESTATES TRACT PLAN
Note: This area is Greenbelt on FLUM
EXISTING POND
Show as VPZ or SFR-1
or A
8
C
F
EXISTING POND
VIEW PROTECTION ZONE
This area is currently designated Conservation on FLUM but may be field verified by applicant through the City and SJRWMD prior to development. No development or density credits will be allowed on areas remaining Conservation.
150' minimum setback for multi-family uses which includes their buildings, parking, garages, etc.
LEIGHTON LANE
LEWIS PL
B
G
H
B
EXISTING WETLAND
A SFR-1 SINGLE FAMILY
B SFR-2 SINGLE FAMILY
C MFR-1
D COMMERCIAL
E PROPOSED NEW POND
F EXISTING POND
G VIEW PROTECTION ZONE/ CONSERVATION
H WETLAND
J VIEW PROTECTION ZONE

EXHIBIT "B-8"


LAKEVIEW ESTATES CONCEPTUAL SITE PLAN
TRACTS 9 & 10
150' VPZ
25'-0 VPZ
SFR-1 SINGLE FAMILY
SFR-2 SINGLE FAMILY
MFR-1
INSTITUTIONAL
PROPOSED NEW POND
EXISTING POND
VIEW PROTECTION ZONE/ CONSERVATION
WETLAND
VIEW PROTECTION ZONE
D
B
9
10
25'-0 VPZ
MAXIMUM DEVELOPMENT 8.3 ACRES
D
150' VPZ
EXISTING POND

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026

Agenda Item:
I.4

Department **Division**	COMMUNITY DEVELOPMENT PLANNING	**Amount** **Org/Account #**	
Subject:	ORDINANCE 2026-XX LAKEVIEW ESTATES MPD AMENDMENT - APPLICATION # 5575		
Presenter:	**Michael Hanson, A.I.C.P, Senior Planner**		

Attachments:

1. Power Point
2. Ordinance
3. Lakeview Estates MPD Amendment - (10.8.26 Redline Version)
4. Lakeview Estates MPD Amendment Exhibit B - Conceptual Tract Maps
5. Lakeview Estates MPD Amendment Exhibit C - Tract 9 Allowable Uses
6. Staff Report
7. Business Impact Estimate
8. Map Series
9. Applicant Cover letter, Application, Corporate ID, Owner Authorization, Title
10. Applicant Criteria Analysis, Environmental Report, Proposed Conceptual VPZ Exhibit
11. Public Notice Documentation
12. Recorded Lakeview MPD Ordinance 1-19-2021
13. 2026 Updated Environmental Report for Tract 8
14. Lakeview Estates MPD First Amendment (10.8.26 Clean Version)

Background:

Request: The applicant proposes to amend the existing Lakeview Estates Master Planned Development (MPD) Development Agreement (DA).

Original Background: The subject property was developed as the 18-hole Matanzas Woods Golf Course by ITT and opened in 1985. The golf course permanently closed in 2007. In April 2019, Matanzas GC Palm Coast, LLC purchased the property. The initial City Zoning Map in 1999/2000 showed the subject property having the Flagler County zoning designation of Urban Single-Family Residential (R-1B). Flagler County's Land Development Code (LDC) has the R-1B Zoning District which allowed for single-family residential homes and also recreational areas that are accessory to residential developments. The R-1B zoning district allowed for up to 3 units per acre. In 2004 the City adopted its Comprehensive Plan and designated the subject property as Greenbelt on the Future Land Use Map (FLUM). The Greenbelt designation reduced the overall density on the subject property to 1 unit per acre.

On July 5, 2005, the City Council adopted the initial chapters of our Land Development Code (Ordinance No. 2005-33) which created the Golf Course Community (GCC) Zoning District. The GCC Zoning District allowed

density of one home/per acre and also setup significant standards for the redevelopment of any golf course areas into residential uses. These guidelines, located in section 3.03.04.J of our LDC, were added to minimize adverse impacts to abutting single family residential zoned areas. On October 21, 2008, the City Council adopted Ordinance 2008-23 which implemented the City's first complete Land Development Code and also converted the Golf Course Community (GCC) Zoning District to MPD without a DA.

On January 19, 2021, the City Council approved Ordinance 2021-01 which rezoned the existing MPD to add the existing DA at the applicant's request during public hearing. The previous rezoning application had significant public participation at all facets of the rezoning process from the neighborhood meeting, which drew approximately 250 to 350 residents the two Planning and Land Development Board (PLDRB) meetings drawing approximately 50 to 60 residents and 30 to 35 residents respectively.

Project Description: The property owner using clustering provisions of the LDC, the overall acreage of the project, and a field verified conservation area of ±0.2 acres ended up with residential entitlements of ±272 dwelling units (du). To date, 221 lots have received varying levels of approval (Preliminary and Final plats) between Tracts 1, 2, 4, 7, and 10 resulting in the project retaining 51 residential entitlements. The applicant's requested MPD DA Amendment relies on the potential approval of their requested FLUM amendment and has the effect of reducing the remaining residential entitlements from 51 du to 39 du due to the planned development of ±20 acres of COM-2 uses on Tract 9.

- The applicant is proposing to site the remaining 39 residential entitlements on Tract 3, which would require the approval of the MPD DA amendment and subsequent platting applications by the applicant. The vision that the applicant provided was that these lots would be designed to be ±10,000 square feet or larger to make use of their proposed language for recreational vehicle garages, but at a minimum size lots meeting the Unified Land Development Code (LDC) requirements of the SFR-2 zoning district, which requires 7,500-square-foot lots which are compatible with the existing platted single-family residential lots found on nearby Lee Drive.
- The DA provides language for siting additional stormwater retention ponds in Tracts 3, 6, and 7, which supports the City's recent effort to add additional stormwater retention in the area by vacating Learning Lane and Leaf Lane.
- The applicant is also requesting to amend the allowed use on tract 8 to convey the City a site for a future City park at no cost and not subject to park impact fee credits.
- Additionally, the applicant is requesting to permit ±20 acres of COM-2 uses on a portion of Tract 9 adjacent to US Highway 1.

Public Participation: The applicant hosted a neighborhood meeting as required by Unified Land Development Code (LDC) Section 2.05.02 at 5:30 p.m. Tuesday April 14th, 2026, in the cafeteria of Indian Trails Middle School. The applicant also met the public notice requirements of LDC Section 2.05.03. The neighborhood meeting had approximately 125 attendees. Applicant submitted documentation summarizing the neighborhood meetings that has been attached to the agenda item. Prior to the Planning and Land Development Regulation Board (PLDRB) meeting on May 20, 2026, staff was contacted by several members of the public requesting clarifying information pertaining to public hearing dates or to access to application materials, which staff has provided. The applicant has met their public notice requirements.

Planning and Land Development Regulation Board Meeting: The PLDRB heard the Comprehensive Plan Amendment, application #5576, and its companion MPD Amendment, application #5575, at their May 20, 2026 meeting. During the evening, the PLDRB unanimously approved a motion to delay public comment on the Comprehensive Plan Amendment until after the companion MPD Amendment, application #5575, had been presented to the PLDRB as well. 10 members of the public spoke in opposition to the proposed Comprehensive Plan Amendment and MPD Amendment.

The PLDRB voted five to one in favor of recommending approval of the Comprehensive Plan Amendment subject to the concurrent adoption of staff's draft FLUE Policy 1.1.2.5 serving as a site specific limiting policy capping the intensity and density of the 20-acre portion of Tract 9 of the Lakeview Estate MPD.

The PLDRB voted six to zero in favor of recommending denial of the MPD Amendment subject to criteria analysis of LDC Section 2.05.05A finding the application contrary to public interest based on compelling evidence presented by the public during public comment in addition to analysis of LDC Sections 3.03.04.J1 and 3.03.04.J2.

City Council First Read: City Council heard this item at its September 1st meeting, and it was continued until the September 15th meeting. City Council voted to approve the MPD Amendment with a vote of three to one. Four members of the public spoke at the September 1st meeting, and two members of the public spoke at the September 15th meeting.

Updated Background: The Development Agreement has been updated by the applicant based on Council feedback that they received from the September 1 and September 15 Council meetings. The Development Agreement is in the final form that the applicant would like considered for adoption on this MPD Amendment. Additionally, the Staff Report and Power Point have been updated to reflect the changes. The applicant also provided an updated environmental report focusing on Tract 8 regarding soil testing.

This is a quasi judicial item, please disclose any ex parte communication.

Recommended Action:
THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD RECOMMENDS THAT THE CITY COUNCIL FINDS THE PROPOSED MPD AMENDMENT (APPLICATION NO. 5575) NOT CONSISTENT WITH THE COMPREHENSIVE PLAN AND DENY THE APPLICATION.

City Council
Public Hearing

Lakeview Estates
FLUM and MPD Amendment
AR # 5575 & 5576

Revised 10/8/2026

Lakeview Estates
Future Land Use Map Amendment
Analysis and Recommendation
AR # 5576

Future Land Use Map Amendment

Findings Summary

- Public facilities are available to accommodate the impact of the FLUM amendment,
- Environmental standards for development will need to be met,
- Requested FLUM designation is consistent with the surrounding land use and development pattern,
- Requested FLUM is appropriate on US -1,
- The FLUM amendment is consistent with various policies of the Comprehensive Plan

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Future Land Use Map Amendment

Recommendation

The Planning and Land Development Regulation Board recommends that City Council find Application #5576 consistent with the Comprehensive Plan and approve the FLUM amendment from Greenbelt to Mixed Use, subject to the concurrent adoption of FLUE Policy 1.1.2.5 limiting the site's developmental potential.

Lakeview Estates
Master Planned Development Amendment
Analysis & Recommendation
AR # 5575

Updated for 9.15 Council Meeting

Proposed Conceptual Map Changes 9-1 to 9-15

MPD Amendment

Tract Map Comparison





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MPD Amendment

Project Amendments

The property owner, using clustering provisions of the LDC, the overall acreage of the project, and a field verified conservation area of ±0.2 acres ended up with residential entitlements of ±272 dwelling units (du). To date, 221 lots have received varying levels of approval (Preliminary and Final plats) between Tracts 1, 2, 4, 7, and 10 resulting in the project retaining 51 residential entitlements. The applicant's requested MPD DA Amendment relies on the potential approval of their requested FLUM amendment and has the effect of reducing the remaining residential entitlements from 51 du to 39 du due to the planned development of ±20 acres of COM-2 uses on Tract 9.

- The applicant is proposing to site the remaining 39 residential entitlements on Tract 3, these lots will likely be designed to be ±10,000 square feet or larger to make use of their proposed language for recreational vehicle garages, but at a minimum size lots meeting the Unified Land Development Code (LDC) requirements of the SFR-2 zoning district, which requires 7,500-square-foot lots which are compatible with the existing platted single-family residential lots found on nearby Lee Drive.
- The DA provides language for siting additional stormwater retention ponds in Tracts 3, 6, and 7, which supports the City's recent effort to add additional stormwater retention in the area by vacating Learning Lane and Leaf Lane.
- The applicant is also requesting to amend the allowed use on tract 8 to convey the City a site for a future City park at no cost and not subject to park impact fee credits.

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Updated for 9.15 Council Meeting

MPD Amendment

MPD DA Changes

9-1 to 9-15 versions

Following the City Council Meeting on 9/1/2026 the applicant has modified the proposed MPD Development Agreement Amendment and associated exhibits.

1. City Community Park: The applicant has added language to ensure the owner shall demonstrate that arsenic levels on Tract 8 are under limits for human occupation as regulated by Federal, State, and Local regulations prior to conveyance of the Tract to the City.
2. Project Description: Now includes a line providing the to date utilization of the residential entitlements (221) and remaining balance (39, assuming the FLUM amendment is approved).
3. Tract utilization table for Tract 9 is also updated to limit commercial uses to a cap of 250,000 square feet (SF) of development, and provides a new exhibit (Exhibit “C” to the MPD which provides clarification on the COM-2 uses the applicant is seeking.
4. Text for Tract 3 has been reworded to clarify that potential development on Tract 3 shall maintain a minimum 50-foot View Protection Zone (VPZ), and ensures that the VPZ may not be cleared during development of the tract.

Changes continue on next slide.

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Updated for 9.15 Council Meeting

MPD Amendment

MPD DA Changes

9-1 to 9-15 versions

5. Text for Tract 9 has been reworded to reference the intensity cap of 250,000 SF. Additionally, language has been provided to allow for potential waiver reductions to the landscaping buffers adjacent to US-1 and parking requirements. Such waivers are worded to follow existing LDC requirements for landscape betterment plans (approved by PLDRB), or parking flexibility studies based on Institute of Traffic Engineers' Parking Manual (administratively approved by the LUA in the LDC). These potential waivers are designed to ensure that the 100' VPZ on Tract 9 is maintained.
6. Section 4 – 13 added.

   "Prior to filing any application for development of Tract 3 or Tract 9, the Owner shall either (1) place a conservation easement over portions of the Subject Property prohibited from being developed ("Undeveloped Property") with the terms of such easement in a form acceptable to the City's LUA or (2) convey the Undeveloped Property pursuant to a mutually agreeable purchase and sale agreement approved by the LUA."

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Updated for 10.20 Council Meeting

MPD Amendment

MPD DA Changes 10-20 version

1. Section 4 – 13 amended.
   "Prior to filing any application for development of Tract 3 or Tract 9, the Owner shall either (1) place a conservation easement over portions of the Subject Property prohibited from being developed ("Undeveloped Property") with the terms of such easement in a form acceptable to the City's LUA or (2) convey the Undeveloped Property pursuant to a mutually agreeable purchase and sale agreement approved by the LUA." →
   "Prior to filing any application for development of Tract 3 or Tract 9, the Owner shall convey the Undeveloped Property pursuant to a mutually agreeable purchase and sale agreement approved by the LUA."

Changes continue on next slide.

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Updated for 10.20 Council Meeting

MPD Amendment

MPD DA Changes 10-20 version

2. Section 4 – 14 added.

"Existing vegetative screening in all View Protection Zones (VPZ) shall be maintained in perpetuity with no land clearing activities, except for those deemed necessary by the City for emergency services. Any other clearing activities within the VPZ is prohibited. In the event of any non-exempted clearing activities occurs, the property owner shall be required to replant the VPZ with a like for like replacement based on the diameter inches of trees cleared, with minimum replanting of trees of at least six (6) inches in diameter at breast height (dbh). The Land Use Administrator shall have approval of replacement species and spacing. Any tree replacement within a VPZ shall be made using native drought tolerant species. Further, tree removal or land clearing activities within the VPZ that are not exempted per this subsection shall be subject Code Enforcement action as prescribed in the City's Code of Ordinances, including administrative fines and liens as outlined in Section 2-211 of the Code of Ordinances, with fines accruing at a rate of $1,000 per day for first violation, and $5,000 per day for subsequent violations, until such violations are resolved."

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MPD Amendment

View Protection Zones – LDC Sec. 3.03.04(J)

The term and utilization of VPZ was established within the Lakeview Estates MPD DA that was adopted in 2021 to be consistent with the Land Development Code regulations related to development in former GCC Districts.

Section 3.03.04(J) of the LDC provides the following redevelopment criteria:

J. *Existing golf course communities. Existing golf courses communities located within the former Golf Course Communities (GCC) District seeking to add residential units must comply with the standards established for the Master Planned Development (MPD) District. In addition, the development shall utilize the following guidelines in order to minimize adverse impacts on any abutting single-family residentially zoned areas.*

1. *Existing direct golf course views from the rear yards of all existing, platted lots located within any residentially zoned districts directly abutting the site shall be maintained. Peripheral (i.e. side) views from these existing rear yards may be impacted by new development and new development may be visible from existing development.*

2. *Existing golf course views from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical.*

3. *Multifamily uses shall be surrounded by fairways, clubhouse, and/or other golf course facilities to buffer single-family areas within the same development. The multifamily uses shall not be located within 150 feet from any existing, platted lots located within a residentially zoned area.*

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

A. *The proposed development must not be in conflict with or contrary to the public interest;*
B. *The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;*
C. *The proposed development must not impose a significant financial liability or hardship for the City;*
D. *The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;*
E. *The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.*

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A. The proposed development must not be in conflict with or contrary to the public interest;

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

- The proposed MPD amendment ultimately would reduce the remaining residential entitlements from 51 to 39 remaining du on the subject property as ±20 acres would be slotted for commercial development adjacent to US Highway 1.
- The conveyance of Tract 8 as a City park site without requiring the City to buy the land or for park impact fee credits is a benefit to the neighborhood.
- The proposed residential uses on Tract 3 adjacent to Lakeview Boulevard are likely the most significant impact to the surrounding neighborhood; however, the minimum sizes of the proposed residences would match the existing residential neighborhood's zoning of SFR-2.
- The applicant's request to be able to site recreational vehicle garages as an accessory use on any residential lot 10,000 or more square feet has the potential to reduce the need of residents with recreational vehicles or boats from having to utilize private off-site storage options.
- The neighborhood meeting did have ±125 individuals attend, so there is clearly a vested interest by the public in the proposed MPD DA amendment; however, due to the nature of the neighborhood meeting and its technical limitations, it is difficult to gauge consensus on the public's interest.

Palm Coast

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

The request is consistent with the Comprehensive Plan. However, its staff's opinion that the applicant's request is not totally consistent with the following sections of the Unified Land Development Code (LDC):

- ***Section 3.03.04.J.1.*** *Existing direct golf course views from the rear yards of all existing, platted lots located within any residentially zoned districts directly abutting the site shall be maintained. Peripheral (i.e. side) views from these existing rear yards may be impacted by new development and new development may be visible from existing development.*
- ***Section 3.03.04.J.2.*** *Existing golf course views from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical.*

Palm Coast

C. The proposed development must not impose a significant financial liability or hardship for the City;

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

- Potable water and sewer services are available to serve the project.
- Through the development review process, further analysis of the development impact on public infrastructure will be completed.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

- The project already has approved residential entitlements to support a total of 272 du on the site. The proposed MPD Amendment reduces the overall density of the project area by reducing the residential entitlements 260 units. At this time 221 residential entitlements have been used. Additionally, it provides land for a public park site, and language to require emergency access to US Highway 1.
- At this time the proposed amendment does not create by itself an unreasonable hazard; however, during the platting process, City review staff shall evaluate the proposed project to ensure compliance with all applicable code requirements.

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E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

- The subject property will be required to comply with the MPD Development Agreement, City's Land Development Code (LDC), Comprehensive Plan, and the requirements of all other applicable local, state and federal agencies throughout the development process.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

A. Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.

D. Compatibility within the development and relationship with surrounding neighborhoods.

E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.

F. The feasibility and compatibility of development phases to stand as independent developments.

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MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis (continued)

G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.

H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master Planned Development District classification.

I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.

J. Impact upon the environment or natural resources.

K. Impact on the economy of any affected area.

A. Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The proposed application remains consistent with and will further the goals and objectives of the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The development standards in the MPD remain generally consistent with the standards established by the LDC.

C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The proposed changes will not cause the MPD Agreement to further depart from customary standards in the LDC.

D. Compatibility within the development and relationship with surrounding neighborhoods.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The proposed uses are similar to existing developments. The neighborhood of the Matanzas Woods area includes SFR-1, SFR-2, SFR-3 and MFR-1 zoning districts. The proposed development is compatible with those zoning districts. In addition, a neighborhood park is compatible with the residential uses found in the area. The height limitation on tract 9 and enhanced vegetative buffers within the VPZ areas help to ensure compatibility with the existing neighborhood. Furthermore, staff's VPZ recommendation helps to ensure compatibility with adjacent existing properties.

E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- As required by the LDC, future development applications will be analyzed in further detail to determine if there is adequate public infrastructure capacity to serve the development. Other public service needs will also be reviewed in more detail as the development review progresses. For example, future applications for development will require further environmental analysis, utility agreements, coordination with Flagler Schools, etc. before approval. The subject project will be required to pay applicable impact fees to accommodate its impact on the public infrastructure and services.

F. The feasibility and compatibility of development phases to stand as independent developments.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The developer has not shown any specific phasing of the project. However, various tracts within the MPD are situated where they can adequately be developed independently through the platting process.

G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The applicant previously submitted a Transportation Impact Study when the application was heard in 2021 that demonstrated that all roadways within the study area with the project's traffic included will operate at the City's adopted level of service. This amendment reduces the overall density of the MPD and the applicant has requested a site-specific limiting policy to cap the amount of traffic on Tract 9 to what is currently allowed. The applicant did not provide an updated Transportation Impact Analysis (TIA) with this application after making a request to City Administration, so staff is unable to evaluate the proposed distribution on US Highway 1 for the ±20-acre commercial site. An updated TIA shall be required during the Technical Site Plan stage of Tract 9's commercial development for further review.

H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master Planned Development District classification.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The MPD DA amendment reduces residential density, provides additional stormwater, a City park site without cost to the City, and commercial uses along US Highway 1's expanding commercial corridor which could ultimately reduce trip ends to other areas of the City when developed. This project is consistent with the requirements of an MPD to provide a public benefit.

I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The request adds more commercially designated land to the City and results in a minor reduction of density of the MPD. The proposed uses are similar to the existing residential neighborhood and do not request a reduction in lot sizes from the existing adjacent neighborhood. The proposed height limitation helps ensure compatibility with the existing residential land uses, and although the VPZ areas are reduced in width from the approved MPD DA, the language for enhanced vegetative screening helps buffer existing land uses from those within the MPD.

J. Impact upon the environment or natural resources.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The landowners will be required to submit all applicable environmental reports or studies as required by the LDC during subsequent development. These studies will include environmental resource assessments, cultural resources, soil and groundwater analyses, stormwater calculations, floodplain analysis, and threatened and endangered species studies as applicable during the site plan or platting process for any new project within the MPD.

K. Impact on the economy of any affected area.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The residents that will inhabit these new homes will have a positive impact on State and local income including permit and impact fees, taxes, and other sources. The project will also provide a significant number of constructions jobs, which should have a positive direct and indirect impact on the local economy. Further the applicant's analysis of the commercial development at Tract 9 estimates that ±250,000 gross square feet could be developed which will enhance the City's nonresidential tax base.

MPD Amendment

Findings Summary

- Public facilities are available to accommodate the impact of the MPD amendment,
- The requested MPD amendment meets the developmental criteria of LDC Sections 2.05.05 and 2.09.04,
- The requested MPD amendment is generally consistent with the Comprehensive Plan and Unified Land Development Code.

MPD Amendment
PLDRB

- The Planning and Land Development Regulation Board (PLDRB) heard the Comprehensive Plan Amendment, application #5576, and its companion MPD Amendment, application #5575, at their May 20, 2026 meeting.

- During the evening, the PLDRB unanimously approved a motion to delay public comment on the Comprehensive Plan Amendment until after the companion MPD Amendment, application #5575, had been presented to the PLDRB as well. 10 members of the public spoke in opposition to the proposed Comprehensive Plan Amendment and MPD Amendment.

- The PLDRB voted five to one in favor of recommending approval of the Comprehensive Plan Amendment subject to the concurrent adoption of staff's draft FLUE Policy 1.1.2.5 serving as a site specific limiting policy capping the intensity and density of the 20-acre portion of Tract 9 of the Lakeview Estate MPD.

- The PLDRB voted six to zero in favor of recommending denial of the MPD Amendment subject to criteria analysis of LDC Section 2.05.05A finding the application contrary to public interest based on compelling evidence presented by the public during public comment in addition to analysis of LDC Sections 3.03.04.J1 and 3.03.04.J2.

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MPD Amendment Recommendation

The Planning and Land Development Regulation Board recommends that the City Council finds the proposed MPD Amendment (Application No. 5575) not consistent with the Comprehensive Plan and deny the application.

Next Steps

- The developer will be required to submit for a Technical Site Plan application prior to developing Tract 9 and will need to plat Tract 3.
- Depending on the gross square footage of development on Tract 9, it may be required to come back to either the PLDRB or City Council.

Staff is available for any questions and the applicant's team is in attendance.

Thank you.

ORDINANCE 2026-____
FIRST AMENDMENT TO THE LAKEVIEW ESTATES MASTER PLAN DEVELOPMENT AGREEMENTAPPLICATION 5575

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE LAKEVIEW ESTATES MASTER PLAN DEVELOPMENT AGREEMENT, AS ESTABLISHED IN SECTION 2.09 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE, FOR ±280.6 ACRES OF CERTAIN REAL PROPERTY PREVIOUSLY KNOWN AS THE MATANZAS GOLF COURSE AND DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBERS 07-11-31-7037-0RP0A-0002, 07-11-31-7037-0RP0A-0011, AND 07-11-31-7037-0RP0A-0140, GENERALLY LOCATED BETWEEN 0.5 TO 1.25 MILES NORTH OF MATANZAS WOODS PARKWAY, WEST OF INTERSTATE 95, AND EAST OF US HIGHWAY 1, AND BEING MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT A; MODIFYING PERMITTED USES ON TRACTS: 3, 6, 7, 8, AND 9; CONDITIONALLY PERMITTING RECREATIONAL VEHICLE GARAGES FOR ALL TRACTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR SEVERABILITY, CONFLICTS; AND AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast ("City"), as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, MATANZAS GC PALM COAST LLC, a Florida limited liability company ("Owner") is the Owner of the property further described in "Attachment A" and have entered into the Development Agreement as recorded in Official Records Book 2530, Pages 1215 through 1265 of the public records of Flagler County, Florida ("Development Agreement"); and

WHEREAS, the Owner has requested to amend the Development Agreement in order to modify permitted uses and provide for some revised developmental standards Lakeview Estates MPD; and

WHEREAS, the notice and public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code (Ordinance No. 2008-23) have been satisfied; and

WHEREAS, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and

supporting data and analysis, and has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB) at its regularly scheduled meeting conducted on May 20, 2026, and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan, and that sufficient, competent and substantial evidence supports the proposed amendment set forth hereunder; and

WHEREAS, the City Council of the City of Palm Coast hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast, Florida.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. MPD AMENDMENT. The Palm Coast City Council, pursuant to the Land Development Code of the City of Palm Coast hereby enacts this Ordinance amending the Development Agreement, attached hereto as "Attachment B", for the property generally located between 0.5 to 1.25 miles north of Matanzas Woods Parkway, west of Interstate 95, and east of US Highway 1 legally described in "Attachment A" attached hereto.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

SECTION 4. CONFLICTS. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on the first reading after due public notice and hearing this 15th day of September 2026.

ADOPTED on the second reading after due public notice and hearing this 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____
KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____
MARCUS DUFFY, CITY ATTORNEY

Attachments:
Exhibit “A” Legal Description
Exhibit “B” Amended MPD Development Agreement

EXHIBIT “A”

LEGAL DESCRIPTION

MATANZAS WOODS GOLF COURSE:

Reserved Parcel "A", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northeast corner of Block 165 of said Plat of Lakeview; thence North 89°30'56" East 21.68 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 349.56 feet, a radius of 800.00 feet, a central angle of 25°02'07" and a chord bearing South 26°22'21" East, 346.78 feet to a point of tangency; thence South 38°53'25" East 2087.61 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 266.63 feet, a radius of 1120.00 feet, a central angle of 13°38'23" and a chord bearing South 32°04'13" East, 265.99 feet to a point of tangency; thence South 25°15'02" East 772.55 feet to a point of cusp; thence northwesterly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 66°04'26" West 196.12 feet to a point; thence South 16°53'50" East 110.00 feet to a point on a curve; thence westerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing South 64°44'57" West 11.62 feet to a point; thence North 33°36'15" West 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 15°34'21" West 196.12 feet to a point of tangency; thence South 25°15'02" East 100.25 feet to a point on a curve; thence southwesterly along a curve to the left having an arc length of 217.30 feet, a radius of 280.98 feet, a central angle of 44°18'38" and a chord bearing South 42°35'39" West 211.92 feet to a point of tangency; thence South 08°35'49" West 179.39 feet; thence North 81°24'11" West 913.66 feet; thence South 08°35'49" West 125.00 feet; thence North 81°24'11" West 40.00 feet; thence North 08°35'49" East 125.00 feet; thence North 81°24'11" West 125.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 180.00 feet, a radius of 225.00 feet, a central angle of 45°50'12" and a chord bearing South 75°40'43" West,175.24 feet to a point; thence South 37°14'23" East, 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 77.08 feet, a radius of 100.00 feet, a central angle of 44°09'48" and a chord bearing South 30°40'43" West 75.19 feet to a point of tangency; thence South 08°35'49" West, 237.34 feet; thence North 81°24'11" West 87.50 feet; thence North 51°24'11" West 130.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 87°46'25" West,196.12 feet to a point; thence South 43°02'58" East 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'26" and a chord bearing South 38°35'49" West 11.62 feet to a point; thence North 59°45'24" West 110.00 feet; thence South 38°35"49" West 128.21 feet; thence North 51°24'11" West 1018.03 feet; thence North 38°35'49" East 380.00 feet; thence South 51°24'11" East 500.00 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00, a central angle of 90°00'00" and a chord bearing North 83°35'49" East, 318.20 feet to a point; thence North 51°24'11" West 125.00 feet; thence North 38°35"49" East 230.92 feet; thence South 51°24'11" East 100.00 feet; thence South 81°24'11" East 993.30 feet to a point of

curvature; thence northeasterly along a curve to the left having an arc length of 431.48 feet, a radius of 225.00 feet, a central angle of 109°52'35" and a chord bearing North 43°39'32" East, 368.34 feet to a point of tangency; thence North 11°16'46" West 478.51 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 245.29 feet, a radius of 225.00 feet, a central angle of 62°27'41" and a chord bearing North 42°30'36" West, 233.32 feet to a point; thence North 08°35'49" East 77.01 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing North 36°24'11" West 318.20 feet to a point; thence westerly along a curve to the left having an arc length of 446.47 feet, a radius of 150.00 feet, a central angle of 170°32'16" and a chord bearing North 76°40'19" West 298.98 feet to a point of tangency; thence South 08°35'49" West 149.66 feet; thence North 81°24'11" West 50.00 feet; thence North 08°35'49" East 125.00 feet; thence North 78°43'26" West 153.29 feet; thence North 09°33'43" West 148.11 feet; thence South 69°50'14" East 67.79 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 146.25 feet, a radius of 150.00 feet, a central angle of 55°51'48" and a chord bearing North 87°23'42" East,140.53 feet to a point; thence North 30°32'12" West 110.00 feet to a point on a curve; thence northeasterly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 51°06'35" East 11.62 feet to a point; thence South 47°14'37" East 110.00 feet to a point on a curve; thence northerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'48" and a chord bearing North 01°55'59" East 196.12 feet to a point of tangency; thence North 38°53'25" West 326.21 feet; thence North 80°07'23" West 122.65 feet; thence North 09°33'42" West 80.00 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 166.36 feet, a radius of 325.00 feet, a central angle of 29°19'42" and a chord bearing North 24°13'34" West,164.55 feet to a point of tangency; thence North 38°53'25" West 200.00 feet; thence South 51°06'35" West 125.00 feet; thence North 38°53'25" West 20.00 feet; thence North 51°06'35" East 125.00 feet; thence North 38°53'25" West 178.81 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 292.66 feet, a radius of 325.00 feet, a central angle of 51°35'39" and a chord bearing North 64°41'14" West, 282.87 feet to a point of tangency; thence South 89°30'56" West 678.94 feet to a point of curvature; thence southwesterly along a curve to the left having an arc length of 389.08 feet, a radius of 225.00 feet, a central angle of 99°04'39" and a chord bearing South 39°58'37" West, 342.38 feet to a point of cusp; thence North 09°33'43" West 137.22 feet; thence North 00°29'04" West 425.00 feet; thence North 89°30'56" East 1200.00 feet; thence North 00°29'04" West 125.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "C", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northwest corner of said Reserved Parcel "C"; thence North 89°26'28" East 630.08 feet; thence South 38°43'02" West 202.91 feet; thence South 51°40'07" East 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 250.77 feet, a radius of 300.00 feet; a central angle of 47°53'36" and a chord bearing South 14°23'05" West 243.53 feet to a point of tangency; thence South

09°33'43" East 403.87 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 520.00 feet, thence North 80°26'17" East 125.00 feet; thence South 09°33'43" East 40.00 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 980.61 feet to a point of curvature; thence southerly along a curve to the left having an arc length of 441.04 feet, a radius of 725.00 feet, a central angle of 34°51'17" and a chord bearing South 26°59'21" East, 434.27 feet to a point; thence North 45°35'00" East 55.00 feet; thence South 44°25'00" East 67.22 feet; thence North 39°51'14" East 73.36 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 13.16 feet, a radius of 600.00 feet; a central angle of 01°15'25" and a chord bearing South 50°46'29" East 13.16 feet to a point of tangency; thence South 51°24'11" East 170.76 feet; thence South 54°59'31" West 770.58 feet; thence North 35°00'29" West 649.53 feet to a point on the east right of way line of U.S. Highway No.1; thence northerly along said right of way line of the following six courses; run North 09°59'31" East 128.08 feet; thence South 89°43'01" West 5.08 feet; thence North 09°59'31" East 253.32 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 655.06 feet, a radius of 2030.05 feet, a central angle of 18°29'18" and a chord bearing North 00°44'52" East, 652.23 feet to a point of tangency; thence North 08°29'47" West 179.58 feet; thence South 81°30'12" West 20.00 feet; thence North 08°29'47" West 1583.88 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "D" Lake View - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most northerly corner of said Reserved Parcel "D"; thence South 38'53'28" East 93.32 feet; thence North 89°30'56" East 936.80 feet; thence South 00°29'04" East 432.94 feet; thence South 09°33'42" East 57.28 feet to a cusp point; thence northwesterly along a curve to the left having an arc length of 317.78 feet, a radius of 225.00 feet; a central angle of 80°55'21" and a chord bearing North 50°01'23" West 292.02 feet to a point of tangency; thence South 89°30'56" West 846.10 feet; thence North 09°33'43" West 149.00 feet to a point of curvature; thence northerly along a curve to the right having an arc length of 254.23 feet, a radius of 240.00 feet, a central angle of 60°41'38" and a chord bearing North 20°47'06" East, 242.51 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most southerly corner at said Reserved Parcel "E"; thence North 64°44'58" East 526.36 feet; thence North 25°15'02" West 335.20 feet; thence South 64°44'58" West 125.00 feet; thence North 25°15'02" West 620.00 feet to a point of curvature; thence northwesterly along a curve to the right having an arc length of 60.46 feet, a radius of 425.00 feet, a central angle of 08°09'02" and a chord bearing North 21°10'31" West, 60.41 feet to the southeasterly corner of a parcel described in Official Records Book 492, pages 936-939; thence northerly along the boundary of said parcel described in Official Records Book 492, pages 936-939 for the following five courses; thence South 72°54'00"

West 10.00 feet; thence North 53°38'13" West 20.65 feet; thence South 05°01'26" West 11.50 feet; thence North 10°42'21" West 31.82 feet; thence North 01°05'36" East 53.63 feet; thence North 85°41'45" East 24.67 feet to the boundary of above said Reserved Parcel "2", being a point on a curve; thence northerly along a curve to the right having an arc length of 28.33 feet, a radius of 425.00 feet; a central angle of 03°49'11" and a chord bearing North 02°23'39" West 28.33 feet to a point of tangency; thence North 00°29'04" West 1536.30 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point; thence South 85°19'06" East 128.73 feet; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 202.47 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 1003.67 feet; thence South 25°15'02" East 260.04 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 19°44'58" West, 318.20 feet to a point of tangency; thence South 64°44'58" West 800.00 feet; thence South 25°15'02" East 300.00 feet; thence North 64°44'58" East 910.00 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'11" and a chord bearing North 85°37'33" East, 302.90 feet to a point; thence South 16°30'09" West 125.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 34.00 feet, a radius of 300.00 feet, a central angle of 06°29'36" and a chord bearing South 70°15'03" East 33.98 feet to a point; thence North 22°59'45" East 125.00 feet

to a point on a curve; thence southeasterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'13" and a chord bearing South 46°07'39" East 302.91 feet to a point of cusp; thence North 25°15'02" West 822.28 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 561.16 feet, a radius of 275.00 feet, a central angle of 116°54'59" and a chord bearing North 33°12'28" East, 468.74 feet to a point of tangency; thence South 88°20'03" East 756.56 feet; thence South 07°23'44" West 126.38 feet to a point of on a curve; thence easterly along a curve to the right having an arc length of 150.15 feet, a radius of 150.00 feet, a central angle of 57°21'14" and a chord bearing South 53°55'39" East 143.96 feet to a point of tangency; thence South 25°15'02" East 40.00 feet; thence North 64°44'58" East 125.00 feet to the easterly line of Belle Terre Waterway; thence North 25°15'02" West along said easterly line of Belle Terre Waterway for a distance of 862.29 feet to a point of curvature; thence depart said boundary line of said Reserved Parcel "2" and run westerly along the southerly line of Jefferson Davis Waterway for the following four courses: run westerly along a curve to the left having an arc length of 921.97 feet, a radius of 825.00 feet, a central angle of 64°01'49" and a chord bearing North 57°15'57" West, 874.74 feet to a point of tangency; thence North 89°16'51" West 858.76 feet to a point of curvature; thence westerly along a curve to the right having an arc length of 411.10 feet, a radius of 675.00 feet, a central angle of 34°53'44" and a chord bearing North 71°49'59" West, 404.78 feet to a point of tangency; thence North 54°23'07" West 585.58 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 177.30 feet, a radius of 825.00 feet, a central angle of 12°18'47" and a chord bearing North 60°32'31" West,176.96 feet to a point on the westerly boundary of said Reserved Parcel "2"; thence southerly and westerly along said westerly boundary of said Reserved Parcel "E" for the following seven courses: South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southeasterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 331.52 feet, a radius of 720.00 feet, a central angle of 26°22'53" and a chord bearing South 25°41 '59" East 328.59 feet to a point of tangency; thence South 38°53'25" East 1801.29 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Part of Government Sections 21 and 22, Township 10 South, Range 30 East, Flagler County, Florida being that part of PARCEL NO. 2 of the property described in Official Records Book 142, pages 278-279, lying south of Jefferson Davis Waterway and being more particularly described as follows:
From a POINT OF REFERENCE being a point on the easterly boundary line of the above described PARCEL NO. 2, said point being the northwest corner of Reserved Parcel "2" as shown on the recorded plat of Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida; thence South 29°30'56" West along the easterly boundary of said PARCEL NO. 2 being also along the westerly boundary of said Reserved Parcel "E" for a distance of 390.35 feet to the POINT OF BEGINNING; thence continue along the easterly and southerly boundary of said PARCEL NO. 2 being also along the westerly and northerly boundary of said Reserved

Parcel "E" for the following seven courses: run South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southwesterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence northerly along a curve to the right having an arc length of 151.10 feet, a radius of 720.00 feet, a central angle of 12°01'28" and a chord bearing North 06°29'48" West 150.83 feet to a point; thence South 89°30'56" West 1280.00 feet to the northwest corner of Block 164 of said plat of Lakeview; thence North 12°53'48" East along the southerly line of said Jefferson Waterway for a distance of 297.66 feet to a point on a curve; thence northeasterly along a curve to the right having an arc length of 913.19 feet, a radius of 825.00 feet, a central angle of 63°25'15" and a chord bearing North 39°41'03" East 867.28 feet to a point of tangency; thence North 71°23'41" East 1251.37 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 603.42 feet, a radius of 825.00 feet; a central angle of 41°54'25" and a chord bearing South 87°39'07" East, 590.05 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

All of that land vacated in the Subdivision Plat Of Lakeview - Section 37 Palm Coast Map Book 13 Pages 1 through 29, per Resolution 95-56 as recorded in Official Records Book 538 at Pages 1611 through 1613, Public Records of Flagler County, Florida, being described as follows:
BEGINNING at the southwesterly corner of Lot 22, Block 143 of the aforesaid Lakeview - Section 37; thence North 80°26'17" East a distance of 49.47 feet to a point of curvature of a curve to the right; thence northeasterly along said curve having a radius of 300.00 feet, a central angle of 14°34'59" an arc of 76.36 feet and a chord bearing North 87°43'47" East, 76.15 feet to a point on a non-tangent line; thence North 09°33'43" West, a distance of 1273.40 feet; thence North 80°26'17" East a distance of 124.48 feet; thence South 47°01'13" East a distance of 97.49 feet to a point on a non-tangent curve; thence northeasterly along a curve to the right having a radius of 150.00 feet; a central angle of 08°07'48", an arc length of 21.28 feet and a chord bearing North 47°02'41" East, 21.27 feet to a point of tangency; thence North 51°06'35" East a distance of 100.00 feet; thence South 38°53'25" East a distance of 50.00 feet; thence South 51°06'35" West a distance of 100.00 feet to a point of curvature; thence southwesterly along a curve to the left having a radius of 100.00 feet, central angle of 05°43'46, an arc length of 10.00 feet and a chord bearing South 48°14'42" West,10.00 feet to a point on a non-tangent line; thence South 50°07'21" East a distance of 153.93 feet; thence South 51°06'35" West a distance of 20.25 feet; thence South 09°33'43" East a distance of 936.00 feet; thence South 35°36'55" East a distance of 82.42 feet; thence South 81°24'11" East a distance of 240.00 feet; thence South 08°35'49" West a distance of 125.00 feet; thence South 81°24'11" East a distance of 27.55 feet to a point on a non-tangent curve; thence southwesterly along curve to the left having a radius of 40.00 feet, a central angle of 77°21'52", an arc of 54.01 feet and a chord bearing South 08°35'49" West 50.00 feet to a point on a non-tangent line; thence North 81°24'11" West a distance of 4.59 feet; thence South 08°35'49" West a distance of 125.00 feet; thence North 81°24'11" West a distance of 480.00 feet; thence South 84°38'20" West a distance of 69.97 feet; thence North 03°00'11" West a distance of 144.02 feet to a point on a non-tangent curve; thence southwesterly along

a curve to the left having a radius of 250.00 feet, a central angle of 13°34'27", an arc of 59.23 feet and a chord bearing South 87°13'31" West, 59.09 feet to a point of tangency; thence South 80°26'17" West a distance of 51.03 feet to a point on a non-tangent curve; thence northwesterly along a curve to the left having a radius of 200.00 feet, a central angle of 07°10'51" an arc of 25.07 feet and a chord bearing North 05°58'17" West 25.05 feet to a point of tangency; thence North 09°33'43" West a distance of 25.00 feet to the POINT OF Beginning, the above described parcel of land is situated in Section 22, Township 10 South, Range 30 East, Flagler County, Florida.

ALSO INCLUDING:

Part of Reserved Parcel "R-1", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most easterly corner of said Reserved Parcel "R-1"; thence South 38°35'49" West along the southeasterly line of said Reserved Parcel "R-1" for a distance of 767.47 feet; thence North 51°24'11" West 1300.81 feet to the most westerly corner of said Reserved Parcel "R-1"; thence North 54°59'31" East,148.96 feet; thence South 59°22'19" East 485.17 feet; thence South 73°43'22" East 217.49 feet; thence North 77°17'42" East 363.21 feet; thence North 38°35'49" East 191.24 feet; thence South 51°24'11" East 350.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E" according to the Subdivision Plat Lakeview Section 37, Palm Coast, recorded in Map Book 13, Pages 1 Through 29, of the Public Records of Flagler County, Florida, being more particularly described as follows:
A POINT OF REFERENCE being the northeast corner of Lot 1, Block 75; thence North 25°15'02" West along the west line of Belle Terre Waterway a distance of 862.29 feet to THE POINT OF BEGINNING; thence departing Belle Terre Waterway (as platted) 921.97 feet along the arc of a curve to the left (concave southerly) have a central angle of 64°01'49", a radius of 825.00 feet, a chord bearing of North 57°15'57" West and a chord distance of 874.74 feet to a point of tangency, thence North 89°16'51" West a distance of 858.76 feet to a point of curvature; thence 411.10 feet along the arc of a curve to the right (concave northerly) having a central angle of 34°53'44", a radius of 675.00 feet, a chord Bearing of North 71°49'59" West and a chord distance of 404.78 feet to the end of said curve being a point on the boundary of Jefferson Davis Waterway as recorded in Official Records Book 549, Pages 966 through 990, of the Public Records of Flagler County, Florida; thence North 35°36'53" East along said waterway a distance of 30.00 feet to a point on a non-tangent curve; thence easterly 392.83 feet along the arc of a curve to the left (concave northerly)having a central angle of 34°53'44", a radius of 645.00 feet, a chord bearing of South 71°49'59" East and a chord distance of 386.79 feet to a point of tangency; thence South 89°16'51" East a distance of 858.76 feet to a point of curvature; thence 955.50 feet along the arc of a curve to the right concave southwesterly having a central angle of 64°01'49", a radius of 855.00 feet, a chord bearing of South 57°15'57" East and a chord distance of 906.54 feet to the end of said curve; thence South 64°44'58" West a distance of 30.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5), BEING A PORTION OF LONDON WATERWAY, LAKEVIEW SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 26, LOCATED IN GOVERNMENT SECTION 28, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF ASHWOOD WATERWAY (A 300 FOOT RIGHT-OF-WAY) PER SAID LAKEVIEW SECTION 37, WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, (STATE ROAD 5, A 175 FOOT RIGHT-OF-WAY AT THIS POINT); THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 35°00'29" EAST ALONG SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY FOR A DISTANCE OF 649.53 FEET TO THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID ASHWOOD WATERWAY LINE NORTH 54°59'31" EAST ALONG THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY FOR A DISTANCE OF 770.58 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LONDON DRIVE, (A 60 FOOT RIGHT-OF-WAY), PER SAID LAKEVIEW-SECTION 37; THENCE DEPARTING THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY SOUTH 51°24'11" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 104.24 FEET TO THE SOUTHERLY LINE OF SAID LONDON WATERWAY; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 54'59'31" WEST ALONG SAID SOUTHERLY LINE OF LONDON WATERWAY FOR A DISTANCE OF 800.00 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY; THENCE NORTH 35°00'29" WEST ALONG SAID ASHWOOD WATERWAY LINE FOR A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

LESS AND EXCEPT:

A PARCEL OF LAND LYING IN SECTIONS 22 AND 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING A PORTION OF RESERVED PARCEL "E" AS SHOWN ON THE PLAT LAKEVIEW -- SECTION 37 PALM COAST PARK AT PALM COAST, MAP BOOK 13, PAGES 1 THROUGH 29 AND DESCRIBED IN OFFICIAL RECORDS BOOK 2354, PAGES 1028 THROUGH 1036, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND A PORTION OF PARCEL NO. 2, AS DESCRIBED IN OFFICIAL RECORDS BOOK 142, PAGES 278 THROUGH 279, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, BEING THE MOST SOUTHERLY CORNER OF SAID RESERVED PARCEL "E"; THENCE NORTH 38°53'25" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF LAKEVIEW BOULEVARD AS SHOWN ON SAID PLAT OF LAKEVIEW - SECTION 37, PALM COAST PARK AT PALM COAST A DISTANCE OF 1801.29 FEET TO A POINT OF CURVATURE: THENCE CONTINUE ALONG THE

EASTERLY RIGHT-OF-WAY OF SAID LAKEVIEW BOULEVARD NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 331.51 FEET, A RADIUS OF 720.00 FEET, A CENTRAL ANGLE OF 26°22'51" AND A CHORD BEARING AND A CHORD BEARING NORTH 25°41'59" WEST A DISTANCE OF 328.59 FEET TO THE SOUTHERLY LINE OF SAID PARCEL NO. 2; THENCE DEPARTING SAID SOUTHERLY LINE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 151.11 FEET, A RADIUS OF 720.00 FEET, A CENTRAL ANGLE OF 12°01'29" AND A CHORD BEARING NORTH 06°29'48" WEST A DISTANCE OF 150.83 FEET TO A POINT; THENCE SOUTH 89°30'56" WEST A DISTANCE OF 1280.00 FEET TO THE SOUTHERLY LINE OF JEFFERSON DAVIS WATERWAY AS SHOWN ON SAID PLAT LAKEVIEW - SECTION 37, PALM COAST PARK AT PALM COAST; THENCE ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY NORTH 12°53'48" EAST A DISTANCE OF 297.66 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF JEFFERSON DAVIS WATERWAY AND ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 913.19 FEET, A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 63°25'14" AND A CHORD BEARING NORTH 39°41'03" EAST A DISTANCE OF 867.28 FEET TO THE POINT OF TANGENCY, THENCE NORTH 71°23'41" EAST STILL ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY A DISTANCE OF 1251.37 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY AND ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 603.41 FEET, A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 41°54'23" AND A CHORD BEARING SOUTH 87°39'07" EAST A DISTANCE OF 590.05 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL NO. 2, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID RESERVED PARCEL "E"; THENCE CONTINUE ALONG E"; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY AND ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 177.30 FEET, A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 12°18'48" AND A CHORD BEARING SOUTH 60°32'31" EAST A DISTANCE OF 176.96 FEET TO THE POINT OF EAST A DISTANCE OF 176.96 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY SOUTH 54°23'07" EAST A DISTANCE OF 147.50 FEET; THENCE DEPARTING THE SOUTHERLY LINE OF SAID EAST A DISTANCE OF 147.50 FEET; THENCE DEPARTING THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY AND THROUGH SAID RESERVED PARCEL "E" SOUTH 35°36'53" WEST A DISTANCE OF 120.96 FEET TO A NON-TANGENTIAL CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 213.75 FEET, A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 81°38'50" AND A CHORD BEARING SOUTH 40°20'20" WEST A DISTANCE OF 196.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°29'04" EAST A DISTANCE OF 1536.30 FEET TO A POINT OF CURVATURE; THENCE S0UTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 28.34 FEET, A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 03°49'12" AND A CHORD BEARING SOUTH 02°23'39" EAST A DISTANCE OF 28.33 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGES 936 THROUGH 939, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE BOUNDARY LINE OF SAID PARCEL THE FOLLOWING FIVE (6) COURSES; 1) SOUTH 85°41'45" WEST A DISTANCE OF 24.67

FEET, 2) SOUTH 01°05'36" WEST A WEST A DISTANCE OF 24.67 FEET, 2) SOUTH 01°05'36" WEST A DISTANCE OF 53.63 FEET, 3) SOUTH 10°42'21" EAST A DISTANCE OF 31.82 FEET, 4) NORTH 75°01'26" EAST A DISTANCE OF 11.50 FEET, 5) SOUTH 53°38'13" EAST A DISTANCE OF 20.65 FEET, 6) NORTH 72°54'00" EAST A DISTANCE OF 10.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL, SAID CORNER ALSO BEING A POINT OF CURVATURE; THENCE DEPARTING SAID BOUNDARY AND ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 60.46 FEET, A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 08°09'03" AND A CHORD BEARING SOUTH 21°10'31" EAST A DISTANCE OF 60.41 FEET TO THE POINT OF TANGENCY: THENCE SOUTH 25°15'02" EAST A DISTANCE OF 620.00 FEET; THENCE NORTH 64°44'58" EAST A DISTANCE OF 125.00 FEET; THENCE SOUTH 25°15'02" EAST A DISTANCE OF 335.20 FEET; THENCE SOUTH 64°44'58" WEST A DISTANCE OF 526.36 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
AMENDED MPD DEVELOPMENT AGREEMENT

(This page intentionally left blank. Attachment begins next page.)

Prepared by:
Michael D. Chiumento III, Esq.
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164

Return to:
City of Palm Coast, City Clerk
160 Lake Avenue
Palm Coast, FL 32164

LAKEVIEW ESTATES
FIRST AMENDMENT TO THE
MASTER PLANNED DEVELOPMENT AGREEMENT

THIS, FIRST AMENDMENT TO THE MASTER PLANNED DEVELOPMENT AGREEMENT, (hereinafter referred to as the "Amendment") is made and executed this _____ day of _____, 2026, by and between the **CITY OF PALM COAST,** a Florida municipal corporation (herein referred to as the "City"), whose address is 160 Lake Avenue, Palm Coast, Florida 32164 and **MATANZAS GC PALM COAST, LLC,** a Florida limited liability company (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status) whose address is 200 Ocean Crest Drive, Unit 1111, Palm Coast, Florida 32137.

RECITALS

1. On or about January 19, 2021, the City approved the Lakeview Estates Master Planned Development Agreement (the "MPD").
2. Pursuant to the citizen survey dated June 19 and 20, 2021, City desires to own, permit and develop a park for the residents of Palm Coast.
3. The Owner desires to convey to the City sufficient lands for purpose of a park and amend the PUD to allow for areas of the property to be developed consistent with the present densities and intensities.

4. The City and Owner enter into this Amendment to the MPD to achieve their respective goals and objectives.
5. The City of Palm Coast City Council ("City Council") has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of City staff, and the recommendation of the PLDRB, which voted six to zero to recommend denial at their regularly scheduled meeting conducted on May 20, 2026; and
6. The City Council held duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and
7. The City Council hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast, Florida.

NOW THEREFORE, it is resolved and agreed by and between the City and the Owner that the Owner's application for an Amendment to the MPD is approved, and the parties agree to the following:

FINDINGS OF FACT:

(a) The aforementioned recitals are taken as true, incorporated herein by reference and made a material part of this Amendment.

(b) This Amendment is consistent with (1) the State's Comprehensive Plan as set forth in Chapter 187, Florida Statutes and (2) the City's Comprehensive Plan.

(c) The public hearing to consider this Amendment was properly noticed and held by the City Council pursuant Florida State law and the City's Land Development Code.

CITY COMMUNITY PARK:

At no cost to the City and not subject to City Park Impact Free Credits, the Owner shall convey to the City approximately fifteen (15) acres on a tract of land (the "City Park Site") as generally

depicted on Amended Conceptual Site Plan (**Ex. "A"**) which replaces the Conceptual Site Plan in the MPD. Said conveyance shall take place within one hundred twenty (120) days of execution of this Amendment. The conveyances of lands pursuant to the Amendment shall be free from all encumbrances except easements, reservations, and restrictions acceptable to each other, together with all appurtenances pertaining to the conveyance. Owner will prepay taxes for the year of closing pursuant to Fla. Stat. 196.295. and all special assessments which may have been levied or certified prior to closing on the City Park Site. Sixty (60) days before Closing, the Owner will cause the title company of its choice to issue and deliver to City ALTA title commitments to issue a policy in the amount of the assessed value of the City Park Site, accompanied by one copy of each document supporting any exceptions to the title commitment. The Owner will execute a standard form owner's affidavit and such other affidavits as may be reasonably required by the City, the Title Company, or the Closing Agent. The Owner will also execute an Affidavit of interest in Real Property pursuant to Fla. Stat. 286.23. The Owner will execute affidavits declaring that the City Park Site does not currently contain any Hazardous Substances in violation of any applicable environmental laws or regulations, including but not limited to Section 103 of the Comprehensive Environmental Response, Compensation and Liability Act. 42 U.S.C. Section 9601 et seq. any "super lien" laws, any super fund laws, or similar federal or state laws, or any successor statutes ("Environmental Laws"), nor to Owner's knowledge has any clean-up of their properties occurred pursuant to the Environmental Laws which could give rise to liability to reimburse any governmental authority for the costs of such clean-up or result in a lien or encumbrance. Moreover, prior to conveyance, the Owner shall demonstrate that Tract 8 arsenic levels are under the limit for human occupation as regulated by Federal, State and local law including, but not limited to, the Florida Department of Environmental Protection ("FDEP").

SECTION 4 PROJECT DESCRIPTION.

Section 4 "Project Description" of the MPD Development Agreement shall be deleted in its entirety and replaced with the following:

The Subject Property has ~~two~~ three (3) Comprehensive Plan FLUM designations, Greenbelt on approximately 260~~276.3~~ +/- acres, Mixed Use (20 +/-acres) and Conservation on approximately ~~4.3~~.19 +/- acres. The current MPD zoning on the property will be maintained and this Development Agreement shall govern all development on the Subject Property as defined herein. Consistent with the Comprehensive Plan and the Greenbelt FLUM, residential units may be developed at one unit per acre. ~~Institutional uses proposed on Greenbelt FLUM acreage shall be deducted from the one-unit per acre residential unit calculations.~~ The project proposes 208~~.3~~ +/- acres of ~~Greenbelt~~Mixed Use FLUM for ~~institutional~~commercial uses within the Tract 9.~~Greenbelt FLUM.~~ As a result, 26~~8~~0 residential units are permitted to be clustered within the remaining 26~~8~~0.0 +/- acres of Greenbelt FLUM at the Owner's discretion. To date, 221 residential units have been permitted, leaving the remaining residential unit balance at 39. The Owner may develop a residential and ~~institutional~~commercial development as depicted on the Lakeview Estates Conceptual Master Plan, attached hereto as **Exhibit "B"** and as further defined herein ("Project"). **Exhibit "B-1"** through **Exhibit "B-8"** –further define the project and illustrate allowable uses within each Tract. The uses on each Tract (shall be as follows which are consistent with the Conceptual Site Plan:

TRACT	USE	LDC Designation to be used for Development Standards purposes only
1	Uses on this tract will be single-family residential homes along with View Protection Zones (VPZ), wetland preservation, stormwater pond creation, and community	SFR-1

	amenities including exterior storage of boats and RVs exclusively for residents residing in the community that will be totally screened from view from off-site properties, Lakeview Boulevard and London Drive.	
2	Uses on this tract primarily consist of View Protection Zones, wetlands, natural buffers, and stormwater ponds. In addition, the property is limited to single family residential dwellings, view protection zones, natural buffers, and stormwater ponds.	SFR-2 and P&G
3	Uses on this tract primarily consist of single-family residential homes, View Protection Zones as further discussed below, wetlands, natural buffers, and stormwater ponds. ~~This tract is designated as View Protection Zones, and natural buffers.~~	SFR-2 or P&G
4	Uses on this tract primarily consist of View Protection Zones/conservation, stormwater and wetlands. The property is limited to single family residential dwellings.	SFR-2 and P&G
5	This Tract is designated as a View Protection Zone/conservation.	P&G
6	Uses on this tract primarily consist of View Protection Zones, wetlands, natural buffers, and stormwater ponds. ~~This Tract is designated as a View Protection Zone~~	P&G
7	Uses on this tract primarily consist of View Protection Zone, wetlands, natural buffers, stormwater retention, ~~and~~ an existing pond, and single-family residential dwellings. ~~The property is limited to single family residential dwellings.~~	SFR-2 and P&G
8	Use of this Tract is limited to ~~townhouses, single-family~~a City Park, View Protection Zones, and existing pond. FLUM areas designated Conservation shall be field verified prior to development and the boundaries between the Greenbelt and Conservation areas shall be modified accordingly on the FLUM.	~~MFR-1[1], SFR-1 and~~ P&G
9	Use of this Tract will be limited to 250,000 sq. ft. ~~8.320 acres of institutional~~ commercial uses meeting the ~~PSP~~ COM-2 zoning standards as further provided in Ex. "C". The ~~except the~~ maximum building height shall be 35 feet and there shall be a minimum View Protection	~~PSP~~ COM-2 & P&G

	Zone of 1~~5~~000 feet in width along its eastern property line where it abuts the rear of all existing platted residential lots. All remaining areas include View Protection Zones, new and existing ponds, and natural buffers. This Tract shall also provide Emergency access to US Highway 1 from London Drive.	
10	Use of this Tract is limited to single family residential units with View Protection Zones.	SFR-2

~~[1]There is a height limitation of thirty-five (35) feet for townhouses, a minimum living area of 1,000 sq. ft. with at least a one-car garage per unit and a minimum setback of 150' from all existing single-family platted lots imposed on this use.~~

1. TRACT 1: Tract 1 shall be permitted to develop into a single family detached residential community consistent with the City's SFR-1 and SFR-2 zoning district standards and as depicted on the Conceptual Plan. This community will contain its own private amenities which may include a club house, pools, activities room, exercise trails and self-storage of boats and recreational vehicles limited to residents use only. It shall have two (2) entrances onto Lakeview Drive. Stormwater ponds will be developed on site to contain all runoff as required by Federal, State and City rules. In the areas that abut existing residential platted lots, a View Protection Zone ("VPZ") will be required (See Section 10.7). Prior to application for Subdivision Master Plan or Site Plan Approval, an applicant shall ensure that the VPZ is designed in such a fashion that it maintains the Lot Owners' view of the Subject Property consistent with the City's Land Development Code (LDC). Also prior to the above-mentioned application, an applicant shall demonstrate that Tract 1 is or shall be free from environmental hazards and safe for human occupation as regulated by Federal, State and local law including, but not limited to, the Florida Department of Environmental Protection ("FDEP"). The existing golf course maintenance building may be utilized during construction of the residential community on Tract 1 but shall be removed prior to completion of the infrastructure for the residential community.

2. TRACT 2: Tract 2 shall be maintained as a VPZ except for the area depicted on **Exhibit "B-2"** Tract Plan for single family residential lots. The single family residential area shall be developed consistent with the SFR-2 zoning district standards as provided herein. As a condition of approval of these lots, a VPZ shall be provided to specifically address the adjacent existing single-family platted lots. Stormwater retention is allowed.

3. TRACT 3: Tract 3 may be developed with~~is designated as a fifty (50) foot VPZ,~~ SFR-2, P&G, ~~and~~ natural buffers, and stormwater retention uses, subject to maintaining a minimum fifty (50) foot VPZ. Moreover, development of Tract 3 shall be limited to include two (2) access points and shared driveway to Lakeview Blvd. The VPZ shall (i) be a minimum of fifty feet (50') in width, (ii) minimize the impact to the existing tree canopy adjacent to the existing residential properties, and (iii) use enhanced screening adding additional planting, to include use of canopy trees, understory trees, and shrubbery, to shield the view of adjacent residential properties. The enhanced screening shall be to the satisfaction of the Land Use Administrator or their designee. At no time shall development of Tract 3 permit the clearing of the VPZ.

4. TRACT 4: Tract 4 shall be mostly preserved as a natural area through the use of VPZs and Conservation Easements over existing wetlands. The on-site wetlands are intended to be preserved and, if impacted, avoidance and minimization techniques will be required pursuant to Federal, State and local law. Consistent with **Exhibit "B-4"** Tract Plan, some single-family residential lots may be developed consistent with SFR-2 zoning designation standards, however they will be required to provide a fifty (50) foot VPZ if behind existing platted residential lots.

5. TRACT 5: Tract 5 shall be a VPZ. No development shall be permitted on Tract 5.

6. TRACT 6: Tract 6 shall be a VPZ and stormwater.

7. TRACT 7: Tract 7 shall be maintained as a fifty (50) foot VPZ except for the areas depicted on **Exhibit "B-6"** Tract Plan for single family residential lots, or stormwater retention. The single family residential areas shall be developed consistent with the SFR-2 zoning district and shall provide a VPZ behind existing platted residential lots. The VPZ shall use enhanced screening adding additional planting, to include use of canopy trees, understory trees, and shrubbery, to shield the view of adjacent residential properties. The enhanced screening shall be to the satisfaction of the Land Use Administrator or their designee.

8. TRACT 8: Tract 8 shall be permitted to be developed consistent with the City Park site described on Page 3, the development standard for the LDC zoning classification of ~~MFR-1 but limited to townhouses~~P&G. ~~Single-family homes could also be developed using the SFR-1 standards. Notwithstanding said designation, n~~No development on this tract shall exceed thirty-five (35) feet in height. All ~~townhouse~~ development on Tract 8 shall be set back a minimum of ~~150~~ 100 feet from any existing single-family platted lot. The existing pond shall be preserved for the benefit of adjacent property owners. ~~The area designated Conservation on the FLUM can be field verified by the Owner through all applicable governmental agencies and areas designated as uplands may be reclassified to Greenbelt on the FLUM and then utilized for residential purposes.~~

9. TRACT 9: The easterly 150 feet of Tract 9 that is located behind existing residential platted lots located along the westerly side of London Drive shall be maintained as a VPZ to ensure protection of adjacent residents' existing views and natural areas. This VPZ shall use enhanced screening adding additional planting, to include use of canopy trees, understory trees, and shrubbery, to shield the view of adjacent residential properties. The enhanced screening shall be to the satisfaction of the Land Use Administrator or their designee. Stormwater areas are also

permitted on Tract 9. ~~PSP (institutional)~~ ~~General~~ Commercial uses consistent with the COM-2 zoning designation (See, Ex. "C") shall be limited to a maximum of 250,000 gross square feet of development over the tract. All structures and buildings shall have ~~with~~ a height limit of 35 feet ~~will be permitted on 208.3 acres of the remaining area~~. Special Exceptions for mini-warehouses, office~~r~~ warehouses, or self-storage shall not be authorized. Prior to making any application for development, the Owner shall prepare a conceptual site plan and hold a neighborhood meeting consistent with the requirements of the LDC. Any development application for Tract 9 shall require final action by the PLDRB. Development on this tract shall make every intent to meet the requirements of the MPD and Land Development Code; however, a waiver may be requested ~~which shall be permitted~~ to (i) grant a decrease in the US#1 Highway landscape buffers and/or (ii) approve a reduction in parking space requirements ~~as certified by a licensed traffic engineer both~~ with the intent to enhance the VPZ for the Tract.~~.~~ Any waivers granted to landscaping buffers adjacent to US#1 Highway shall follow the LDC requirements for alternative landscape betterment plans. Any waivers to the minimum parking requirements shall require a parking flexibility study to demonstrate the parking need for the use based on the Institute of Traffic Engineers' Parking Manual or follow the LDC requirements for parking flexibility. A stabilized emergency access from London Drive shall be provided through the tract to US Highway 1.

10. TRACT 10: Tract 10 shall be permitted to develop single family detached residential units consistent with the LDC SFR-2 zoning district standards. Additionally, a VPZ is required to be provided as shown on the **Exhibit "B-8"** Tract Plan.

11. ~~In addition to the above, Tracts 1, 8 and 9 of the Project shall be integrated internally and externally by a series of pedestrian pathways and roadways and developed in conformance with the LDC and this Development Agreement.~~

~~12.~~ ~~All~~ commons areas, VPZ, stormwater ponds and natural areas shall be maintained by a POA or third party determined acceptable to the City.

12. All lots greater than 10,000 square feet shall have the right to construct RV garages so long as such are ancillary to a residential dwelling unit and consistent with the LDC. Lot sizes that are at least 10,000 square feet in size shall be capable of accommodating RV garages. RV garage types are detached RV garages, regular garages with an attached bay, or garages that are part of the house's main structure. Garages that are detached from the principal structure shall be designed and constructed so that the roof and exterior walls of the garage are of similar architecture, materials, and colors as the exterior of the principal structure. All garage~~s~~ types may exceed the height of the first story of the principal dwelling unit. RV garages may exceed the 30 foot depth and 500 square foot limitation in the LDC, but shall be limited to not be larger than 50 percent of the living area of the principal dwelling unit.

13. Prior to filing any application for development of Tract 3 or Tract 9, the Owner shall ~~either (1) place a conservation easement over portions of the Subject Property prohibited from being developed ("Undeveloped Property") with the terms of such easement in a form acceptable to the City's LUA or (2)~~ convey the Undeveloped Property pursuant to a mutually agreeable purchase and sale agreement approved by the LUA.

14. Existing vegetative screening in all View Protection Zones (VPZ) shall be maintained in perpetuity with no land clearing activities, except for those deemed necessary by the City for emergency services. Any other clearing activities within the VPZ is prohibited. In the event of any non-exempted clearing activities occurs, the property owner shall be required to replant the VPZ with a like for like replacement based on the diameter inches of trees cleared, with minimum replanting of trees of at least six (6) inches in diameter at breast height (dbh). The Land Use Administrator shall have approval of

replacement species and spacing. Any tree replacement within a VPZ shall be made using native drought tolerant species. Further, tree removal or land clearing activities within the VPZ that are not exempted per this subsection shall be subject Code Enforcement action as prescribed in the City's Code of Ordinances, including administrative fines and liens as outlined in Section 2-211 of the Code of Ordinances, with fines accruing at a rate of $1,000 per day for first violation, and $5,000 per day for subsequent violations, until such violations are resolved.

GENERAL CONDITIONS OF THIS AMENDMENT:

(a) Except as provided herein, all other terms of the MPD DA shall remain in full force and effect. The provisions of this Amendment shall bind and inure to the benefits of the parties hereto, their heirs, executors, administrators, successors and assigns.

(b) In the event of a conflict between the terms of this Amendment and the MPD DA, the terms of this Amendment shall govern.

(c) The Owner hereby represents to the City that all required joinders and consents have been obtained and set forth in properly executed form on this Amendment. Unless otherwise agreed to by the City, all liens mortgages and encumbrances not satisfied or released of record must be subordinated to the terms of this Amendment. It is the responsibility of the Owner to ensure that said subordination occur in a form and substance acceptable to the City Attorney prior to the City's execution of this Amendment.

IN WITNESS, WHEREOF, the City of Palm Coast and the Owners have caused this Amendment to be duly executed by its duly authorized representative(s) as the date first above written.

WITNESSES:

_____
Print Name:

_____
Print Name:

"OWNER"
MATANZAS GC PALM COAST, LLC, a Florida limited liability company

By:_____
Alexander Ustilovsky, Manager

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Alexander Ustilovsky, as Manager of Matanzas GC Palm Coast, LLC, a Florida Limited Liability Company, who is personally known to me or who has produced _____ as identification.

_____
NOTARY PUBLIC

CITY OF PALM COAST, FLORIDA

_____
Michael Norris, Mayor

ATTEST:

_____
Kaley Cook, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Marcus Duffy
City Attorney

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Michael Norris, Mayor of the City of Palm Coast, who is personally known to me or who has produced _____ as identification.

_____
NOTARY PUBLIC

LAKEVIEW ESTATES CONCEPTUAL SITE PLAN



A	SFR-1 SINGLE FAMILY	G	VIEW PROTECTION ZONE/ CONSERVATION
B	SFR-2 SINGLE FAMILY	H	WETLAND
C	MFR-1	J	VIEW PROTECTION ZONE
D	COMMERCIAL	K	PROPOSED CITY PARK
E	STORMWATER POND		
F	EXISTING POND		

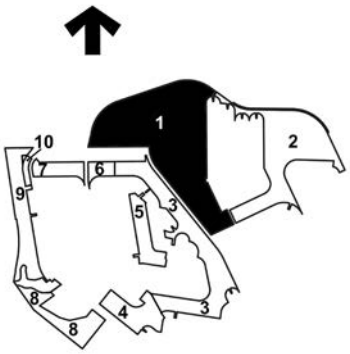
MPD AMENDMENT 09.15.26

SEE REVISED TRACT PLANS

Exhibit "B-1"

LAKEVIEW ESTATES TRACT PLAN

TRACT 1





A	SFR-1 SINGLE FAMILY	G	VIEW PROTECTION ZONE/ CONSERVATION
B	SFR-2 SINGLE FAMILY	H	WETLAND
C	MFR-1	J	VIEW PROTECTION ZONE
D	COMMERCIAL	K	PROPOSED CITY PARK
E	STORMWATER POND		
F	EXISTING POND		

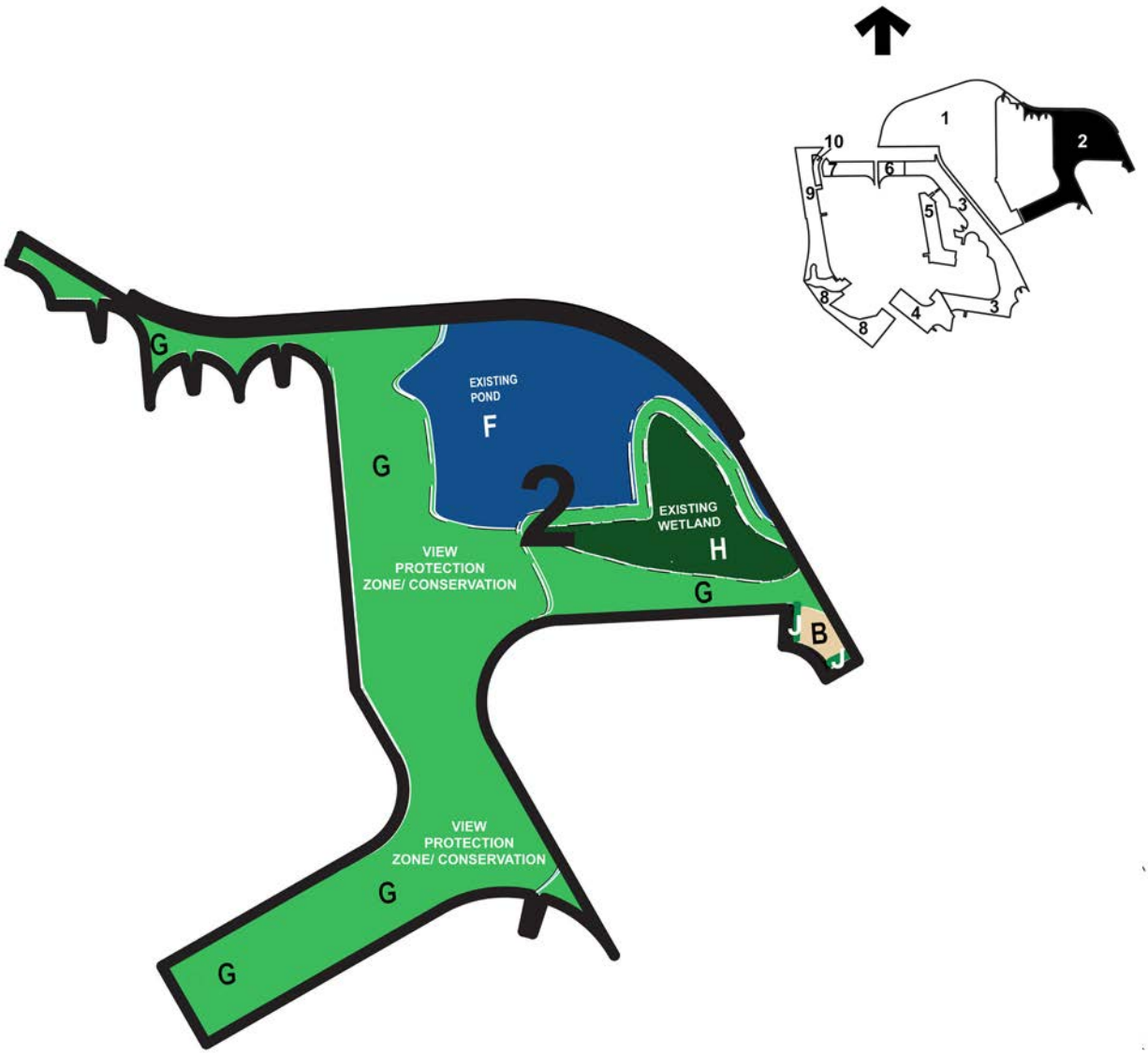
MPD AMENDMENT 09.15.26
NO AMENDMENT TO TRACT 1

Exhibit "B-2"

LAKEVIEW ESTATES TRACT PLAN

REVISED

TRACT 2



MPD AMENDMENT 09.15.26

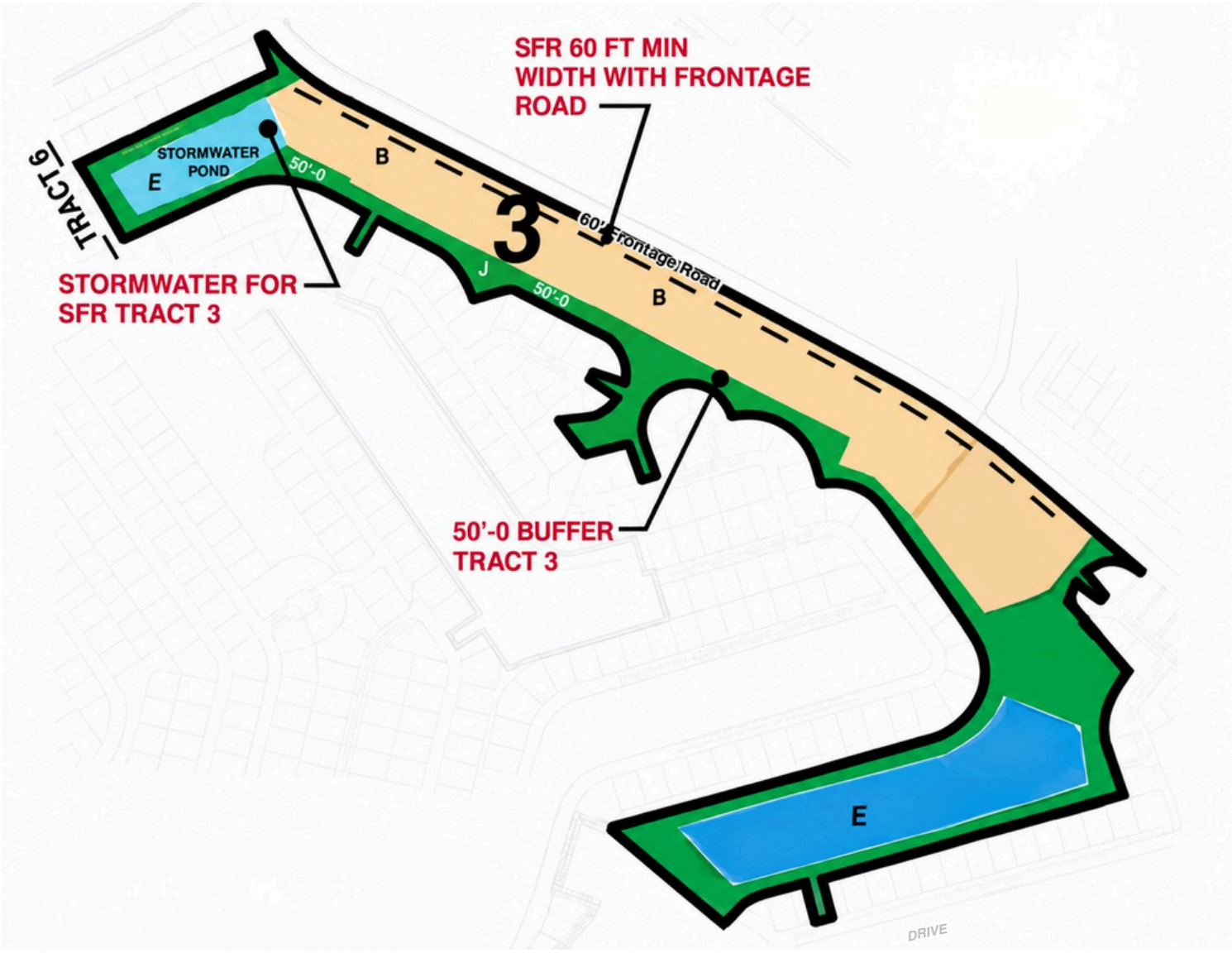
AMENDMENT TRACT 2

Exhibit "B-3"

LAKEVIEW ESTATES TRACT PLAN

REVISED

TRACT 3



B SFR-2 SINGLE FAMILY	H WETLAND
C MFR-1	J VIEW PROTECTION ZONE
D COMMERCIAL	K PROPOSED CITY PARK
E STORMWATER POND	
F EXISTING POND	

MPDAMENDMENT 09.15.26

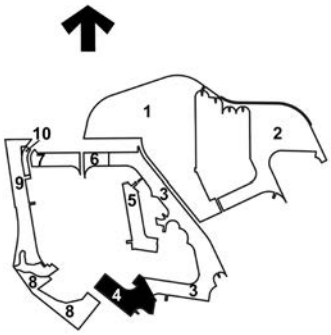
AMENDMENT TRACT 3

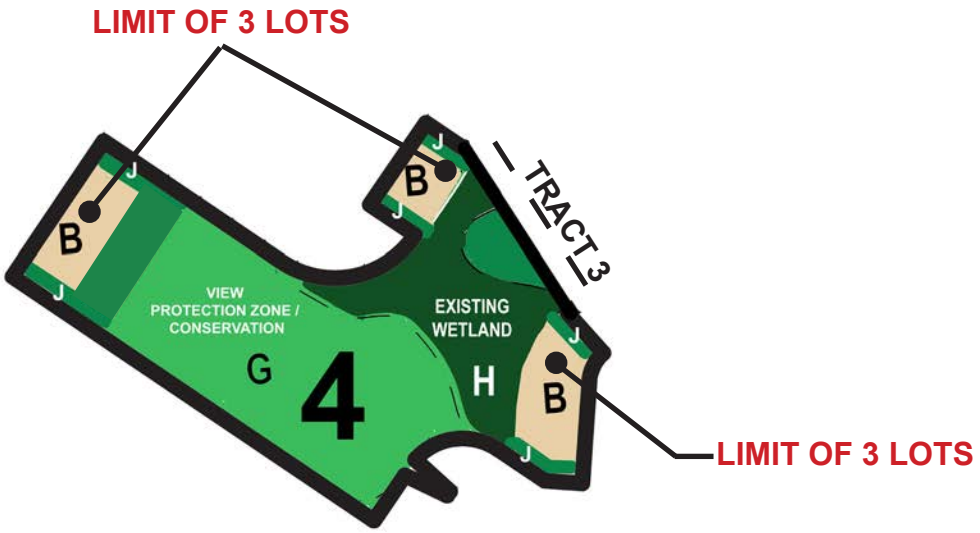
Exhibit "B-4"

LAKEVIEW ESTATES TRACT PLAN

REVISED

TRACT 4





A	SFR-1 SINGLE FAMILY	G	VIEW PROTECTION ZONE/ CONSERVATION
B	SFR-2 SINGLE FAMILY	H	WETLAND
C	MFR-1	J	VIEW PROTECTION ZONE
D	COMMERCIAL	K	PROPOSED CITY PARK
E	STORMWATER POND		
F	EXISTING POND		

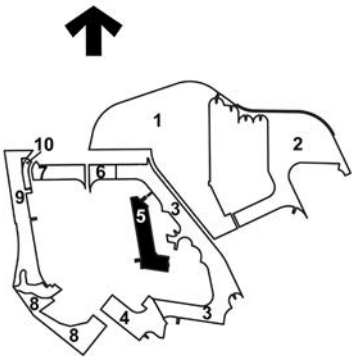
MPD AMENDMENT 09.15.26

AMENDMENT TRACT 4

Exhibit "B-5"

LAKEVIEW ESTATES TRACT PLAN

TRACT 5





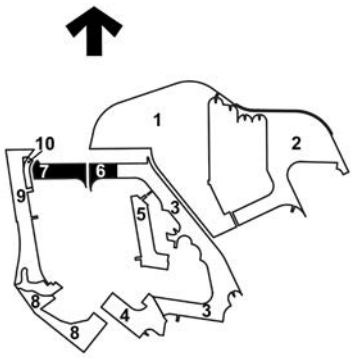
A	SFR-1 SINGLE FAMILY	G	VIEW PROTECTION ZONE/ CONSERVATION
B	SFR-2 SINGLE FAMILY	H	WETLAND
C	MFR-1	J	VIEW PROTECTION ZONE
D	COMMERCIAL	K	PROPOSED CITY PARK
E	STORMWATER POND		
F	EXISTING POND		

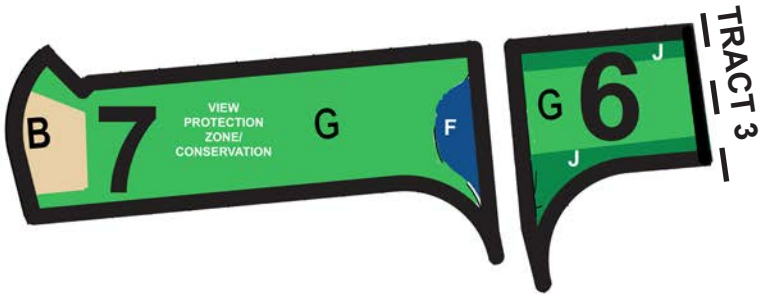
MPD AMENDMENT 09.15.26

NO AMENDMENT TRACT 5

Exhibit "B-6"

LAKEVIEW ESTATES TRACT PLAN
REVISED
TRACTS 6 & 7





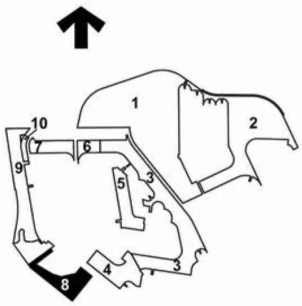
A	SFR-1 SINGLE FAMILY	G	VIEW PROTECTION ZONE/ CONSERVATION
B	SFR-2 SINGLE FAMILY	H	WETLAND
C	MFR-1	J	VIEW PROTECTION ZONE
D	COMMERCIAL	K	PROPOSED CITY PARK
E	STORMWATER POND		
F	EXISTING POND		

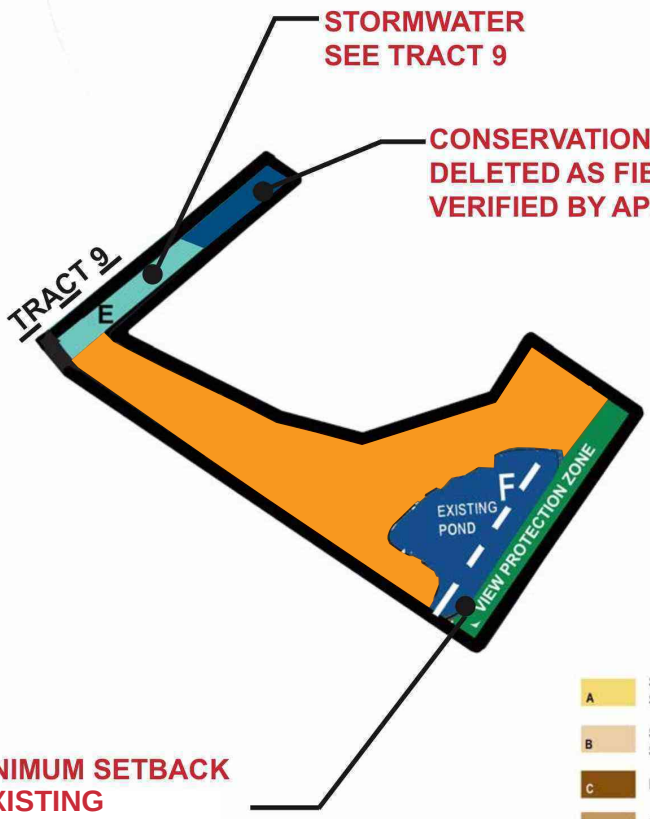
MPD AMENDMENT 09.15.26

AMENDMENT TRACT 6
NO AMENDMENT TRACT 7

Exhibit "B-7"

LAKEVIEW ESTATES TRACT PLAN
REVISED
TRACT 8



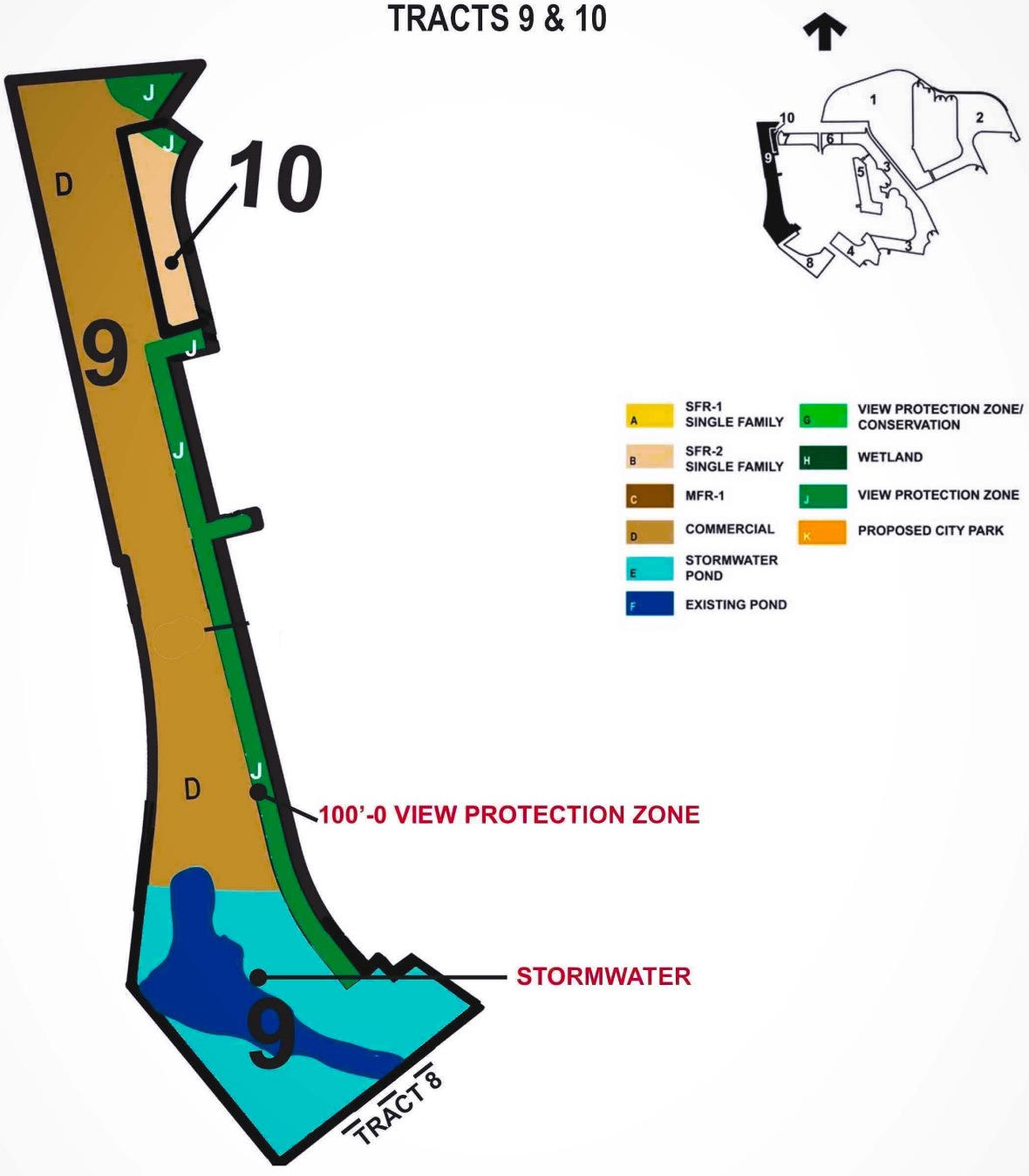


A	SFR-1 SINGLE FAMILY	G	VIEW PROTECTION ZONE/ CONSERVATION
B	SFR-2 SINGLE FAMILY	H	WETLAND
C	MFR-1	J	VIEW PROTECTION ZONE
D	COMMERCIAL	K	PROPOSED CITY PARK
E	STORMWATER POND		
F	EXISTING POND		

MPD AMENDMENT 09.15.26
AMENDMENT TRACT 8

Exhibit "B-8"

LAKEVIEW ESTATES TRACT PLAN
REVISED
TRACTS 9 & 10



MPD AMENDMENT 09.15.26
AMENDMENT TRACTS 9 & 10

CITY OF PALM COAST – COM-2 DISTRICT USES

Summary of uses shown in the COM-2 column of the Palm Coast Land Development Code use table

PERMITTED USES (P) – CIVIC / FOOD / OFFICE

Civic / Institutional

- Town halls, libraries, museums
- Police, fire and postal service
- Civic clubs and fraternal organizations
- ~~Hospice services~~
- Hospitals
- Houses of worship / religious institutions
- Nonprofit organizations

Eating / Drinking / Entertainment

- Drinking establishments – no outdoor entertainment
- Beer, wine and liquor stores
- Cafeterias, coffee/donut shops, snack bars, sandwich shops, delicatessens and bakeries
- Performing arts facilities
- Pizza delivery and takeout places
- Fast-food restaurants
- Sit-down restaurants

Education / Labs / Office

- Elementary / secondary schools
- Medical and diagnostic laboratories
- Dental laboratories
- Multiuse buildings
- Banks and credit unions
- Mail order facilities
- Medical and professional offices
- Outpatient care facilities
- Pharmacies
- Scientific and technical services
- Temporary employment agencies / management services
- Veterinarians (without kennels; post-operative care only)

PERMITTED USES (P) – RECREATION / RESIDENTIAL / RETAIL

Recreation / Residential

- ~~Bed and breakfast inns~~
- ~~Hotels~~
- ~~Commercial marinas~~
- ~~Motels~~
- Indoor recreation
- Assisted living facilities / nursing homes
- Live Local mixed-use residential developments

Retail Sales

- Art dealers
- ~~Building material stores~~
- Clothing and accessory stores
- Retail
- Florists
- Food and beverage stores / supermarkets
- Furniture and home furnishings stores
- Home improvement centers
- Large-scale retail centers
- Lawn and garden equipment / supply stores
- Model home centers
- Pet stores
- ~~Plant nurseries~~
- ~~Photo finishing~~
- Small box discount stores
- Sporting goods, hobby, book and music stores
- Used merchandise stores

PERMITTED USES (P) – SERVICES / TRAINING / VEHICLES

Business / Personal Services

- Printing and publishing
- All other business services
- Adult day care centers
- Child day care centers
- Funeral homes
- All other personal service uses
- ~~Landscaping services~~

Training / Utilities

- ~~Automobile driver schools~~
- Technical / trade schools
- Municipal pump stations and well sites
- ~~Passenger transit or rail stations~~

Vehicle / Fuel Uses

- Convenience stores with fueling facilities
- ~~Motorcycle dealers~~
- Service stations
- ~~Taxi and limousine services~~

SPECIAL EXCEPTION USES (S)

- Drinking establishments with outdoor entertainment
- Microbreweries
- Colleges / universities
- Building contractors
- ~~Electronic game promotion establishments~~
- Public parks and recreation facilities
- Outdoor recreation
- ~~Caretaker dwellings~~
- Dormitories
- Automotive parts / accessories / tires
- Bail bonding
- ~~Tarot card, psychic and palm readings~~

SPECIAL EXCEPTION USES (S) – continued

- Tattooing, body piercing and other body art
- Kennels and animal boarding
- Repair services for commercial / industrial machinery and equipment
- ~~L.P. gas dealer and bulk storage~~
- ~~Power generation and distribution facilities~~
- ~~Automotive, recreational vehicle and boat dealers~~
- Car washes
- Commercial / industrial machinery and equipment rental / leasing
- Vehicle rental / leasing
- Vehicle repair
- ~~Miniwarehouses, office warehouses and self-storage~~
- Warehouse / distribution facilities under 50,000 sq. ft.

Limited designation: Wireless communication facilities are shown as "L" in the COM-2 column. This summary reproduces the use classifications only; applicable definitions, use-specific limitations, special-exception criteria and development standards remain controlling.

Exhibit "C"

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR LAKEVIEW ESTATES MPD AMENDMENT
CITY COUNCIL
PUBLIC HEARING ON OCTOBER 20, 2026

OVERVIEW

Application Number:	5575
Applicant:	Michael Chiumento III, Esq. Chiumento Law, agent for owner
Property Description:	Generally located between 0.5 to 1.25 miles north of Matanzas Woods Parkway, west of Interstate 95, and east of US Highway 1
Property Owner:	Matanzas GC Palm Coast LLC
Parcel ID #:	07-11-31-7037-0RP0A-0002, 07-11-31-7037-0RP0A-0011, 07-11-31-7037-0RP0A-0011
Current FLUM:	Greenbelt
Current Zoning:	Lakeview Estates Master Planned Development (MPD)
Current Use:	Partially developed
Size of Property:	±280.6 acres
Requested Action:	Amend the Lakeview Estates MPD Development Agreement to modify permitted uses on Tracts: 3, 6, 7, 8, and 9; conditionally permit recreational vehicle garages for all tracts.

ANALYSIS

REQUESTED ACTION

The applicant proposes to amend the existing Lakeview Estates Master Planned Development (MPD) Development Agreement (DA) in order to:

- Add the ability for the developer to site Single-Family Residential (SFR-2) sized residential lots to Tract 3 with access limited to Lakeview Boulevard.
- Add the ability for the developer to site stormwater ponds to Tract 3, Tract 6, Tract 7.
- Replace the ability for the developer to site (Multifamily Residential) MFR-1 and SFR-1 sized residential lots to Tract 8 with the ability to site a City Park site. It also reduces the minimum 150 feet setback from any existing single-family platted lot on Tract 8 to 100 feet.
- Replace the ability for the developer to site ±8.3 acres of Public Semi-Public (PSP) with ±20 acres of General Commercial (COM-2) uses, limited to a maximum of 35 feet, and providing emergency access from US Highway 1 to London Drive. Further the COM-2 uses are limited to not allow a special exception for mini-warehouses, office warehouses, or self-storage. Note: the proposed use of 20 acres as COM-2 is based on the potential approval of a related Future Land Use Map (FLUM) Amendment application, and if developed for commercial uses would reduce the overall remaining residential entitlements from 51 to 39 dwelling units.

- Reduce the existing View Protection Zone (VPZ) on Tract 3 to 50 feet and on Tract 10 from 150 feet to 100 feet. The VPZ depth for tract 4 is defined as 50 feet. The proposed text adds the requirement for enhanced screening and additional plantings to the satisfaction of the Land Use Administrator (LUA) or their designee to shield the view of adjacent residential properties within VPZs.
- Add the ability of residential property owners within the MPD with lots with a size of 10,000 or greater square feet to be able to construct a garage for recreational vehicles as an accessory use to lots with a principal dwelling unit, subject to maximum impervious surface and building setbacks.

BACKGROUND/SITE HISTORY

The subject property was developed as the 18-hole Matanzas Woods Golf Course by ITT and opened in 1985. The golf course permanently closed in 2007. In April 2019, Matanzas GC Palm Coast, LLC purchased the property. The initial City Zoning Map in 1999/2000 showed the subject property having the Flagler County zoning designation of Urban Single-Family Residential (R-1B). Flagler County's Land Development Code (LDC) has the R-1B Zoning District which allowed for single-family residential homes and also recreational areas that are accessory to residential developments. The R-1B zoning district allowed for up to 3 units per acre. In 2004 the City adopted its Comprehensive Plan and designated the subject property as Greenbelt on the Future Land Use Map (FLUM). The Greenbelt designation reduced the overall density on the subject property to 1 unit per acre.

On July 5, 2005, the City Council adopted the initial chapters of our Land Development Code (Ordinance No. 2005-33) which created the Golf Course Community (GCC) Zoning District. The GCC Zoning District allowed density of one home/per acre and also setup significant standards for the redevelopment of any golf course areas into residential uses. These guidelines, located in section 3.03.04.J of our LDC, were added to minimize adverse impacts to abutting single family residential zoned areas. On October 21, 2008, the City Council adopted Ordinance 2008-23 which implemented the City's first complete Land Development Code and also converted the Golf Course Community (GCC) Zoning District to MPD without a DA.

On January 19, 2021, the City Council approved Ordinance 2021-01 which rezoned the existing MPD to add the existing DA at the applicant's request during public hearing. The previous rezoning application had significant public participation at all facets of the rezoning process from the neighborhood meeting, which drew approximately 250 to 350 residents the two Planning and Land Development Board (PLDRB) meetings drawing approximately 50 to 60 residents and 30 to 35 residents respectively.

PROJECT DESCRIPTION

The property owner using clustering provisions of the LDC, the overall acreage of the project, and a field verified conservation area of ±0.2 acres ended up with residential entitlements of ±272 dwelling units (du). To date, 221 lots have received varying levels of approval (Preliminary and Final plats) between Tracts 1, 2, 4, 7, and 10 resulting in the project retaining 51 residential entitlements. The applicant's requested MPD DA Amendment relies on the potential approval of their requested FLUM amendment and has the effect of reducing the remaining residential entitlements from 51 du to 39 du due to the planned development of ±20 acres of COM-2 uses on Tract 9.

- The applicant is proposing to site the remaining 39 residential entitlements on Tract 3, which would require the approval of the MPD DA amendment and subsequent platting applications by the applicant. The vision that the applicant provided was that these lots would be designed to be ±10,000 square feet or larger to make use of their proposed language for recreational vehicle garages, but at a minimum size lots meeting the Unified Land Development Code (LDC) requirements of the SFR-2 zoning district, which requires 7,500-square-foot lots which are compatible with the existing platted single-family residential lots found on nearby Lee Drive.
- The DA provides language for siting additional stormwater retention ponds in Tracts 3, 6, and 7, which supports the City's recent effort to add additional stormwater retention in the area by vacating Learning Lane and Leaf Lane.
- The applicant is also requesting to amend the allowed use on tract 8 to convey the City a site for a future City park at no cost and not subject to park impact fee credits.
- Additionally, the applicant is requesting to permit ±20 acres of COM-2 uses on a portion of Tract 9 adjacent to US Highway 1.

LAND USE AND ZONING INFORMATION

SURROUNDING LAND USES:

NORTH:	FLUM:	DRI-Mixed Use; Conservation; Agriculture & Timberlands (Flagler County)
	Zoning:	PSP; COM-2; Rural Estate (EST-2); MPD; Agriculture (Flagler County)
EAST:	FLUM:	Residential; Greenbelt; Agriculture & Timberlands (Flagler County)
	Zoning:	SFR-2; SFR-3
SOUTH:	FLUM:	Residential
	Zoning:	SFR-2; SFR-3
WEST:	FLUM:	DRI-Mixed Use
	Zoning:	MPD

VPZ Guidelines LDC Section 3.03.04(J)

The City approved its first city wide zoning and complete LDC in 2008, which eliminated the Golf Course Community (GCC) Zoning District. However, regulations related to future development within the previous GCC Zoning District remained in the LDC. The term and utilization of VPZ was established within the Lakeview Estates MPD DA that was adopted in 2021 to be consistent with the Land Development Code regulations related to development in former GCC Districts.

Section 3.03.04(J) of the LDC provides the following redevelopment criteria:

J. *Existing golf course communities. Existing golf courses communities located within the former Golf Course Communities (GCC) District seeking to add residential units must comply with the standards established for the Master Planned Development (MPD) District. In addition, the development shall utilize the following guidelines in order to minimize adverse impacts on any abutting single-family residentially zoned areas.*

1. *Existing direct golf course views from the rear yards of all existing, platted lots located within any residentially zoned districts directly abutting the site shall be maintained. Peripheral (i.e.*

side) views from these existing rear yards may be impacted by new development and new development may be visible from existing development.
2. *Existing golf course views from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical.*
3. *Multifamily uses shall be surrounded by fairways, clubhouse, and/or other golf course facilities to buffer single-family areas within the same development. The multifamily uses shall not be located within 150 feet from any existing, platted lots located within a residentially zoned area.*

The LDC does not quantify the depth or thickness of the VPZ. More than likely it was not quantified since both factors (width of VPZ and amount of vegetative screening) affect the quality of a VPZ. Based on subsection 1, it is clear, that new development does not need to be completely out of view and may be visible from existing properties.

The applicant's draft MPD DA has requested modifications to several Tract's VPZs. While the applicant is able to make the requests, staff worked with the applicant to add the following provision: "The VPZ shall use enhanced screening adding additional planting, to include use of canopy trees, understory trees, and shrubbery, to shield the view of adjacent residential properties. The enhanced screening shall be to the satisfaction of the Land Use Administrator or their designee". The applicants proposed VPZ changes are summarized as follows:

- Tract 3 – defining depth of VPZ to 50 feet.
- Tract 4 - defining depth of VPZ to 50 feet.
- Tract 7 – defining depth of VPZ to 50 feet.
- Tract 9 - reducing the defined VPZ depth from 150 feet to 100 feet.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.05.05

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to*:

A. The proposed development must not be in conflict with or contrary to the public interest;

Staff Finding: The proposed MPD amendment ultimately would reduce the remaining residential entitlements from 51 to 39 remaining du on the subject property as ±20 acres would be slotted for commercial development adjacent to US Highway 1. The development of COM-2 uses would be compatible with the commercial development pattern along the US Highway 1 corridor, and depending on potential end users could provide needed commercial services to the northwest portion of the City which ultimately could reduce trip ends to Palm Coast Parkway. The conveyance of Tract 8 as a City park site without requiring the City to buy the land or for park impact fee credits is a benefit to the neighborhood. The proposed residential uses on Tract 3 adjacent to Lakeview Boulevard are likely the most significant impact to the surrounding neighborhood; however, the minimum sizes of the proposed residences would match the existing residential neighborhood's zoning of SFR-2. The applicant's request to be able to site recreational vehicle garages as an accessory use on any residential lot 10,000 or more square feet has the potential to reduce the need of residents with recreational vehicles or boats from having to utilize private off-site storage options. Allowing more tracts to support stormwater retention may have a positive effect for the overall neighborhood regarding stormwater and drainage. The neighborhood meeting did have ±125 individuals attend, so there is clearly a vested interest by the public in the proposed MPD DA amendment; however, due to the nature

of the neighborhood meeting and its technical limitations, it is difficult to gauge consensus on the public's interest.

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;

Staff Finding: The request is consistent with the Comprehensive Plan. The following policies are provided for elaboration:

- **Chapter 1 Future Land Use Element (FLUE):**

  Policy 1.1.1.2 The future land use designations shall permit the zoning districts listed and generally described in the following table. The maximum densities and intensities for each future land use designation and zoning district are also included in the table……..

  The maximum allowable density for residential uses within the Greenbelt designation is one (1) unit per acre after subtracting lands that are designated for non-residential uses. The proposed COM-2 use requires the associated FLUM amendment, as those uses are more intense than what the Greenbelt designation requires; however, the compact area requested to be designated as Mixed Use follows the character of the developmental pattern exhibited along the US Highway 1 commercial corridor.

  Policy 1.1.2.3 In order to allow for clustering of residential units to create rural communities and minimize the need for extensive infrastructure, the Greenbelt land use designation may include MPDs or PRDs having lot sizes of less than one (1) acre with common open spaces provided that the development's overall density does not exceed one (1) unit per acre.

  The residential component of the MPD DA does not exceed a density of one dwelling unit per acre. Nonresidential components are subtracted from the overall residential land to ensure that additional density is not created. With the associated FLUM amendment, a site specific limiting policy is provided which ensures that designating the proposed ±20-acre commercial site does not create density entitlements consistent with the normal Mixed Use designation in effort to ensure compliance with this policy and the overall character of the development.

  -Objective 1.1.4 – Discourage Urban Sprawl – Promote compact and contiguous development, a mixture of land uses, and discourage urban sprawl.

  The project site is a bifurcated pocket of land that was previously utilized as a golf course. The proposed FLUM amendment and MPD DA amendment ultimately reduce the remaining density of the project area and keep the development compacted minimizing sprawl. Additionally supporting a variety of land uses – residential, stormwater, park land, commercial development support the applicability of this FLUE policy.

  -Policy 1.3.1.3 – The City shall encourage development to locate in the areas where public facilities, infrastructure, and services are available. Where there are deficiencies and where appropriate, the City shall require the developer to provide or extend the facilities as necessary to accommodate development. Applicable impact fees shall be used by the City consistent with State law to offset the costs of the City providing facilities.

The proposed MPD amendment does not expand into areas which are currently not served by public facilities or infrastructure. During the subsequent platting or Technical Site Plan applications, the developer shall be subject to the cost of connecting to municipal services.

Other supporting Comprehensive Plan policies include:

Policy 1.1.2.1 - Permitted uses within a mixed use development shall follow those allowed within the corresponding zoning districts associated with the Future Land Use designation. Deviations from the land development regulation standards may be permissible in order to promote and encourage creatively planned projects and in recognition of special geographical features, environmental conditions, economic issues, or other unique circumstances.

Policy 3.3.2.4 – An analysis of compatibility is required when a new non-residential use is proposed to locate next to existing residential uses. Compatibility analyses during Land Use Amendments, Zoning Amendments, or Site Plan applications may include, but are not limited to, review of the following circumstances and attributes of the new development in comparison to the existing development pattern within a 500 foot vicinity of the parcel boundary of the subject parcel proposed for development or redevelopment:

a. A comparison of lot sizes, intensity, and/or density to understand potential trip generation of the new use.
b. Location in proximity of a collector or arterial roadway, or a transit stop to determine vehicle miles traveled of the new development that may impact existing residential uses.
c. A comparison of the scale of the building envelope(s) including floor area ratio and height.
d. Locations of ingress and egress, and whether or not there are multiple alternate roadways for access to the new development.
e. Hours of operation of a non-residential use.
f. Any creation of noise, smoke, glare, fumes, aromas, or other potential nuisance generating activities.
g. Installation of vegetative buffers, and setback provisions provided with the plan for development.
h. Any nuisance abatement provisions of the new development.

In review of the criteria listed in Policy 3.3.2.4, staff finds that the proposed MPD DA amendment provides a ±20-acre site for COM-2 uses on the western portion of Tract 9. This is adjacent to US Highway 1, and the applicant provides language for emergency access to the residential neighborhood. The height is capped to 35 feet which is the maximum building height of a single-family residence per the LDC, and they propose a 100-foot VPZ with enhanced vegetative screening to the satisfaction of the LUA. The impacts of any potential use will be analyzed during the Technical Site Plan stage for potential incompatibility of hours of operation, and creation of potential nuisance generating activities. The applicant has already requested a site-specific limiting policy capping the maximum trips to what could potentially be constructed under the current MPD DA and FLUM designation. Additionally, Tract 8 is being conveyed to the City for a future City park site. City parks are generally considered compatible with residential development; however, these criteria will be analyzed upon the development of a potential City park in the future.

Staff Finding: Its staff's opinion that the applicant's request is not totally consistent with the following sections of the Unified Land Development Code (LDC):

Section 3.03.04.J.1. *Existing direct golf course views from the rear yards of all existing, platted lots located within any residentially zoned districts directly abutting the site shall be maintained. Peripheral (i.e. side) views from these existing rear yards may be impacted by new development and new development may be visible from existing development.*

Staff finds that the applicant has not provided evidence and reasonable assurances that the existing direct golf course views have been maintained throughout the entire project.

Section 3.03.04.J.2. *Existing golf course views from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical.*

The existing golf course views across a right-of-way or a water body in staff's opinion are not being maintained consistently throughout the entire project. That said, the proposed language in the MPD DA amendment requiring the developer to provide enhanced vegetative screening to the satisfaction of the LUA helps the existing residents from being visually impacted by the proposed developments.

C. The proposed development must not impose a significant financial liability or hardship for the City;

Staff Finding: Potable water and sewer services are available nearby to serve the project. The developer will be required to pay applicable impact fees to ensure that the City does not have a financial liability for the project.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

Staff Finding: The project already has approved residential entitlements to support a total of 272 du on the site. The proposed MPD Amendment reduces the overall density of the project area by reducing the residential entitlements 260 units. At this time 221 residential entitlements have been used. Additionally, it provides land for a public park site, and language to require emergency access to US Highway 1. At this time the proposed amendment does not create by itself an unreasonable hazard; however, during the platting process, City review staff shall evaluate the proposed project to ensure compliance with all applicable code requirements.

E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.

Staff Finding: The subject property will be required to comply with the MPD Development Agreement, City's Land Development Code (LDC), Comprehensive Plan, and the requirements of all other applicable local, state and federal agencies throughout the development process.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.09.04

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.09.04 states: "*The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a master planned development application*":

A. Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.

Staff Finding: The proposed application remains consistent with and will further the goals and objectives of the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

Staff Finding: The development standards in the MPD remain generally consistent with the standards established by the LDC.

C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.

Staff Finding: The proposed changes will not cause the MPD Agreement to further depart from customary standards in the LDC.

D. Compatibility within the development and relationship with surrounding neighborhoods.

Staff Finding: The proposed uses are similar to existing developments. The neighborhood of the Matanzas Woods area includes SFR-1, SFR-2, SFR-3 and MFR-1 zoning districts. The proposed development is compatible with those zoning districts. In addition, a neighborhood park is compatible with the residential uses found in the area. The height limitation on tract 9 and enhanced vegetative buffers within the VPZ areas help to ensure compatibility with the existing neighborhood. Furthermore, staff's VPZ recommendation helps to ensure compatibility with adjacent existing properties.

E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.

Staff Finding: As required by the LDC, future development applications will be analyzed in further detail to determine if there is adequate public infrastructure capacity to serve the development. Other public service needs will also be reviewed in more detail as the development review progresses. For example, future applications for development will require further environmental analysis, utility agreements, coordination with Flagler Schools, etc. before approval. The subject project will be required to pay applicable impact fees to accommodate its impact on the public infrastructure and services.

F. The feasibility and compatibility of development phases to stand as independent developments.

Staff Finding: The developer has not shown any specific phasing of the project. However, various tracts within the MPD are situated where they can adequately be developed independently through the platting process.

G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.

Staff Finding: The applicant previously submitted a Transportation Impact Study when the application was heard in 2021 that demonstrated that all roadways within the study area with the project's traffic included will operate at the City's adopted level of service. This amendment reduces the overall density of the MPD and the applicant has requested a site-specific limiting policy to cap the amount of traffic on Tract 9 to what is currently allowed. The applicant did not provide an updated Transportation Impact Analysis (TIA) with this application after making a request to City Administration, so staff is unable to evaluate the proposed distribution on US Highway 1 for the ±20-acre commercial site. An updated TIA shall be required during the Technical Site Plan stage of Tract 9's commercial development for further review.

H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master Planned Development District classification.

Staff Finding: The MPD DA amendment reduces residential density, provides additional stormwater, a City park site without cost to the City, and commercial uses along US Highway 1's expanding commercial corridor which could ultimately reduce trip ends to other areas of the City when developed. This project is consistent with the requirements of an MPD to provide a public benefit.

I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.

Staff Finding: The request adds more commercially designated land to the City and results in a minor reduction of density of the MPD. The proposed uses are similar to the existing residential neighborhood and do not request a reduction in lot sizes from the existing adjacent neighborhood. The proposed height limitation helps ensure compatibility with the existing residential land uses, and although the VPZ areas are reduces in width from the approved MPD DA, the language for enhanced vegetative screening helps buffer existing land uses from those within the MPD.

J. Impact upon the environment or natural resources.

Staff Finding: The landowners will be required to submit all applicable environmental reports or studies as required by the LDC during subsequent development. These studies will include environmental resource assessments, cultural resources, soil and groundwater analyses, stormwater calculations, floodplain analysis, and threatened and endangered species studies as applicable during the site plan or platting process for any new project within the MPD.

K. Impact on the economy of any affected area.

Staff Finding: The residents that will inhabit these new homes will have a positive impact on State and local income including permit and impact fees, taxes, and other sources. The project will also provide a significant number of constructions jobs, which should have a positive direct and indirect impact on the local economy. Further the applicant's analysis of the commercial development at Tract 9 estimates that ±250,000 gross square feet could be developed which will enhance the City's nonresidential tax base.

PUBLIC PARTICIPATION

The applicant hosted a neighborhood meeting as required by Unified Land Development Code (LDC) Section 2.05.02 at 5:30 p.m. Tuesday April 14th, 2026, in the cafeteria of Indian Trails Middle School. The applicant also met the public notice requirements of LDC Section 2.05.03. The neighborhood meeting had approximately 125 attendees. Applicant submitted documentation summarizing the neighborhood meetings that has been attached to the agenda item.

Prior to the Planning and Land Development Regulation Board (PLDRB) meeting on May 20, 2026, staff was contacted by several members of the public requesting clarifying information pertaining to public hearing dates or to access to application materials, which staff has provided. The applicant has met their public notice requirements.

PLANNING AND LAND DEVELOPMENT REGULATION BOARD MEETING

The PLDRB heard the Comprehensive Plan Amendment, application #5576, and its companion MPD Amendment, application #5575, at their May 20, 2026 meeting.

During the evening, the PLDRB unanimously approved a motion to delay public comment on the Comprehensive Plan Amendment until after the companion MPD Amendment, application #5575, had been presented to the PLDRB as well. 10 members of the public spoke in opposition to the proposed Comprehensive Plan Amendment and MPD Amendment.

The PLDRB voted five to one in favor of recommending approval of the Comprehensive Plan Amendment subject to the concurrent adoption of staff's draft FLUE Policy 1.1.2.5 serving as a site specific limiting policy capping the intensity and density of the 20-acre portion of Tract 9 of the Lakeview Estate MPD.

The PLDRB voted six to zero in favor of recommending denial of the MPD Amendment subject to criteria analysis of LDC Section 2.05.05A finding the application contrary to public interest based on compelling evidence presented by the public during public comment in addition to analysis of LDC Sections 3.03.04.J1 and 3.03.04.J2.

CITY COUNCIL FIRST READ

City Council heard this item at its September 1st meeting, and it was continued until the September 15th meeting. City Council voted to approve the MPD Amendment with a vote of three to one.

Four members of the public spoke at the September 1st meeting, and two members of the public spoke at the September 15th meeting.

RECOMMENDATION

The Planning and Land Development Regulation Board recommends that the City Council finds the proposed MPD Amendment (Application No. 5575) not consistent with the Comprehensive Plan and deny the application.

THE CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

Meeting Date: September 1, 2026
Ordinance Number: 2026-XX
Posted To Webpage: August 19, 2026

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE LAKEVIEW ESTATES MASTER PLAN DEVELOPMENT AGREEMENT, AS ESTABLISHED IN SECTION 2.09 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE, FOR ±280.6 ACRES OF CERTAIN REAL PROPERTY PREVIOUSLY KNOWN AS THE MATANZAS GOLF COURSE AND DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBERS 07-11-31-7037-0RP0A-0002, 07-11-31-7037-0RP0A-0011, AND 07-11-31-7037-0RP0A-0140, GENERALLY LOCATED BETWEEN 0.5 TO 1.25 MILES NORTH OF MATANAZAS WOODS PARKWAY, WEST OF INTERSTATE 95, AND EAST OF US HIGHWAY 1, AND BEING MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT A; MODIFYING PERMITTED USES ON TRACTS: 3, 6, 7, 8, AND 9; CONDITIONALLY PERMITTING RECREATIONAL VEHICLE GARAGES FOR ALL TRACTS; PROVIDING FOR SEVERABILITY, CONFLICTS; AND AN EFFECTIVE DATE.

The sections below <u>are not</u> required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;
__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
__ 5. Emergency ordinances;
__ 6. Ordinances relating to procurement; or
X 7. Ordinances enacted to implement the following:

a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;
b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the city;
__ c. Sections 190.005 and 190.046;
__ d. Section 553.73, relating to the Florida Building Code; or
__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

This ordinance implemented to amend development agreements relating to the subject parcels has been initiated from a private party other than the City, and therefore exempt from addressing the following sections.

ECONOMIC IMPACT ON BUSINESS

a. Estimated number of businesses impacted: Not applicable.

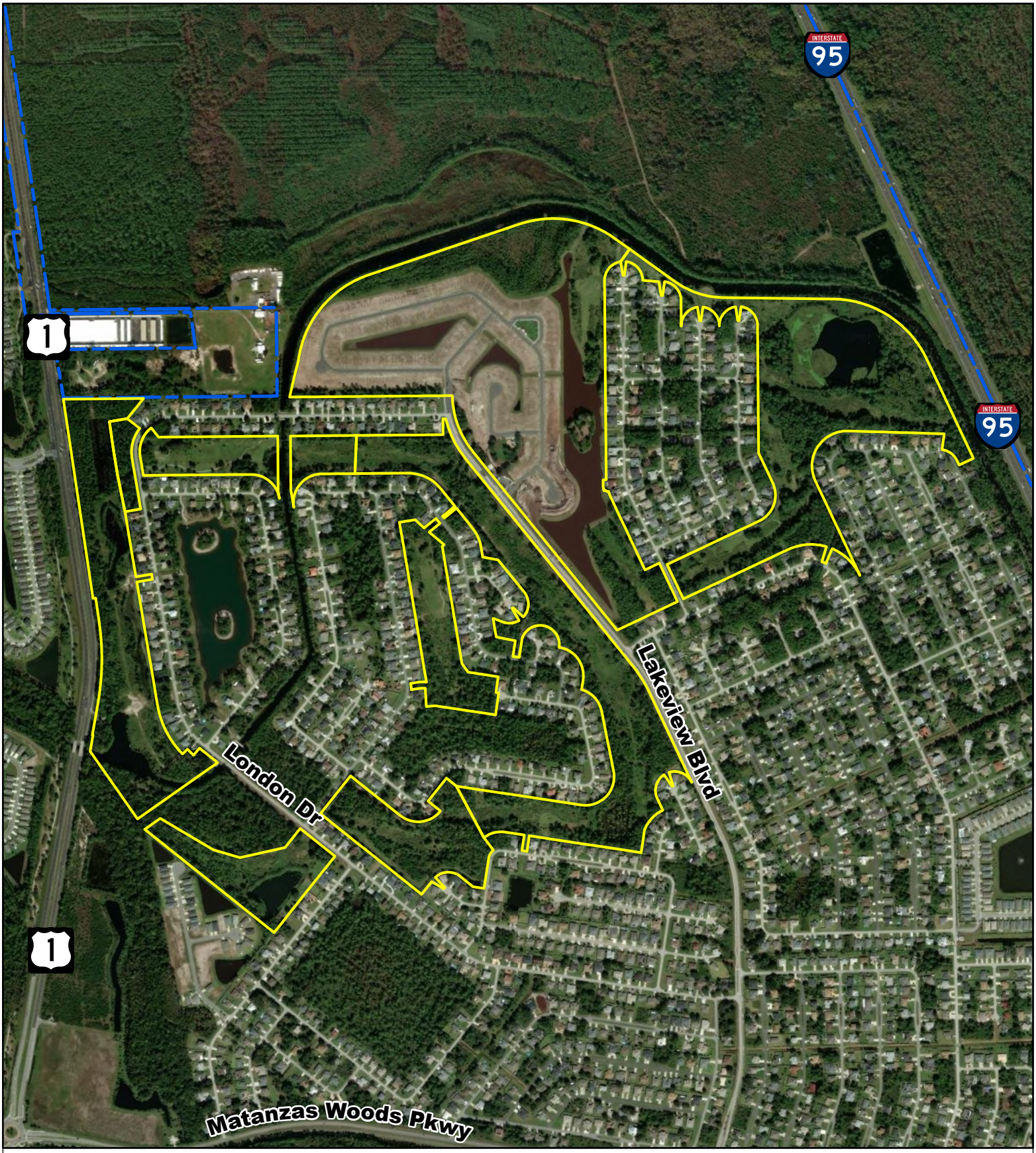
b. Types of businesses affected: Not applicable.

Estimated direct economic impact: Not applicable.

Negative impact: Not applicable.

Compliance Costs: Not applicable.

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Close Up Aerial

Palm Coast City Limits

Subject Properties

N
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0 1,000 Feet

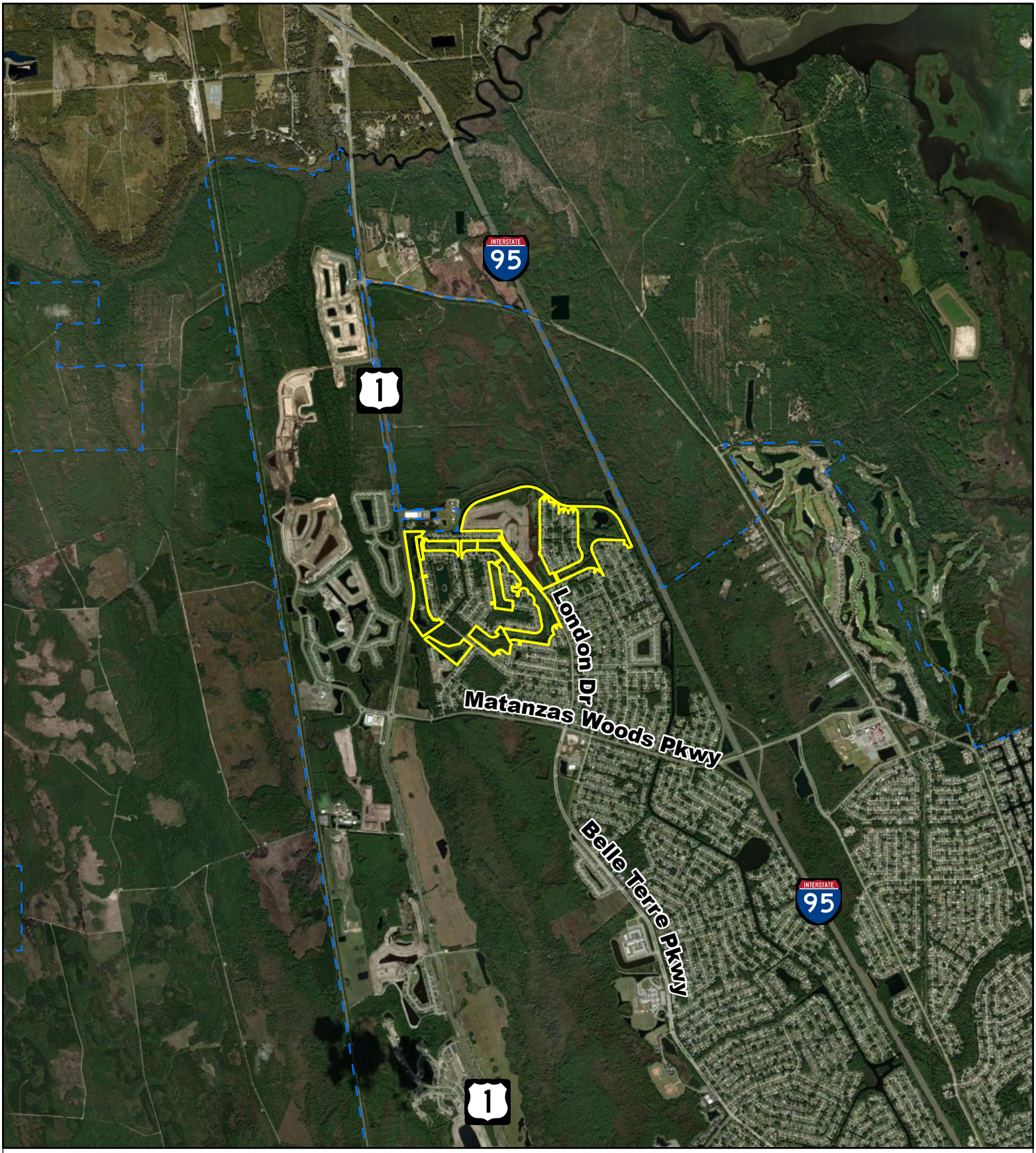
CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

Date: 4/24/2026

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Distant Aerial

Palm Coast City Limits

Subject Property

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CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

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Future Land Use Map

Palm Coast City Limits
Subject Properties

Palm Coast FLUM
Canals

Conservation
DRI-Mixed Use
Greenbelt
Institutional
Mixed Use

Residential
AGRICULTURE & TIMBERLANDS, Annexed Area, Flagler County FLUM adopted

Unincorporated Flagler Future Land Use
AGRICULTURE & TIMBERLANDS
CONSERVATION

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PALM COAST
INCORPORATED 1999

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Proposed Future Land Use Map

Palm Coast City Limits
Subject Properties

Palm Coast FLUM
Canals
Conservation
DRI-Mixed Use
Greenbelt
Institutional
Mixed Use
Residential
AGRICULTURE & TIMBERLANDS, Annexed Area, Flagler County FLUM adopted

Unincorporated Flagler Future Land Use
AGRICULTURE & TIMBERLANDS
CONSERVATION

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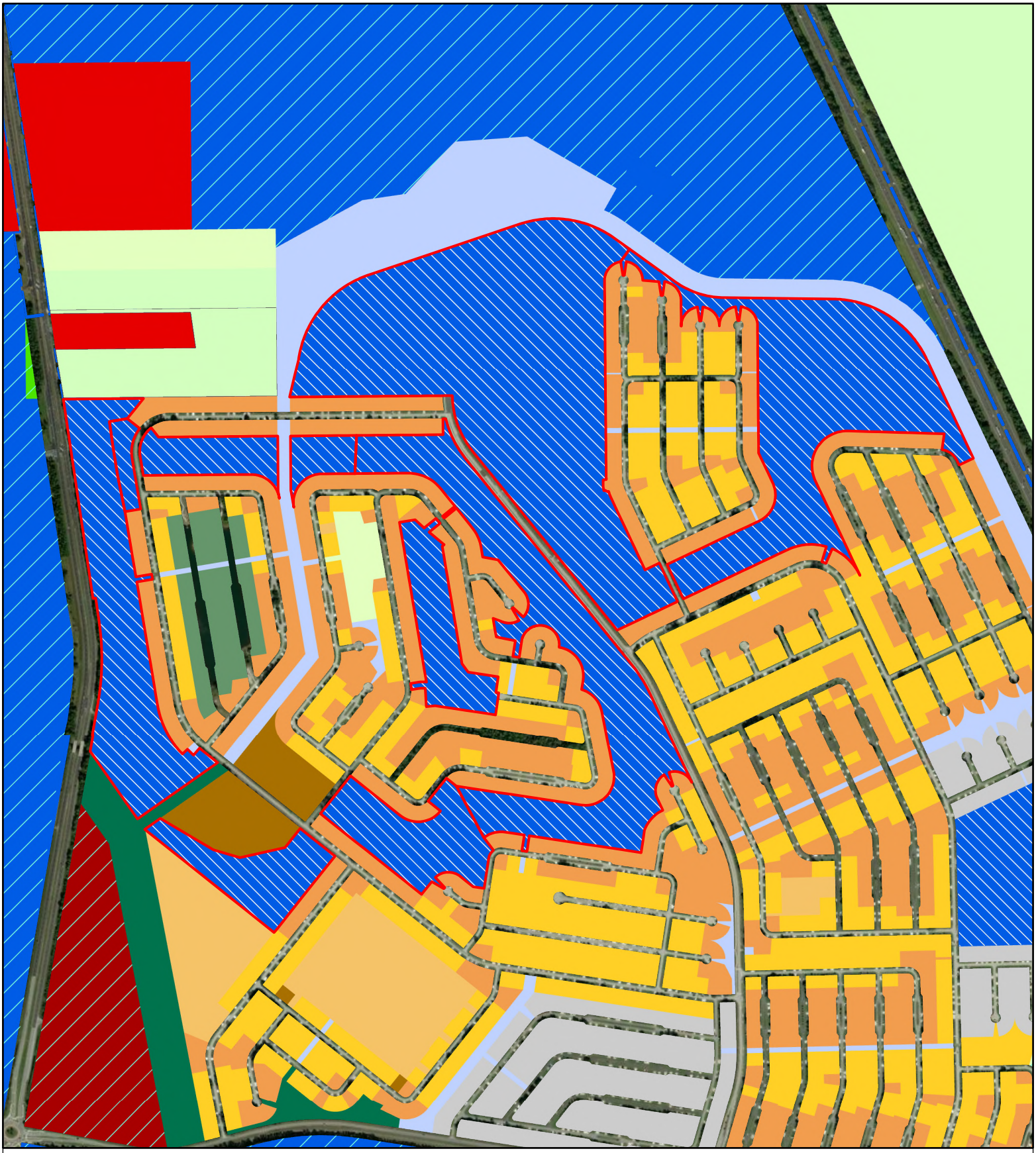
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PALM COAST
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Document Path: H:\7.0 GIS\3.0 Projects\Michael Hanson\Lakeview Estates MPD\Working\Working.aprx



Zoning Map

- Palm Coast City Limits
- Subject Properties

Palm Coast Zoning Districts

- AGR
- COM-2
- COM-3
- DPX
- EST-1
- EST-2
- MFR-1
- P & G
- PRS
- PSP
- SFR-1
- SFR-2
- SFR-3
- MPD, MPD post 11-16-08 designation
- MPD, MPD pre 11-16-08 designation

Unincorporated Flagler Zoning

- AC

N W E S

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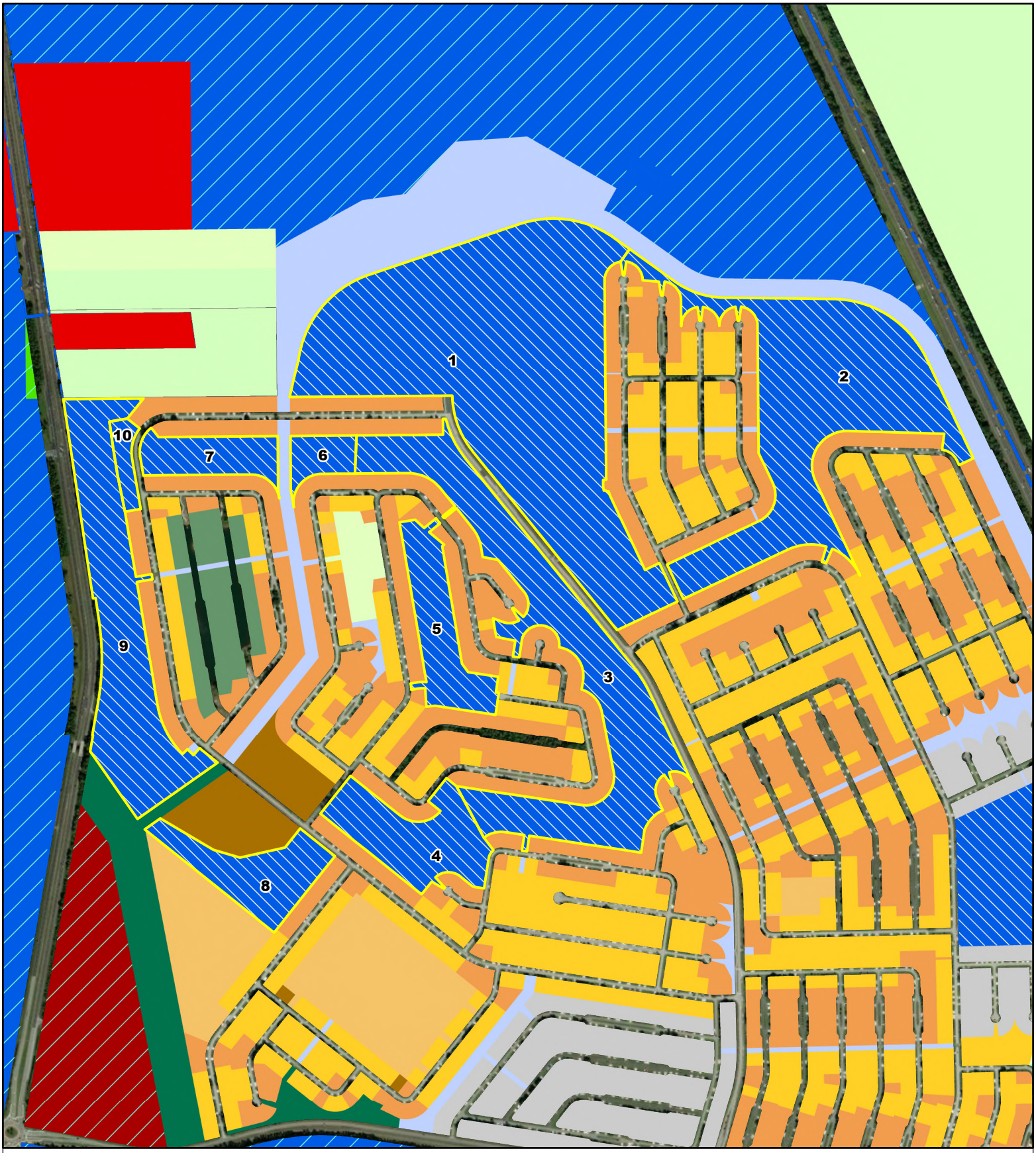
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Map Provided by the Planning Division

Date: 4/24/2026

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Zoning Map

Palm Coast City Limits
Subject Property

Palm Coast Zoning Districts
AGR
COM-2
COM-3
DPX
EST-1
EST-2
MFR-1
P & G
PRS
PSP
SFR-1
SFR-2
SFR-3
MPD, MPD post 11-16-08 designation
MPD, MPD pre 11-16-08 designation

Unincorporated Flagler Zoning
AC

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CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

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Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal
Kareen Movsesyan
Jared T. Trent
Sydney L. Nix
Eric R. Sloan, *of-counsel*
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CHIUMENTO LAW

145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

October 23, 2023

City of Palm Coast
Attn: Ray Tyner
160 Lake Avenue
Palm Coast, FL 32164

RE: City of Palm Coast Park Dedication / Lakeview Estates Amendment

Dear Mr. Tyner:

It has been a pleasure to work with the City in its efforts to provide a community park for the Matanzas Woods neighborhood. We reviewed the City's updated parks plan as provided in the P.O.P Report and agree that a park for the residents in this part of the City is long overdue. Therefore, my client is willing to give lands to the City for purposes of community park.

In this light, please find enclosed applications to (i) amend the Comprehensive Plan designation for a portion of the Owner's property and (ii) rezone portions of the property to provide for the donation of +/- 11 ac of land to the City for the community park and additional lands to be developed. Note however, that these applications do not provide for any new residential development rights. The maximum residential development is actually decreased from the present MPD Agreement.

Rezoning Application

The enclosed application requests an Amendment to the MPD Agreement. Rather than provide an amended and restated agreement, the application provides a simple amendment focusing on the specific changes. We have included a redline version for your convenience to show the proposed changes. In general, the proposed amendment (i) reduces the number of residential units to be developed on the property from 268 to 260; (2) broadens the commercial uses on Tract 9, (iii) conveys an +/- 11acres of land to the City for a community park, and (iv) allows residential development on other areas of the property.

These proposed changes remain consistent with the City's comprehensive plan and other land development regulations. We will provide a consistency analysis under separate cover in the next week or so. The proposed changes serve a public purpose in that the community requested a

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community park in this area as provided in the P.O.P Report. We look forward to your comments and hope to placed on the December Planning Board agenda.

Comprehensive Plan Amendment

Also enclosed is an application to amend the Comprehensive Plan designation on a portion of the Property. Specifically, Tract #9 is located on U.S.1 adjacent to the entrance of 1500 units subdivision commonly known as Sawmill Creek. Presently, Tract #9 allows for the development of non-residential uses. The proposed amendment request that the Land Use designation be changed from Greenbelt to Mixed Use to allow for a broader range of commercial uses on that Tract. The goal and objective is to promote economic development and jobs in this area of Palm Coast, increase the commercially zone property in an attempt to balance the community's tax base, and (iii) provide residents in this area with local commercial opportunities minimizing their trip lengths which adversely impact other City roadways such as Palm Coast Parkway.

Conclusion

We appreciate the opportunity to work with the City in its efforts to provide the citizens a community park. We too believe a park in this area of Palm Coast is benefit for the residents in the Matanzas Woods neighborhood. From a planning perspective, this application will not only benefit those residents but will also benefit all the residents in the northeast portion of the City by providing parks, recreation, shopping opportunities for them while lessening traffic impacts on other City roads.

Once you have had an opportunity to review these applications, we respectfully request a meeting to discuss your questions concerns and changes.

Sincerely,

Michael D. Chiumento III
Attorney
MDC/cm

Enclosures

GENERAL - APPLICATION

DATE	10/23/2023
APPLICATION TYPE	REZONING MASTER PLANNED DEVELOPMENT

PROJECT NAME	Lakeview Estates				
LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS)	398 LAKEVIEW BLVD PALM COAST FL 32164				
PROPERTY APPRAISER'S PARCEL NUMBER	07-11-31-7037-0RP0A-0002				
LEGAL DESCRIPTION	277.40 ACRES ALL OF RESERVE PARCELS, A,B,C,D,E & PT OF VACATED PC SEC 38, OR 47 PG 273 & PT OF VACATED PC SEC 37,OR 538 PG 1611 (EX .0626 AC OF RP E,OR 479/577) OR 550 PG 1626(MATANZAS				
SUBDIVISION NAME	SECTION 37-LAKEVIEW				
SECTION	07	BLOCK	0RP0A	LOT	0002
PROPERTY ACRES	132.46	PROPERTY SQ FT	5769958		
FUTURE LAND USE MAP DESIGNATION	GREENBELT	EXISTING ZONE DISTRICT	MPD		
OVERLAY DISTRICT					
COMMUNITY PANEL NUMBER	120684	MAP PANEL DATE	06/06/2018		
FLOOD ZONE	A				
PRESENT USE OF PROPERTY	MASTER PLANNED DEVELOPMENT				

DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS)

Amendment to MPD

PROPOSED NUMBER OF LOTS		IS THERE EXISTING MORTGAGE?	No

OWNER	APPLICANT / AGENT
Name: MATANZAS GC PALM COAST LLC	Name: MICHAEL D. CHIUMENTO III
Mailing Address: UNIT 1111 200 OCEAN CREST DRIVE PALM COAST, FL 32137	Mailing Address: 145 CITY PLACE SUITE 301 PALM COAST, FL 32164
Phone Number: (386) 445-8900	Phone Number: (386) 445-8900
E-mail Address: MICHAEL3@LEGALTEAMFORLIFE.COM	E-mail Address: CMCNEIL@LEGALTEAMFORLIFE.COM
MORTGAGE HOLDER	**ENGINEER OR PROFESSIONAL**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
ARCHITECT	**TRAFFIC ENGINEER**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
SURVEYOR	**LANDSCAPE ARCHITECT**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
ATTORNEY	
Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

APPLICANT / OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning

APPLICANT / OWNER'S ELECTRONIC SUBMISSION STATEMENT: Under penalty of perjury, I declare that all the information contained in this development application is true and correct. By signing this Electronic Submission Form, I consent to use electronic communications, electronic records, and electronic signatures rather than paper documents for the form(s) provided on this web site. I understand that my electronic signature is legally binding, as stated by 2016 Florida Statutes Title XXXIX Chapter 668 Section 50

Signature of Property Owner or Applicant

MICHAEL CHIUMENTO

GENERAL APPLICATION: ☐ Rezoning ☐ Special Exception
☐ Nonstatutory Land Division/Parcel Reconfiguration ☐ Vacating Plat
☐ Subdivision Master Plan ☐ Preliminary Plat ☐ Final Plat
☐ Master Site Plan ☐ Nonresidential Controlling Master Site Plan
☐ Technical Site Plan ☐ Site Plan Addition ☐ Development Order Modification
☐ Variance ☐ Parking Flexibility
☐ Wireless Communication Facility (new structure)

CD Plus Application #: _____ Application Submittal Date: _____
Fee Paid: $_____ Date of Acceptance: _____
Employee Name Accepting Application (print name): _____
Rejected on _____ Rejected by: _____
Reason for Rejection: _____

A. PROJECT NAME: Lakeview Estates

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): 398 Lakeview Blvd., Palm Coast, FL 32137

C. PROPERTY APPRAISER'S PARCEL NUMBER(s): 07-11-31-7037-0RP0A-0002, 07-11-31-7037-0RP0A-0140
07-11-31-7037-0RP0A-0011

D. LEGAL DESCRIPTION: _____ Subdivision Name; ____ Section; _____ Block; _____ Lot
See attached Exhibit "A"

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: _____

F. FUTURE LAND USE MAP DESIGNATION: Greenbelt EXISTING ZONING DISTRICT: MPD

OVERLAY DISTRICT: _____

G. FLOOD ZONE: _____ COMMUNITY PANEL NUMBER: _____ DATE: _____

H. PRESENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS):
Amend MPD Agreement

J. PROPOSED NUMBER OF LOTS: Addition of 3 lots

K. CHECK APPROPRIATE BOX FOR SITE PLAN:

☒ Tier 1 (up to 40,000 sq. ft. / 40 units)

☐ Tier 2 (up to 100,000 sq. ft. / 100 units)

☐ Tier 3 (exceeding 100,000 sq. ft. / 100 units)

L. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:
Comp Plan Amendment

M. WATER/SEWER PROVIDER: To be provided by City of Palm Coast

N. IS THERE AN EXISTING MORTGAGE? ☐ Yes ☒ No

10/23/2023 02:24 pm IP:[10.10.250.10] Packet No: 91816

OWNER:	APPLICANT / AGENT:
Name: Matanzas GC Palm Coast, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 9401 W. Colonial Drive, Unit 728 Ocoee, FL 34761	Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164
Phone Number:	Phone Number: michael3@legalteamforlife.com
E-mail Address:	E-mail Address: 386-445-8900 ext 102

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY:	DEVELOPER OR DOCKMASTER:
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164	Mailing Address:
Phone Number: 386-445-8900 ext 102	Phone Number:
E-mail Address: michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:
Signature of owner OR person authorized to represent this application

Signature(s) _____

Printed or typed name(s): Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC

NOTARY: This instrument was acknowledged before me on this 3rd **day of** October, **20** 23 **by**

Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC **who is/are personally known to me, or who has/have produced**

_____ **as identification.** (SEAL)

CAROLINE MONEIL
MY COMMISSION # HH 023447
EXPIRES: October 6, 2024
Bonded Thru Notary Public Underwriters

_____
Signature of Notary Public, State of Florida

Property Owner Letter of Authorization

****************IF APPLICANT IS NOT THE PROPERTY OWNER**************

Dear Planning Manager,

I / We, Matanzas GC Palm Coast, LLC, a Florida limited liability company

(**All** property owners)

being the current property owner(s) of the property legally described as Parcel Number(s)

07-11-31-7037-0RP0A-0002, 07-11-31-7037-0RP0A-0011, 07-11-31-7037-0RP0A-0140

and also described as Subdivision Matanzas Golf Course/Lakeview Estates,

Section_____, Block _____, Lot _____, OR

Street Address or Physical Location:
398 Lakeview Blvd., Palm Coast, FL 32137

Do hereby designate and authorize

Michael D. Chiumento III, Esq.

(name of agent / applicant)

representing Matanzas GC Palm Coast, LLC

(Individual or Corporate Name)

to sign on my/our behalf, as my/our agent to submit an application for a

Rezoning & Comprehensive Plan Amendment

(type of application)

for the property described above.

Signature of property owner

Alexander Ustilovsky, Manager, Matanzas GC Palm Coast, LLC

Print name

Signature of property owner

Print name

NOTARY: This instrument was acknowledged before me on this 3rd **day of** October, **20**23 **by** Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC **who is/are personally known to me, or who has/have produced** _____ **as identification.**

CAROLINE MCNEIL
MY COMMISSION # HH 023447
EXPIRES: October 6, 2024
Bonded Thru Notary Public Underwriters

(SEAL)

Signature of Notary Public, State of Florida

AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF FLORIDA

COUNTY OF FLAGLER

COMES NOW, Alexander Ustilovsky, being first duly sworn, who deposes and says:

(1) That he/she is the Manager, an officer of Matanzas GC Palm Coast, LLC corporation existing under the laws of the State of Florida.

(2) That he/she is authorized to execute the following deeds or instruments on behalf of the above named corporation: Rezoning Application & Comp Plan Amendment Application relating to the following described real property:

See attached Exhibit "A"

(3) That this affidavit is made to induce the City of Palm Coast to accept the above described property.

Signature of owner OR person authorized to represent this application

Alexander Ustilovsky

Signature

Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC

Print name

Signature

Print name

NOTARY: This instrument was acknowledged before me on this 3rd **day of** October, **20**23 **by** Alexander Ustilovsky, as Manager of Matanzas GC Palm Coast, LLC **who is/are personally known to me, or who has/have produced** _____ **as identification.**

(SEAL)

Caroline McNeil

Signature of Notary Public, State of Florida

CAROLINE MCNEIL
MY COMMISSION # HH 023447
EXPIRES: October 6, 2024
Bonded Thru Notary Public Underwriters

AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF FLORIDA

COUNTY OF FLAGLER

COMES NOW, Alexander Ustilovsky, being first duly sworn, who deposes and says:

(1) That he/she is the Manager, an officer of Matanzas GC Palm Coast, LLC corporation existing under the laws of the State of Florida.

(2) That he/she is authorized to execute the following deeds or instruments on behalf of the above named corporation: Rezoning Application & Comp Plan Amendment Application relating to the following described real property:

See attached Exhibit "A"

(3) That this affidavit is made to induce the City of Palm Coast to accept the above described property.

Signature of owner OR person authorized to represent this application

Alexander Ustilovsky

Signature

Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC

Print name

Signature

Print name

NOTARY: This instrument was acknowledged before me on this 3rd **day of** October, **20**23 **by** Alexander Ustilovsky, as Manager of Matanzas GC Palm Coast, LLC **who is/are personally known to me, or who has/have produced** _____ **as identification.**

(SEAL)

Caroline McNeil

Signature of Notary Public, State of Florida

CAROLINE MCNEIL
MY COMMISSION # HH 023447
EXPIRES: October 6, 2024
Bonded Thru Notary Public Underwriters

10/23/2023 02:21 pm IP:[10.10.250.10] Packet No: 91816

Property Owner Letter of Authorization

**********IF APPLICANT IS NOT THE PROPERTY OWNER**********

Dear Planning Manager,

I / We, Matanzas GC Palm Coast, LLC, a Florida limited liability company

(**All** property owners)

being the current property owner(s) of the property legally described as Parcel Number(s)

07-11-31-7037-0RP0A-0002, 07-11-31-7037-0RP0A-0011, 07-11-31-7037-0RP0A-0140

and also described as Subdivision Matanzas Golf Course/Lakeview Estates,

Section_____, Block _____, Lot _____, OR

Street Address or Physical Location:
398 Lakeview Blvd., Palm Coast, FL 32137

Do hereby designate and authorize

Michael D. Chiumento III, Esq.

(name of agent / applicant)

representing Matanzas GC Palm Coast, LLC

(Individual or Corporate Name)

to sign on my/our behalf, as my/our agent to submit an application for a

Rezoning & Comprehensive Plan Amendment

(type of application)

for the property described above.

Signature of property owner

Alexander Ustilovsky, Manager, Matanzas GC Palm Coast, LLC

Print name

Signature of property owner

Print name

NOTARY: This instrument was acknowledged before me on this 3rd **day of** October, **20**23 **by** Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC **who is/are personally known to me, or who has/have produced** _____ **as identification.**

CAROLINE MCNEIL
MY COMMISSION # HH 023447
EXPIRES: October 6, 2024
Bonded Thru Notary Public Underwriters

(SEAL)

Signature of Notary Public, State of Florida

10/23/2023 02:21 pm IP:[10.10.250.10] Packet No: 91816

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal
Kareen Movsesyan
Jared T. Trent
Sydney L. Nix
Eric R. Sloan, *of-counsel*
Andrew C. Grant, *of-counsel*
Tom Pycraft, of-counsel

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com

CHIUMENTO LAW

145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

April 1, 2024

City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Attn: Ray Tyner

RE: Matanzas Golf Course

Dear Mr. Tyner:

I have examined the title with respect to the property described in Exhibit A attached hereto and made part hereof. Based upon my examination of the title search, it is my legal opinion that as of **March 18, 2024**, that fee simple title to the property is vested in **MATANZAS GC PALM COAST, LLC, a Florida limited liability company.** subject to the following matters:

1. All matters as shown on the plat of Lakeview-Section 37 Palm Coast Park at Palm Coast, a subdivision recorded in Plat Book 13, pages 1 through 29, inclusive, of the Public Records of Flagler County, Florida.

2. Covenants and Restrictions recorded in Official Records Book 47, page 295 and amended in Official Records Book 48, page 225, Official Records Book 76, page 267, Official Records Book 81, page 560, Official Records Book 95, page 254, Official Records Book 100, page 9, Official Records Book 119, page 641, Official Records Book 218, page 594 and amended in Official Records Book 278, page 447, Public Records of Flagler County, Florida.

3. Agreement between Palm Coast Utility Corporation and Sunsport Recreation, Inc. recorded in Official Records Book 283, Page 396, Public Records of Flagler County, Florida.

4. Agreement between Palm Coast Utility Corporation and Sunsport Recreation, Inc. recorded in Official Records Book 293, Page 871, Public Records of Flagler County, Florida.

5. Agreement between Palm Coast Utility Corporation and Sunsport Recreation, Inc. recorded in Official Records Book 293, Page 875, Public Records of Flagler County, Florida.

6. Drainage Easement recorded in Official Records Book 549, page 991, Assignment of Reserved Rights recorded in Official Records Book 602, page 53 and Amendment to Drainage Easement to add Additional Lands recorded in Official Records Book 1680, page 1751, Public Records of Flagler County, Florida.

7. Declaration of Restrictive Covenants and Easements recorded in Official Records Book 550, Page 1568, Public Records of Flagler County, Florida.

8. Terms and conditions of the Access Easement Agreement in favor of Commonwealth Palm Coast Corporation recorded in Official Records Book 550, Page 1682, assigned to The Grand Club, LLC, by Assignment of Access Easements recorded in Official Records Book 1118, page 859, Public Records of Flagler County, Florida.

9. Access Easement Agreement in favor of Commonwealth Palm Coast Corporation recorded in Official Records Book 550, Page 1688, assigned to The Grand Club, LLC, by Assignment of Access Easements recorded in Official Records Book 1118, page 859, Public Records of Flagler County, Florida.

10. Drainage Easement Agreement in favor of Palm Coast Community Service Corporation recorded in Official Records Book 550, Page 1750 together with the Amendment to Drainage Easement to add Additional Lands recorded in Official Records Book 1680, page 1681, Public Records of Flagler County, Florida.

11. Declaration of Covenants recorded In Official Records Book 1118, page 868, Public Records of Flagler County, Florida.

12. Easement Agreement for Utilities recorded In Official Records Book 1579, page 472, Public Records of Flagler County, Florida.

13. Development Order(s) recorded in Official Records Book 1599, page 511 and Official Records Book 1615, page 638, Public Records of Flagler County, Florida.

14. Lease and Access Agreement dated March 1, 2008 by and between The Grand Club, LLC, (Landlord) and Palm Coast Outdoor, Inc. (Tenant) together with First Amendment dated October 8, 2008 and Second Amendment dated February 25, 2011 as evidenced by the Memorandum of Lease recorded In Official Records Book 1807, page 683 and Assignment and Assumption of Lease Agreement recorded in Official Records Book 1814, page 159, Public Records of Flagler County, Florida.

15. Lease Agreement dated February 20, 2014 as evidenced by the Lease Memorandum recorded In Official Records Book 1999, Page 1476 and Assignment and Assumption of Lease Agreement recorded in O.R. Book 2354, Page 1621, Public Records of Flagler County, Florida. Seller's Certificate recorded in O.R. Book 2354, Page 1051, Public Records of Flagler County, Florida.

16. Lakeview Estates Master Plan Development Agreement between City of Palm Coast, a Florida municipal corporation and Matanzas GC Palm Coast, LLC, a Florida limited liability company as recorded in O.R. Book 2530, Page 1215, Public Records of Flagler County, Florida.

17. City of Palm Coast Development Order approval for Lakeview Estates Tract 1 Subdivision Master Plan recorded in O.R. Book 2647, Page 1522, Public Records of Flagler County, Florida.

18. City of Palm Coast Subdivision Preliminary Plat Development Order approval for Lakeview Estates Tract 1 recorded in O.R. Book 2756, Page 793, Public Records of Flagler County, Florida.

19. Lakeview Estates Master Plan Development Agreement between City of Palm Coast, a Florida municipal corporation and Matanzas GC Palm Coast, LLC, a Florida limited liability company as recorded in O.R. Book 2530, Page 1215, Public Records of Flagler County, Florida.

Sincerely yours,

Michael D. Chiumento III
MC/cm

EXHIBIT "A"

MATANZAS WOODS GOLF COURSE:

Reserved Parcel "A", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northeast corner of Block 165 of said Plat of Lakeview; thence North 89°30'56" East 21.68 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 349.56 feet, a radius of 800.00 feet, a central angle of 25°02'07" and a chord bearing South 26°22'21" East, 346.78 feet to a point of tangency; thence South 38°53'25" East 2087.61 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 266.63 feet, a radius of 1120.00 feet, a central angle of 13°38'23" and a chord bearing South 32°04'13" East, 265.99 feet to a point of tangency; thence South 25°15'02" East 772.55 feet to a point of cusp; thence northwesterly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 66°04'26" West 196.12 feet to a point; thence South 16°53'50" East 110.00 feet to a point on a curve; thence westerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing South 64°44'57" West 11.62 feet to a point; thence North 33°36'15" West 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 15°34'21" West 196.12 feet to a point of tangency; thence South 25°15'02" East 100.25 feet to a point on a curve; thence southwesterly along a curve to the left having an arc length of 217.30 feet, a radius of 280.98 feet, a central angle of 44°18'38" and a chord bearing South 42°35'39" West 211.92 feet to a point of tangency; thence South 08°35'49" West 179.39 feet; thence North 81°24'11" West 913.66 feet; thence South 08°35'49" West 125.00 feet; thence North 81°24'11" West 40.00 feet; thence North 08°35'49" East 125.00 feet; thence North 81°24'11" West 125.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 180.00 feet, a radius of 225.00 feet, a central angle of 45°50'12" and a chord bearing South 75°40'43" West,175.24 feet to a point; thence South 37°14'23" East, 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 77.08 feet, a radius of 100.00 feet, a central angle of 44°09'48" and a chord bearing South 30°40'43" West 75.19 feet to a point of tangency; thence South 08°35'49" West, 237.34 feet; thence North 81°24'11" West 87.50 feet; thence North 51°24'11" West 130.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 87°46'25" West,196.12 feet to a point; thence South 43°02'58" East 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'26" and a chord bearing South 38°35'49" West 11.62 feet to a point; thence North 59°45'24" West 110.00 feet; thence South 38°35"49" West 128.21 feet; thence North 51°24'11" West 1018.03 feet; thence North 38°35'49" East 380.00 feet; thence South 51°24'11" East 500.00 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00, a central angle of 90°00'00" and a chord bearing North 83°35'49" East, 318.20 feet to a point; thence North 51°24'11" West 125.00 feet; thence North 38°35"49" East 230.92 feet; thence South 51°24'11" East 100.00 feet; thence South 81°24'11" East 993.30 feet to a point of

curvature; thence northeasterly along a curve to the left having an arc length of 431.48 feet, a radius of 225.00 feet, a central angle of 109°52'35" and a chord bearing North 43°39'32" East, 368.34 feet to a point of tangency; thence North 11°16'46" West 478.51 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 245.29 feet, a radius of 225.00 feet, a central angle of 62°27'41" and a chord bearing North 42°30'36" West, 233.32 feet to a point; thence North 08°35'49" East 77.01 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing North 36°24'11" West 318.20 feet to a point; thence westerly along a curve to the left having an arc length of 446.47 feet, a radius of 150.00 feet, a central angle of 170°32'16" and a chord bearing North 76°40'19" West 298.98 feet to a point of tangency; thence South 08°35'49" West 149.66 feet; thence North 81°24'11" West 50.00 feet; thence North 08°35'49" East 125.00 feet; thence North 78°43'26" West 153.29 feet; thence North 09°33'43" West 148.11 feet; thence South 69°50'14" East 67.79 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 146.25 feet, a radius of 150.00 feet, a central angle of 55°51'48" and a chord bearing North 87°23'42" East,140.53 feet to a point; thence North 30°32'12" West 110.00 feet to a point on a curve; thence northeasterly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 51°06'35" East 11.62 feet to a point; thence South 47°14'37" East 110.00 feet to a point on a curve; thence northerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'48" and a chord bearing North 01°55'59" East 196.12 feet to a point of tangency; thence North 38°53'25" West 326.21 feet; thence North 80°07'23" West 122.65 feet; thence North 09°33'42" West 80.00 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 166.36 feet, a radius of 325.00 feet, a central angle of 29°19'42" and a chord bearing North 24°13'34" West,164.55 feet to a point of tangency; thence North 38°53'25" West 200.00 feet; thence South 51°06'35" West 125.00 feet; thence North 38°53'25" West 20.00 feet; thence North 51°06'35" East 125.00 feet; thence North 38°53'25" West 178.81 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 292.66 feet, a radius of 325.00 feet, a central angle of 51°35'39" and a chord bearing North 64°41'14" West, 282.87 feet to a point of tangency; thence South 89°30'56" West 678.94 feet to a point of curvature; thence southwesterly along a curve to the left having an arc length of 389.08 feet, a radius of 225.00 feet, a central angle of 99°04'39" and a chord bearing South 39°58'37" West, 342.38 feet to a point of cusp; thence North 09°33'43" West 137.22 feet; thence North 00°29'04" West 425.00 feet; thence North 89°30'56" East 1200.00 feet; thence North 00°29'04" West 125.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "C", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northwest corner of said Reserved Parcel "C"; thence North 89°26'28" East 630.08 feet; thence South 38°43'02" West 202.91 feet; thence South 51°40'07" East 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 250.77 feet, a radius of 300.00 feet; a central angle of 47°53'36" and a chord bearing South 14°23'05" West 243.53 feet to a point of tangency; thence South

09°33'43" East 403.87 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 520.00 feet, thence North 80°26'17" East 125.00 feet; thence South 09°33'43" East 40.00 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 980.61 feet to a point of curvature; thence southerly along a curve to the left having an arc length of 441.04 feet, a radius of 725.00 feet, a central angle of 34°51'17" and a chord bearing South 26°59'21" East, 434.27 feet to a point; thence North 45°35'00" East 55.00 feet; thence South 44°25'00" East 67.22 feet; thence North 39°51'14" East 73.36 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 13.16 feet, a radius of 600.00 feet; a central angle of 01°15'25" and a chord bearing South 50°46'29" East 13.16 feet to a point of tangency; thence South 51°24'11" East 170.76 feet; thence South 54°59'31" West 770.58 feet; thence North 35°00'29" West 649.53 feet to a point on the east right of way line of U.S. Highway No.1; thence northerly along said right of way line of the following six courses; run North 09°59'31" East 128.08 feet; thence South 89°43'01" West 5.08 feet; thence North 09°59'31" East 253.32 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 655.06 feet, a radius of 2030.05 feet, a central angle of 18°29'18" and a chord bearing North 00°44'52" East, 652.23 feet to a point of tangency; thence North 08°29'47" West 179.58 feet; thence South 81°30'12" West 20.00 feet; thence North 08°29'47" West 1583.88 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "D" Lake View - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most northerly corner of said Reserved Parcel "D"; thence South 38'53'28" East 93.32 feet; thence North 89°30'56" East 936.80 feet; thence South 00°29'04" East 432.94 feet; thence South 09°33'42" East 57.28 feet to a cusp point; thence northwesterly along a curve to the left having an arc length of 317.78 feet, a radius of 225.00 feet; a central angle of 80°55'21" and a chord bearing North 50°01'23" West 292.02 feet to a point of tangency; thence South 89°30'56" West 846.10 feet; thence North 09°33'43" West 149.00 feet to a point of curvature; thence northerly along a curve to the right having an arc length of 254.23 feet, a radius of 240.00 feet, a central angle of 60°41'38" and a chord bearing North 20°47'06" East, 242.51 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most southerly corner at said Reserved Parcel "E"; thence North 64°44'58" East 526.36 feet; thence North 25°15'02" West 335.20 feet; thence South 64°44'58" West 125.00 feet; thence North 25°15'02" West 620.00 feet to a point of curvature; thence northwesterly along a curve to the right having an arc length of 60.46 feet, a radius of 425.00 feet, a central angle of 08°09'02" and a chord bearing North 21°10'31" West, 60.41 feet to the southeasterly corner of a parcel described in Official Records Book 492, pages 936-939; thence northerly along the boundary of said parcel described in Official Records Book 492, pages 936-939 for the following five courses; thence South 72°54'00"

West 10.00 feet; thence North 53°38'13" West 20.65 feet; thence South 05°01'26" West 11.50 feet; thence North 10°42'21" West 31.82 feet; thence North 01°05'36" East 53.63 feet; thence North 85°41'45" East 24.67 feet to the boundary of above said Reserved Parcel "2", being a point on a curve; thence northerly along a curve to the right having an arc length of 28.33 feet, a radius of 425.00 feet; a central angle of 03°49'11" and a chord bearing North 02°23'39" West 28.33 feet to a point of tangency; thence North 00°29'04" West 1536.30 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point; thence South 85°19'06" East 128.73 feet; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 202.47 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 1003.67 feet; thence South 25°15'02" East 260.04 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 19°44'58" West, 318.20 feet to a point of tangency; thence South 64°44'58" West 800.00 feet; thence South 25°15'02" East 300.00 feet; thence North 64°44'58" East 910.00 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'11" and a chord bearing North 85°37'33" East, 302.90 feet to a point; thence South 16°30'09" West 125.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 34.00 feet, a radius of 300.00 feet, a central angle of 06°29'36" and a chord bearing South 70°15'03" East 33.98 feet to a point; thence North 22°59'45" East 125.00 feet

to a point on a curve; thence southeasterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'13" and a chord bearing South 46°07'39" East 302.91 feet to a point of cusp; thence North 25°15'02" West 822.28 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 561.16 feet, a radius of 275.00 feet, a central angle of 116°54'59" and a chord bearing North 33°12'28" East, 468.74 feet to a point of tangency; thence South 88°20'03" East 756.56 feet; thence South 07°23'44" West 126.38 feet to a point of on a curve; thence easterly along a curve to the right having an arc length of 150.15 feet, a radius of 150.00 feet, a central angle of 57°21'14" and a chord bearing South 53°55'39" East 143.96 feet to a point of tangency; thence South 25°15'02" East 40.00 feet; thence North 64°44'58" East 125.00 feet to the easterly line of Belle Terre Waterway; thence North 25°15'02" West along said easterly line of Belle Terre Waterway for a distance of 862.29 feet to a point of curvature; thence depart said boundary line of said Reserved Parcel "2" and run westerly along the southerly line of Jefferson Davis Waterway for the following four courses: run westerly along a curve to the left having an arc length of 921.97 feet, a radius of 825.00 feet, a central angle of 64°01'49" and a chord bearing North 57°15'57" West, 874.74 feet to a point of tangency; thence North 89°16'51" West 858.76 feet to a point of curvature; thence westerly along a curve to the right having an arc length of 411.10 feet, a radius of 675.00 feet, a central angle of 34°53'44" and a chord bearing North 71°49'59" West, 404.78 feet to a point of tangency; thence North 54°23'07" West 585.58 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 177.30 feet, a radius of 825.00 feet, a central angle of 12°18'47" and a chord bearing North 60°32'31" West,176.96 feet to a point on the westerly boundary of said Reserved Parcel "2"; thence southerly and westerly along said westerly boundary of said Reserved Parcel "E" for the following seven courses: South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southeasterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 331.52 feet, a radius of 720.00 feet, a central angle of 26°22'53" and a chord bearing South 25°41 '59" East 328.59 feet to a point of tangency; thence South 38°53'25" East 1801.29 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Part of Government Sections 21 and 22, Township 10 South, Range 30 East, Flagler County, Florida being that part of PARCEL NO. 2 of the property described in Official Records Book 142, pages 278-279, lying south of Jefferson Davis Waterway and being more particularly described as follows:
From a POINT OF REFERENCE being a point on the easterly boundary line of the above described PARCEL NO. 2, said point being the northwest corner of Reserved Parcel "2" as shown on the recorded plat of Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida; thence South 29°30'56" West along the easterly boundary of said PARCEL NO. 2 being also along the westerly boundary of said Reserved Parcel "E" for a distance of 390.35 feet to the POINT OF BEGINNING; thence continue along the easterly and southerly boundary of said PARCEL NO. 2 being also along the westerly and northerly boundary of said Reserved

Parcel "E" for the following seven courses: run South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southwesterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence northerly along a curve to the right having an arc length of 151.10 feet, a radius of 720.00 feet, a central angle of 12°01'28" and a chord bearing North 06°29'48" West 150.83 feet to a point; thence South 89°30'56" West 1280.00 feet to the northwest corner of Block 164 of said plat of Lakeview; thence North 12°53'48" East along the southerly line of said Jefferson Waterway for a distance of 297.66 feet to a point on a curve; thence northeasterly along a curve to the right having an arc length of 913.19 feet, a radius of 825.00 feet, a central angle of 63°25'15" and a chord bearing North 39°41'03" East 867.28 feet to a point of tangency; thence North 71°23'41" East 1251.37 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 603.42 feet, a radius of 825.00 feet; a central angle of 41°54'25" and a chord bearing South 87°39'07" East, 590.05 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

All of that land vacated in the Subdivision Plat Of Lakeview - Section 37 Palm Coast Map Book 13 Pages 1 through 29, per Resolution 95-56 as recorded in Official Records Book 538 at Pages 1611 through 1613, Public Records of Flagler County, Florida, being described as follows:
BEGINNING at the southwesterly corner of Lot 22, Block 143 of the aforesaid Lakeview - Section 37; thence North 80°26'17" East a distance of 49.47 feet to a point of curvature of a curve to the right; thence northeasterly along said curve having a radius of 300.00 feet, a central angle of 14°34'59" an arc of 76.36 feet and a chord bearing North 87°43'47" East, 76.15 feet to a point on a non-tangent line; thence North 09°33'43" West, a distance of 1273.40 feet; thence North 80°26'17" East a distance of 124.48 feet; thence South 47°01'13" East a distance of 97.49 feet to a point on a non-tangent curve; thence northeasterly along a curve to the right having a radius of 150.00 feet; a central angle of 08°07'48", an arc length of 21.28 feet and a chord bearing North 47°02'41" East, 21.27 feet to a point of tangency; thence North 51°06'35" East a distance of 100.00 feet; thence South 38°53'25" East a distance of 50.00 feet; thence South 51°06'35" West a distance of 100.00 feet to a point of curvature; thence southwesterly along a curve to the left having a radius of 100.00 feet, central angle of 05°43'46, an arc length of 10.00 feet and a chord bearing South 48°14'42" West,10.00 feet to a point on a non-tangent line; thence South 50°07'21" East a distance of 153.93 feet; thence South 51°06'35" West a distance of 20.25 feet; thence South 09°33'43" East a distance of 936.00 feet; thence South 35°36'55" East a distance of 82.42 feet; thence South 81°24'11" East a distance of 240.00 feet; thence South 08°35'49" West a distance of 125.00 feet; thence South 81°24'11" East a distance of 27.55 feet to a point on a non-tangent curve; thence southwesterly along curve to the left having a radius of 40.00 feet, a central angle of 77°21'52", an arc of 54.01 feet and a chord bearing South 08°35'49" West 50.00 feet to a point on a non-tangent line; thence North 81°24'11" West a distance of 4.59 feet; thence South 08°35'49" West a distance of 125.00 feet; thence North 81°24'11" West a distance of 480.00 feet; thence South 84°38'20" West a distance of 69.97 feet; thence North 03°00'11" West a distance of 144.02 feet to a point on a non-tangent curve; thence southwesterly along

a curve to the left having a radius of 250.00 feet, a central angle of 13°34'27", an arc of 59.23 feet and a chord bearing South 87°13'31" West, 59.09 feet to a point of tangency; thence South 80°26'17" West a distance of 51.03 feet to a point on a non-tangent curve; thence northwesterly along a curve to the left having a radius of 200.00 feet, a central angle of 07°10'51" an arc of 25.07 feet and a chord bearing North 05°58'17" West 25.05 feet to a point of tangency; thence North 09°33'43" West a distance of 25.00 feet to the POINT OF Beginning, the above described parcel of land is situated in Section 22, Township 10 South, Range 30 East, Flagler County, Florida.

ALSO INCLUDING:

Part of Reserved Parcel "R-1", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most easterly corner of said Reserved Parcel "R-1"; thence South 38°35'49" West along the southeasterly line of said Reserved Parcel "R-1" for a distance of 767.47 feet; thence North 51°24'11" West 1300.81 feet to the most westerly corner of said Reserved Parcel "R-1"; thence North 54°59'31" East,148.96 feet; thence South 59°22'19" East 485.17 feet; thence South 73°43'22" East 217.49 feet; thence North 77°17'42" East 363.21 feet; thence North 38°35'49" East 191.24 feet; thence South 51°24'11" East 350.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E" according to the Subdivision Plat Lakeview Section 37, Palm Coast, recorded in Map Book 13, Pages 1 Through 29, of the Public Records of Flagler County, Florida, being more particularly described as follows:
A POINT OF REFERENCE being the northeast corner of Lot 1, Block 75; thence North 25°15'02" West along the west line of Belle Terre Waterway a distance of 862.29 feet to THE POINT OF BEGINNING; thence departing Belle Terre Waterway (as platted) 921.97 feet along the arc of a curve to the left (concave southerly) have a central angle of 64°01'49", a radius of 825.00 feet, a chord bearing of North 57°15'57" West and a chord distance of 874.74 feet to a point of tangency, thence North 89°16'51" West a distance of 858.76 feet to a point of curvature; thence 411.10 feet along the arc of a curve to the right (concave northerly) having a central angle of 34°53'44", a radius of 675.00 feet, a chord Bearing of North 71°49'59" West and a chord distance of 404.78 feet to the end of said curve being a point on the boundary of Jefferson Davis Waterway as recorded in Official Records Book 549, Pages 966 through 990, of the Public Records of Flagler County, Florida; thence North 35°36'53" East along said waterway a distance of 30.00 feet to a point on a non-tangent curve; thence easterly 392.83 feet along the arc of a curve to the left (concave northerly)having a central angle of 34°53'44", a radius of 645.00 feet, a chord bearing of South 71°49'59" East and a chord distance of 386.79 feet to a point of tangency; thence South 89°16'51" East a distance of 858.76 feet to a point of curvature; thence 955.50 feet along the arc of a curve to the right concave southwesterly having a central angle of 64°01'49", a radius of 855.00 feet, a chord bearing of South 57°15'57" East and a chord distance of 906.54 feet to the end of said curve; thence South 64°44'58" West a distance of 30.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5), BEING A PORTION OF LONDON WATERWAY, LAKEVIEW SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 26, LOCATED IN GOVERNMENT SECTION 28, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF ASHWOOD WATERWAY (A 300 FOOT RIGHT-OF-WAY) PER SAID LAKEVIEW SECTION 37, WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, (STATE ROAD 5, A 175 FOOT RIGHT-OF-WAY AT THIS POINT); THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 35°00'29" EAST ALONG SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY FOR A DISTANCE OF 649.53 FEET TO THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID ASHWOOD WATERWAY LINE NORTH 54°59'31" EAST ALONG THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY FOR A DISTANCE OF 770.58 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LONDON DRIVE, (A 60 FOOT RIGHT-OF-WAY), PER SAID LAKEVIEW-SECTION 37; THENCE DEPARTING THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY SOUTH 51°24'11" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 104.24 FEET TO THE SOUTHERLY LINE OF SAID LONDON WATERWAY; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 54'59'31" WEST ALONG SAID SOUTHERLY LINE OF LONDON WATERWAY FOR A DISTANCE OF 800.00 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY; THENCE NORTH 35°00'29" WEST ALONG SAID ASHWOOD WATERWAY LINE FOR A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

LESS AND EXCEPT:

A PARCEL OF LAND LYING IN SECTIONS 22 AND 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING A PORTION OF RESERVED PARCEL "E" AS SHOWN ON THE PLAT LAKEVIEW -- SECTION 37 PALM COAST PARK AT PALM COAST, MAP BOOK 13, PAGES 1 THROUGH 29 AND DESCRIBED IN OFFICIAL RECORDS BOOK 2354, PAGES 1028 THROUGH 1036, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND A PORTION OF PARCEL NO. 2, AS DESCRIBED IN OFFICIAL RECORDS BOOK 142, PAGES 278 THROUGH 279, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, BEING THE MOST SOUTHERLY CORNER OF SAID RESERVED PARCEL "E"; THENCE NORTH 38°53'25" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF LAKEVIEW BOULEVARD AS SHOWN ON SAID PLAT OF LAKEVIEW - SECTION 37, PALM COAST PARK AT PALM COAST A DISTANCE OF 1801.29 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE

EASTERLY RIGHT-OF-WAY OF SAID LAKEVIEW BOULEVARD NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 331.51 FEET, A RADIUS OF 720.00 FEET, A CENTRAL ANGLE OF 26°22'51" AND A CHORD BEARING AND A CHORD BEARING NORTH 25°41'59" WEST A DISTANCE OF 328.59 FEET TO THE SOUTHERLY LINE OF SAID PARCEL NO. 2; THENCE DEPARTING SAID SOUTHERLY LINE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 151.11 FEET, A RADIUS OF 720.00 FEET, A CENTRAL ANGLE OF 12°01'29" AND A CHORD BEARING NORTH 06°29'48" WEST A DISTANCE OF 150.83 FEET TO A POINT; THENCE SOUTH 89°30'56" WEST A DISTANCE OF 1280.00 FEET TO THE SOUTHERLY LINE OF JEFFERSON DAVIS WATERWAY AS SHOWN ON SAID PLAT LAKEVIEW - SECTION 37, PALM COAST PARK AT PALM COAST; THENCE ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY NORTH 12°53'48" EAST A DISTANCE OF 297.66 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF JEFFERSON DAVIS WATERWAY AND ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 913.19 FEET, A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 63°25'14" AND A CHORD BEARING NORTH 39°41'03" EAST A DISTANCE OF 867.28 FEET TO THE POINT OF TANGENCY, THENCE NORTH 71°23'41" EAST STILL ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY A DISTANCE OF 1251.37 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY AND ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 603.41 FEET, A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 41°54'23" AND A CHORD BEARING SOUTH 87°39'07" EAST A DISTANCE OF 590.05 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL NO. 2, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID RESERVED PARCEL "E"; THENCE CONTINUE ALONG E"; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY AND ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 177.30 FEET, A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 12°18'48" AND A CHORD BEARING SOUTH 60°32'31" EAST A DISTANCE OF 176.96 FEET TO THE POINT OF EAST A DISTANCE OF 176.96 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY SOUTH 54°23'07" EAST A DISTANCE OF 147.50 FEET; THENCE DEPARTING THE SOUTHERLY LINE OF SAID EAST A DISTANCE OF 147.50 FEET; THENCE DEPARTING THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY AND THROUGH SAID RESERVED PARCEL "E" SOUTH 35°36'53" WEST A DISTANCE OF 120.96 FEET TO A NON-TANGENTIAL CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 213.75 FEET, A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 81°38'50" AND A CHORD BEARING SOUTH 40°20'20" WEST A DISTANCE OF 196.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°29'04" EAST A DISTANCE OF 1536.30 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 28.34 FEET, A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 03°49'12" AND A CHORD BEARING SOUTH 02°23'39" EAST A DISTANCE OF 28.33 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGES 936 THROUGH 939, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE BOUNDARY LINE OF SAID PARCEL THE FOLLOWING FIVE (6) COURSES; 1) SOUTH 85°41'45" WEST A DISTANCE OF 24.67

FEET, 2) SOUTH 01°05'36" WEST A WEST A DISTANCE OF 24.67 FEET, 2) SOUTH 01°05'36" WEST A DISTANCE OF 53.63 FEET, 3) SOUTH 10°42'21" EAST A DISTANCE OF 31.82 FEET, 4) NORTH 75°01'26" EAST A DISTANCE OF 11.50 FEET, 5) SOUTH 53°38'13" EAST A DISTANCE OF 20.65 FEET, 6) NORTH 72°54'00" EAST A DISTANCE OF 10.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL, SAID CORNER ALSO BEING A POINT OF CURVATURE; THENCE DEPARTING SAID BOUNDARY AND ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 60.46 FEET, A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 08°09'03" AND A CHORD BEARING SOUTH 21°10'31" EAST A DISTANCE OF 60.41 FEET TO THE POINT OF TANGENCY: THENCE SOUTH 25°15'02" EAST A DISTANCE OF 620.00 FEET; THENCE NORTH 64°44'58" EAST A DISTANCE OF 125.00 FEET; THENCE SOUTH 25°15'02" EAST A DISTANCE OF 335.20 FEET; THENCE SOUTH 64°44'58" WEST A DISTANCE OF 526.36 FEET TO THE POINT OF BEGINNING.

April 3,2024

Bill Hoover
Senior Planner
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

RE: Matanzas MPD Revision Application
Analysis Review per Subsection 2.05.05 and 2.06.03 of the LDC

Dear Mr. Hoover,

The following is a summary of Review Findings

2.05.05 LDC

A . The proposed development must not be in conflict with or contrary to public interest.

The proposed rezoning will provide commercial and office uses to meet community demand for retail, services, business and employment opportunities.

B The proposed development must consistent with Comprehensive Plan and provisions of this LDC

The Rezoning provides needed public services and revenues based on projected population and employment growth.

C. The proposed development must not impose a significant financial liability or hardship for the City.

The Rezoning will not impose significant financial liability or hardship for the City
The project will enhance the City by improved community wide drainage improvements for Matanzas neighborhood area.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants: and

The development will create a perpetual buffer to the east adjacent to existing residential properties.
The western portion of the property is proposed commercial development adjacent to, and accessed from, US Rt. 1

E. The proposed development must comply with all other applicable local, state, and federal laws, statutes, ordinances, regulations, or codes.

The development of the property will comply with all local, state, and federal laws statutes, ordinances regulations, or codes.

2.06.03 LDC

A. Whether it is consistent with all adopted elements of the Comprehensive Plan and whether It furthers the goals and objectives of the Comprehensive Plan.

The Rezoning provides attractive job opportunities with superbly designed commercial area while providing for the diverse needs of the citizens.

B. Its impact on environmental or natural resources.

The Rezoning provides for over 6 acres of natural buffers adjacent to existing residential and US 1 road frontage.

C. Its impact on the economy of any affected area.

The Rezoning from PSP (Public Semi Public) to Com 2 (General Commercial) Will provide general commercial and office uses to meet community demand for retail, services, business and employment opportunities.

D. Its impact upon necessary governmental services such as schools, sewage disposal, Potable water, drainage, fire and police protection, solid waste, or transportation systems.

The Rezoning will have not have adverse impact on schools, sewage disposal, potable, drainage, fire Protection, solid waste or transportation systems.

E Any changes in circumstances or conditions affecting the area.

The continued residential growth in the area will be enhanced with services provided by the proposed Rezoning.

F Compatibility with proximate uses and development patterns, impacts to the health, safety, And welfare of the surrounding residents.

The proposed Rezoning with the implementation of proposed buffers protects the health safety,and welfare of the surrounding residents.

G. Whether it accomplishes a legitimate public purpose.

The Rezoning provides legitimate public purpose by providing community needs for services as growth continues.

Environmental Assessment

For the

Matanzas Woods Golf Course Property

Palm Coast, Flagler County, Florida

Prepared By:
Atlantic Ecological Services, LLC
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(904) 347-9133

Prepared For:
Matanzas GC Palm Coast, LLC
Attn: Mr. Alex Ustilovsky
200 Ocean Crest Drive, Unit # 1111
Palm Coast, FL 32137

April 2021

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1.0 PROJECT INTRODUCTION

The Matanzas Woods Golf Course property is located within the City of Palm Coast, Flagler County, Florida, in a portion of Sections 21, 22, 27, & 28, Township 10 South, Range 30 East. The project area is approximately 275.96 acres in total size. The proposed project is identified as Flagler County Parcel ID # 07-11-31-7037-ORPOA0002. The subject property is generally located north of Matanzas Woods Parkway, east of US Highway 1, west of Interstate 95, and south of lands associated with the Palm Coast Park DRI. The property consists of an abandoned golf course within the City of Palm Coast. Please see the attached Location Map and Aerial Map within Appendix I for details. The latitude and longitude coordinates for the approximate center of the project are 29.615 North and -81.281 West, as determined via Google Earth.

The applicant for the project is:

Matanzas GC Palm Coast, LLC
Attn: Mr. Alex Ustilovsky
200 Ocean Crest Drive, Unit # 1111
Palm Coast, FL 32137

The subject property was previously permitted as a golf course within St. Johns River Water Management District MSSW# 4-035-0003A. The golf course has been closed since 2007.

Atlantic Ecological Services (AES) conducted an Environmental Assessment (EA) on the Matanzas Woods Golf Course property (herein referred to as the subject property). The subject property was reviewed to determine habitat type's present, boundaries of habitat types, presence of or the potential for protected species, wildlife utilization of the site and other environmental constraints noted during the site visits. This EA report discusses the methods used to conduct the EA, the results thereof and includes several supplementary figures.

Mr. Jody Sisk of AES performed the wetland and protected species review on the subject property. Mr. Sisk currently holds certifications from the City of Palm Coast as a Qualified Environmental Professional, including Gopher Tortoise Agent (#19567), Wetlands (#19568), and Listed Species (#19569).

2.0 EXISTING SITE CONDITIONS

The subject property consists of disturbed uplands, wetlands, and surface water ponds associated with the former golf course. The uplands consist of remnant pine flatwoods and golf course, and the wetlands consists of multiple hardwood forested systems, mixed hardwood/pine systems, freshwater marsh, and surface water ponds.

The communities and land use areas were categorized according to the Florida Department of Transportation (FDOT) (1991) Florida Land Use, Cover and Forms Classification System (FLUCFCS). The communities and land uses observed and delineated on the subject property are described in detail below and are shown on the attached Habitat Map.

2.1 Uplands

Golf Course - Remnant (FLUCCS 182) – Approximately 133.95 acres of the property exists as the remnant fairways, greens, and associated components of the Matanzas Golf Course. These areas exist as a mix of turf grass, ruderal weeds, landscape plants and trees, parking, and associated structures.

Pine Flatwoods (FLUCCS 411) – The remaining uplands, not included in the managed golf course area, found on the subject property are considered remnant pine flatwoods. They were part of the ITT pine plantation prior to the opening of the golf course in the 1980's. Evidence of remnant row planting was identified across the site. This habitat community s approximately 98.24 acres in total size. The canopy is dominated by slash pine (*Pinus elliottii*). Some Chinese tallow (*Sapium sebiferum*), live oak (*Quercus virginiana*), laurel oak (*Quercus laurifolia*), and loblolly bay (*Gordonia lasianthus*) are also located within the uplands, but at much less coverage. The understory is dominated by a thick cover of saw palmetto (*Serenoa repens*). Other species found, but at a much lesser extent, include wax myrtle (*Myrica cerifera*), gallberry (*Ilex glabra*), yaupon holly (Ilex vomitoria), bushy broom grass (*Andropogon glomeratus*), blackberry (*Rubu*s spp.), greenbriar (*Smilax* spp.), bahia grass (*Paspalum notatum*), cogon grass (*Imperata cylindrica*), and bracken fern (*Pteridium aquilinum*).

2.2 Wetlands

Mixed Wetland Hardwoods (FLUCCS 617) – Multiple mixed hardwood wetland systems are located on the subject property totaling approximately 0.2 acres. These wetlands consist primarily of a canopy of red maple (*Acer rubrum*), Chinese tallow, laurel oak, and loblolly bay. The understory includes dahoon holly (*Ilex cassine*), wax myrtle and saw palmetto.

Cypress (FLUCCS 621) – Multiple small, isolated cypress depressions totaling 2.97 acres are located on the subject property. These systems are dominated by cypress (*Taxodium* spp.). Other species include red maple, slash pine, and dahoon holly.

Wetland Mixed Forest (FLUCCS 630) – Multiple mixed hardwood and pine wetlands are located on the subject property. The wetland mixed forest communities combined equal approximately 15.09 acres in total area on the subject property. The canopy is dominated by red maple, sweetgum (*Liquidambar styraciflua*), cypress, Chinese tallow, laurel oak, loblolly bay, and slash pine. The understory includes dahoon holly, wax

myrtle, saw palmetto, shiny lyonia (*Lyonia lucida*), gallberry, and herbaceous species such as Virginia chain fern (*Woodwardia virginica*), beakrush (*Rhynchospora* spp.), and yellow-eyed grass (*Xyris* spp.).

Freshwater Marsh (FLUCCS 641) – One freshwater marsh is located on the subject property totaling approximately 5.33 acres. The marshes are dominated by St. Johns wort (*Hypericum fasciculatum*), maidencane (*Panicum hemitomon*), torpedo grass (*Panicum repens*), Carolina willow (*Salix caroliniana*), red root (*Lacnanthes caroliniana*), and primrose willow (*Ludwigia peruviana*).

2.3 Surface Waters

Ponds (FLUCCS 530) – Approximately 20.18 acres of the subject property exists as surface water ponds associated with the former golf course.

3.0 SOILS

A discussion of each soil type present on the subject property is documented below. Please see the attached Soils Map within Appendix I for the location of each soil type.

Wabasso fine sand (4) – This very deep, nearly level, poorly drained soil is in broad flatwood areas. Individual areas of this soil are irregular in shape and range from 4 to 200 acres. The seasonal high water table is at a depth of 6 to 18 inches for as much as 3 months during most years. It recedes to a depth of more than 40 inches during dry periods.

Hicoria, Riviera, and Gator soils, depressional (8) – This is a very deep, nearly level, poorly drained soil found in depressions in the flatwoods. Individual areas are circular to irregular in shape and range from 3 to 1,500 acres. The undrained areas of this map unit are ponded, as much as 24 inches of water is above the surface for 6 months or more except during extended dry periods.

Myakka fine sand (11) – This is a very deep, nearly level, very poorly drained soil that is in broad flatwood areas. The areas range from 5 to 500 acres. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 4 months of the year. It is at a depth of 10 to 40 inches for more than 6 months of the year.

Placid, Basinger, and St. Johns soil, depressional (12) – These are very deep, poorly drained soils which are present in depressions along flatwoods. Undrained areas are ponded for long periods. They range from 3 to 400 acres in size. In most years, undrained areas are ponded for more than 6 months, and the seasonal high water table is as much as 2 feet above the surface.

Immokalee fine sand (13) – This is a poorly drained, nearly level soil on broad flats and low knolls in flatwoods. Mapped areas of this soil range from 5 to 600 acres. The

seasonal high water table is at a depth of 6 to 18 inches for 2 months and at 10 to 40 inches during periods of lower rainfall in most years under natural conditions. During extended dry periods, the water table recedes to a depth of more than 40 inches.

Valkaria-Smyrna Complex (18) – This is a very deep, nearly level, poorly drained soil on flatwoods. Areas in this soil are irregular and range from 40 to 300 acres. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 4 months of the year. It is at a depth of 10 to 40 inches or more during extended dry periods.

Vakaria fine sand (19) – This is a very deep, nearly level, poorly drained soil on low broad flats and in sloughs connecting depressions. Areas in this soil are irregular and range from 5 to 100 acres in size. The seasonal high water table is at a depth of 0 to 6 inches for 2 to 6 months of the year.

Smyrna fine sand (21) – This is a very deep, poorly drained soil which is present in nearly level flatwoods areas. They range from 4 to 400 acres. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 4 months during wet seasons and at 10 to 40 inches for more than 6 months.

Uderants, moderately wet (29) – This map unit consists of heterogeneous soil material that was removed from other soils and used in land-leveling operations as fill material. Uderants do not have an orderly sequence of soil layers. This soil makes up the areas which were excavated and filled during the construction of the city drainage system in the 1970's.

Pits (30) – This map unit consists of excavated areas from which soil and geologic material was removed for use mainly in road construction and as fill material.

Pomona fine sand (40) – This very deep, poorly drained, nearly level soil is in the broad flatwood areas. Individual areas are irregular in shape and range from 80 to 400 acres in size. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 3 months and is at a depth of 10 to 40 inches for more than 6 months in most years.

4.0 WETLANDS AND SURFACE WATERS

4.1 Methods and Jurisdiction

The wetlands on the subject property fall under the regulatory jurisdiction of the Florida Department of Environmental Protection (federal 404), St. Johns River Water Management District (state) and the City of Palm Coast (local). The criteria used to determine the presence of the boundaries of wetlands and surface waters were in accordance with Chapter 62-340 F.A.C. Approximately 23.57 acres of wetlands, 20.18 acres of surface water ponds, and 0.84 acres of surface water ditches are located on the subject property. Please see the attached Wetland Map within Appendix I.

Multiple wetlands onsite could be considered isolated and therefore not jurisdictional to the State 404 Program. Due to the isolated nature of Wetlands 2-4, 8-12, and 14-16, it is not anticipated each will meet the requirements to be considered Waters of the United States (WotUS).

4.2 Wetland Quality, Impacts, and Mitigation

The wetlands onsite are of moderate quality. The City of Palm Coast will require a 25' average/15' minimum upland buffer due to the quality of wetland. The wetland onsite was assessed utilizing the City of Palm Coast Wetland Quality Assessment Methodology (WQAM). Please see Appendix II for the attached WQAM worksheets.

If wetland impacts are proposed the wetland mitigation could be completed through onsite wetland preservation/enhancement or wetland creation, or through the purchase of mitigation credits from the Fish Tail Swamp Wetland Mitigation Bank or the Brick Road Wetland Mitigation Bank. The project and the proposed mitigation are located within the Matanzas River and Pellicer Creek basin (Basin 9). Both mitigation banks listed above have available credits within the basin.

5.0 WILDLIFE OBSERVATIONS

Wildlife observations, both direct and indirect, were made throughout the course of the site investigation. A list of species observed is provided in the following table:

Table 5.1 Wildlife species observed on the Matanzas Woods Golf Course Property in Flagler County, Florida.

Taxon	Common Name	Scientific Name	Protected*
Birds	Black vulture	*Coragyps atratus*	No
	Carolina wren	*Thryothorus ludovicianus*	No
	Common grackle	*Quiscalus quiscula*	No
	Grey catbird	*Dumetella carolinensis*	No
	Northern mockingbird	*Mimus polyglottos*	No
	Great blue heron	*Ardea herodias*	No
	White ibis	*Eudocimus albus*	No
	Wood stork	*Mycteria americana*	Yes
	Tri-colored heron	*Egretta tricolor*	Yes
Mammals			
	Nine-banded armadillo	*Dasypus novemcinctus*	No
	Racoon	*Procyon lotor*	No
	Feral pig	*Sus scrofa*	No
	White-tailed deer	*Odocoileus virginianus*	No

6.0 PROTECTED SPECIES

Prior to visiting the site, a background literature search was conducted to compile a list of state and federally protected animal and plant species that could occur on the subject property. The three primary sources of literature reviewed include the Florida Fish and Wildlife Conservation Commission's (FWC) *Florida's Endangered Species, Threatened Species, And Species of Special Concern*, the United States Fish and Wildlife Service's (FWS) Threatened and Endangered Species System (TESS) database, and the Florida Department of Agriculture and Consumer Services (FDACS), Division of Plant Industry's (DPI) *Notes on Florida's Endangered and Threatened Plants*. During the site reconnaissance, observations or evidence of protected species and the likelihood of occurrence of each protected species were noted. Further review was completed following the habitat mapping and descriptions.

6.1 Protected Wildlife Species

The protected animal species with at least some likelihood of occurrence are listed in Table 6.1.1, below. The likelihood of occurrence of each species is noted in the table and those species with at least a moderate likelihood of occurrence are discussed following the table.

Table 6.1.1: Protected wildlife species with the potential to occur on the Matanzas Woods Golf Course Property in Flagler County, Florida.

Species Name	Common Name	Agency Listing		Likelihood of Occurrence	Habitat
		FWC	FWS/NMFS		
Alligator mississippiensis	American alligator		T(S/A)	Low	Various aquatic habitats
Dendroica kirtlandii	Kirtland's warbler	E	E	Low	Migrant, utilizing various terrestrial and palustrine habitats
Drymarchon corais couperi	Eastern indigo snake	T	T	Mod	Wide variety of habitats
Egretta caerulea	Little blue heron	T		High	Marshes, ponds, lakes, meadows, streams & mangroves
Egretta tricolor	Tri-colored heron	T		High	Marshes, ponds, lakes, meadows, streams & mangroves
Falco sparverius paulus	Southeastern American kestral	T		Mod	Wide variety of open habitats
Gopherus polyphemus	Gopher tortoise	T	CS	Mod	Sandhills, scrub, hammocks, dry prairies, flatwoods, & ruderal
Grus canadensis pratensis	Florida sandhill crane	T		Mod	Shallow wetlands, freshwater marshes and wet prairies
Haliaeetus	Southern bald		BGEPA	Mod	Coasts, rivers and large

leucocephalus	eagle				lakes in open areas
Mycteria americana	Wood stork	E	E	Obs	Marshes, swamps, streams and mangroves
Ursus americanus floridanus	Florida black bear			Mod	Variety of forested landscapes

Those species listed as having a moderate likelihood of occurrence or higher in Table 6.1 are listed as such due to presence of suitable habitat.

Long-legged waders have a high likelihood of occurrence onsite due to the marsh and surface water ponds found on the subject property. This includes the little blue heron (*Egretta caerulea*), snowy egret (*Egretta thula*), tricolored heron (*Egretta tricolor*), and white ibis (*Eudocimus albus*). It is anticipated these species utilize the wetlands onsite for foraging and roosting. No wading bird rookeries are known or were identified on or near the subject property. Any modifications to the existing surface water ponds would include creation of stormwater ponds. Therefore, this project is not likely to adversely affect any wading bird populations.

While no wood storks (*Mycteria americana*) were observed on the subject property, wood storks have been observed routinely throughout the area. No nesting rookeries were observed. The project site is not located within a Core Foraging Area (CFA) for wood storks. Therefore, this project is not likely to adversely affect the wood stork population.

Florida sandhill cranes (*Grus canadensis pratensis*) are routinely observed in the area. No sandhill cranes were observed on the subject property during the onsite surveys. The marsh wetland and littoral zones of the surface water ponds onsite are considered potential for nesting. No nests or signs of nesting activity were identified. Prior to construction of the site a Florida sandhill crane nest survey should be completed to determine if any nesting pairs are utilizing the site.

The FWC's Eagle Nest Locator website was queried for data regarding documented southern bald eagle (*Haliaeetus l. leucocephalus*) nests in the project vicinity. The southern bald eagle is protected under the Bald and Golden Eagle Protection Act (BGEPA). Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. No active bald eagle nests are located within 2 miles of the project area. No bald eagle nests were observed on the subject property or adjacent to its boundaries. Therefore, this project is not likely to adversely affect the southern bald eagle.

The southeastern American kestrel (Falco sparverius paulus) is listed as a Species of Special Concern by the FWC. The subject property provides habitat which could be conducive to utilization and nesting by the southeastern American kestrel. It is recommended that southeastern American kestrel surveys be completed prior to

development of the site. The surveys should be conducted in accordance with guidelines set forth within the publication *Ecology and Habitat Protection Needs of the southeastern American kestrel* (Falco sparverius paulus) *on large-scale development sites in Florida*.

A preliminary gopher tortoise (*Gopherus polyphemus*) burrow survey was conducted on the subject property. The gopher tortoise survey was conducted in accordance with the techniques outlined in the publication*, Ecology and Habitat Protection Needs of Gopher Tortoise (*Gopherus polyphemus*) Populations Found on Lands Slated for Development in Florida*. The gopher tortoise, listed as Threatened by the FWC, is a key component in the determination of habitat suitability for other protected species because of the large number of other animals that will use tortoise burrows for one or more of their life requisites. No potentially occupied gopher tortoise burrows were identified. Prior to construction an updated 100% gopher tortoise survey should be completed.

The eastern indigo snake (*Drymarchon corais couperi*), has a moderate likelihood to occur on the subject property due to the habitats identified. The species is a gopher tortoise commensal species due to its association and utilization of gopher tortoise burrows for their life requisites. Prior to construction a 100% gopher tortoise survey will be completed.

The American alligator (Alligator mississippiensis) is listed as Threatened by the FWS. Best Management Practices (BMP's) should be followed in the case of any individual American alligator entering the project area during construction will be provided ample space to allow the animal to exit the construction zone. Through this management technique, the project is not likely to adversely affect the American alligator.

Florida black bear (Ursus americanus floridanus) have been observed in the vicinity of the subject property along US Highway 1. No signs of Florida black bears were identified on the subject property. Any proposed project for development should adhere to the Florida Bear Smart Communities program. If the development criteria are adhered to then the project is not anticipated to adversely affect the Florida black bear.

No other protected species are anticipated to utilize the subject property.

6.2 Protected Plant Species

The protected plant species with some potential to occur on the subject property are listed in Table 6.2.1, below.

Table 6.2.1: Protected plant species with the potential to occur on the Matanzas Woods Golf Course property, in Palm Coast, Flagler County, Florida.

Species Name	Common Name	Agency Listing		Likelihood of Occurrence	Habitat
		FDACS	FWS		
Asclepias viridula	Southern milkweed	T		Low	Pine flatwoods at wetland margins

Calopogon barbatus	Bearded grass pink	T	Low	Wet pine flatwoods, bogs
Calopogon multiflorus	Many-flowered grass pink	E	Low	Pine flatwoods, esp. recently burned
Encyclia tampensis	Butterfly orchid	CE	Low	Mangrove, cypress and hardwood swamps; hammocks
Epidendrum conopseum	Greenfly orchid	CE	Low	Moist hammocks, cypress and hardwood swamps; epiphytic
Helianthus carnosus	Lakeside sunflower	E	Low	Wet flatwoods
Lilium catesbaei	Catesby's lily	T	Low	Moist pine flatwoods and savannahs
Lycopodiella cernua	Nodding clubmoss	CE	Low	Wet pinelands
Nemastylis floridana	Fall-flowering ixia; celestial lily	E	Low	Swamps, marshes and wet pine flatwoods
Osmunda cinnamomea	Cinnamon fern	CE	Obs	Wet woods and swamps
Osmunda regalis	Royal fern	CE	Obs	Wet woods and swamps
Platanthera blephariglottis	Large white fringed orchid	T	Low	Marshes, and wet, open, grassy areas
Platanthera flava	Southern tubercled orchid;gypsy-spikes	T	Low	Cypress and hardwood swamps
Platanthera nivea	Snowy orchid; bog torch	T	Low	Wet pine flatwoods
Pogonia ophioglossoides	Rose pogonia	T	Low	Marshes and wet, pine flatwoods
Sarracenia minor	Hooded pitcherplant	T	Low	Wet, open, acid pinelands and bogs
Spiranthes brevilabris var. floridana	Florida ladies' tresses	E	Low	Pine flatwoods
Spiranthes laciniata	Lace-lip ladies' tresses	T	Low	Marshes and cypress swamps
Spiranthes longilabris	Long-lip ladies' tresses	T	Low	Marshes and wet pine flatwoods
Spiranthes tuberosa	Little ladies' tresses; little pearl twist	T	Low	Pine flatwoods
Zephyranthes atamasca	Rain lily	T	Low	Wet pine flatwoods and meadows
Zephyranthes simpsonii	Simpson's zephyr lily	T	Low	Wet pine flatwoods and meadows

E= Endangered; T= Threatened; CE= Commercially Exploited

No federally protected plant species are expected to occur on the subject property.

7.0 CULTURAL RESOURCES

A preliminary review of the Florida Master Site File (FMSF) was completed through the Division of Historical Resources (DHR) and the State Historic Preservation Officer (SHPO) for the subject property. One known archaeological resource and one resource group were adjacent to the subject property. US Highway 1 (FL00291) is listed as a linear resource by DHR. No significant impacts to US Highway 1 are anticipated. Davis' Store (FL00248) is listed as an archaeological resource. This resource was identified as part of the Palm Coast Park DRI. The resource is no longer in existence and is not eligible for further evaluation. Please see Appendix III for correspondence from the Florida Master Site File. The project is not anticipated to affect any cultural resources.

8.0 SUMMARY

The Matanzas Woods Golf Course property is located within the City of Palm Coast, Flagler County, Florida. The subject property consists disturbed upland, wetland, and surface water habitats. The property is approximately 275.96 acres in total size.

Multiple wetlands totalling approximately 1.86 acres and surface waters totaling approximately 23.57 acres were delineated on the subject property. In addition to the wetlands, approximately 20.18 acres of surface water ponds, and 0.84 acres of surface water ditches are located on the subject property. The wetlands on the subject property are all considered moderate quality and would therefore require a 25' average/15' minimum upland buffer by the City of Palm Coast. If wetland impacts are proposed the wetland mitigation could be completed through onsite wetland preservation/enhancement or wetland creation, or through the purchase of mitigation credits from the Fish Tail Swamp Wetland Mitigation Bank or the Brick Road Wetland Mitigation Bank.

The subject property provides potential habitat for a multitude of protected wildlife species. Further specific species surveys are recommended prior to construction of the project. Specific surveys for the gopher tortoise, Florida sandhill crane, and southeastern American kestrel should be completed.

No federally protected flora species are anticipated on the subject property.

No known cultural resources are anticipated on or adjacent to the subject property. Therefore, no impacts to cultural resources is anticipated due to development of the property.

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APPENDIX I

FIGURES



Image Source: ESRI 2018
Date: 3-27-19

0 1,500 3,000 Feet

N

Location Map
Matanzas Woods Golf Course
Flagler County, Florida

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Document Path: C:\Users\Owner\Desktop\GIS\Matanzas-Woods-Golf\MXD\aerial.mxd

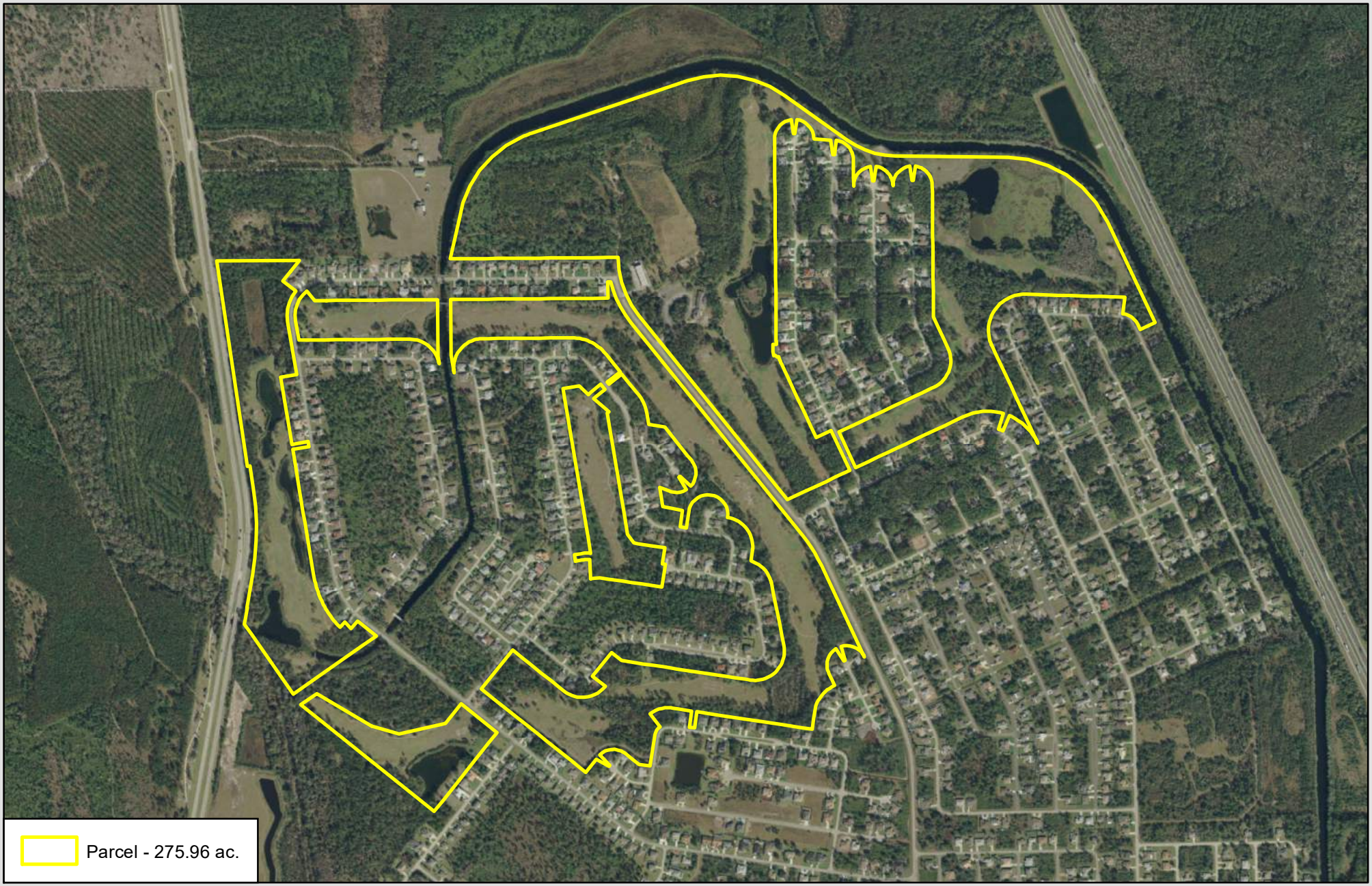


Image Source: ESRI 2017
Date: 3-23-19

0 500 1,000 Feet

N

Aerial Map
Matanzas Woods Golf Course
Flagler County, Florida

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Document Path: C:\Users\Owner\Desktop\GIS\Matanzas-Woods-Golf\MXD\topo.mxd



Image Source: ESRI 2017
Date: 3-27-19

0 500 1,000 Feet

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Topographic Map
Matanzas Woods Golf Course
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticeco.com
201 Basque Rd | St. Augustine, FL 32080

Document Path: C:\Users\Owner\Desktop\GIS\Matanzas-Woods-Golf\MXD\soil.mxd



Image Source: ESRI 2017
Date: 3-23-19

0 500 1,000 Feet

N

Soil Map
Matanzas Woods Golf Course
Flagler County, Florida

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Document Path: C:\Users\Owner\Desktop\GIS\Matanzas-Woods-Golf\MXD\habitat-rev-4-19-21.mxd

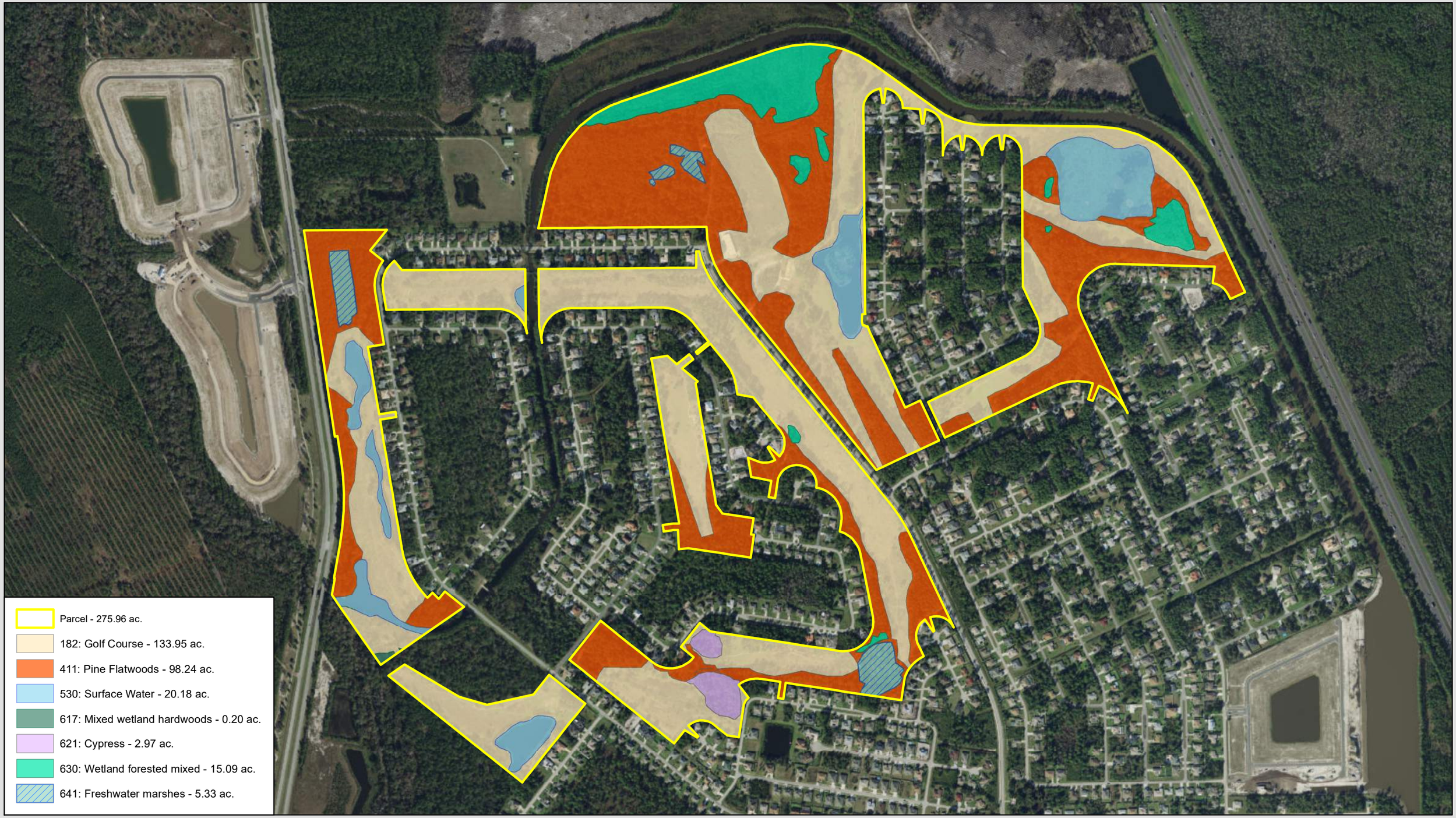


Image Source: ESRI 2019
Date:4-19-21

0 350 700 Feet

N

Habitat Map
Matanzas Woods Golf Course
Flagler County, Florida

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Document Path: C:\Users\Owner\Desktop\GIS\Matanzas-Woods-Golf\MXD\Wet-SW-Iso.mxd

W-1
11.50 ac.

W-15
0.35 ac.

W-3
0.35 ac.

Ditch-1
0.29 ac.

W-14
0.18 ac.

SW-1
9.53 ac.

W-2
0.77 ac.

W-4
0.52 ac.

W-13
2.06 ac.

W-8
0.04 ac.

W-5
1.86 ac.

SW-3
0.26 ac.

SW-2
3.44 ac.

Roadside Ditch
(Offsite)

SW-4
1.65 ac.

W-16
0.20 ac.

Ditch-2
0.19 ac.

SW-5
0.90 ac.

W-12
0.87 ac.

SW-6
2.07 ac.

W-10
0.22 ac.

W-6
0.01 ac.

W-7
0.19 ac.

W-9
2.35 ac.

W-11
2.10 ac.

SW-7
2.33 ac.

Ditch-3
0.36 ac.

Surface Water - 20.18ac.
Ditch - 0.84 ac.
Jurisdictional Wetland - 13.76 ac.
Isolated Wetland - 9.81 ac.
Parcel - 275.96 ac.

Image Source: ESRI 2017
Date: 8-12-19

0 350 700 Feet

N

Wetland and Surface Water Map
Matanzas Woods Golf Course
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
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201 Basque Rd | St. Augustine, FL 32080

APPENDIX II

HABITAT ASSESSMENTS

PART I – Qualitative Description
Wetland Quality Assessment Method

Site/Project Name	Application Number	Assessment Area Name or Number
Matanzas Woods Golf Course		

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
617,630, 641			26.20 acre

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
9 - Matanzas & Pellicer Creek		

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

The site is bound by development and roads

Assessment area description

The wetlands onsite have been impacted by the past pine silviculture, surrounding develpment, and fire suppression.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
Roads and homes around the property	N/A

Functions	Mitigation for previous permit/other historic use
Provides cover, roosting, substrate, and/or refuge; food chain support; water quality improvements, flood water storage/attenuation.	N/A

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
Whitetail deer, bobcat, cottonmouth, Eastern diamondback rattlesnake, pigmy rattlesnake, wading birds, redshouldered hawk, vultures, various passerine birds,	Wading Birds - feeding & roosting ;

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
JS	3/25/2019

PART II – Quantification of Assessment Area
Wetland Quality Assessment Method

Site/Project Name	Application Number	Assessment Area Name - Review (Original)
Matanzas Golf Course		
Assessment Area Acreage	**Review (Original) Assessment conducted by:**	**Review (Original) Assessment dates:**
26.20 acre	JS	3/25/19

Scoring Guidance	**Optimal (10)**	**Moderate(7)**	**Minimal (4)**	**Not Present (0)**
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

Location and Landscape Support Score: 6	Notes:	Adjacent Landscape Description Development and roads and past land uses and disturbance dramatically affect habitat and wildlife usage.
Water Environment Score: 6	Notes:	Soils Description not appropriate soil composition due to drainage and ditching found offsite Hydrology Description Hydrology has been affected by pine rowing, ditches, and development
Community structure 1. Vegetation and/or 2. Benthic Community Score: 6	Notes:	Vegetation & Wildlife Notations Heavy coverage of Chinese tallow. Fire suppresion has affected biodiversity and age composition. FLUCFCS** Code: 617, 621,630, 641

WQAM Score	Wetland Category Key - Application Package Requirements from Proposed Wetland Impacts		
Sum of above / 30	Minimal (0.00 - 0.40)	Moderate (0.41 - 0.70)	Optimal (0.71 - 1.0)
	Wetland Impact Analysis	Wetland Impact Analysis	Wetland Impact Analysis
	25' avg. 15' min. upland buffer	25' avg. 15' min. upland buffer	50' avg. 25' min. upland buffer
	Compensatory Mitigation	Compensatory Mitigation	Compensatory Mitigation
Score: 0.6	State and federal permits	State and federal permits	State and federal permits
		Avoidance and Minimization Analysis	Avoidance and Minimization Analysis
			No Net Loss' Analysis

APPENDIX III

CULTURAL RESOURCE ASSESSMENT

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

March 27, 2019

Jody Sisk
Atlantic Ecological Services
904-347-9133
jody@atlanticeco.com

Parcel ID 07-11-31-7037-ORPOA-0002

In response to your inquiry of March 27, 2019, the Florida Master Site File lists one archeological resource and one resource group recorded at the designated area in Flagler County, Florida

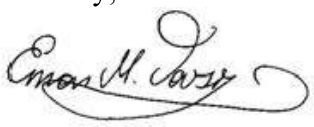
Sections 21, 22, 27, and 28, Township 10 S, Range 30 E

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

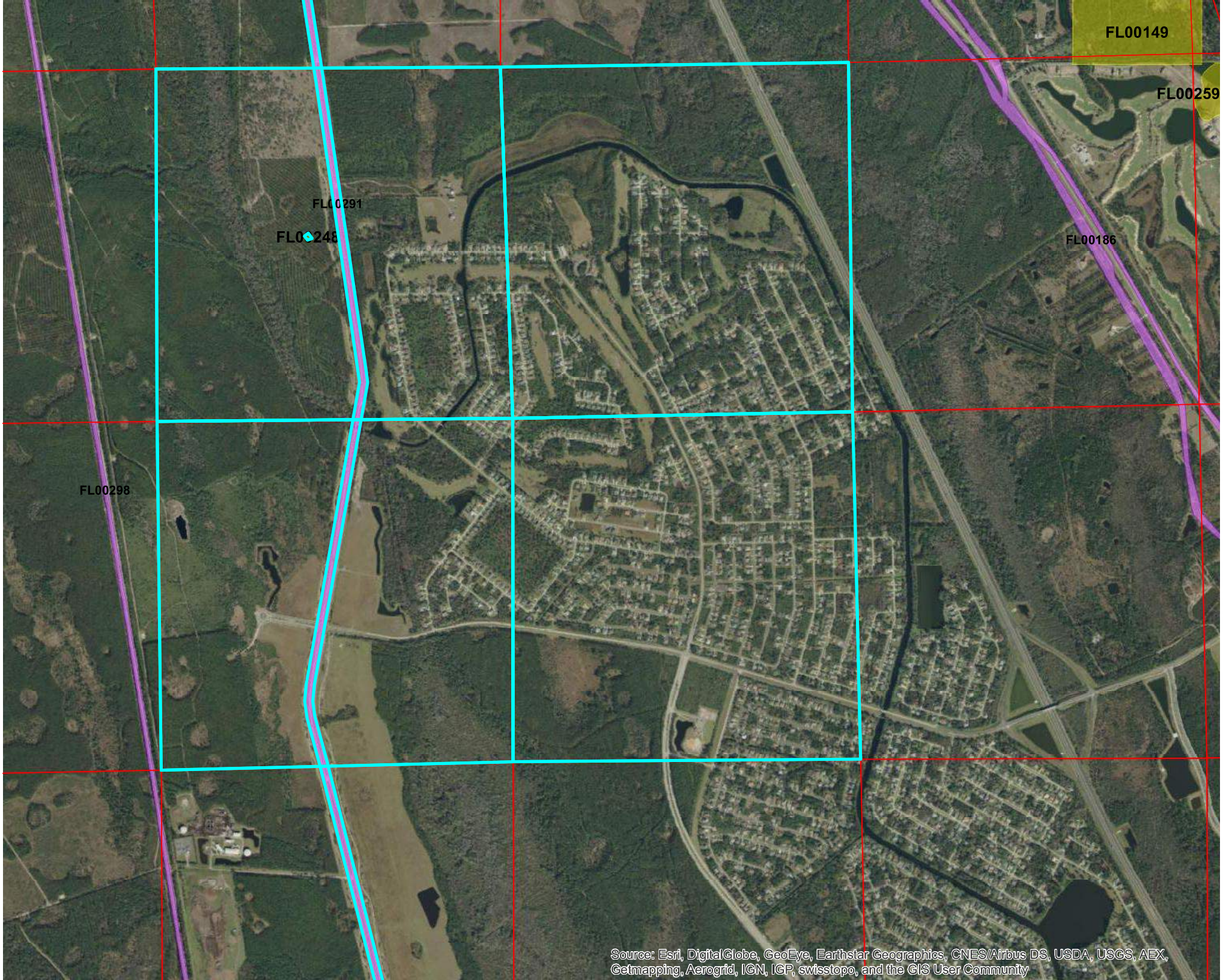


Eman M. Vovsi, Ph.D.
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com

AR=1
SS=0
CM=0
RG=1
BR=0
Total=2

Cultural Resource Roster

SiteID	Type	Site Name	Address	Additional Info	SHPO Eval	NR Status
FL00248	AR	Davis' Station	Palm Coast		Not Eligible	
FL00291	RG	US-1	Palm Coast	Linear Resource	Not Eligible	


FL00149
FL00259
FL00291
FL00186
FL00298
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

P > 12/20/2004 SB
E

Page 1

☒ Original
☐ Update
(give site#)

ARCHAEOLOGICAL SITE FORM
FLORIDA MASTER SITE FILE
Version 2.2 3/97

Consult *Guide to Archaeological Site Form* for detailed instructions.

Site #8 FL248
Recorder Site# WPC Series
Field Date 00 / 00 / 03
Form Date 02 / 29 / 04

Site Name(s) Davis' Station
Project Name Cultural Resource Survey of West Palm Coast, Flagler
Multiple Listing (DHR only)
FMSF Survey # 16347

Ownership: ☒private-profit ☐private-nonprofit ☐private-individual ☐private-unspecid. ☐city ☐county ☐state ☐federal ☐foreign ☐Native American ☐unknown

USGS 7.5 Map Name & Date ~~Dinner Island NE~~ ESPANOLA
County Flagler

Township 10 Range 30 Section 21 ☐ Check if Irregular Section; Qtr. Section (check all that apply): ☐NE ☒NW ☐SE ☐SW

Landgrant
Tax Parcel # (s)

City / Town (if within 3 mi.) Palm Coast
In Current City Limits? ☐yes ☒no ☐unknown

UTM: Zone ☐16 ☐17 Easting 0 Northing 0

Address / Vicinity of / Route to U.S.1 bisects, adjacent to existing Palm Coast; proposed for annexation

Name of Public Tract (e.g., park)

SETTING *

☒ Land - *terrestrial*
☐ Cave/Sink - *subterranean*
- ☐ terrestrial
- ☐ aquatic
- ☐ intermittently flooded

☐ Wetland - *palustrine*
- ☐ usually flooded
- ☐ sometimes flooded
- ☐ usually dry

☐ Lake/Pond - *lacustrine*
☐ River/Stream/Creek - *riverine*
☐ Tidal - *estuarine*
☐ Saltwater - *marine*
- ☐ marine unspecified
- ☐ "high energy" marine
- ☐ "low energy" marine

☐ Other store/station

STRUCTURES - OR - FEATURES *

☐ aboriginal boat	☐ fort	☐ road segment
☐ agric/farm building	☐ midden	☐ shell midden
☐ burial mound	☐ mill unspecified	☐ shell mound
☒ building remains	☐ mission	☐ shipwreck
☐ cemetery/grave	☐ mound unspecified	☐ subsurface features
☐ dump/refuse	☐ plantation	☐ surface scatter
☐ earthworks	☐ platform mound	☐ well

FUNCTION *

☐ none specified
☐ campsite
☐ extractive site
☐ habitation (prehistoric)
☒ homestead (historic)
☐ farmstead
☐ village (prehistoric)
☐ town (historic)
☐ quarry

Aboriginal *

☐ Alachua	☐ Englewood	☐ Glades unspecif.	☐ St. Augustine	☐ Seminole: 2d War To 3d	
☐ Archaic, Early	☐ Fort Walton	☐ Hickory Pond	☐ St. Johns Ia	☐ Seminole: 3d War On	
☐ Archaic, Middle	☐ Glades Ia	☐ Leon-Jefferson	☐ St. Johns Ib	☐ Seminole unspecified	
☐ Archaic, Late	☐ Glades Ib	☐ Malabar I	☐ St. Johns I unspecified	☐ Swift Creek, Early	
☐ Archaic unspecified	☐ Glades I unspecif.	☐ Malabar II	☐ St. Johns IIa	☐ Swift Creek, Late	
☐ Belle Glade I	☐ Glades IIa	☐ Manasota	☐ St. Johns IIb	☐ Swift Creek, unspecified	
☐ Belle Glade II	☐ Glades IIb	☐ Mount Taylor	☐ St. Johns IIc	☐ Transitional	
☐ Belle Glade III	☐ Glades IIc	☐ Norwood	☐ St. Johns II unspecified	☐ Weeden Island I	
☐ Belle Glade IV	☐ Glades II unspecif.	☐ Orange	☐ St. Johns unspecified	☐ Weeden Island II	
☐ Belle Glade unspecif.	☐ Glades IIIa	☐ Paleoindian	☐ Santa Rosa	☐ Weeden Island unspecif.	
☐ Cades Pond	☐ Glades IIIb	☐ Pensacola	☐ Santa Rosa-Swift Creek	☐ Prehistoric nonceramic	
☐ Deptford	☐ Glades IIIc	☐ Perico Island	☐ Seminole: Colonization	☐ Prehistoric ceramic	
	☐ Glades III unspecif.	☐ Safety Harbor	☐ Seminole: 1st War To 2d	☐ Prehistoric unspecified	

Nonaboriginal *

☐ First Spanish 1513-99
☐ First Spanish 1600-99
☐ First Spanish 1700-1763
☐ First Spanish unspecified
☐ British 1763-1783
☐ Second Spanish 1783-1821
☐ American Territorial 1821-45
☐ American Civil War 1861-65
☐ American 19th Century
☒ American 20th Century
☐ American unspecified
☐ African-American

☐ Other (Less common phases are not check-listed. For historic sites, also give specific dates if known.)
1940s - 1960s roadside store/station/residence

* Consult *Guide to Archaeological Site Form* for preferred descriptions not listed above (data are "coded fields" at the Site File).

Potentially eligible for a local register? ☐yes: name register at right ☒no ☐insufficient info
Individually eligible for National Register? ☐yes ☒no ☐insufficient info
Potential contributor to NR district? ☐yes ☒no ☐insufficient info
Name of local register if eligible:

Explanation of Evaluation (Required if evaluated; limit to 3 lines; attach full justification)
Station demolished

Recommendations for Owner or SHPO Action documentation only

DHR USE ONLY OFFICIAL EVALUATIONS DHR USE ONLY

NR DATE __/__/__
DELIST DATE __/__/__

KEEPER-NR ELIGIBILITY: ☐yes ☐no
SHPO-NR ELIGIBILITY: ☐yes ☑no ☐potentially elig. ☐insufficient info. Date 12/6/04
LOCAL DESIGNATION: Date __/__/__
Local office

National Register Criteria for Evaluation ☐a ☐b ☐c ☐d (See National Register Bulletin 15, p. 2)

ARCHAEOLOGICAL SITE FORM

Site #8 FL248

Consult *Guide to Archaeological Site Form* for detailed instructions.

SITE DETECTION*

- ☐ no field check
- ☒ literature search
- ☒ informant report
- ☒ remote sensing
- ☒ exposed ground
- ☐ posthole digger
- ☐ auger--size:___
- ☒ unscreened shovel
- ☒ screened shovel

SITE BOUNDARIES*

- ☐ bounds unknown
- ☐ none by recorder
- ☒ literature search
- ☒ informant report
- ☐ remote sensing
- ☒ insp exposed ground
- ☐ posthole tests
- ☐ auger--size:_____
- ☒ unscreened shovel
- ☒ screened shovel
- ☐ block excavations
- ☐ estimate or guess

Other methods; number, size, depth, pattern of units; screen size (attach site plan) Surface observations and documentation of building debris

Extent Size (m^2) 50 Depth/stratigraphy of cultural deposit

Temporal Interpretation* - Components (check one): ☒ single ☐ prob single ☐ prob multiple ☐ multiple ☐ uncertain ☐ unknown

Describe each occupation in plan (refer to attached large scale map) and stratigraphically. Discuss temporal and functional interpretations: 1940s - 1960s store/station

Integrity Overall disturbance*: ☐ none seen ☐ minor ☐ substantial ☐ major ☐ redeposited ☒ destroyed-**documentl** ☐ unknown

Disturbances/threats/protective measures site destroyed

Surface: area collected none m^2 # collection units_____; Excavation: # noncontiguous blocks _____

Total Artifacts #_____(C)ount or (E)stimate? Surface #_____(C) or (E) Subsurface #_____ (C) or (E)

COLLECTION SELECTIVITY*

- ☐ unknown
- ☐ unselective (all artifacts)
- ☒ selective (some artifacts)
- ☐ mixed selectivity

SPATIAL CONTROL*

- ☐ uncollected
- ☐ general (not by subarea)
- ☐ unknown
- ☐ controlled (by subarea)
- ☐ variable spatial control
- ☐ Other_____

ARTIFACT CATEGORIES* and DISPOSITIONS* (*example:* _A_ bone-human)

Pick exactly one *code* from Disposition List ⇨ ⇨ ⇨ ⇨

___	bone-animal	___	exotic-nonlocal
___	bone-human	___	glass
___	bone-unspecified	___	lithics-aboriginal
___	bone-worked	X	metal-nonprecious
X	brick/building debris	___	metal-precious/coin
___	ceramic-aboriginal	___	shell-unworked
___	ceramic-nonaboriginal	___	shell-worked
___	daub	___	Others:

Disposition List*

- A - category always collected
- S - some items in category collected
- O - observed first hand, but not collected
- R - collected and subsequently left at site
- I - informant reported category present
- U - unknown

Artifact Comments building debris

DIAGNOSTICS (Type or mode, and frequency: e.g., *Suwanee ppk, heat-treated chert, Deptford Check-stamped, ironstone/whiteware*)

1.	_____	N=___	5.	_____	N=___	9.	_____ N=___
2.	_____	N=___	6.	_____	N=___	10.	_____ N=___
3.	_____	N=___	7.	_____	N=___	11.	_____ N=___
4.	_____	N=___	8.	_____	N=___	12.	_____ N=___

Nearest fresh water type* & name (incl. relict source) Hulett Branch Distance (m)/bearing 500 meters

Natural community (FNAI category* or leave blank) upland pine forest

Local vegetation pine forest

Topography* sand ridge Min Elevation____meters Max Elevation____meters

Present land use agricultural/planted pine

SCS soil series _____ Soil association _____

Informant(s): Name/Address/Phone/Email Dana Ste.Claire, Heritage Services, heritagesrvcs@aol.com

Describe field & analysis notes, artifacts, photos. For each, give type*(e.g., notes), curating organization*, accession #s, and short description.

Heritage Services, Inc. records; report on file with DHR

Manuscripts or Publications on the site (Use continuation sheet, give FMSF# if relevant) Cultural Resource Assessment Survey of the West Palm Coast Development, Flagler County, Florida; Ste.Claire, Dana 2004

Recorder(s): Name/Addr./Phone/Email Dana Ste.Claire, Heritage Services, Inc.; heritagesrvcs@aol.com

Affiliation* or FAS Chapter Heritage Services, Inc.

* Consult *Guide to Archaeological Site Form* for preferred descriptions not listed above (data are "coded fields" at the Site File).

SITE PLAN & USGS REQUIRED At 1"=300' (1:3600) or larger scale, show: site boundaries, scale, north arrow, datum, test/collection units, landmarks, mappers, date.

Hulett Branch Dump – 8FL246

This small, spatially isolated refuse dump site was discovered during a surface inspection of a sandy fire lane in western regions of the West Palm Coast properties (see Figure 5). It is located in the northwest quarter of the southwest quarter of Section 16, Township 10 South, Range 30 East. The site was evidenced by a scatter of characteristic late 19th century bottle fragments and a few metal pieces. The refuse pit has been thoroughly displaced by the fire land cut. Efforts to locate associated features or a possibly related homestead site through subsurface testing were unsuccessful. It is surmised that the site is completed destroyed. Thus, **it is concluded that 8FL246 is not eligible for inclusion on the National Register of Historic Places.**

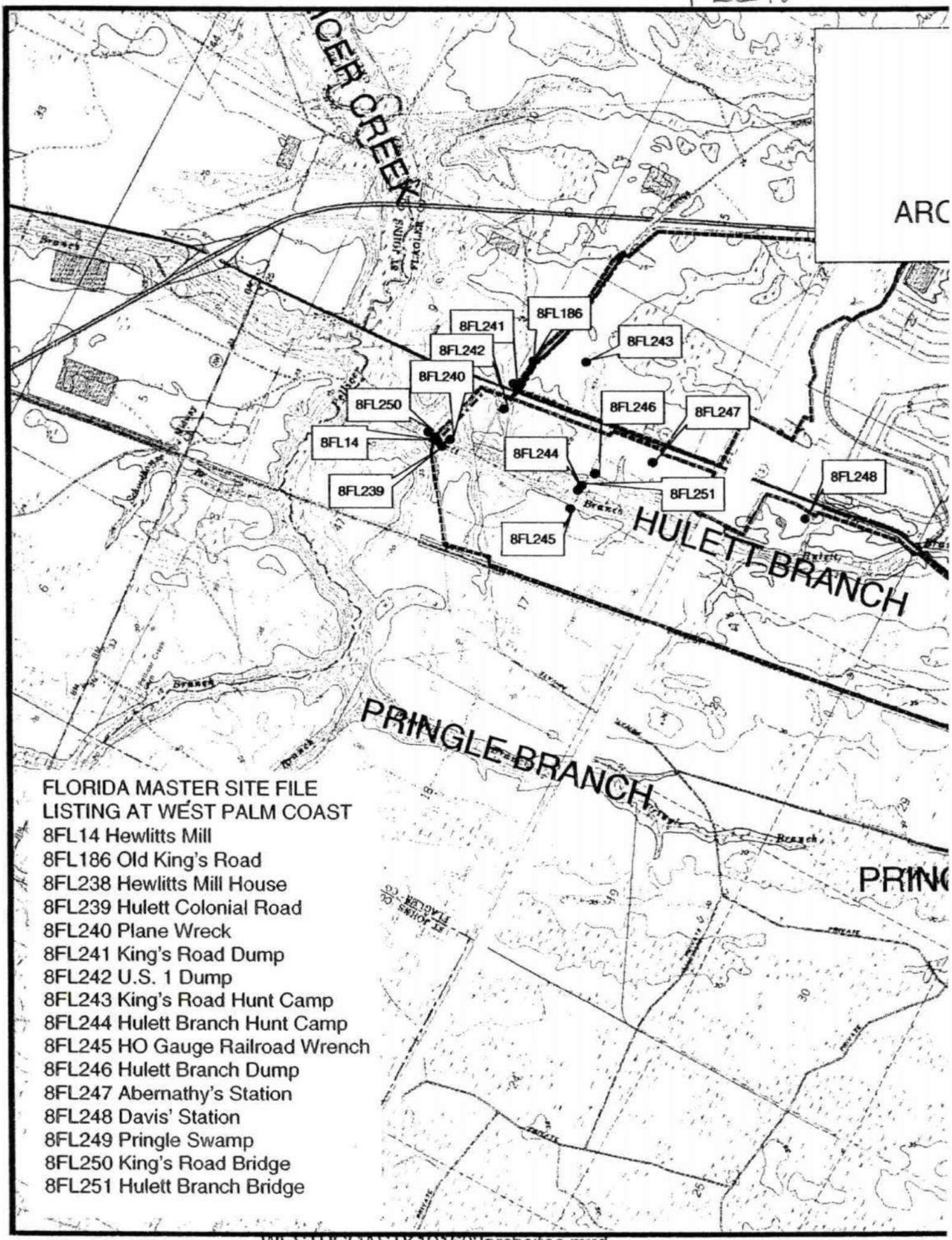
Abernathy's Station – 8FL247
Davis' Station – 8FL248

Interviews with two local residents provided information regarding two historic sites that were located on Parcel A of West Palm Coast properties. The locations of two filling stations/general stores were identified by Dupont (2003) for the west side of U.S. 1 (the northeast quarter of the southwest quarter of Section 16, Township 10 South, Range 30 East for Abernathy's Station and the center of Section 21, Township 10 South, Range 30 East for Davis' Station. Both Abernathy's and Davis' Stations were once essential businesses to service vehicular traffic prior to the construction of I-95. Dupont stated the Ralph Abernathy filling station was opened sometime in the 1930s. He thought the Davis filling station was later, in the early 1950s. The sites of these two businesses were identified by the field reconnaissance crew at the specific areas pinpointed by Dupont on topographic and aerial maps. Field inspections reveal the remnants of structures demolished in the past decade. Structural and archaeological integrity of both sites have been greatly compromised due to the destruction of the stations, thus **it is concluded that 8FL247 and 8FL248 are not eligible for inclusion on the National Register of Historic Places.**

Pringle Swamp – 8FL249

Only one prehistoric archaeological site (8FL249), a small ceramic scatter, was discovered during the subject survey. The site is located in the northwest quarter of the northwest quarter of Section 10, Township 11 South, Range 30 East (see Figure 5). The site was evidenced by two pottery sherds: a St. Johns Plain fragment and a St. Johns Check-Stamped fragment. Based on site density and diagnostic artifacts, it is surmised that the ceramics represent an isolated prehistoric hinterland activity, possible hunting, during the late St. Johns cultural periods (ca. post A.D. 800).

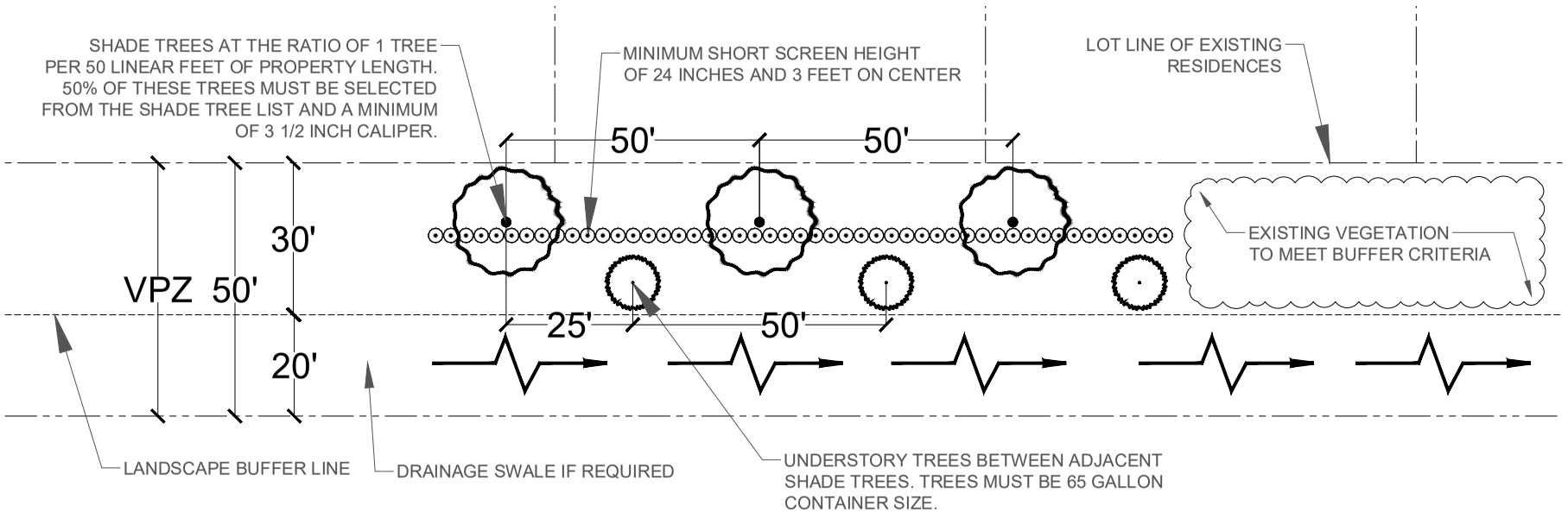
FL248



FLORIDA MASTER SITE FILE
LISTING AT WEST PALM COAST

8FL14 Hewlitts Mill
8FL186 Old King's Road
8FL238 Hewlitts Mill House
8FL239 Hulett Colonial Road
8FL240 Plane Wreck
8FL241 King's Road Dump
8FL242 U.S. 1 Dump
8FL243 King's Road Hunt Camp
8FL244 Hulett Branch Hunt Camp
8FL245 HO Gauge Railroad Wrench
8FL246 Hulett Branch Dump
8FL247 Abernathy's Station
8FL248 Davis' Station
8FL249 Pringle Swamp
8FL250 King's Road Bridge
8FL251 Hulett Branch Bridge

WESTPCOASTK121603archsites.mxd



TRACT 3 : 50FT VPZ ILLUSTRATION

DICKINSON CONSULTING, INC.
Landscape Architecture
Land Planning
Feasibility Studies

Robert E. Dickinson, RLA
25 Old Kings Road North, Suite 2B
Palm Coast, FL 32137
Phone (M): 386.931.2853
Phone (txt): 386.931.2853
Email: dickinson.consulting.inc@gmail.com

PROPOSED LAND USE
TRACT 3 AND TRACT 4 VPZ

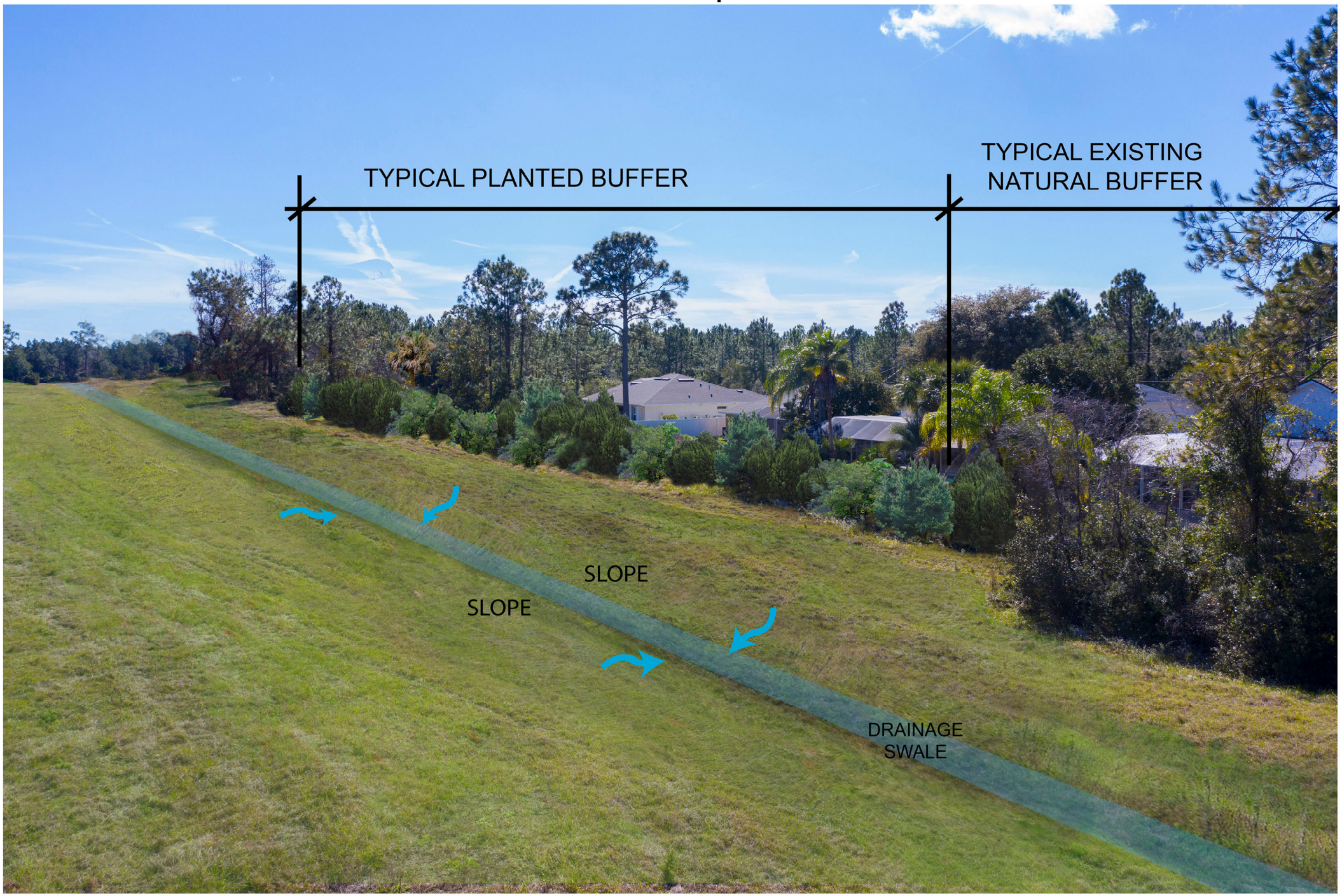
PALM COAST
FLORIDA

SCALE: AS SHOWN
DATE 6-13-24
DRAWN jwk/DCI

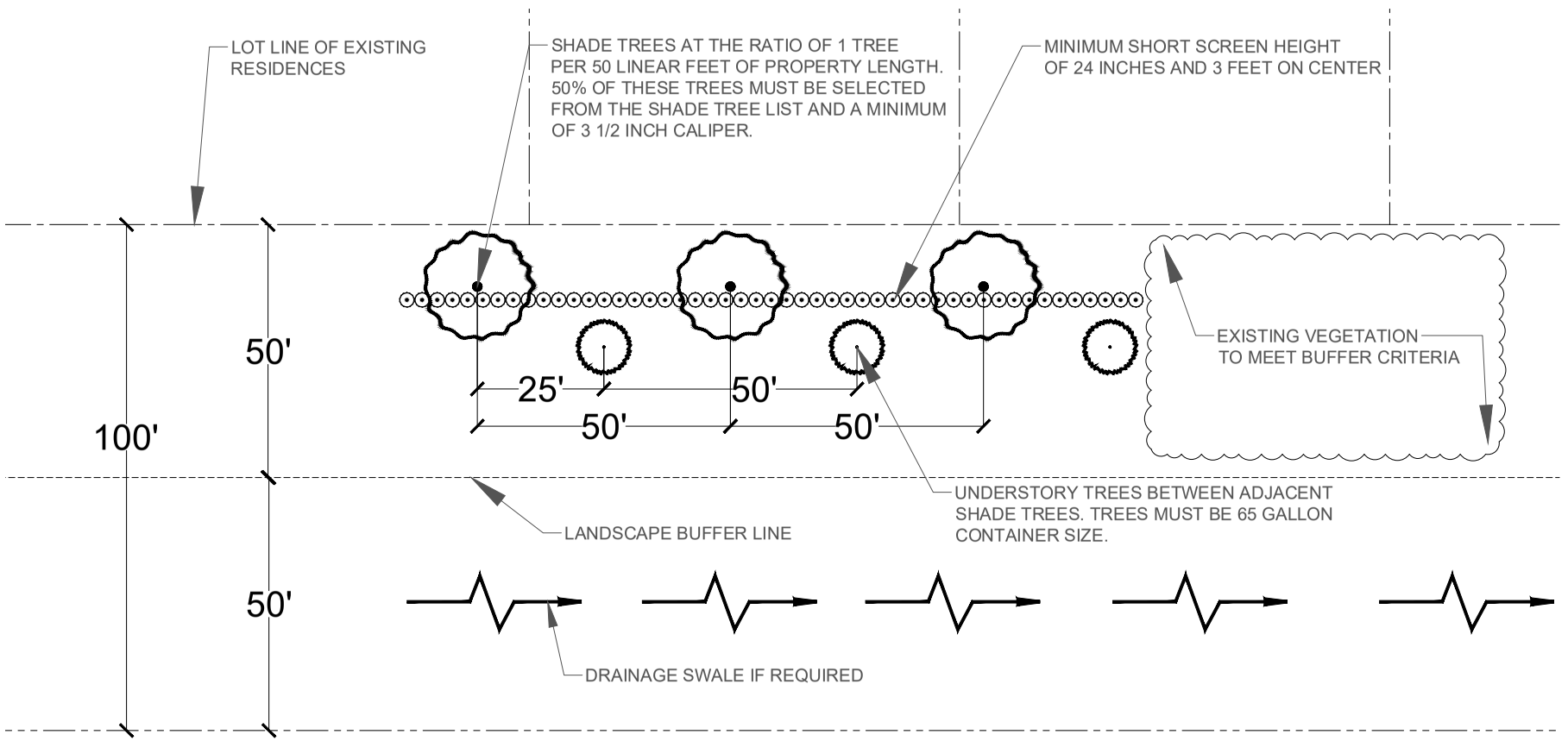
REVISIONS X
X

VPZ

Tract 3 50FT VP2 Illustration
See Landscape Plan



Not To Scale



TRACT 9 : 100FT VPZ ILLUSTRATION

DICKINSON CONSULTING, INC.
Landscape Architecture
Land Planning
Feasibility Studies

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25 Old Kings Road North, Suite 2B
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Phone (M): 386.931.2853
Phone (txt): 386.931.2853
Email: dickinson.consulting.inc@gmail.com

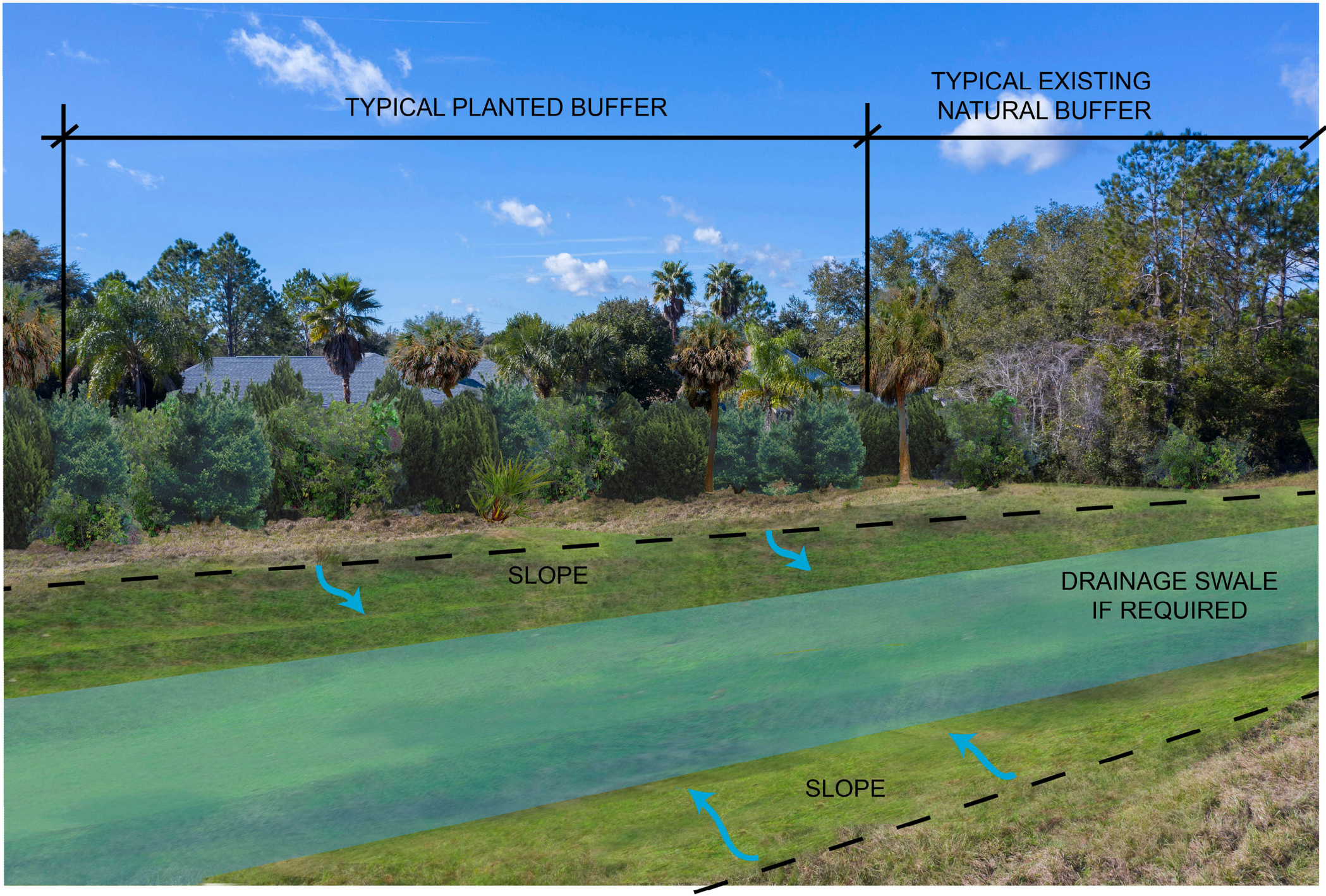
PROPOSED LAND USE
TRACT 9 VPZ PROPOSAL

PALM COAST
FLORIDA

SCALE: AS SHOWN
DATE: 5-28-24
DRAWN: jwk/DCI
REVISIONS X
X

VPZ

Tract 9 100 FT VP2 Illustration
See Landscape Plan



Not To Scale

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal
Kareen Movsesyan
Meredith Wearsch
Mark Hall
Eric R. Sloan, *of-counsel*

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com

CHIUMENTO LAW

145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

April 2, 2026

RE: Lakeview Estates
Matanzas GC Palm Coast, LLC
Parcel Identification Number: 07-11-31-7037-0RP0A-0002
07-11-31-7037-0RP0A-0011
07-11-31-7037-0RP0A-0140

To Whom It May Concern:

Matanzas GC Palm Coast, LLC, a Florida limited liability company is the owner of approximately 182 acres located in the L Section of Palm Coast (formerly known as the Matanzas Golf Course) and as further demonstrated on the attached map identified on **Exhibit "A".**

Currently, the owner has an application into the City of Palm Coast for the First Amendment to the Master Planned Development Agreement. The intent of the application to amend is to allow for development on Tract 3 and amend the allowed uses on Tract 8 along U.S. Highway 1. This Amendment will also incorporate the dedication by the developer to the City of a park. This request is consistent with the City's comprehensive plan and land development regulations.

As required by City Code, we will be having a neighborhood meeting on **Tuesday, April 14, 2026 at 6:00 p.m. at the Cafeteria (Room 511 & 512) of Indian Trails Middle School, 5505 Belle Terre Parkway, Palm Coast, Florida 32137** (see attached **Exhibit "B"** with directions on how to enter the school) to answer any of your questions. It is open to the public.

Sincerely yours,

Michael D. Chiumento III

EXHIBIT A


JEFFERSON DAVIS WATERWAY
INTERSTATE-95
(LIMITED ACCESS R/W - MEDIA WIDTH - ASPHALT ROADWAY)
JEFFERSON DAVIS WATERWAY
BELLE TERRE WATERWAY
U.S. HIGHWAY 1
(R/W WIDTH VARIES - ASPHALT ROADWAY)
LONDON DRIVE (60' R/W)
LEAVER DRIVE (50'R/W)
LEARNING LANE (50' R/W)
LEAF LANE (50' R/W)
LEAVER DRIVE (50' R/W)
LONDON WATERWAY (100')
LEMA PL. (50')
LEMA PL. (50' R/W)
LEMA LANE (50' R/W)
LEE DRIVE (50' R/W)
LEE PL.
LEE DRIVE (50' R/W)
LEGG DRIVE (50' R/W)
LEIGHTON LANE (50' R/W)
SECTION LINE (TYPICAL)
LAGRANGE BOULEVARD (60' R/W)
LAKE SUCCESS DRIVE (50' R/W)
LAKE CHARLES LANE (50' R/W)
LAKE PLACID LANE (50' R/W)
LAKE SUCCESS DRIVE (50' R/W)
LAKE PL. (50' R/W)
LINDSAY DRIVE (50' R/W)
LINDSAY LANE (50' R/W)
LARAMIE DRIVE (60' R/W)
LARGENT PL.
LARGENT WAY (50'R/W)
LARKSPUR WAY (50'R/W)
LARKSPUR PL.
LEWISTONE WAY (50' R/W)
LEWISTONE PL. (50' R/W)
LEWS DRIVE (50' R/W)
LEWS PL. (50')
LONGBERRY DRIVE (60' R/W)
RESERVED PARCEL B
RESERVED PARCEL R-1
1
2
3
4
5
6
7
8
9
10
21
22
23
24
MATANZAS WOODS
DEVELOPMENT TRACTS
SCALE 1"=300'
0
300
600

EXHIBIT "B"

Enter at northern gate of Indian Trails and park in the Sigma Parking lot.



Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal, P.A.*
Kareen Movsesyan
Sydney N. Stoneburner
Eric R. Sloan
Thomas R. Pycraft *
Christy Earls
Paul H. Threatt

145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

57 W. Granada Blvd.
Ormond Beach, FL 32174

CHIUMENTO LAW

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com

Proudly serving Flagler and Volusia Counties for over 50 years

April 30, 2026

City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Via E-Mail Only

RE: Lakeview Estates
Matanzas GC Palm Coast, LLC
Parcel Identification Number: 07-11-31-7037-0RP0A-0002
07-11-31-7037-0RP0A-0011
07-11-31-7037-0RP0A-0140

Dear Sir or Madam:

On Tuesday, April 14, 2026 the Applicant, Matanzas GC Palm Coast, LLC conducted a neighborhood information meeting held at the Cafeteria (Room 511 & 512) of Indian Trails Middle School, 5505 Belle Terre Parkway, Palm Coast, Florida 32137. As noted by the attached sign-in sheet, more than fifty (50) people from the public attended. Present at the meeting were myself, applicant representative and City Planner.

During the neighborhood meeting, the attendees asked several questions regarding the aforementioned application. Below is a reproduction of those questions/concerns and the Applicant's response in *italics* directly beneath the question.

- **Will this project increase density beyond what is currently allowed or expected?**

The rezoning request is being evaluated in accordance with the City's Comprehensive Plan and Land Development Code. Any proposed density will remain within the parameters established or approved through the rezoning process and will not exceed what is ultimately authorized by the City.

- **How will existing viewshed protections be preserved or modified?**

Site design will take into account applicable buffering, setbacks, and landscaping requirements to help preserve visual character. Any modifications to existing viewshed conditions would be subject

to City review and compliance with adopted standards.

- **Are any structures or improvements planned directly adjacent to or behind my property?**

Specific site layout details are still being refined. Future development plans will comply with all required setbacks, buffering, and compatibility standards to ensure appropriate transitions between uses.

- **Which parcels or tracts are proposed for development, and what are their current designations?**

The rezoning application identifies the subject parcels under consideration. All current and proposed land use and zoning designations are documented in the application materials submitted to the City for review.

- **Will you commit to continued investigation and remediation of any arsenic or environmental contamination issues?**

Any environmental concerns will be addressed in accordance with applicable state and federal regulations. Appropriate assessments and, if necessary, remediation efforts will be conducted to ensure the property meets required safety standards.

- **Do you intend to convey any remaining portions of the property to the City of Palm Coast?**

There are no commitments at this time regarding conveyance of additional property. Any such action would be coordinated with the appropriate governing agencies if it becomes relevant.

- **Will any undeveloped portions of the property be placed into a permanent conservation easement?**

The potential for conservation areas or easements will be evaluated as part of the overall development planning process and in coordination with City requirements and environmental considerations.

- **How will utilities (water, sewer, stormwater, electric) be extended and managed for this development?**

Utility infrastructure will be designed and constructed in coordination with the City and relevant service providers. All systems will meet applicable capacity, design, and regulatory requirements.

- **What analysis has been performed regarding potential impacts on surrounding property values?**

Property value impacts are influenced by a variety of market factors. The project will be designed to meet City standards and compatibility requirements, which are intended to support orderly and beneficial development.

- **Do you dispute or acknowledge concerns that the project may negatively affect nearby property values?**

We understand that property value concerns are important to residents. While outcomes can vary, the project will adhere to City regulations and design standards intended to promote compatibility and protect community character.

- **Will there be new or modified access points to U.S. Highway 1, and how will traffic be managed?**

Access and traffic circulation will be evaluated through required traffic studies and coordinated with the appropriate transportation agencies. Any improvements or modifications will be subject to agency approval.

- **What measures will be implemented to address flooding or stormwater impacts in the area?**

Stormwater management systems will be designed in accordance with local and state regulations

to ensure proper drainage, retention, and water quality treatment, minimizing impacts to surrounding properties.

- **How will local wildlife and habitat displacement be addressed?**

Environmental features and habitat considerations will be evaluated during the planning process. Development will comply with applicable environmental regulations and incorporate mitigation measures where required.

- **What provisions are being made for school transportation and student safety?**

The project will coordinate with the local school district regarding transportation needs. Roadway and pedestrian infrastructure will be designed to meet safety standards applicable to school access.

- **How will anticipated population increases affect school capacity and overcrowding?**

School capacity is managed by the local school district. Any impacts will be addressed through the district's planning processes, and applicable impact fees or requirements will be met.

- **What impact will this project have on local taxes or assessments?**

The project is expected to contribute to the local tax base. Any applicable impact fees or assessments will be paid in accordance with City and County requirements.

- **What is the timeline for development of any proposed park or recreational facilities?**

If recreational amenities are included, their timing will be aligned with the overall development phasing plan and subject to City review and approval.

- **Who will be responsible for funding, constructing, and maintaining the park?**

Responsibility for funding, construction, and maintenance will be determined as part of the development approvals and may involve the developer, a homeowners' association, or other entities as approved by the City.

Sincerely,



Michael D. Chiumento III
Attorney
MDC/cm

Lakeview Estates
Matanzas GC Palm Coast, LLC

NEIGHBORHOOD MEETING – TUESDAY April 14, 2026

NAME	ADDRESS	PHONE NUMBER	E-MAIL ADDRESS
Angelo Crispin	49 Londonderry Dr.	347 239 9942	operatoracrise@yahoo.com
ALBA SCALISE	240 London Dr	845-702-8919	pescalise@Gmail.com.
Kenneth Lenning	232 London Dr		Kenii01.04@yahoo.com
Michele Lenning	232 London Dr.		mlpteach4@yahoo.com
John Furlong	35 London Dr.		John8of9@aol.com
Diane Furlong	35 London Dr.		dcat56@gmail.com
LUZ CURRAS	205 London DR.	917-744-3741	LUZCURRAS@Gmail.com
Karla Lehmann	32 Leidel Dr		Karcar14@hotmail.com
Amy Beaver	73 LANCELOT DRIVE	386-302-7220	
Celeste J. Lyon	75 Lancelot Drive	832-439-0539	

Lorraine DeArmoff	130 Laramie Drive	410-322-3640	LABoushell@gmail.com
Michael DeArmoff	130 Laramie	443 466 3736	dearmoff7@yahoo.com
ALEX GREEN	60 LANCELOT DR.	610-637-9291	ALEXGREEN1GMAIL.COM
PETER/SANDY CAVALIERE	125 LARAMIE DR	(386) 453-4431	petercavaliere@bellsouth.net
Mary Thomas	119 London DR	(772) 240-8710	marytea57@gmail.com
Art White	119 London DR	(772) 678-2433	arw757@yahoo.com
Amy Jean Skidmore	56 Leidel Dr.	(608) 899-5982	amyjscanFL@gmail.com
Sandy Hitchens	62 Leidel Dr	843-492-1645	sandy.hitchens@yahoo.com
Lorraine Call	53 Leidel Dr.	917-751-1622	CallML@outlook.com
Deborah O'Neal	132 London Dr.	386 302-2833	Oprime2do@gmail.com
Ginger Taylor	130 London DR.	215-802-2838	—
JAIRO CASTRO	1 LEIDEL DRIVE	917-678-4868	jairoski@gmail.com

Mark Kirkelie & Barbara	9 Lee Pl.	615-498-0622	mkirkelie@bellsouth.net
Jeffrey + Shandy Ward	45 Londonderry Dr	402-699-6160	jsward0708@gmail.com
[redacted]	[redacted]		[redacted]
RAYMOND SPIEWAK	70 LEE	(508) 330-8775	rjspiewak@gmail.com
Bill & Natalya Olivier	30 Leidel Dr	315-922-8635	tdub1963@yahoo.com
DIANA MINOTTI	207 LONDON	386.237.3233	dianadmfa@gmail.com
PERRY MINOTTO	207 London	386.237.2140	perrydmfa@gmail.com
Yves Frederic	59 Lee Dr	386-366-3856	Jadolore_99@Yahoo.com
Denise Halle	5 Lake Charles Lane	732-406-0359	dtowell123@gmail.com
Davina & Fernando Leitzelar	74 Lee DR	207-228-4693	dfleitzelar@yahoo.com
GARY BIEDERMANN	50 MATANZAS LAKES DR	828 778 9506	BIEDERMANN63@GMAIL.COM
George Melo	6 Lemisdale	917-295-1799	GMFJC2010@Gmail.com

NAME	ADDRESS	PHONE #	E MAIL
JACK & NANCY CAYOUETTE	163 LONDON DR.	386-445-5607	[redacted] nanbycayo@gmail.com
RICHARD B. RICCARD	224 LONDON DR	2013625220	RICASTIN@YAHOO
Keith Flynn	47 Londonderry	386-503-3525	Kflynn@monivelandnet
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Laureen Piemontese	157 London Dr.	570.449.9123	lpiemo05@gmail.com
Ann Doherty	155 London Dr.	352.455.9558	Storecoupe@gmail.com
Karen & Steve Williams	190 London Dr	386-864-0827	Kwilliams33036@yahoo
GENE WAGGAMAN	53 LONDONDERRY	203-249-196[illegible]	ENAGGAMAN@GMAIL.COM
Shawn Schich	55 Londonderry Dr	919 961 4650	JAVAC88@gmail.com
Corinne Schich	55 Londonderry Dr	904-806-8060	ddancorinne@yahoo.com

NAME	ADDRES	PHONE #	EMAIL
BARBARA MCFARLANE	219 LONDON DR.	—	—
Ernelia Cespedes	218 London Dr	386 864 0408	—
Jackie Dempsey	195 London Dr.	386-446-4430	jackie dose yahoo.com
Alton W. Dempsey Sr.	195 London Drive	386-446-4430	
Karen & Stephen Berko	56 Lee Dr.	—	Kaberko@gmail.com
Kathy Lukach	46 Matanzas Cove Dr		

NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this _____day of May, 20 26 personally appeared Thomas Davidson who after providing personally known as identification and who ____ **did**, ____ **did not** take an oath, and who being duly sworn, deposes and says as follows: "I have read and fully understand the provisions of this instrument".

Two (2) signs have been posted on the subject property subject to a rezoning as described with **Application #** _____

✓ **At least fourteen (14) calendar days before the hearing date advertising the date, time, and location of the Planning & Land Development Regulation Board (PLDRB)**

OR

_____ **At least seven (7) days before the hearing date advertising the date, time, and location of the City Council hearing.**

Signature of Responsible Party

Thomas Davidson
Printed Name

145 City Pl. Ste 301, Palm Coast FL 32164
Mailing Address

Signature of Person Taking Acknowledgement

Caroline McNeil
Name of Acknowledger (Typed, Printed or Stamped)

NOTARY PUBLIC STATE OF FLORIDA
CAROLINE MCNEIL
MY COMMISSION # HH 536164
EXPIRES: October 6, 2028

SEAL

This document, once executed, must be returned to a Land Development Technician in the City of Palm Coast Community Development Department prior to the hearing date. Failure to provide document by that time will result in the application not being placed on the agenda for a public hearing.

ORDINANCE NO. 2021-01
LAKEVIEW ESTATES MPD
DEVELOPMENT AGREEMENT
APPLICATION #4150

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP FOR 280.6 +/- ACRES OF CERTAIN REAL PROPERTY PREVIOUSLY KNOWN AS THE MATANZAS GOLF COURSE AND GENERALLY LOCATED BETWEEN 0.5 TO 1.25 MILES NORTH OF MATANZAS WOODS PARKWAY, WEST OF I-95, AND EAST OF US HIGHWAY 1, AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT "A" FROM MASTER PLANNED DEVELOPMENT WITHOUT A DEVELOPMENT AGREEMENT TO LAKEVIEW ESTATES MASTER PLANNED DEVELOPMENT (MPD) WITH A DEVELOPMENT AGREEMENT AS PER SECTION 2.09 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; BY ALLOWING INSTITUTIONAL USES ALONG US HIGHWAY 1; CLUSTERED RESIDENTIAL USES AT AN OVERALL DENSITY OF UP TO ONE DWELLING UNIT PER ACRE WITH TOWNHOMES IN THE AREA LOCATED SOUTH OF LONDON DRIVE AND WEST OF LONDONDERRY DRIVE AND SINGLE-FAMILY HOMES OVER THE REMAINDER OF THE RESIDENTIALLY USED PROPERTY; AND ESTABLISHING VIEW PROTECTION ZONES AND WETLAND CONSERVATION AREAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Subject Property on the City's original zoning map in 1999/2000 had a Flagler County zoning designation of Urban Single-Family Residential (R-1B); and

WHEREAS, the Golf Course Community (GCC) Zoning District was created when the initial chapters of the Unified Land Development Code were adopted by Palm Coast through Ordinance 2005-33; and

WHEREAS, the Golf Course Community Zoning District was converted to the Master Planned Development (MPD) Zoning District by Palm Coast through Ordinance 2008-23; and

WHEREAS, the Subject Property ceased to operate as a golf course in or around 2007, and since that time, has not been used for any purpose other than vacant land; and

WHEREAS, the Subject Property has Future Land Use Map (FLUM) designations of Greenbelt and Conservation.

WHEREAS, Matanzas GC Palm Coast, LLC ("Owner") is the Owner of the 280.6 +/- acres of property further described in "Attachment A"("Subject Property") and has agreed to enter into the Lakeview Estates Master Plan Development Agreement, attached hereto as "Attachment B" ("Development Agreement"); and

WHEREAS, the Owner has requested to amend the Master Planned Development Zoning District by adding a Development Agreement in order to allow for 8.3 +/- acres of institutional uses along US Highway 1 and clustered homes at a density of up to one unit per acre on the balance of the land designated Greenbelt on the Future Land Use Map; and

WHEREAS, the Planning and Land Development Regulation Board ("PLDRB") and City Staff of the City of Palm Coast have recommended approval of this Ordinance and the Development Agreement, as modified by the PLDRB, and the PLDRB has found the requested changes and Development Agreement consistent with the City of Palm Coast Comprehensive Plan; and

WHEREAS, the City Council has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of City staff, and the recommendation of the Planning and Land Development Regulation; and

WHEREAS, the City Council of the City of Palm Coast, as the governing body of the City, pursuant to the authority vested in Chapter 163, Florida Statutes and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, the notice and public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code (Ordinance No. 2008-23) have been satisfied; and

WHEREAS, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed amendment and Development Agreement set forth herein and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB) which voted to recommend approval at its regularly scheduled meeting conducted on November 18, 2020, and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan, and that sufficient, competent and substantial evidence supports the proposed rezoning as set forth hereunder; and

WHEREAS, the Owner has fully complied with the requirements of City of Palm Coast Unified Land Development Code and the MPD Zoning District by agreeing to the MPD Development Agreement to permit the approved changes; and

WHEREAS, the City Council of the City of Palm Coast hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast, Florida.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. Legislative and Administrative Findings. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. MPD Rezoning. The Palm Coast City Council, pursuant to the Land Development Code of the City of Palm Coast hereby rezones the Subject Property from Master Planned Development without a Development Agreement to Lakeview Estates Master Planned Development Agreement ("MPD") and enacts this Ordinance creating the Lakeview Estates MPD Development Agreement, attached hereto as "Attachment B," for the property generally located between 0.5 and 1.25 miles north of Matanzas Woods Parkway, west of Interstate 95 and east of US Highway 1, legally described in "Attachment A" attached hereto.

SECTION 3. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

SECTION 4. Conflicts. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this 5th day of January 2021.

Adopted on second reading after due public notice and hearing City of Palm Coast this 19th day of January 2021.

CITY OF PALM COAST, FLORIDA

M Holland

MILISSA HOLLAND, MAYOR

ATTEST:

Virginia D Smith

VIRGINIA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

WILLIAM E. REISCHMANN, JR.
CITY ATTORNEY

Attachments:
Attachment A – Legal Description
Attachment B – MPD Development Agreement

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ATTACHMENT "A"
LEGAL DESCRIPTION

MATANZAS WOODS GOLF COURSE:

Reserved Parcel "A", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northeast corner of Block 165 of said Plat of Lakeview; thence North 89°30'56" East 21.68 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 349.56 feet, a radius of 800.00 feet, a central angle of 25°02'07" and a chord bearing South 26°22'21" East, 346.78 feet to a point of tangency; thence South 38°53'25" East 2087.61 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 266.63 feet, a radius of 1120.00 feet, a central angle of 13°38'23" and a chord bearing South 32°04'13" East, 265.99 feet to a point of tangency; thence South 25°15'02" East 772.55 feet to a point of cusp; thence northwesterly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 66°04'26" West 196.12 feet to a point; thence South 16°53'50" East 110.00 feet to a point on a curve; thence westerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing South 64°44'57" West 11.62 feet to a point; thence North 33°36'15" West 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 15°34'21" West 196.12 feet to a point of tangency; thence South 25°15'02" East 100.25 feet to a point on a curve; thence southwesterly along a curve to the left having an arc length of 217.30 feet, a radius of 280.98 feet, a central angle of 44°18'38" and a chord bearing South 42°35'39" West 211.92 feet to a point of tangency; thence South 08°35'49" West 179.39 feet; thence North 81°24'11" West 913.66 feet; thence South 08°35'49" West 125.00 feet; thence North 81°24'11" West 40.00 feet; thence North 08°35'49" East 125.00 feet; thence North 81°24'11" West 125.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 180.00 feet, a radius of 225.00 feet, a central angle of 45°50'12" and a chord bearing South 75°40'43" West,175.24 feet to a point; thence South 37°14'23" East, 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 77.08 feet, a radius of 100.00 feet, a central angle of 44°09'48" and a chord bearing South 30°40'43" West 75.19 feet to a point of tangency; thence South 08°35'49" West, 237.34 feet; thence North 81°24'11" West 87.50 feet; thence North 51°24'11" West 130.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 87°46'25" West,196.12 feet to a point; thence South 43°02'58" East 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'26" and a chord bearing South 38°35'49" West 11.62 feet to a point; thence North 59°45'24" West 110.00 feet; thence South 38°35"49" West 128.21 feet; thence North 51°24'11" West 1018.03 feet; thence North 38°35'49" East 380.00 feet;

thence South 51°24'11" East 500.00 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00, a central angle of 90°00'00" and a chord bearing North 83°35'49" East, 318.20 feet to a point; thence North 51°24'11" West 125.00 feet; thence North 38°35"49" East 230.92 feet; thence South 51°24'11" East 100.00 feet; thence South 81°24'11" East 993.30 feet to a point of curvature; thence northeasterly along a curve to the left having an arc length of 431.48 feet, a radius of 225.00 feet, a central angle of 109°52'35" and a chord bearing North 43°39'32" East, 368.34 feet to a point of tangency; thence North 11°16'46" West 478.51 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 245.29 feet, a radius of 225.00 feet, a central angle of 62°27'41" and a chord bearing North 42°30'36" West, 233.32 feet to a point; thence North 08°35'49" East 77.01 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing North 36°24'11" West 318.20 feet to a point; thence westerly along a curve to the left having an arc length of 446.47 feet, a radius of 150.00 feet, a central angle of 170°32'16" and a chord bearing North 76°40'19" West 298.98 feet to a point of tangency; thence South 08°35'49" West 149.66 feet; thence North 81°24'11" West 50.00 feet; thence North 08°35'49" East 125.00 feet; thence North 78°43'26" West 153.29 feet; thence North 09°33'43" West 148.11 feet; thence South 69°50'14" East 67.79 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 146.25 feet, a radius of 150.00 feet, a central angle of 55°51'48" and a chord bearing North 87°23'42" East,140.53 feet to a point; thence North 30°32'12" West 110.00 feet to a point on a curve; thence northeasterly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 51°06'35" East 11.62 feet to a point; thence South 47°14'37" East 110.00 feet to a point on a curve; thence northerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'48" and a chord bearing North 01°55'59" East 196.12 feet to a point of tangency; thence North 38°53'25" West 326.21 feet; thence North 80°07'23" West 122.65 feet; thence North 09°33'42" West 80.00 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 166.36 feet, a radius of 325.00 feet, a central angle of 29°19'42" and a chord bearing North 24°13'34" West,164.55 feet to a point of tangency; thence North 38°53'25" West 200.00 feet; thence South 51°06'35" West 125.00 feet; thence North 38°53'25" West 20.00 feet; thence North 51°06'35" East 125.00 feet; thence North 38°53'25" West 178.81 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 292.66 feet, a radius of 325.00 feet, a central angle of 51°35'39" and a chord bearing North 64°41'14" West, 282.87 feet to a point of tangency; thence South 89°30'56" West 678.94 feet to a point of curvature; thence southwesterly along a curve to the left having an arc length of 389.08 feet, a radius of 225.00 feet, a central angle of 99°04'39" and a chord bearing South 39°58'37" West, 342.38 feet to a point of cusp; thence North 09°33'43" West 137.22 feet; thence North 00°29'04" West 425.00 feet; thence North 89°30'56" East 1200.00 feet; thence North 00°29'04" West 125.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "C", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northwest corner of said Reserved Parcel "C"; thence North 89°26'28" East 630.08 feet; thence South 38°43'02" West 202.91 feet; thence South 51°40'07" East 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 250.77 feet, a radius of 300.00 feet; a central angle of 47°53'36" and a chord bearing South 14°23'05" West 243.53 feet to a point of tangency; thence South 09°33'43" East 403.87 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 520.00 feet, thence North 80°26'17" East 125.00 feet; thence South 09°33'43" East 40.00 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 980.61 feet to a point of curvature; thence southerly along a curve to the left having an arc length of 441.04 feet, a radius of 725.00 feet, a central angle of 34°51'17" and a chord bearing South 26°59'21" East, 434.27 feet to a point; thence North 45°35'00" East 55.00 feet; thence South 44°25'00" East 67.22 feet; thence North 39°51'14" East 73.36 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 13.16 feet, a radius of 600.00 feet; a central angle of 01°15'25" and a chord bearing South 50°46'29" East 13.16 feet to a point of tangency; thence South 51°24'11" East 170.76 feet; thence South 54°59'31" West 770.58 feet; thence North 35°00'29" West 649.53 feet to a point on the east right of way line of U.S. Highway No.1; thence northerly along said right of way line of the following six courses; run North 09°59'31" East 128.08 feet; thence South 89°43'01" West 5.08 feet; thence North 09°59'31" East 253.32 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 655.06 feet, a radius of 2030.05 feet, a central angle of 18°29'18" and a chord bearing North 00°44'52" East, 652.23 feet to a point of tangency; thence North 08°29'47" West 179.58 feet; thence South 81°30'12" West 20.00 feet; thence North 08°29'47" West 1583.88 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "D" Lake View - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most northerly corner of said Reserved Parcel "D"; thence South 38'53'28" East 93.32 feet; thence North 89°30'56" East 936.80 feet; thence South 00°29'04" East 432.94 feet; thence South 09°33'42" East 57.28 feet to a cusp point; thence northwesterly along a curve to the left having an arc length of 317.78 feet, a radius of 225.00 feet; a central angle of 80°55'21" and a chord bearing North 50°01'23" West 292.02 feet to a point of tangency; thence South 89°30'56" West 846.10 feet; thence North 09°33'43" West 149.00 feet to a point of curvature; thence northerly along a curve to the right having an arc length of 254.23 feet, a radius of 240.00 feet, a central angle of 60°41'38" and a chord bearing North 20°47'06" East, 242.51 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows: From a POINT OF BEGINNING, being the most southerly corner at said Reserved Parcel "E"; thence North 64°44'58" East 526.36 feet; thence North 25°15'02" West 335.20 feet; thence South 64°44'58" West 125.00 feet; thence North 25°15'02" West 620.00 feet to a point of curvature; thence northwesterly along a curve to the right having an arc length of 60.46 feet, a radius of 425.00 feet, a central angle of 08°09'02" and a chord bearing North 21°10'31" West, 60.41 feet to the southeasterly corner of a parcel described in Official Records Book 492, pages 936-939; thence northerly along the boundary of said parcel described in Official Records Book 492, pages 936-939 for the following five courses; thence South 72°54'00" West 10.00 feet; thence North 53°38'13" West 20.65 feet; thence South 05°01'26" West 11.50 feet; thence North 10°42'21" West 31.82 feet; thence North 01°05'36" East 53.63 feet; thence North 85°41'45" East 24.67 feet to the boundary of above said Reserved Parcel "2", being a point on a curve; thence northerly along a curve to the right having an arc length of 28.33 feet, a radius of 425.00 feet; a central angle of 03°49'11" and a chord bearing North 02°23'39" West 28.33 feet to a point of tangency; thence North 00°29'04" West 1536.30 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point; thence South 85°19'06" East 128.73 feet; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 202.47 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of

16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 1003.67 feet; thence South 25°15'02" East 260.04 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 19°44'58" West, 318.20 feet to a point of tangency; thence South 64°44'58" West 800.00 feet; thence South 25°15'02" East 300.00 feet; thence North 64°44'58" East 910.00 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'11" and a chord bearing North 85°37'33" East, 302.90 feet to a point; thence South 16°30'09" West 125.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 34.00 feet, a radius of 300.00 feet, a central angle of 06°29'36" and a chord bearing South 70°15'03" East 33.98 feet to a point; thence North 22°59'45" East 125.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'13" and a chord bearing South 46°07'39" East 302.91 feet to a point of cusp; thence North 25°15'02" West 822.28 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 561.16 feet, a radius of 275.00 feet, a central angle of 116°54'59" and a chord bearing North 33°12'28" East, 468.74 feet to a point of tangency; thence South 88°20'03" East 756.56 feet; thence South 07°23'44" West 126.38 feet to a point of on a curve; thence easterly along a curve to the right having an arc length of 150.15 feet, a radius of 150.00 feet, a central angle of 57°21'14" and a chord bearing South 53°55'39" East 143.96 feet to a point of tangency; thence South 25°15'02" East 40.00 feet; thence North 64°44'58" East 125.00 feet to the easterly line of Belle Terre Waterway; thence North 25°15'02" West along said easterly line of Belle Terre Waterway for a distance of 862.29 feet to a point of curvature; thence depart said boundary line of said Reserved Parcel "2" and run westerly along the southerly line of Jefferson Davis Waterway for the following four courses: run westerly along a curve to the left having an arc length of 921.97 feet, a radius of 825.00 feet, a central angle of 64°01'49" and a chord bearing North 57°15'57" West, 874.74 feet to a point of tangency; thence North 89°16'51" West 858.76 feet to a point of curvature; thence westerly along a curve to the right having an arc length of 411.10 feet, a radius of 675.00 feet, a central angle of 34°53'44" and a chord bearing North 71°49'59" West, 404.78 feet to a point of tangency; thence North 54°23'07" West 585.58 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 177.30 feet, a radius of 825.00 feet, a central angle of 12°18'47" and a chord bearing North 60°32'31" West,176.96 feet to a point on the westerly boundary of said Reserved Parcel "2"; thence southerly and westerly along said westerly boundary of said Reserved Parcel "E" for the following seven courses: South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southeasterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 331.52 feet, a radius of 720.00 feet, a

central angle of 26°22'53" and a chord bearing South 25°41 '59" East 328.59 feet to a point of tangency; thence South 38°53'25" East 1801.29 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Part of Government Sections 21 and 22, Township 10 South, Range 30 East, Flagler County, Florida being that part of PARCEL NO. 2 of the property described in Official Records Book 142, pages 278-279, lying south of Jefferson Davis Waterway and being more particularly described as follows:
From a POINT OF REFERENCE being a point on the easterly boundary line of the above described PARCEL NO. 2, said point being the northwest corner of Reserved Parcel "2" as shown on the recorded plat of Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida; thence South 29°30'56" West along the easterly boundary of said PARCEL NO. 2 being also along the westerly boundary of said Reserved Parcel "E" for a distance of 390.35 feet to the POINT OF BEGINNING; thence continue along the easterly and southerly boundary of said PARCEL NO. 2 being also along the westerly and northerly boundary of said Reserved Parcel "E" for the following seven courses: run South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southwesterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence northerly along a curve to the right having an arc length of 151.10 feet, a radius of 720.00 feet, a central angle of 12°01'28" and a chord bearing North 06°29'48" West 150.83 feet to a point; thence South 89°30'56" West 1280.00 feet to the northwest corner of Block 164 of said plat of Lakeview; thence North 12°53'48" East along the southerly line of said Jefferson Waterway for a distance of 297.66 feet to a point on a curve; thence northeasterly along a curve to the right having an arc length of 913.19 feet, a radius of 825.00 feet, a central angle of 63°25'15" and a chord bearing North 39°41'03" East 867.28 feet to a point of tangency; thence North 71°23'41" East 1251.37 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 603.42 feet, a radius of 825.00 feet; a central angle of 41°54'25" and a chord bearing South 87°39'07" East, 590.05 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

All of that land vacated in the Subdivision Plat Of Lakeview - Section 37 Palm Coast Map Book 13 Pages 1 through 29, per Resolution 95-56 as recorded in Official Records Book 538 at Pages 1611 through 1613, Public Records of Flagler County, Florida, being described as follows:
BEGINNING at the southwesterly corner of Lot 22, Block 143 of the aforesaid Lakeview - Section 37; thence North 80°26'17" East a distance of 49.47 feet to a point of curvature of a curve to the right; thence northeasterly along said curve having a radius of 300.00 feet, a central angle of 14°34'59" an arc of 76.36 feet and a chord bearing North

87°43'47" East, 76.15 feet to a point on a non-tangent line; thence North 09°33'43" West, a distance of 1273.40 feet; thence North 80°26'17" East a distance of 124.48 feet; thence South 47°01'13" East a distance of 97.49 feet to a point on a non-tangent curve; thence northeasterly along a curve to the right having a radius of 150.00 feet; a central angle of 08°07'48", an arc length of 21.28 feet and a chord bearing North 47°02'41" East, 21.27 feet to a point of tangency; thence North 51°06'35" East a distance of 100.00 feet; thence South 38°53'25" East a distance of 50.00 feet; thence South 51°06'35" West a distance of 100.00 feet to a point of curvature; thence southwesterly along a curve to the left having a radius of 100.00 feet, central angle of 05°43'46, an arc length of 10.00 feet and a chord bearing South 48°14'42" West,10.00 feet to a point on a non-tangent line; thence South 50°07'21" East a distance of 153.93 feet; thence South 51°06'35" West a distance of 20.25 feet; thence South 09°33'43" East a distance of 936.00 feet; thence South 35°36'55" East a distance of 82.42 feet; thence South 81°24'11" East a distance of 240.00 feet; thence South 08°35'49" West a distance of 125.00 feet; thence South 81°24'11" East a distance of 27.55 feet to a point on a non-tangent curve; thence southwesterly along curve to the left having a radius of 40.00 feet, a central angle of 77°21'52", an arc of 54.01 feet and a chord bearing South 08°35'49" West 50.00 feet to a point on a non-tangent line; thence North 81°24'11" West a distance of 4.59 feet; thence South 08°35'49" West a distance of 125.00 feet; thence North 81°24'11" West a distance of 480.00 feet; thence South 84°38'20" West a distance of 69.97 feet; thence North 03°00'11" West a distance of 144.02 feet to a point on a non-tangent curve; thence southwesterly along a curve to the left having a radius of 250.00 feet, a central angle of 13°34'27", an arc of 59.23 feet and a chord bearing South 87°13'31" West, 59.09 feet to a point of tangency; thence South 80°26'17" West a distance of 51.03 feet to a point on a non-tangent curve; thence northwesterly along a curve to the left having a radius of 200.00 feet, a central angle of 07°10'51" an arc of 25.07 feet and a chord bearing North 05°58'17" West 25.05 feet to a point of tangency; thence North 09°33'43" West a distance of 25.00 feet to the POINT OF Beginning, the above described parcel of land is situated in Section 22, Township 10 South, Range 30 East, Flagler County, Florida.

ALSO INCLUDING:

Part of Reserved Parcel "R-1", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most easterly corner of said Reserved Parcel "R-1"; thence South 38°35'49" West along the southeasterly line of said Reserved Parcel "R-1" for a distance of 767.47 feet; thence North 51°24'11" West 1300.81 feet to the most westerly corner of said Reserved Parcel "R-1"; thence North 54°59'31" East,148.96 feet; thence South 59°22'19" East 485.17 feet; thence South 73°43'22" East 217.49 feet; thence North 77°17'42" East 363.21 feet; thence North 38°35'49" East 191.24 feet; thence South 51°24'11" East 350.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E" according to the Subdivision Plat Lakeview Section 37, Palm Coast, recorded in Map Book 13, Pages 1 Through 29, of the Public Records of Flagler County, Florida, being more particularly described as follows: A POINT OF REFERENCE being the northeast corner of Lot 1, Block 75; thence North 25°15'02" West along the west line of Belle Terre Waterway a distance of 862.29 feet to THE POINT OF BEGINNING; thence departing Belle Terre Waterway (as platted) 921.97 feet along the arc of a curve to the left (concave southerly) have a central angle of 64°01'49", a radius of 825.00 feet, a chord bearing of North 57°15'57" West and a chord distance of 874.74 feet to a point of tangency, thence North 89°16'51" West a distance of 858.76 feet to a point of curvature; thence 411.10 feet along the arc of a curve to the right (concave northerly) having a central angle of 34°53'44", a radius of 675.00 feet, a chord Bearing of North 71°49'59" West and a chord distance of 404.78 feet to the end of said curve being a point on the boundary of Jefferson Davis Waterway as recorded in Official Records Book 549, Pages 966 through 990, of the Public Records of Flagler County, Florida; thence North 35°36'53" East along said waterway a distance of 30.00 feet to a point on a non-tangent curve; thence easterly 392.83 feet along the arc of a curve to the left (concave northerly)having a central angle of 34°53'44", a radius of 645.00 feet, a chord bearing of South 71°49'59" East and a chord distance of 386.79 feet to a point of tangency; thence South 89°16'51" East a distance of 858.76 feet to a point of curvature; thence 955.50 feet along the arc of a curve to the right concave southwesterly having a central angle of 64°01'49", a radius of 855.00 feet, a chord bearing of South 57°15'57" East and a chord distance of 906.54 feet to the end of said curve; thence South 64°44'58" West a distance of 30.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5), BEING A PORTION OF LONDON WATERWAY, LAKEVIEW SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 26, LOCATED IN GOVERNMENT SECTION 28, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF ASHWOOD WATERWAY (A 300 FOOT RIGHT-OF-WAY) PER SAID LAKEVIEW SECTION 37, WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, (STATE ROAD 5, A 175 FOOT RIGHT-OF-WAY AT THIS POINT); THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 35°00'29" EAST ALONG SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY FOR A DISTANCE OF 649.53 FEET TO THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID ASHWOOD WATERWAY LINE NORTH 54°59'31" EAST ALONG THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY FOR A DISTANCE OF 770.58 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LONDON DRIVE, (A 60 FOOT RIGHT-OF-WAY), PER SAID LAKEVIEW-SECTION 37; THENCE DEPARTING THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY SOUTH 51°24'11" EAST ALONG SAID RIGHT-

OF-WAY LINE FOR A DISTANCE OF 104.24 FEET TO THE SOUTHERLY LINE OF SAID LONDON WATERWAY; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 54'59'31" WEST ALONG SAID SOUTHERLY LINE OF LONDON WATERWAY FOR A DISTANCE OF 800.00 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY; THENCE NORTH 35°00'29" WEST ALONG SAID ASHWOOD WATERWAY LINE FOR A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

ATTACHMENT "B"
MPD DEVELOPMENT AGREEMENT

(This page intentionally left blank. Attachment begins next page.)

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RECORDED IN THE RECORDS OF
Tom Bexley Clerk of the Circuit Court & Comptroller
Flagler FL

Michael D. Chiumento III, Esq.
Chiumento Dwyer Hertel Grant
145 City Place, Suite 301
Palm Coast, FL 32164

Return to:
City Clerk
City Hall
160 Lake Avenue
Palm Coast, FL 32164

---------- [SPACE ABOVE THIS LINE FOR RECORDING DATA] ----------

LAKEVIEW ESTATES

MASTER PLAN DEVELOPMENT AGREEMENT

THIS MASTER PLAN DEVELOPMENT AGREEMENT, (herein referred to as the "Development Agreement") is made and executed this 19th day of January, 2021, by and between the **CITY OF PALM COAST**, a Florida municipal corporation (herein referred to as the "City"), whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, and the owner of the subject property, **MATANZAS GC PALM COAST, LLC**, a Florida limited liability company (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status) whose address is 200 Ocean Crest Drive, Unit 111, Palm Coast, Florida 32137.

WITNESSETH:

WHEREAS, the Owner is the fee simple title owner of certain real property consisting of 280.6 +/- acres located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **Exhibit "A"** and incorporated herein ("Subject Property"); and

WHEREAS, the Subject Property ceased to operate as a golf course in or around 2007, and since said time, has not been used for any purpose other than vacant land; and

WHEREAS, the Subject Property has Future Land Use Map (FLUM) designations of Greenbelt and Conservation.

WHEREAS, the Owner requests approval for a Master Planned Development ("MPD") on the Subject Property, subject to the conditions set forth in this Development Agreement; and

WHEREAS, the Owner voluntarily agrees with the conditions, terms, and restrictions hereinafter recited, and has agreed voluntarily to their imposition as an incident to development of the Subject Property; and

WHEREAS, the City of Palm Coast Planning and Land Use Regulations Board (PLDRB) and the City of Palm Coast City Council ("City Council") find that this Development Agreement is consistent with the City's Comprehensive Plan (2035) (the "Comprehensive Plan") and Unified Land Development Code (LDC) and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City; and

WHEREAS, the City Council further finds that this Development Agreement is consistent with and an exercise of the City's powers under the Municipal Home Rule Powers Act; Article VIII, Section 2(b) of the Constitution of the State of Florida; Chapter 166, Florida Statutes; the City of Palm Coast City Charter; other controlling law; and the City's police powers; and

WHEREAS, additional conditions of approval may also be included within the minutes of relevant meetings of the (PLDRB) and City Council. Furthermore, any

representations or promises made by the Owner during the zoning review and approval process for the Project (whether oral or in writing) shall also be additional conditions of approval if deemed appropriate by the City; and

WHEREAS, this is a non-statutory Development Agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 -163.3243, Florida Statutes.

NOW, THEREFORE, it is hereby resolved and agreed by and between the City and the Owner that the Owner's application for a Master Planned Development is approved subject to the Development Agreement's following terms and conditions:

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated herein by this reference and form a material part of this Development Agreement upon which the City and the Owner have relied.

SECTION 2. REPRESENTATIONS OF OWNER.

(a) The Owner hereby represents and warrants to the City that the Owner is the fee simple record title owner of the Subject Property in accordance with the title opinion or title certification provided by the Owner to the City issued by an attorney or title insurance company licensed to provide services in the State of Florida with said title opinion or certification showing all liens, mortgages, and other encumbrances not satisfied or released of record relative to the Subject Property.

(b) The Owner represents and warrants to the City that it has the power and authority to enter into and consummate the terms and conditions of this Development Agreement; that all acts, approvals, procedures, and similar matters required in order to authorize this Development Agreement have been taken, obtained or followed, as the

case may be; that this Development Agreement and the proposed performance of this Development Agreement by the Owner is not an ultra vires act; and that, upon the execution of this Development Agreement by the parties, this Development Agreement shall be valid and binding upon the parties hereto and their successors in interest.

(c) The Owner hereby represents to the City that all required joinders and consents have been obtained and set forth in a properly executed form on this Development Agreement. Unless otherwise agreed to by the City, all liens, mortgages, and encumbrances not satisfied or released of record must be subordinated to the terms of this Development Agreement and joinders must be executed by any mortgagees. It is the responsibility of the Owner to ensure that said subordinations and joinders occur in a form and substance acceptable to the City Attorney prior to the City's execution of this Development Agreement. If the Owner fails to attain the joinder and consent, then the Owner shall lose all rights and benefits deriving hereunder.

SECTION 3. APPROVAL OF MASTER PLAN DEVELOPMENT

(a). The City Council at its business meeting of January 5, 2021, approved a Master Plan Development for the Subject Property subject to the terms and conditions of this Development Agreement.

(b). The Owner acknowledges that if this Development Agreement is ever terminated, the approval shall be deemed null and void and the land uses approved for the Subject Property shall no longer be permitted, unless otherwise approved by the City Council.

(c). The current provisions of the LDC, as may be amended from time-to-time, shall be applicable to the Subject Property unless otherwise specifically stated herein.

Any City Code provision not specifically so identified will not be affected by the terms of this Development Agreement, and will be subject to enforcement and change under the same criteria as if no Development Agreement were in effect.

SECTION 4. PROJECT DESCRIPTION.

The Subject Property has two Comprehensive Plan FLUM designations, Greenbelt on approximately 276.3 +/- acres and Conservation on approximately 4.3 +/- acres. The current MPD zoning on the property will be maintained and this Development Agreement shall govern all development on the Subject Property as defined herein. Consistent with the Comprehensive Plan and the Greenbelt FLUM, residential units may be developed at one unit per acre. Institutional uses proposed on Greenbelt FLUM acreage shall be deducted from the one-unit per acre residential unit calculations. The Project proposes 8.3 +/- acres of Greenbelt FLUM for institutional uses within the Greenbelt FLUM. As a result, 268 residential units are permitted to be clustered within the remaining 268.0 +/- acres of Greenbelt FLUM. The Owner may develop a residential and institutional development as depicted on the Lakeview Estates Conceptual Master Plan, attached hereto as **Exhibit "B"** and as further defined herein ("Project"). **Exhibit "B-1"** through **Exhibit "B-8"** further define the project and illustrate allowable uses within each Tract. The uses on each Tract (shall be as follows which are consistent with the Conceptual Site Plan:

TRACT	USE	LDC Designation to be used for Development Standards purposes only
1	Uses on this tract will be single-family residential homes along with View Protection Zones (VPZ), wetland preservation, stormwater pond creation, and community amenities including exterior storage of	SFR-1

	boats and RVs exclusively for residents residing in the community that will be totally screened from view from off-site properties, Lakeview Boulevard and London Drive.	
2	Uses on this tract primarily consist of View Protection Zones, wetlands, natural buffers, and stormwater ponds. In addition, the property is limited to single family residential dwellings view protection zones, natural buffers, and stormwater ponds.	SFR-2 and P&G
3	This tract is designated as View Protection Zones and natural buffers.	P&G
4	Uses on this tract primarily consist of View Protection Zones/conservation, and wetlands. The property is limited to single family residential dwellings.	SFR-2 and P&G
5	This Tract is designated as a View Protection Zone/conservation.	P&G
6	This Tract is designated as a View Protection Zone	P&G
7	Uses on this tract primarily consist of View Protection Zone and an existing pond. The property is limited to single family residential dwellings.	SFR-2 and P&G
8	Use of this Tract is limited to townhouses, single-family, View Protection Zones, and existing pond. FLUM areas designated Conservation shall be field verified prior to development and the boundaries between the Greenbelt and Conservation areas shall be modified accordingly on the FLUM.	MFR-1[1], SFR-1and P&G
9	Use of this Tract will be limited to 8.3 acres of institutional uses meeting the PSP zoning standards except the maximum building height shall be 35 feet and there shall be a minimum View Protection Zone of 150 feet in width along its eastern property line where it abuts the rear of all existing platted residential lots. All remaining areas include View Protection Zones, new and existing ponds, and natural buffers.	PSP and P&G
10	Use of this Tract is limited to single family residential units with View Protection Zones.	SFR-2

[1] There is a height limitation of thirty-five (35) feet for townhouses, a minimum living area of 1,000 sq. ft. with at least a one-car garage per unit and a minimum setback of 150' from all existing single-family platted lots imposed on this use.

1. TRACT 1: Tract 1 shall be permitted to develop into a single family detached residential community consistent with the City's SFR-1 zoning district

standards. This community will contain its own private amenities which may include a club house, pools, activities room, exercise trails and self-storage of boats and recreational vehicles limited to residents use only. It shall have two (2) entrances onto Lakeview Drive. Stormwater ponds will be developed on site to contain all runoff as required by Federal, State and City rules. In the areas that abut existing residential platted lots, a View Protection Zone ("VPZ") will be required (See Section 10.7). Prior to application for Subdivision Master Plan or Site Plan Approval, an applicant shall ensure that the VPZ is designed in such a fashion that it maintains the Lot Owners' view of the Subject Property consistent with the City's Land Development Code (LDC). Also prior to the above-mentioned application, an applicant shall demonstrate that Tract 1 is or shall be free from environmental hazards and safe for human occupation as regulated by Federal, State and local law including, but not limited to, the Florida Department of Environmental Protection ("FDEP"). The existing golf course maintenance building may be utilized during construction of the residential community on Tract 1 but shall be removed prior to completion of the infrastructure for the residential community.

2. TRACT 2: Tract 2 shall be maintained as a VPZ except for the area depicted on Exhibit "B-2" Tract Plan for single family residential lots. The single family residential area shall be developed consistent with the SRF-2 zoning district standards. As a condition of approval of these lots, a VPZ shall be provided to specifically address the adjacent existing single-family platted lots.

3. TRACT 3: Tract 3 is designated as VPZ and natural buffers.

4. TRACT 4: Tract 4 shall be mostly preserved as a natural area through the use of VPZs and Conservation Easements over existing wetlands. The on-site wetlands are intended to be preserved and, if impacted, avoidance and minimization techniques will be required pursuant to Federal, State and local law. Consistent with Exhibit "B-4" Tract Plan, some single-family residential lots may be developed consistent with the SFR-2 zoning designation standards, however they will be required to provide a VPZ if behind existing platted residential lots.

5. TRACT 5: Tract 5 shall be a VPZ. No development shall be permitted on Tract 5.

6. TRACT 6: Tract 6 shall be a VPZ.

7. TRACT 7: Tract 7 shall be maintained as a VPZ except for the areas depicted on Exhibit "B-6" Tract Plan for single family residential lots. The single family residential areas shall be developed consistent with the SRF-2 zoning district and shall provide a VPZ behind existing platted residential lots.

8. TRACT 8: Tract 8 shall be permitted to be developed consistent with the development standard for the LDC zoning classification of MFR-1 but limited to townhouses. Single-family homes could also be developed using the SFR-1 standards. Notwithstanding said designation, no development on this tract shall exceed thirty-five (35) feet in height. All townhouse development on Tract 8 shall be set back a minimum of 150 feet from any existing single-family platted lot. The existing pond shall be preserved for the benefit of adjacent property owners. The area designated Conservation on the FLUM can be field verified by the Owner through all applicable governmental

agencies and areas designated as uplands may be reclassified to Greenbelt on the FLUM and then utilized for residential purposes.

9. TRACT 9: The easterly 150 feet of Tract 9 that is located behind existing residential platted lots located along the westerly side of London Drive shall be maintained as a VPZ to ensure protection of natural areas. Stormwater areas are also permitted on Tract 9. PSP (institutional) uses with a height limit of 35 feet will be permitted on 8.3 acres of the remaining area. Prior to making any application for development, the Owner shall prepare a conceptual site plan and hold a neighborhood meeting consistent with the requirements of the LDC. Any development application for Tract 9 shall require final action by the PLDRB.

10. Tract 10: Tract 10 shall be permitted to develop single family detached residential units consistent with the LDC SFR-2 zoning district standards. Additionally, a VPZ is required to be provided as shown on the Exhibit "B-8" Tract Plan.

11. In addition to the above, Tracts 1, 8 and 9 of the Project shall be integrated internally and externally by a series of pedestrian pathways and roadways and developed in conformance with the LDC and this Development Agreement.

12. All common areas, VPZ, stormwater ponds and natural areas shall be maintained by a POA or third party determined acceptable to the City.

SECTION 5. FUTURE LAND USE MAP (FLUM).

The future land use designation for the Subject Property is primarily Greenbelt. More specifically about 276.3 +/- acres are designated Greenbelt and the remaining 4.3 +/- acres are designated Conservation. Policy 1.1.1.2 of the Comprehensive Plan establishes the density and intensity for each land use category and zoning district. The density for

Greenbelt is one dwelling unit/acre. Density calculations are not permitted for Conservation areas or Greenbelt lands utilized for PSP (institutional) uses.

SECTION 6. APPROVAL OF CONCEPTUAL PLAN AND DEVELOPMENT REVIEW PROCESS.

(a) The City Council, at its regular meeting on January 19, 2021, adopted Ordinance 2021-_____for a Master Planned Development affecting the Subject Property subject to the terms and conditions of this Development Agreement.

(b) The Owner acknowledges if this Development Agreement is ever terminated, the approval shall be deemed null and void and the land uses approved for the Subject Property shall no longer be permitted, unless otherwise approved by the City Council.

(c) The provisions of the then current LDC shall be applicable to the Subject Property unless otherwise specifically stated herein. Any City Code provision not specifically identified will not be affected by the terms of this Development Agreement and will be subject to enforcement as if no Development Agreement were in effect.

(d) The Conceptual Site Plan, Exhibit "B", generally depicts the layout of the Project and delineates the approximate property boundaries, streets, property lines, general location of lots and intended uses. Exhibits B-1 through B-8 depict the layout of the Project in more detail and where a conflict exists between Exhibit "B" and Exhibits B-1 through B-8, the more detailed Exhibits B-1 through B-8 shall govern.

SECTION 7. MODIFICATIONS TO THE CONCEPTUAL SITE PLAN.

Modifications to the exact location and number of lots, roadways, primary sidewalk/pathway system, and other improvements may be requested by the Owner and

approved by the Land Use Administrator during review of construction documents, site plans, or Subdivision Master Plan for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator is authorized to approve those modifications to the Conceptual Site Plan as allowed by Code, and any construction documents, and Subdivision Master Plan for the Subject Property or portions thereof provided that: (1) The location of the VPZs are not reduced or relocated, (2) The maximum building height is not exceeded, (3) Property setbacks and landscape buffers are not modified, and (4) the approved plans maintain the development standards in this Development Agreement. In accordance with the Land Development Code, future neighborhood meetings may be required. Distance notification requirements will be from the applicable development tract consistent with the neighborhood meeting requirements.

SECTION 8. PERMITTED USES.

ALL USES ON THE PROPERTY SHALL BE CONSISTENT WITH THIS AGREEMENT AND SPECIFICALLY SECTION 4, ABOVE. NOTWITHSTANDING SUCH, THE OWNER AGREES TO FULLY COMPLY WITH THE FOLLOWING USE RESTRICTIONS ON THE SUBJECT PROPERTY. THE OWNER MUST DEVELOP THE SUBJECT PROPERTY CONSISTENT WITH THE CONCEPTUAL SITE PLAN, EXCEPT AS OTHERWISE PROVIDED IN SECTION 8 OF THIS DEVELOPMENT AGREEMENT.

8.1 USE RESTRICTIONS.

(a) Any use of any portion of the Subject Property not designated in Section 4 (inclusive of all exhibits included therein), on the Conceptual Site Plan shall be prohibited.

(b) Except as provided elsewhere in this Development Agreement, any modification to the Development Agreement that proposes a change of uses approved herein, increases the intensity or types of development, or removes, decreases or modifies the location of a VPZ shall require the approval of the City Council, following the review and recommendation of the PLDRB.

8.2 VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, PARKING AND INTERCONNECTIVITY.

(a) The Conceptual Plan integrates pedestrian, bicycle, and vehicular traffic circulation systems within, and outside of, the Subject Property and with adjacent rights-of-ways. All uses shall have access to a roadway but are not required to front on a dedicated road. The City shall be granted access to all roadways to ensure that public safety is maintained.

(b) There shall be at a minimum two (2) methods of entrance and exit consistent with the City's Comprehensive Plan and LDC.

SECTION 9. LAND DEVELOPMENT CODE NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of an inconsistency between the terms of this Development Agreement and the LDC, the terms of this Development Agreement shall prevail except as it pertains to MPD regulations within the LDC. In the event of an inconsistency between the terms of this Development Agreement and the Conceptual Site Plan, the terms of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDC shall apply but

only to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the Conceptual Site Plan.

SECTION 10. FACILITY COMMITMENTS.

(a) Unless otherwise described elsewhere in this Development Agreement, the Owner agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development of the Subject Property. No building permits or development permits shall be issued for the Subject Property unless adequate capacity of concurrency monitored facilities are available concurrent with the impact on said facilities by the Project.

(b) PRIVATE AND PUBLIC IMPROVEMENTS: The Owner, its successors, and assigns, agree to construct, at a minimum, the following on-site improvements, at their sole and exclusive expense, as a condition of this Development Agreement and in addition to the payment of all impact fees relating to the development of the Subject Property, unless otherwise provided for herein; parking areas; roads, utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping. In addition to the foregoing on-site improvements, the Owner must complete any required remediation of contamination in accordance with FDEP/State regulations and provide a performance bond to the City for the remediation work. Bonds for the work described herein shall be in a form acceptable by the City. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required

conditions are related in both nature and extent to the impacts of the proposed Project. Nothing herein shall be deemed a prohibited exaction under Fla. Stat. 70.45, and Owner agrees it has not suffered any damages under that statute.

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Owner shall provide a system of sidewalks on the tracts with direct access from Lakeview Boulevard to ensure that pedestrians maintain easy and safe access to all uses as depicted on the Conceptual Site Plan. The Owner shall provide community sidewalks that are a minimum of five (5) feet wide on only one side of the internal roadway system on Tract 1 as may be required. Owner shall be obligated to provide sidewalks on the portion of the Tract 9 property that abuts US Highway 1. Owner shall not be obligated to provide sidewalks on the scattered single-family lots with direct access from Lee Drive, Leidel Drive, London Drive, Lake Success Drive, Lindsay Drive, or Lewis Drive.

(d) ACCESS: Ingress and egress needed for the Project shall be provided, constructed, and maintained by Owner, its successors, and assigns.

(f) MOWING: The Owner, or a POA, shall continue to pick up trash and mow the rights-of-way that are adjacent to the Subject Property along Lakeview Boulevard, Leaver Drive, London Drive, and Lake Success Drive.

SECTION 11. DEVELOPMENT STANDARDS.

11.1 PARKING: Parking requirements shall be consistent with the LDC.

11.2 OPEN SPACE: Minimum open space shall be forty percent (40%) of the Subject Property's gross area. Open space is defined in the LDC and includes on-site stormwater ponds and all open space within the Property. Flexibility to the minimum open space requirements shall be as provided by the LDC, which may include, but not be

limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space, if approved by the Land Use Administrator. Open space shall be maintained by either the actual owner of the property, a POA, or other method satisfactory to the Owner and the City.

11.3 WATER/WASTEWATER: The Project is located wholly within the City limits and is therefore within the City's water and wastewater service areas. All permanent uses within the Project will be served by the City. The City shall be the service provider for potable water and wastewater service for the Project. The City is under no obligation to accept the dedication of any facility.

11.4 TRANSPORTATION CONCURRENCY: Transportation concurrency shall be addressed during the Preliminary Plat or Technical Site Plan process.

11.5 STORMWATER AND DRAINAGE:

(a) The Owner, or a POA, shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff from the Project to the stormwater facility including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey the stormwater runoff to the Stormwater Facility (the "Owner's Stormwater System").

(b) The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary to serve the public utilities.

(c) The Owner shall construct a stormwater management system that provides treatment and attenuation as required by St. Johns River Water Management District ("SJRWMD") and the City's LDC. Best Management Practices ("BMPs") shall be used during and after construction to minimize erosion and sedimentation and to properly

manage runoff for both stormwater quantity and quality. BMPs shall be in accordance with the FDEP and Florida Department of Transportation ("FDOT") design standards and details.

(d) Stormwater piping, swales, and ditches shall be designed to convey a ten (10)-year, twenty-four (24)-hour storm event. Stormwater detention facilities shall be designed to meet water quality and attenuation requirements by SJRWMD and the City's LDC.

(e) Existing drainage conveyance along the northern property line, as indicated on the Conceptual Site Plan, shall be maintained through the use of drainage swales and/or storm drainage piping.

11.6 LANDSCAPING: All landscaping and irrigation shall comply with the LDC.

11.7 VIEW PROTECTION ZONES (VPZ): The Conceptual Site Plan provides for areas designated as View Protection Zones which shall protect a property owner's view of the Subject Property pursuant to Section 3.03.04(J) of the LDC. VPZs shall be designed and approved by the City prior to any site plan, Subdivision Master Plan or plat approval. Prior to the approval of any residential or institutional designation on Tracts 1, 2, 8 or 9, the Owner shall utilize the following VPZ guidelines in order to minimize adverse impacts on any abutting single-family residentially zoned areas:

- Views of the Subject Property from the rear yards of all existing platted lots located within any residentially zoned districts directly abutting the Subject Property shall be maintained. Peripheral (i.e. side) views from these lots may

be impacted by new development and new development may be visible from existing development;

- Views of the Subject Property from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical; and
- A VPZ must be established in one of the following ways:

  1) The VPZ must be included in a subdivision plat of the Subject Property and designated as a natural buffer area, with the responsibility for maintenance on the Owner, POA or other entity determined acceptable to the City; or

  2) The Owner must record a conservation easement over the VPZ area.

- All VPZ areas must be maintained in a natural state. Vegetation removal and mowing is prohibited, except to the extent these activities are undertaken to remove fire or safety hazards. Should removal activities be required due to a hazard, documentation of the hazard must be provided to the City prior to any vegetation removal and the applicable City approvals/permits granted.

11.8 LIGHTING: All lighting shall be designed to minimize light pollution to off-site properties and to comply with the LDC.

11.9 FIRE PROTECTION: Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Subject Property by the Owner in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, site plans, or preliminary plats. The water requirements for the fire system will be served by the City's Utility Department. The Project shall comply

with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

11.10 UTILITIES: The Owner shall be responsible for any and all costs associated with the extension of existing City utilities to the Subject Property that may be required to serve this Project. All internal utility lines for the Project shall be placed underground.

11.11 INTERCONNECTIVITY AND ACCESS: All units within the Subject Property shall be interconnected by roadways and sidewalks as called for by the City's Comprehensive Plan. Tract 1 shall provide two points of access onto Lakeview Boulevard.

11.12 RESOURCE PROTECTION:

(a) Except as depicted on the Conceptual Site Plan and in this Development Agreement, the Owner shall comply with the resource protection requirements of the LDC.

(b) Natural upland buffers may be required by Chapter 10 of the LDC.

11.13 WETLANDS: An Environmental Assessment for the Subject Property was performed. All wetlands identified on **Exhibit "B"** shall be conserved and shall not be impacted with exception to the wetlands located on the north side of Tract 1. Owner and City shall, in good faith, determine if it is feasible, reasonable, and necessary for the health, safety, and welfare of the public to impact the wetlands to the north of Tract 1 to expand the City's stormwater capacity.

11.14 LOW IMPACT DEVELOPMENT PRACTICES: To further conservation practices identified in the LDC, the Project shall incorporate into the construction,

operation, and maintenance of all facilities, conservation strategies to include but not be limited to:

(a) Water Conservation:

i. Native, drought tolerant plant materials;

ii. St. Johns River Water Management District Florida Water Star program for protection of water resources;

iii. Turf grass – Irrigated area(s) shall not exceed 50% of landscape areas;

iv. Separate irrigation zones shall be required for turf, non-turf areas; and

v. Landscape areas shall not be irrigated using high-volume irrigation systems unless high pressure compensating spray heads are utilized.

All irrigation systems shall employ, at minimum, a rain shut-off device such as a soil moisture sensor or smart irrigation system capable of analyzing and ascertaining weather conditions and time of year. These restrictions shall be clearly stated in the Project's Covenants, Conditions and Restrictions ("CC&Rs"), should they be created.

11.15 PROHIBITION OF DISCHARGES: The Owner shall comply with the City of Palm Coast Code of Ordinances, Article VI, Prohibition of Discharges, and all applicable Local, State, Federal, and City water quality laws, rules, regulations, and ordinances.

11.16 STORMWATER POLLUTION PREVENTION: A stormwater pollution prevention plan shall be attached to and incorporated into the construction and permit

documents pursuant to the requirements of applicable Federal, State, and City regulations.

11.17 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Subject Property, the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation Commission and other applicable agencies. Activities associated with listed flora and fauna and shall comply with the LDC. Bear Smart Community principles shall be integrated into design and operations. The intent is to minimize human-animal conflicts from black bear and other species that may be drawn to area attractants.

11.18 SIGNAGE: The Owner may construct signage consistent with the LDC after receiving necessary permits.

11.19 MODEL HOMES: Up to five model homes on Tract 1can be constructed, occupied, and operated under Section 4.19.02 of the LDC. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and state rules, regulations, and codes.

11.20 POLLUTANTS: Prior to issuance of any development permit, the Owner shall ensure there are no environmental hazards affecting any development located on the Subject Property and that the Subject Property is safe for human occupation. Contaminant assessment activities including soil and or groundwater sampling shall be conducted by a qualified professional that is authorized to assess and make recommendations for such activities per Florida Department of Environmental Protection standards and shall be consistent with applicable Florida Statutes. Upon

application for a Site Plan or Subdivision Master Plan, the Owner shall provide the City with all studies or reports required by Federal and State agencies, including but not limited to the FDEP and the Army Corp of Engineers. If soil or groundwater contamination is above State concentration levels, remedial action in accordance with FDEP standards shall be accomplished prior to construction activities within the affected area. No project identified on the Concept Plan may occur without strict compliance with this section.

11.21 SCHOOLS: Prior to the approval of any development plan of Tract 1, 3 or 8, the Owner shall coordinate with the Flagler County School District for the location and dedication of a bus stop if necessary.

SECTION 12. PHASING OF DEVELOPMENT.

(a) The Subject Property may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Owner shall submit a Subdivision Master Plan or Site Plan for the relevant phase. Each tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times. No clearing of land may occur until Preliminary Plat or Site Plan approval is provided for that specific phase of development.

(b) Roadways shall be constructed concurrently with development of adjacent lots to insure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase. To avoid unnecessary construction and repair costs, internal sidewalks may be constructed adjacent to each lot at the time the home is constructed and prior to the Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement.

(c) The Subdivision Process: Subdivision of the property shall comply with Chapter 177, Florida Statutes and the City's Unified Land Development Regulations. The Conceptual Site Plan depicts the general layout of the Project and the various Tracts which are, as of the date of this Agreement, under unified title. Subsequent transfer of title to any Tract or other portion of the Property may be transferred in its entirety without platting if in compliance with Chapter 177, Florida Statutes. No infrastructure improvements may be made until approved by the City and other governing agencies.

SECTION 13. LOT AND BUILDING STANDARDS.

13.1 LOT DIMENSIONAL STANDARDS: All development Standards shall comply with the City of Palm Coast's LDC and those standards provided in Section 4 of this Agreement. If there is a conflict between the two, the standards provided in Section 4 shall control.

13.2 ARCHITECTURE: Shall be consistent with the City's LDC.

SECTION 14. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER SEQUENCING.

(a) The failure of the Development Agreement to address any specific City, County, State, or Federal permit, condition, term, or restriction shall not relieve the

Owner of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not Preliminary Plat or Site Plan approval and the Owner remains responsible for complying with all provisions of the Land Development Code unless provided elsewhere in this Development Agreement.

SECTION 15. DEVELOPMENT FEES.

The Owner acknowledges and agrees that the City has enacted citywide impact fees and may in the future increase the amount of those fees. Except as provided for herein regarding park system impact fees, the Owner acknowledges that the Subject Property shall be subject to all fees in effect at the time of permitting.

SECTION 16. COMMON AREAS AND MAINTENANCE.

For all common areas, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the Owner shall maintain or establish a POA, in accordance with Florida law, comprised of the owners of lots or parcels with the development. The POA documentation shall be subject to the prior reasonable review of the City to ensure adequate provisions for the ongoing care and maintenance of the common areas. The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the POA, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the POA, and restrictions on the ability to amend these requirements without

the City's approval. The City shall not be required to accept ownership or maintenance of any of the Project's common elements including but not limited to landscaping and buffers.

SECTION 17. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE, AND CONFLICT RESOLUTION.

(a) In the event of a breach hereof by either party hereto, the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

(b) In the event that a dispute arises under this Development Agreement, and the City and Owner are unable to resolve the issues, the parties shall attempt to resolve all disputes informally. In the event of a failure to informally resolve all disputes, the City and Owner agree to engage in mediation before a certified Circuit Court mediator selected by the parties. In the event that the parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The parties shall equally pay all costs of mediation.

(c) In the event of conflict between the terms of this Development Agreement and the LDC, the provisions of this Development Agreement shall prevail.

SECTION 18. NOTICES.

(a) All notices required or permitted to be given under this Development Agreement must be in writing and must be delivered to the City or the Owner at its address set forth below (or such other address as may be hereafter be designated in writing by such party).

(b) Any such notice must be personally delivered or sent by certified mail, overnight courier, facsimile, or telecopy.

(c) Any such notice will be deemed effective when received (if sent by hand delivery, overnight courier, telecopy, or facsimile) or on that date which is three (3) days after such notice is deposited in the United States mail (if sent by certified mail).

(d) The parties' addresses for the delivery of all such notices are as follows:

As to the City: City Manager
160 Lake Avenue
Palm Coast, FL 32164

As to the Owner: Matanzas GC Palm Coast, LLC.
200 Ocean Crest Drive, Unit 111
Palm Coast, FL 32137

With copies to: Michael D. Chiumento III, Esq.
Chiumento Dwyer Hertel Grant
145 City Place, Suite 301
Palm Coast, FL 32164

SECTION 19. SEVERABILITY.

The terms and provisions of this Development Agreement are not severable and in the event any portion of this Development Agreement shall be found to be invalid or illegal, then the entire Development Agreement shall be null and void.

SECTION 20. SUCCESSORS AND ASSIGNS.

(a) This Development Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and Owner and their respective successors-in-interest. The terms and conditions of this Development Agreement similarly shall be binding upon the Subject Property and shall run with the land and the title to the same.

(b) This Development Agreement touches and concerns the Subject Property.

(c) The Owner has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Agreement.

SECTION 21. GOVERNING LAW, VENUE, AND COMPLIANCE WITH LAW.

(a) This Development Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the Code of Ordinances of the City of Palm Coast.

(b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(c) The Owner shall fully comply with all applicable Local, State, and Federal environmental regulations and all other laws of similar type or nature.

(d) This Development Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development generally applicable to the entire area of the City, such as requiring compliance with the City capital facilities plan, parks master plan (including parks and trail dedications), utility construction and connections, mandating utility capacities, requiring street development, or other such similar land development regulations and requirements.

(e) If State or Federal laws are enacted after execution of this Development Agreement which are applicable to and preclude the parties' compliance with this Development Agreement, this Development Agreement shall be modified or revoked as necessary to comply with the relevant law.

(f) This Development Agreement shall also not be construed to prohibit the City from adopting lawfully imposed impact fees applicable to the Owner and the development of the Conceptual Plan authorized hereunder.

SECTION 22. TERM / EFFECTIVE DATE.

(a) This Development Agreement shall be effective upon approval by the City Council and execution of this Development Agreement by all parties (the "Effective Date").

(b) This Development Agreement provides an initial timeframe of seven (7) years to commence development from the Effective Date.

(c) Should development not commence within the initial established timeframe, the term of this Development Agreement may be modified by action of the City Council, at City Council's discretion. Failure to obtain an extension shall cause the zoning of all lands encumbered to revert to the previous equivalent zoning designation.

SECTION 23. RECORDATION.

Upon approval by the City Council and execution of this Development Agreement by all parties, this Development Agreement and any and all amendments hereto shall be recorded by the City with the Clerk of the Circuit Court of Flagler County within fourteen (14) days after its execution by the City, and the Development Agreement shall run with the land. The Owner shall pay the costs to record this Development Agreement.

SECTION 24. THIRD PARTY RIGHTS.

This Development Agreement is not a third-party beneficiary contract, and shall not in any way whatsoever create any rights on behalf of any third party.

SECTION 25. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

(a) Strict compliance shall be required with each and every provision of this Development Agreement. The parties agree that each has the remedy of specific performance of these obligations.

(b) Time is of the essence to this Development Agreement and every right or responsibility required herein shall be performed within the times specified.

SECTION 26. ATTORNEYS' FEES.

In the event of any action to enforce the terms of this Development Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and all costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the trial, or appellate level.

SECTION 27. FORCE MAJEURE.

The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specific time period ("Time Period") constitutes a default under terms of this Development Agreement, and if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to: acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"); then notwithstanding any provision of this Development Agreement to the contrary, that failure shall not constitute a default under this Development Agreement and any Time Period prescribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

SECTION 28. INDEMNIFICATION.

The Owner shall indemnify for and save the City harmless from and against any and all liability, claims for damages and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of in any way connected with the Owner's development of the Subject Property as provided in this Development Agreement. This agreement by the Owner to indemnify and hold the City harmless shall include, but not be limited to: all charges, expenses, and costs, including reasonable attorneys' fees, both at trial and on appeal, incurred by the City on account of or by reason of such injuries, damages, liability, claims, suits, or losses and all damages arising therefrom.

SECTION 29. ENFORCEMENT; CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

(a) This Development Agreement shall continue to be enforceable, unless lawfully terminated, notwithstanding any subsequent changes in any applicable law.

(b) The failure by the Owner to perform each and every one of its obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Owner written notice of said default. Upon receipt of said notice, the Owner shall be provided a thirty (30) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating

this Development Agreement. If thirty (30) days is not considered by the parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed ninety (90) days from initial notification of default. Upon termination of the Development Agreement, the Owner shall immediately be divested of all rights and privileges granted hereunder.

SECTION 30. CAPTIONS.

Sections and other captions contained in this Development Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Development Agreement, or any provision hereof.

SECTION 31. EXHIBITS.

Each exhibit referred to and attached to this Development Agreement is an essential part of this Development Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Development Agreement.

SECTION 32. INTERPRETATION.

(a) The Owner and the City agree that all words, terms, and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Development Agreement.

(b) This Development Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both parties have contributed to the drafting of this Development Agreement.

SECTION 34. FURTHER ASSURANCES.

Each party agrees to sign any other and further instruments and documents consistent herewith as may be necessary and proper to give complete effect to the terms of this Development Agreement.

SECTION 35. COUNTERPARTS.

This Development Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same document.

SECTION 36. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for elsewhere in this Development Agreement, (1) Amendments to and waivers of the provisions herein shall be made by the parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all parties hereto and upon approval of the City Council of the City of Palm Coast.

(b) Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

SECTION 37. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

This Development Agreement constitutes the entire agreement between the parties and supersedes all previous oral discussions, understandings, and agreements of any kind and nature, as between the parties relating to the subject matter of this Development Agreement.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

CITY OF PALM COAST,

FLORIDA

M Holland

Milissa Holland, Mayor

ATTEST:

Kathleen E. Tedder for

Virginia A. Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William E. Reischmann, Jr., Esq.
City Attorney

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2021, by **Milissa Holland**, Mayor of the **City of Palm Coast, Florida**, who is □ personally known to me or □ has produced _____ as identification.

Jeanne A Montaruli

Signature

JEANNE A MONTARULI
Notary Public - State of Florida
Commission # GG 284017
My Comm. Expires Feb 8, 2023
Bonded through National Notary Assn.

(Seal)

Jeanne A Montaruli

Printed Name

Title or Rank

Serial Number / Commission Number

WITNESSES:

Vincent L Sullivan

(print)

Caroline McNeil

(print)

"OWNER"

Matanzas GC Palm Coast, LLC., a Florida limited liability company

By: Alex Ustilovsky

Alexander Ustilovsky, Manager

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of February, 2021, by **Alexander Ustilovsky**, Manager, of **Matanzas GC Palm Coast, LLC** a Florida limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ has produced _____ as identification.

Signature

(Seal)

VINCENT L. SULLIVAN
MY COMMISSION # GG 937722
EXPIRES: December 8, 2023
Bonded Thru Notary Public Underwriters

Vincent L. Sullivan

Printed Name

Notary

Title or Rank

GG937722

Serial Number / Commission Number

EXHIBIT "A"

MATANZAS WOODS GOLF COURSE:

Reserved Parcel "A", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northeast corner of Block 165 of said Plat of Lakeview; thence North 89°30'56" East 21.68 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 349.56 feet, a radius of 800.00 feet, a central angle of 25°02'07" and a chord bearing South 26°22'21" East, 346.78 feet to a point of tangency; thence South 38°53'25" East 2087.61 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 266.63 feet, a radius of 1120.00 feet, a central angle of 13°38'23" and a chord bearing South 32°04'13" East, 265.99 feet to a point of tangency; thence South 25°15'02" East 772.55 feet to a point of cusp; thence northwesterly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 66°04'26" West 196.12 feet to a point; thence South 16°53'50" East 110.00 feet to a point on a curve; thence westerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing South 64°44'57" West 11.62 feet to a point; thence North 33°36'15" West 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 15°34'21" West 196.12 feet to a point of tangency; thence South 25°15'02" East 100.25 feet to a point on a curve; thence southwesterly along a curve to the left having an arc length of 217.30 feet, a radius of 280.98 feet, a central angle of 44°18'38" and a chord bearing South 42°35'39" West 211.92 feet to a point of tangency; thence South 08°35'49" West 179.39 feet; thence North 81°24'11" West 913.66 feet; thence South 08°35'49" West 125.00 feet; thence North 81°24'11" West 40.00 feet; thence North 08°35'49" East 125.00 feet; thence North 81°24'11" West 125.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 180.00 feet, a radius of 225.00 feet, a central angle of 45°50'12" and a chord bearing South 75°40'43" West,175.24 feet to a point; thence South 37°14'23" East, 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 77.08 feet, a radius of 100.00 feet, a central angle of 44°09'48" and a chord bearing South 30°40'43" West 75.19 feet to a point of tangency; thence South 08°35'49" West, 237.34 feet; thence North 81°24'11" West 87.50 feet; thence North 51°24'11" West 130.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 87°46'25" West,196.12 feet to a point; thence South 43°02'58" East 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'26" and a chord bearing South 38°35'49" West 11.62 feet to a point; thence North 59°45'24" West 110.00 feet; thence South 38°35"49" West 128.21 feet; thence North 51°24'11" West 1018.03 feet; thence North 38°35'49" East 380.00 feet; thence South 51°24'11" East 500.00 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00, a central angle of

90°00'00" and a chord bearing North 83°35'49" East, 318.20 feet to a point; thence North 51°24'11" West 125.00 feet; thence North 38°35"49" East 230.92 feet; thence South 51°24'11" East 100.00 feet; thence South 81°24'11" East 993.30 feet to a point of curvature; thence northeasterly along a curve to the left having an arc length of 431.48 feet, a radius of 225.00 feet, a central angle of 109°52'35" and a chord bearing North 43°39'32" East, 368.34 feet to a point of tangency; thence North 11°16'46" West 478.51 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 245.29 feet, a radius of 225.00 feet, a central angle of 62°27'41" and a chord bearing North 42°30'36" West, 233.32 feet to a point; thence North 08°35'49" East 77.01 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing North 36°24'11" West 318.20 feet to a point; thence westerly along a curve to the left having an arc length of 446.47 feet, a radius of 150.00 feet, a central angle of 170°32'16" and a chord bearing North 76°40'19" West 298.98 feet to a point of tangency; thence South 08°35'49" West 149.66 feet; thence North 81°24'11" West 50.00 feet; thence North 08°35'49" East 125.00 feet; thence North 78°43'26" West 153.29 feet; thence North 09°33'43" West 148.11 feet; thence South 69°50'14" East 67.79 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 146.25 feet, a radius of 150.00 feet, a central angle of 55°51'48" and a chord bearing North 87°23'42" East,140.53 feet to a point; thence North 30°32'12" West 110.00 feet to a point on a curve; thence northeasterly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 51°06'35" East 11.62 feet to a point; thence South 47°14'37" East 110.00 feet to a point on a curve; thence northerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'48" and a chord bearing North 01°55'59" East 196.12 feet to a point of tangency; thence North 38°53'25" West 326.21 feet; thence North 80°07'23" West 122.65 feet; thence North 09°33'42" West 80.00 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 166.36 feet, a radius of 325.00 feet, a central angle of 29°19'42" and a chord bearing North 24°13'34" West,164.55 feet to a point of tangency; thence North 38°53'25" West 200.00 feet; thence South 51°06'35" West 125.00 feet; thence North 38°53'25" West 20.00 feet; thence North 51°06'35" East 125.00 feet; thence North 38°53'25" West 178.81 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 292.66 feet, a radius of 325.00 feet, a central angle of 51°35'39" and a chord bearing North 64°41'14" West, 282.87 feet to a point of tangency; thence South 89°30'56" West 678.94 feet to a point of curvature; thence southwesterly along a curve to the left having an arc length of 389.08 feet, a radius of 225.00 feet, a central angle of 99°04'39" and a chord bearing South 39°58'37" West, 342.38 feet to a point of cusp; thence North 09°33'43" West 137.22 feet; thence North 00°29'04" West 425.00 feet; thence North 89°30'56" East 1200.00 feet; thence North 00°29'04" West 125.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "C", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northwest corner of said Reserved Parcel "C"; thence North 89°26'28" East 630.08 feet; thence South 38°43'02" West 202.91 feet; thence South 51°40'07" East 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 250.77 feet, a radius of 300.00 feet; a central angle of 47°53'36" and a chord bearing South 14°23'05" West 243.53 feet to a point of tangency; thence South 09°33'43" East 403.87 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 520.00 feet, thence North 80°26'17" East 125.00 feet; thence South 09°33'43" East 40.00 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 980.61 feet to a point of curvature; thence southerly along a curve to the left having an arc length of 441.04 feet, a radius of 725.00 feet, a central angle of 34°51'17" and a chord bearing South 26°59'21" East, 434.27 feet to a point; thence North 45°35'00" East 55.00 feet; thence South 44°25'00" East 67.22 feet; thence North 39°51'14" East 73.36 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 13.16 feet, a radius of 600.00 feet; a central angle of 01°15'25" and a chord bearing South 50°46'29" East 13.16 feet to a point of tangency; thence South 51°24'11" East 170.76 feet; thence South 54°59'31" West 770.58 feet; thence North 35°00'29" West 649.53 feet to a point on the east right of way line of U.S. Highway No.1; thence northerly along said right of way line of the following six courses; run North 09°59'31" East 128.08 feet; thence South 89°43'01" West 5.08 feet; thence North 09°59'31" East 253.32 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 655.06 feet, a radius of 2030.05 feet, a central angle of 18°29'18" and a chord bearing North 00°44'52" East, 652.23 feet to a point of tangency; thence North 08°29'47" West 179.58 feet; thence South 81°30'12" West 20.00 feet; thence North 08°29'47" West 1583.88 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "D" Lake View - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most northerly corner of said Reserved Parcel "D"; thence South 38'53'28" East 93.32 feet; thence North 89°30'56" East 936.80 feet; thence South 00°29'04" East 432.94 feet; thence South 09°33'42" East 57.28 feet to a cusp point; thence northwesterly along a curve to the left having an arc length of 317.78 feet, a radius of 225.00 feet; a central angle of 80°55'21" and a chord bearing North 50°01'23" West 292.02 feet to a point of tangency; thence South 89°30'56" West 846.10 feet; thence North 09°33'43" West 149.00 feet to a point of curvature; thence northerly along a curve to the right having an arc length of 254.23 feet, a radius of 240.00 feet, a central angle of 60°41'38" and a chord bearing North 20°47'06" East, 242.51 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows: From a POINT OF BEGINNING, being the most southerly corner at said Reserved Parcel "E"; thence North 64°44'58" East 526.36 feet; thence North 25°15'02" West 335.20 feet; thence South 64°44'58" West 125.00 feet; thence North 25°15'02" West 620.00 feet to a point of curvature; thence northwesterly along a curve to the right having an arc length of 60.46 feet, a radius of 425.00 feet, a central angle of 08°09'02" and a chord bearing North 21°10'31" West, 60.41 feet to the southeasterly corner of a parcel described in Official Records Book 492, pages 936-939; thence northerly along the boundary of said parcel described in Official Records Book 492, pages 936-939 for the following five courses; thence South 72°54'00" West 10.00 feet; thence North 53°38'13" West 20.65 feet; thence South 05°01'26" West 11.50 feet; thence North 10°42'21" West 31.82 feet; thence North 01°05'36" East 53.63 feet; thence North 85°41'45" East 24.67 feet to the boundary of above said Reserved Parcel "2", being a point on a curve; thence northerly along a curve to the right having an arc length of 28.33 feet, a radius of 425.00 feet; a central angle of 03°49'11" and a chord bearing North 02°23'39" West 28.33 feet to a point of tangency; thence North 00°29'04" West 1536.30 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point; thence South 85°19'06" East 128.73 feet; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 202.47 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of

16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 1003.67 feet; thence South 25°15'02" East 260.04 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 19°44'58" West, 318.20 feet to a point of tangency; thence South 64°44'58" West 800.00 feet; thence South 25°15'02" East 300.00 feet; thence North 64°44'58" East 910.00 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'11" and a chord bearing North 85°37'33" East, 302.90 feet to a point; thence South 16°30'09" West 125.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 34.00 feet, a radius of 300.00 feet, a central angle of 06°29'36" and a chord bearing South 70°15'03" East 33.98 feet to a point; thence North 22°59'45" East 125.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'13" and a chord bearing South 46°07'39" East 302.91 feet to a point of cusp; thence North 25°15'02" West 822.28 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 561.16 feet, a radius of 275.00 feet, a central angle of 116°54'59" and a chord bearing North 33°12'28" East, 468.74 feet to a point of tangency; thence South 88°20'03" East 756.56 feet; thence South 07°23'44" West 126.38 feet to a point of on a curve; thence easterly along a curve to the right having an arc length of 150.15 feet, a radius of 150.00 feet, a central angle of 57°21'14" and a chord bearing South 53°55'39" East 143.96 feet to a point of tangency; thence South 25°15'02" East 40.00 feet; thence North 64°44'58" East 125.00 feet to the easterly line of Belle Terre Waterway; thence North 25°15'02" West along said easterly line of Belle Terre Waterway for a distance of 862.29 feet to a point of curvature; thence depart said boundary line of said Reserved Parcel "2" and run westerly along the southerly line of Jefferson Davis Waterway for the following four courses: run westerly along a curve to the left having an arc length of 921.97 feet, a radius of 825.00 feet, a central angle of 64°01'49" and a chord bearing North 57°15'57" West, 874.74 feet to a point of tangency; thence North 89°16'51" West 858.76 feet to a point of curvature; thence westerly along a curve to the right having an arc length of 411.10 feet, a radius of 675.00 feet, a central angle of 34°53'44" and a chord bearing North 71°49'59" West, 404.78 feet to a point of tangency; thence North 54°23'07" West 585.58 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 177.30 feet, a radius of 825.00 feet, a central angle of 12°18'47" and a chord bearing North 60°32'31" West,176.96 feet to a point on the westerly boundary of said Reserved Parcel "2"; thence southerly and westerly along said westerly boundary of said Reserved Parcel "E" for the following seven courses: South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southeasterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 331.52 feet, a radius of 720.00 feet, a

central angle of 26°22'53" and a chord bearing South 25°41 '59" East 328.59 feet to a point of tangency; thence South 38°53'25" East 1801.29 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Part of Government Sections 21 and 22, Township 10 South, Range 30 East, Flagler County, Florida being that part of PARCEL NO. 2 of the property described in Official Records Book 142, pages 278-279, lying south of Jefferson Davis Waterway and being more particularly described as follows:
From a POINT OF REFERENCE being a point on the easterly boundary line of the above described PARCEL NO. 2, said point being the northwest corner of Reserved Parcel "2" as shown on the recorded plat of Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida; thence South 29°30'56" West along the easterly boundary of said PARCEL NO. 2 being also along the westerly boundary of said Reserved Parcel "E" for a distance of 390.35 feet to the POINT OF BEGINNING; thence continue along the easterly and southerly boundary of said PARCEL NO. 2 being also along the westerly and northerly boundary of said Reserved Parcel "E" for the following seven courses: run South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southwesterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence northerly along a curve to the right having an arc length of 151.10 feet, a radius of 720.00 feet, a central angle of 12°01'28" and a chord bearing North 06°29'48" West 150.83 feet to a point; thence South 89°30'56" West 1280.00 feet to the northwest corner of Block 164 of said plat of Lakeview; thence North 12°53'48" East along the southerly line of said Jefferson Waterway for a distance of 297.66 feet to a point on a curve; thence northeasterly along a curve to the right having an arc length of 913.19 feet, a radius of 825.00 feet, a central angle of 63°25'15" and a chord bearing North 39°41'03" East 867.28 feet to a point of tangency; thence North 71°23'41" East 1251.37 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 603.42 feet, a radius of 825.00 feet; a central angle of 41°54'25" and a chord bearing South 87°39'07" East, 590.05 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

All of that land vacated in the Subdivision Plat Of Lakeview - Section 37 Palm Coast Map Book 13 Pages 1 through 29, per Resolution 95-56 as recorded in Official Records Book 538 at Pages 1611 through 1613, Public Records of Flagler County, Florida, being described as follows:
BEGINNING at the southwesterly corner of Lot 22, Block 143 of the aforesaid Lakeview - Section 37; thence North 80°26'17" East a distance of 49.47 feet to a point of curvature of a curve to the right; thence northeasterly along said curve having a radius of 300.00 feet, a central angle of 14°34'59" an arc of 76.36 feet and a chord bearing North

87°43'47" East, 76.15 feet to a point on a non-tangent line; thence North 09°33'43" West, a distance of 1273.40 feet; thence North 80°26'17" East a distance of 124.48 feet; thence South 47°01'13" East a distance of 97.49 feet to a point on a non-tangent curve; thence northeasterly along a curve to the right having a radius of 150.00 feet; a central angle of 08°07'48", an arc length of 21.28 feet and a chord bearing North 47°02'41" East, 21.27 feet to a point of tangency; thence North 51°06'35" East a distance of 100.00 feet; thence South 38°53'25" East a distance of 50.00 feet; thence South 51°06'35" West a distance of 100.00 feet to a point of curvature; thence southwesterly along a curve to the left having a radius of 100.00 feet, central angle of 05°43'46, an arc length of 10.00 feet and a chord bearing South 48°14'42" West,10.00 feet to a point on a non-tangent line; thence South 50°07'21" East a distance of 153.93 feet; thence South 51°06'35" West a distance of 20.25 feet; thence South 09°33'43" East a distance of 936.00 feet; thence South 35°36'55" East a distance of 82.42 feet; thence South 81°24'11" East a distance of 240.00 feet; thence South 08°35'49" West a distance of 125.00 feet; thence South 81°24'11" East a distance of 27.55 feet to a point on a non-tangent curve; thence southwesterly along curve to the left having a radius of 40.00 feet, a central angle of 77°21'52", an arc of 54.01 feet and a chord bearing South 08°35'49" West 50.00 feet to a point on a non-tangent line; thence North 81°24'11" West a distance of 4.59 feet; thence South 08°35'49" West a distance of 125.00 feet; thence North 81°24'11" West a distance of 480.00 feet; thence South 84°38'20" West a distance of 69.97 feet; thence North 03°00'11" West a distance of 144.02 feet to a point on a non-tangent curve; thence southwesterly along a curve to the left having a radius of 250.00 feet, a central angle of 13°34'27", an arc of 59.23 feet and a chord bearing South 87°13'31" West, 59.09 feet to a point of tangency; thence South 80°26'17" West a distance of 51.03 feet to a point on a non-tangent curve; thence northwesterly along a curve to the left having a radius of 200.00 feet, a central angle of 07°10'51" an arc of 25.07 feet and a chord bearing North 05°58'17" West 25.05 feet to a point of tangency; thence North 09°33'43" West a distance of 25.00 feet to the POINT OF Beginning, the above described parcel of land is situated in Section 22, Township 10 South, Range 30 East, Flagler County, Florida.

ALSO INCLUDING:

Part of Reserved Parcel "R-1", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most easterly corner of said Reserved Parcel "R-1"; thence South 38°35'49" West along the southeasterly line of said Reserved Parcel "R-1" for a distance of 767.47 feet; thence North 51°24'11" West 1300.81 feet to the most westerly corner of said Reserved Parcel "R-1"; thence North 54°59'31" East,148.96 feet; thence South 59°22'19" East 485.17 feet; thence South 73°43'22" East 217.49 feet; thence North 77°17'42" East 363.21 feet; thence North 38°35'49" East 191.24 feet; thence South 51°24'11" East 350.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E" according to the Subdivision Plat Lakeview Section 37, Palm Coast, recorded in Map Book 13, Pages 1 Through 29, of the Public Records of Flagler County, Florida, being more particularly described as follows: A POINT OF REFERENCE being the northeast corner of Lot 1, Block 75; thence North 25°15'02" West along the west line of Belle Terre Waterway a distance of 862.29 feet to THE POINT OF BEGINNING; thence departing Belle Terre Waterway (as platted) 921.97 feet along the arc of a curve to the left (concave southerly) have a central angle of 64°01'49", a radius of 825.00 feet, a chord bearing of North 57°15'57" West and a chord distance of 874.74 feet to a point of tangency, thence North 89°16'51" West a distance of 858.76 feet to a point of curvature; thence 411.10 feet along the arc of a curve to the right (concave northerly) having a central angle of 34°53'44", a radius of 675.00 feet, a chord Bearing of North 71°49'59" West and a chord distance of 404.78 feet to the end of said curve being a point on the boundary of Jefferson Davis Waterway as recorded in Official Records Book 549, Pages 966 through 990, of the Public Records of Flagler County, Florida; thence North 35°36'53" East along said waterway a distance of 30.00 feet to a point on a non-tangent curve; thence easterly 392.83 feet along the arc of a curve to the left (concave northerly)having a central angle of 34°53'44", a radius of 645.00 feet, a chord bearing of South 71°49'59" East and a chord distance of 386.79 feet to a point of tangency; thence South 89°16'51" East a distance of 858.76 feet to a point of curvature; thence 955.50 feet along the arc of a curve to the right concave southwesterly having a central angle of 64°01'49", a radius of 855.00 feet, a chord bearing of South 57°15'57" East and a chord distance of 906.54 feet to the end of said curve; thence South 64°44'58" West a distance of 30.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5), BEING A PORTION OF LONDON WATERWAY, LAKEVIEW SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 26, LOCATED IN GOVERNMENT SECTION 28, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF ASHWOOD WATERWAY (A 300 FOOT RIGHT-OF-WAY) PER SAID LAKEVIEW SECTION 37, WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, (STATE ROAD 5, A 175 FOOT RIGHT-OF-WAY AT THIS POINT); THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 35°00'29" EAST ALONG SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY FOR A DISTANCE OF 649.53 FEET TO THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID ASHWOOD WATERWAY LINE NORTH 54°59'31" EAST ALONG THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY FOR A DISTANCE OF 770.58 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LONDON DRIVE, (A 60 FOOT RIGHT-OF-WAY), PER SAID LAKEVIEW-SECTION 37; THENCE DEPARTING THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY SOUTH 51°24'11" EAST ALONG SAID RIGHT-

OF-WAY LINE FOR A DISTANCE OF 104.24 FEET TO THE SOUTHERLY LINE OF SAID LONDON WATERWAY; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 54'59'31" WEST ALONG SAID SOUTHERLY LINE OF LONDON WATERWAY FOR A DISTANCE OF 800.00 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY; THENCE NORTH 35°00'29" WEST ALONG SAID ASHWOOD WATERWAY LINE FOR A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

EXHIBIT "B"

LAKEVIEW ESTATES CONCEPTUAL SITE PLAN



EXHIBIT "B-1"

TRACT 1 **LAKEVIEW ESTATES TRACT PLAN**

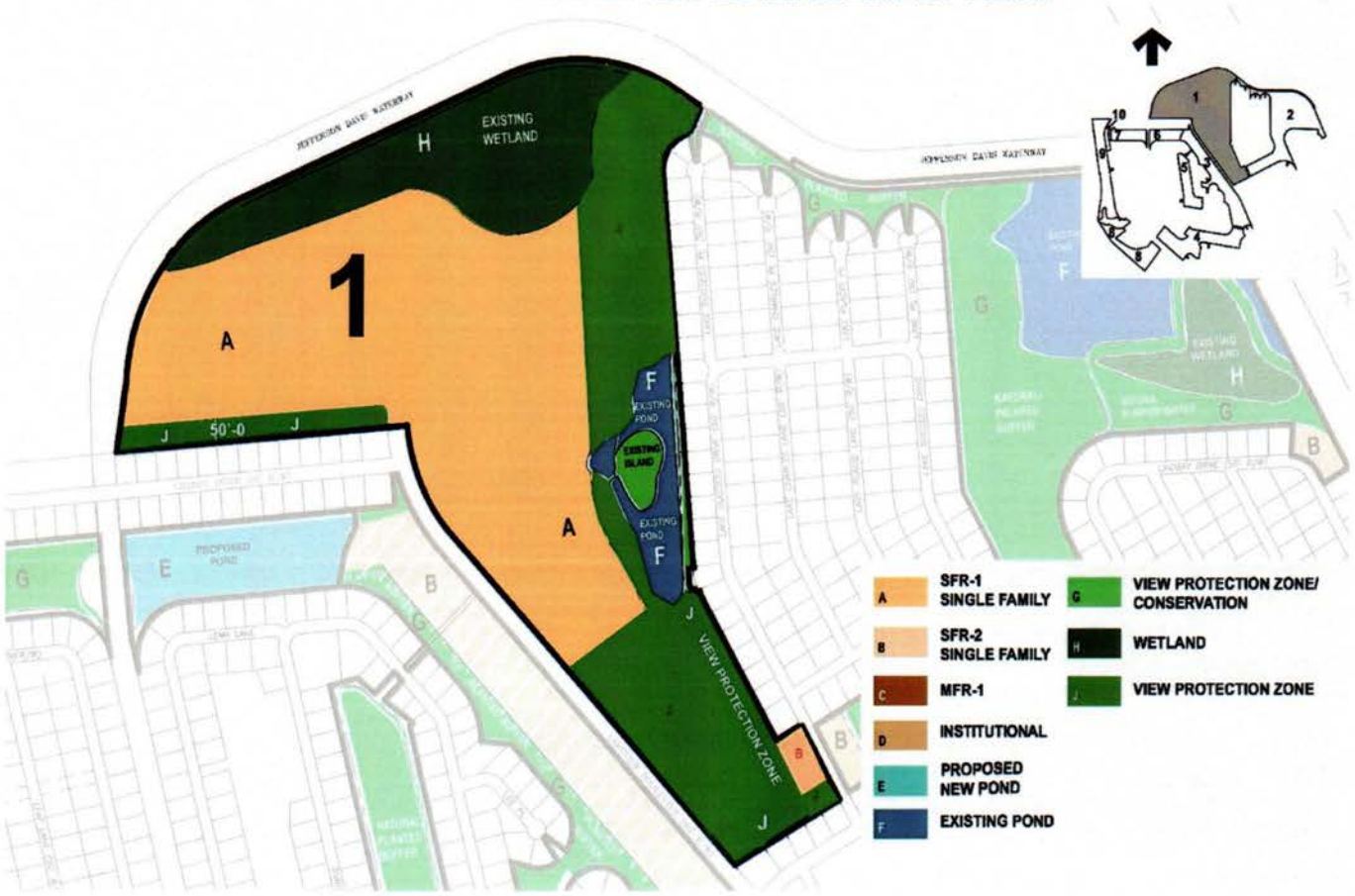


EXHIBIT "B-2"

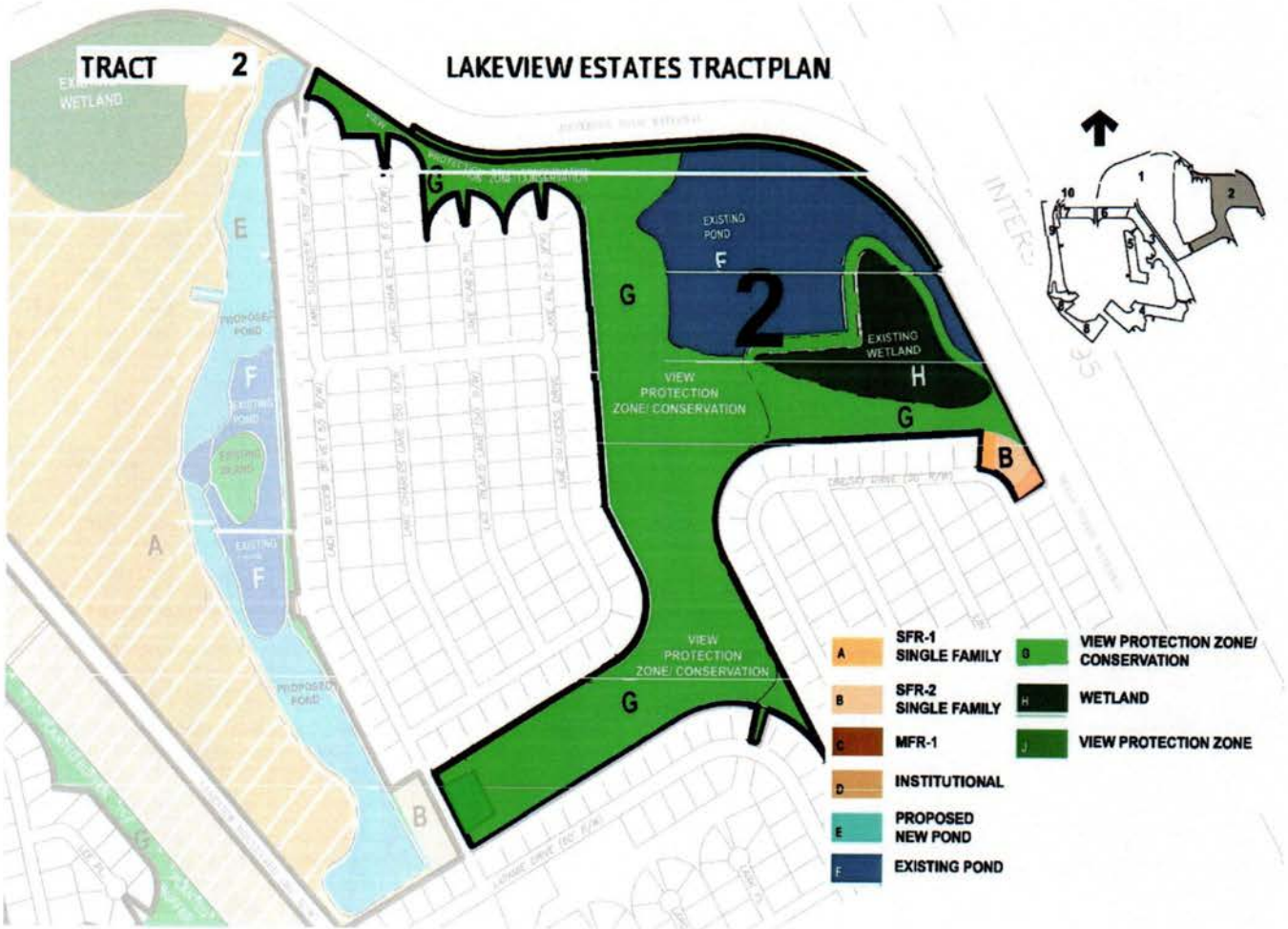

TRACT 2
LAKEVIEW ESTATES TRACTPLAN
EXISTING WETLAND
EXISTING POND
VIEW PROTECTION ZONE/ CONSERVATION
PROPOSED POND
SFR-1 SINGLE FAMILY
SFR-2 SINGLE FAMILY
MFR-1
INSTITUTIONAL
PROPOSED NEW POND
EXISTING POND
VIEW PROTECTION ZONE/ CONSERVATION
WETLAND
VIEW PROTECTION ZONE

EXHIBIT "B-3"

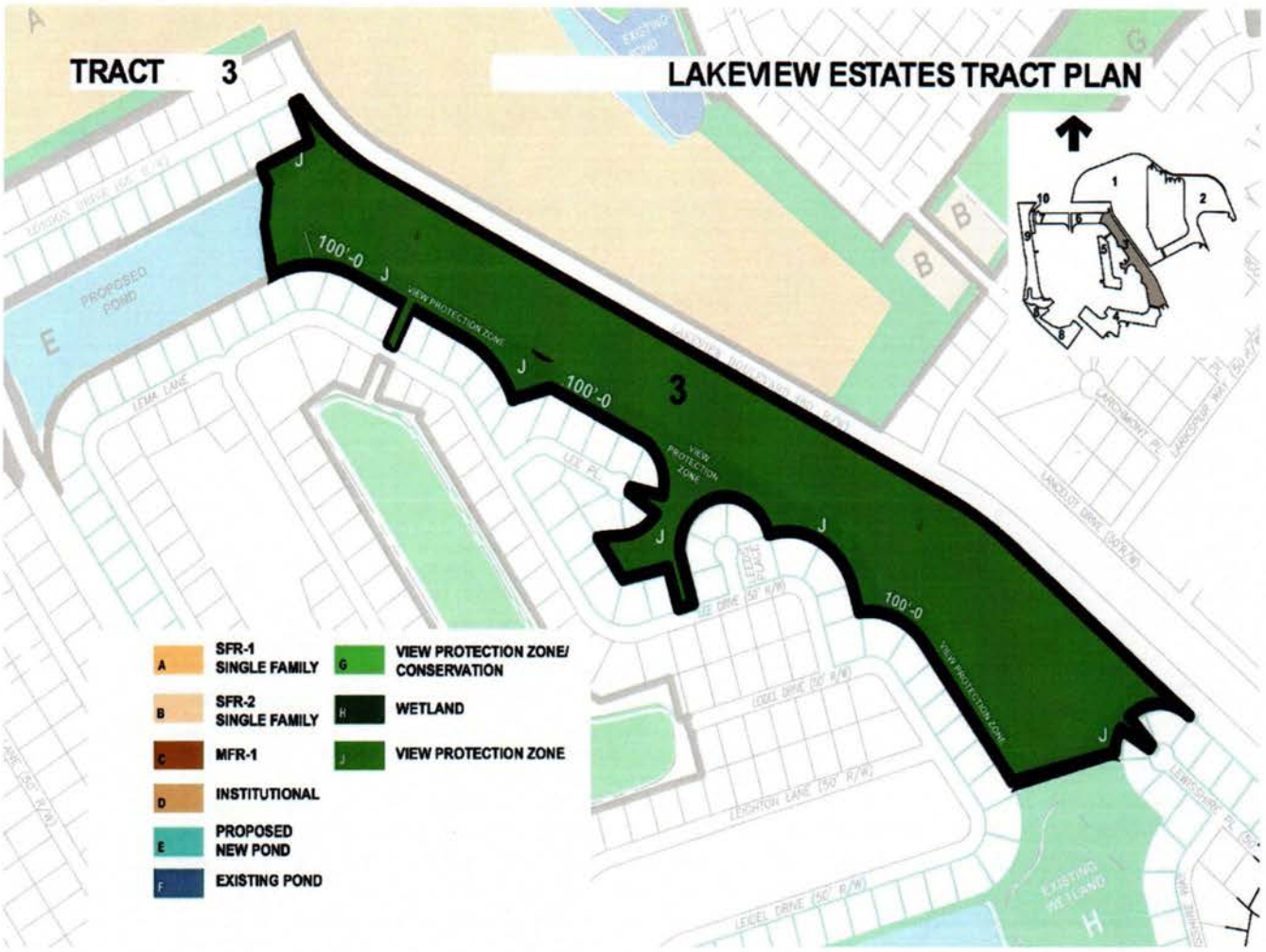

TRACT 3
LAKEVIEW ESTATES TRACT PLAN
PROPOSED POND
LEMA LANE
100'-0
VIEW PROTECTION ZONE
3
EXISTING WETLAND
H
A SFR-1 SINGLE FAMILY
B SFR-2 SINGLE FAMILY
C MFR-1
D INSTITUTIONAL
E PROPOSED NEW POND
F EXISTING POND
G VIEW PROTECTION ZONE/ CONSERVATION
H WETLAND
J VIEW PROTECTION ZONE

EXHIBIT "B-4"


TRACT 4
LAKEVIEW ESTATES TRACT PLAN
LEIGHTON LANE (50' R/W)
LEWIS DRIVE (50' R/W)
VIEW PROTECTION ZONE
4
EXISTING WETLAND
H
VIEW PROTECTION ZONE
B
Limit of 3 lots
G
H
B
Limit of 3 lots
J
SFR-1 SINGLE FAMILY
SFR-2 SINGLE FAMILY
MFR-1
INSTITUTIONAL
PROPOSED NEW POND
EXISTING POND
VIEW PROTECTION ZONE/ CONSERVATION
WETLAND
VIEW PROTECTION ZONE

EXHIBIT "B-5"

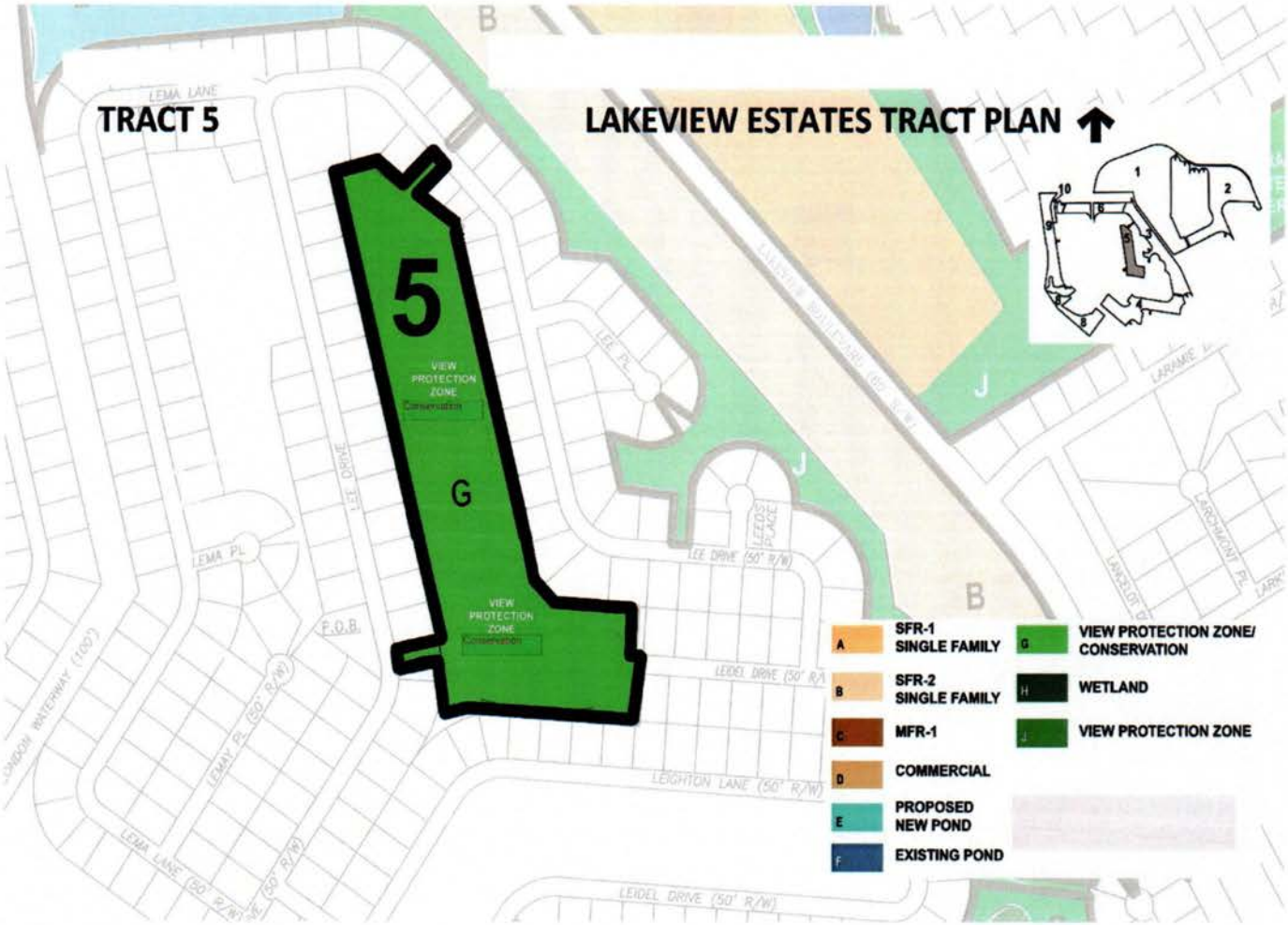

TRACT 5
LAKEVIEW ESTATES TRACT PLAN
5
G
VIEW PROTECTION ZONE
Conservation
VIEW PROTECTION ZONE
Conservation
P.O.B.
LEMA LANE
LEMA PL.
LEE DRIVE (50' R/W)
LEIDEL DRIVE (50' R/W)
LEIGHTON LANE (50' R/W)
LEMAY PL (50' R/W)
LEMA LANE (50' R/W)
LEEDS PLACE
LARAMIE PL.
LANCELOT CT.
LARCHMONT PL.
J
B
A SFR-1 SINGLE FAMILY
B SFR-2 SINGLE FAMILY
C MFR-1
D COMMERCIAL
E PROPOSED NEW POND
F EXISTING POND
G VIEW PROTECTION ZONE/ CONSERVATION
H WETLAND
J VIEW PROTECTION ZONE

EXHIBIT "B-6"

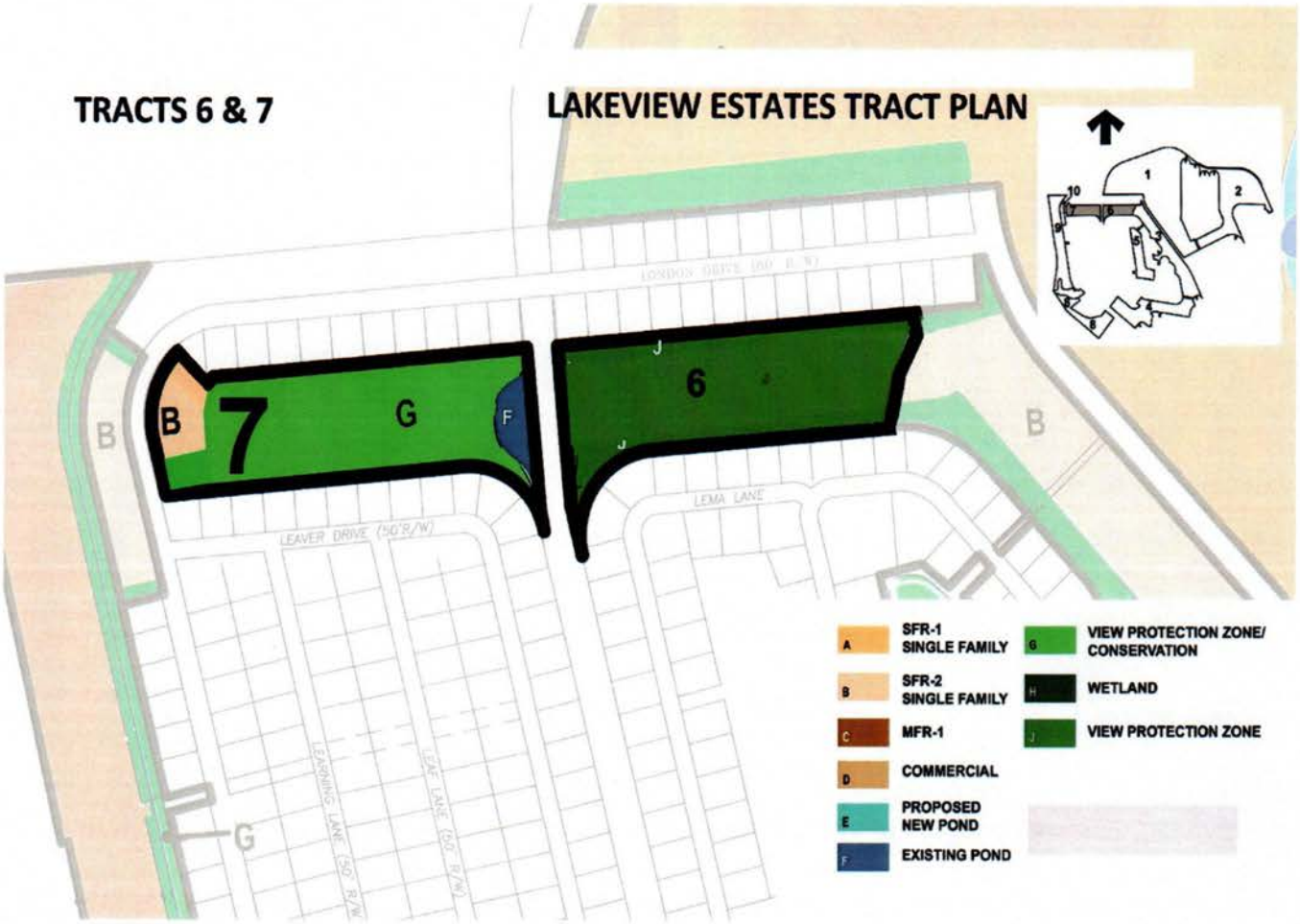

TRACTS 6 & 7
LAKEVIEW ESTATES TRACT PLAN
LONDON DRIVE (80' R/W)
LEAVER DRIVE (50'R/W)
LEMA LANE
LEARNING LANE (50' R/W)
LEAF LANE (50' R/W)
B
7
G
F
6
J
G
SFR-1 SINGLE FAMILY
SFR-2 SINGLE FAMILY
MFR-1
COMMERCIAL
PROPOSED NEW POND
EXISTING POND
VIEW PROTECTION ZONE/ CONSERVATION
WETLAND
VIEW PROTECTION ZONE

EXHIBIT "B-7"

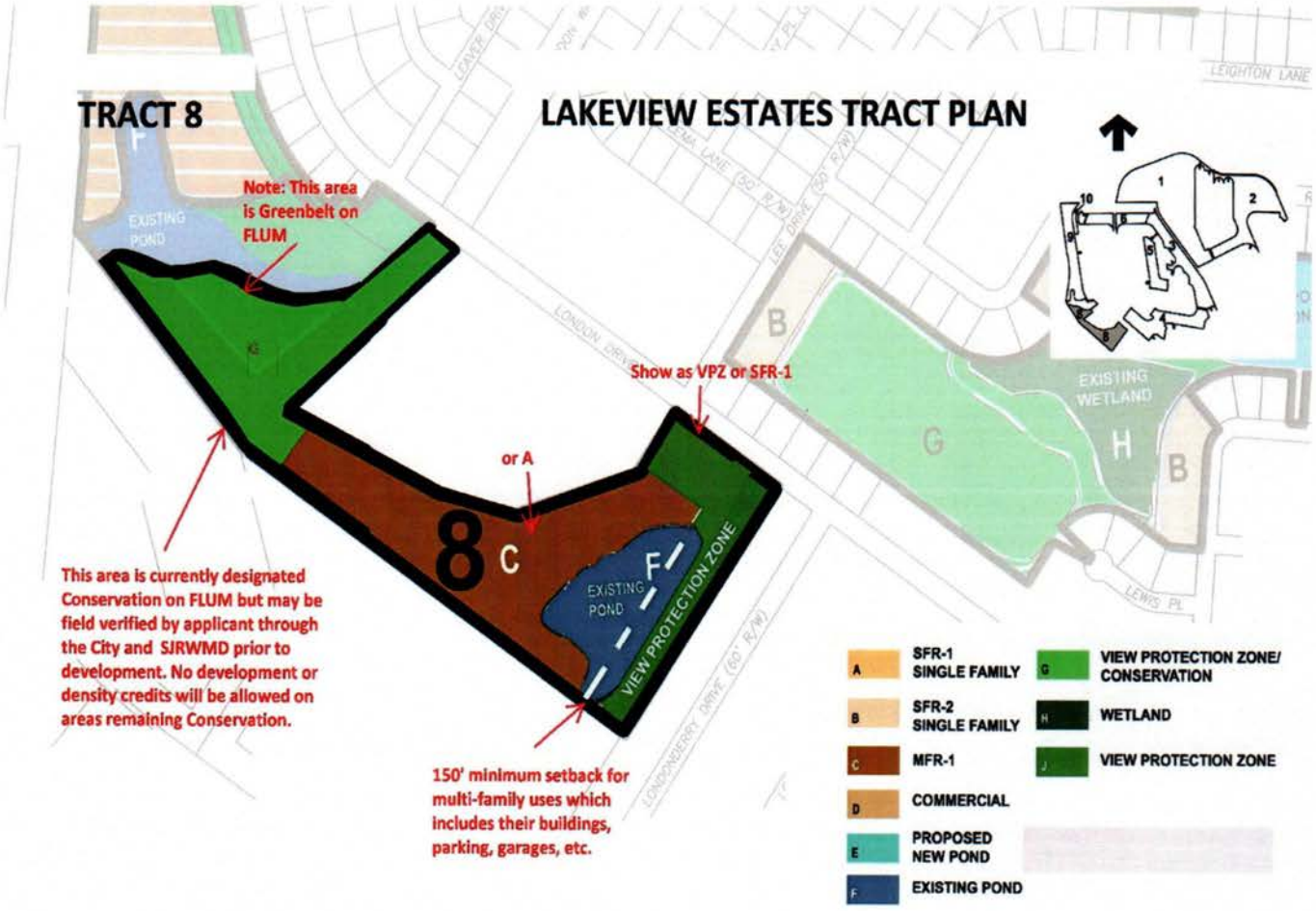
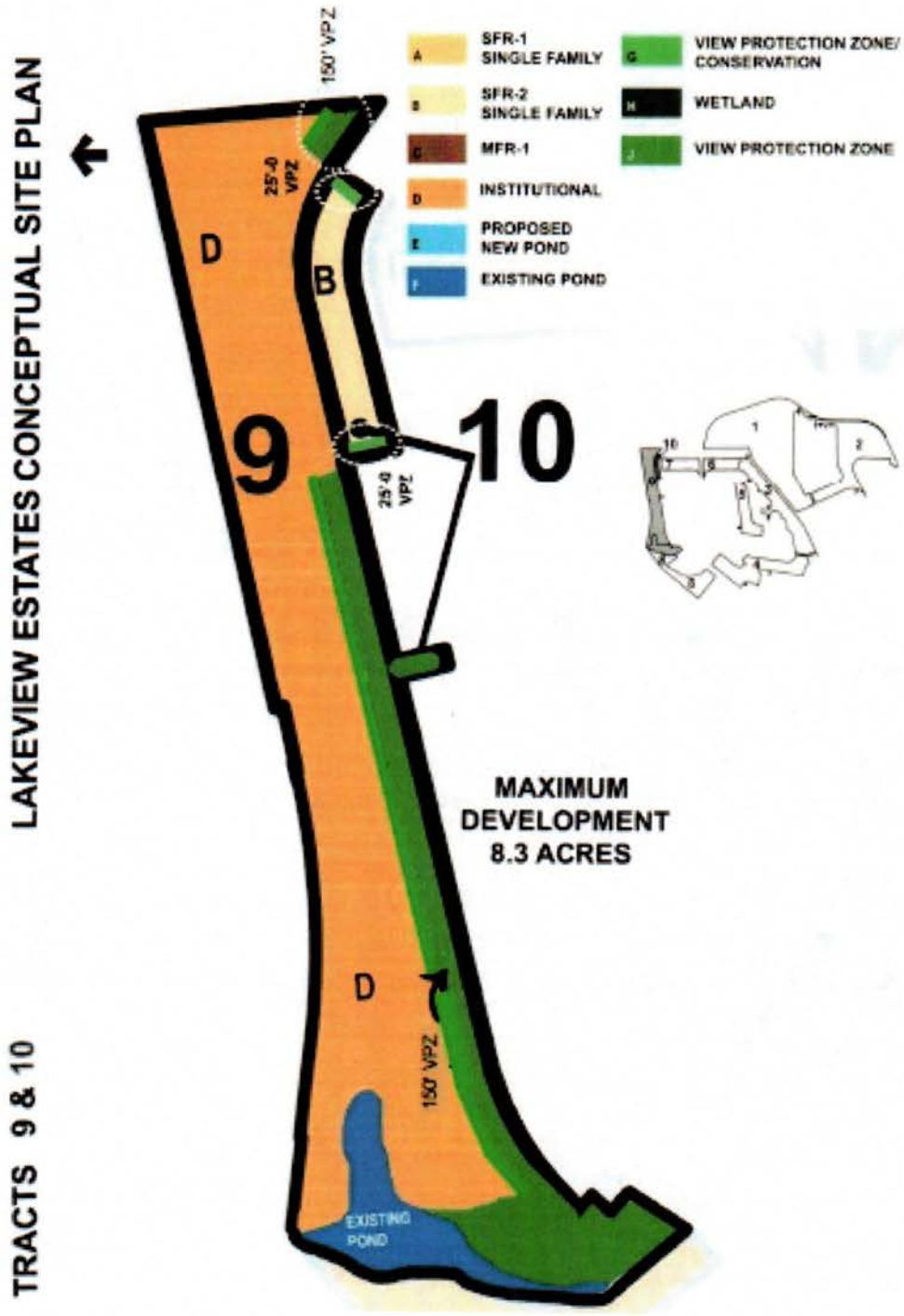

TRACT 8
LAKEVIEW ESTATES TRACT PLAN
Note: This area is Greenbelt on FLUM
EXISTING POND
Show as VPZ or SFR-1
or A
8
C
F
EXISTING POND
VIEW PROTECTION ZONE
This area is currently designated Conservation on FLUM but may be field verified by applicant through the City and SJRWMD prior to development. No development or density credits will be allowed on areas remaining Conservation.
150' minimum setback for multi-family uses which includes their buildings, parking, garages, etc.
LEIGHTON LANE
LEWIS PL
B
G
H
B
EXISTING WETLAND
A SFR-1 SINGLE FAMILY
B SFR-2 SINGLE FAMILY
C MFR-1
D COMMERCIAL
E PROPOSED NEW POND
F EXISTING POND
G VIEW PROTECTION ZONE/ CONSERVATION
H WETLAND
J VIEW PROTECTION ZONE

EXHIBIT "B-8"


LAKEVIEW ESTATES CONCEPTUAL SITE PLAN
TRACTS 9 & 10
150' VPZ
25'-0 VPZ
SFR-1 SINGLE FAMILY
SFR-2 SINGLE FAMILY
MFR-1
INSTITUTIONAL
PROPOSED NEW POND
EXISTING POND
VIEW PROTECTION ZONE/ CONSERVATION
WETLAND
VIEW PROTECTION ZONE
D
B
9
10
25'-0 VPZ
MAXIMUM DEVELOPMENT 8.3 ACRES
D
150' VPZ
EXISTING POND

10752 Deerwood Park Blvd, South.
South Waterview II
Jacksonville, FL 32256
904-431-6900
File No. 09221256.00

October 1, 2026

Mr. Alex Ustilovsky
Matanzas GC Palm Coast, LLC
200 Ocean Crest Drive, Unit 111
Palm Coast, FL 32137

Subject: Soil and Groundwater Sampling Report
Lakeview Estates - Tract 8 Property
Palm Coast, Flagler County, Florida
Parcel ID: 07-11-31-7037-0RP0A-0002

Dear Mr. Ustilovsky:

SCS Engineers (SCS) is submitting this Soil and Groundwater Sampling Report to Matanzas GC Palm Coast, LLC (Matanzas; the Client), for the planned Lakeview Estates Site Tract 8 (site). This report compiles investigatory information and data from assessment activities conducted in January 2022. A Site Location Map is provided as Figure 1.

SOIL AND GROUDNWATER SAMPLING REPORT

Field Activities

SCS performed field sampling activities in accordance with the Standard Operating Procedures provided within Chapter 62-160, Florida Administrative Code (FAC), as amended. Samples were submitted to a National Environmental Laboratory Accreditation Program certified laboratory, Pace Analytical Laboratories, Inc.

Soil Investigation

General

SCS mobilized to the site in January 2022 for the collection of soil samples. A total of four soil borings were installed by a direct push technology (DPT) drill rig across the Tract 8 site. Each boring was advanced to approximately 6 feet below ground surface (bgs), based on visual interpretation of depth to groundwater. Samples did not exhibit visible staining or obvious signs of contamination. A total of 12 soil samples were collected from the four soil borings. Soil samples were collected from the ground surface to 0.5′ bgs, 0.5-2′ bgs, and 2-4′ bgs. Each sample was uniquely labeled to track the location and vertical interval of sample collection. Soil samples from the top two intervals of each boring were analyzed for arsenic using EPA Method 6010. Additionally, one soil sample was analyzed for the full RCRA 8 metals, organochlorine pesticides, and chlorinated herbicides. Analytical results indicated that no constituent tested for was detected at

concentrations above their residential soil cleanup target levels (SCTLs) as set forth in Chapter 62-777, FAC.

Soil boring locations are presented on Figure 2. Soil boring logs are included in Attachment A. Copies of the soil laboratory analytical reports are presented in Attachment B. Soil analytical results are presented in Tables 1 through 3.

Groundwater Investigation

Temporary Monitoring Well Installation

On January 25, 2022, temporary monitoring well TMW-17 was installed by JAEE Environmental (JAEE), using a DPT drill rig to evaluate groundwater conditions at the site. The well was installed to approximately 16 feet bgs, constructed using 10 feet of "pre-pack" well screen with an appropriate length riser. Following installation, the well was developed to remove sediments from the screen interval. The location of monitoring well TMW-17 is presented on Figure 3. Monitoring well construction details are presented in Table 4. Monitoring well construction logs are presented in Attachment C.

Groundwater Sampling and Analysis

Groundwater samples were collected from monitoring well TMW-17 on August 30, 2022. Samples were submitted to the laboratory and analyzed for arsenic and organochlorine pesticides. Analytical results indicated that no constituents analyzed for were present at concentrations greater than their respective groundwater cleanup target levels (GCTLs), as set forth in Chapter 62-777, FAC. A summary of the groundwater sample results is presented in Tables 5 and 6. A copy of the laboratory analytical report, including the chain-of-custody form, is presented in Attachment D. Groundwater sampling and calibration logs are presented in Attachment E.

CONCLUSIONS

Soil and groundwater samples collected within Tract 8 were collected and analyzed for constituents commonly associated with former golf courses. Analytical results indicated that these constituents were not present in the samples collected at concentrations greater than regulatory limits in soil (residential SCTLs) and groundwater. Given that no commercial endeavors, development, or earth moving activities have been conducted and the site has been maintained in a similar fashion for this timeframe, it is unlikely that environmental conditions have changed at the site since testing occurred in 2022. Please contact the undersigned if you have any questions or require additional information.

Sincerely,

Maggie Horty
Senior Project Manager
SCS Engineers
mhorty@scscengineers.com

Kirk A. Blevins
Project Director
SCS Engineers
kblevins@scsengineers.com

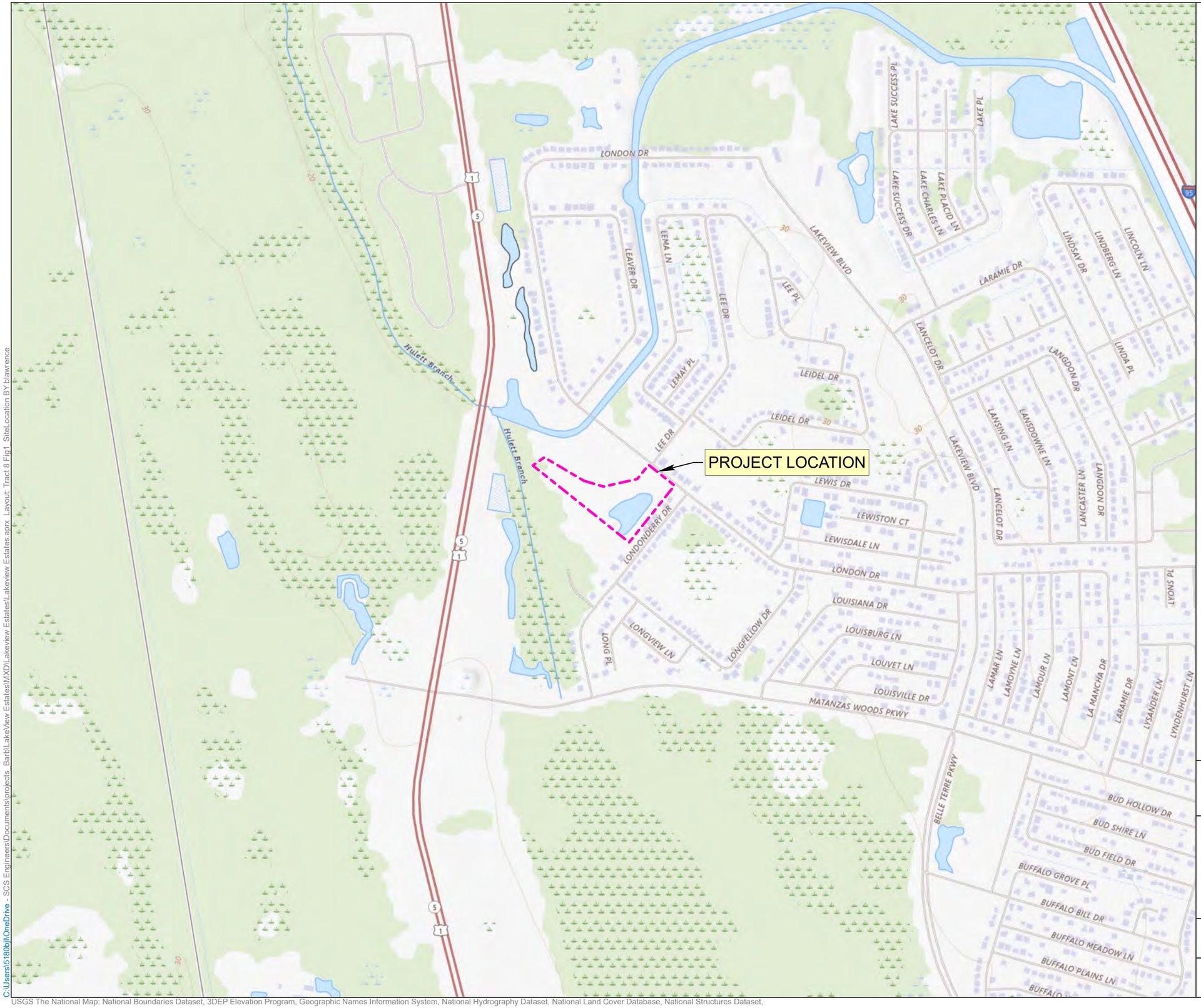
MSH/KAB
cc: Michael Chiumento, Chiumento Law

Attachments:
Figure 1 – Site Location Map
Figure 2 – Soil Boring Locations and Arsenic Analytical Results
Figure 3 – Monitoring Well Location and Arsenic Groundwater Analytical Results

Table 1 – Soil Analytical Results - Inorganics
Table 2 – Soil Analytical Results - Pesticides
Table 3 – Soil Analytical Results - Herbicides
Table 4 – Monitoring Well Construction Details
Table 5 – Groundwater Analytical Results - Inorganics
Table 6 – Groundwater Analytical Results – Pesticides

Attachment A – Soil Boring Logs
Attachment B – Soil Laboratory Analytical Report
Attachment C - Monitoring Well Construction Log
Attachment D – Groundwater Laboratory Analytical Report
Attachment E – Groundwater Sampling and Calibration Logs

FIGURES



N
W E
S

0 500 1,000
Feet

Legend

Approximate Project Boundary

Site Location Map

Lakeview Estates - Tract 8 Property
Palm Coast, Flagler County, Florida

Figure 1	Sep 2026

SCS ENGINEERS

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USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset,



N
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E
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0 100 200
Feet

Legend

- Does not exceed the RSCTL of 2.1 mg/kg for Arsenic
- Approximate Project Location

Notes:
- RSCTL - Residential Soil Cleanup Target Level
- mg/kg - milligrams per kilogram

Soil Boring Locations and Arsenic Analytical Results

Lakeview Estates - Tract 8 Property
Palm Coast, Flagler County, Florida

Figure 2	Sep 2026

SCS ENGINEERS

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N
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0 100 200
Feet

Legend

- Does not exceed the GCTL of 10 µg/L for Arsenic
- Approximate Project Location

Notes:
- GCTL - Groundwater cleanup target level
- µg/L - micrograms per liter

Monitoring Well Location & Arsenic Groundwater Analytical Results

Lakeview Estates - Tract 8 Property
Palm Coast, Flagler County, Florida

Figure 3	Sep 2026

SCS ENGINEERS

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Microsoft, Vantor

TABLES

Table 1: Soil Analytical Results - Inorganics

Lakeview Estates Track 8
Flagler County, FL

Sample ID	Date Collected	Arsenic	SPLP Arsenic	Barium	Cadmium	Chromium	Lead	Mercury	Selenium	Silver
		(mg/kg)	(µg/L)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
Direct Exposure Residential SCTL		2.1	--	120	82	210	400	3	440	410
Direct Exposure Commercial/Industrial SCTL		12	--	130,000	1,700	470	1,400	17	11,000	8,200
SB-42 (0-0.5)	01/25/2022	0.26 U	--	1.2	0.026 U	0.97	0.42 I	0.0049 U	0.40 U	0.058 U
SB-42 (0.5-2)	01/25/2022	0.29 U	--	--	--	--	--	--	--	--
SB-43 (0-0.5)	01/25/2022	0.22 U	--	--	--	--	--	--	--	--
SB-43 (0.5-2)	01/25/2022	0.27 U	--	--	--	--	--	--	--	--
SB-44 (0-0.5)	01/25/2022	0.26 U	--	--	--	--	--	--	--	--
SB-44 (0.5-2)	01/25/2022	0.35 U	--	--	--	--	--	--	--	--
SB-45 (0-0.5)	01/25/2022	0.29 U	--	--	--	--	--	--	--	--
SB-45 (0.5-2)	01/25/2022	0.25 U	--	--	--	--	--	--	--	--

Notes:
mg/kg = milligram per kilogram
µg/L = micrograms per liter
SCTL = Soil Cleanup Target Level
-- = Not sampled/Not applicable.
U = The compound was analyzed for but not detected above the laboratory method detection limit (MDL).
I = The reported value is between the laboratory MDL and the laboratory practical quantitation limit.
J(M1) = Estimated Value. Matrix spike recovery exceeded QC limits. Batch accepted based on laboratory control sample (LCS)recovery.
Bold indicates an exceedance of the applicable cleanup target level.
Cleanup Target Levels are specified in Chapter 62-777, FAC

Table 2: Soil Analytical Results - Pesticides
Lakeview Estates Track 8
Flagler County, FL

Sample ID	Date Collected	4,4'-DDD	4,4'-DDE	4,4'-DDT	Aldrin	Chlordane	Dieldrin	Endosulfan I	Endosulfan II	Endosulfan sulfate	Endrin	Endrin aldehyde	Endrin ketone	Heptachlor	Heptachlor epoxide	Methoxychlor	Toxaphene	alpha-BHC	beta-BHC	delta-BHC	gamma-BHC (Lindane)
		(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
Leachability Based on Groundwater Criteria		5.8	18	11	0.2	9.6	0.002/0.003**	3.8	3.8	3.8	1	--	--	23	0.6	160	31	0.0003/0.002**	0.001/0.002**	0.2	0.009
Direct Exposure Residential SCTL		4.2	2.9	2.9	0.06	2.8	0.06	450	450	450	25	--	--	0.2	0.1	420	0.9	0.1	0.5	24	0.7
Direct Exposure Commercial/Industrial SCTL		22	15	15	0.3	14	0.3	7,600	7,600	7,600	510	--	--	1	0.5	8,800	4.5	0.6	2.4	490	2.5
SB-42 (0-0.5)	01/25/2022	0.000078 U	0.000068 U	0.000096 U	0.00017 U	0.0052 U	0.000066 U	0.00019 U	0.000078 U	0.000068 U	0.000087 U	0.00026 U	0.000081 U	0.00018 U	0.000075 U	0.00026 U	0.0075 U	0.000047 U	0.00021 U	0.000089 U	0.000050 U

Notes:
mg/kg = milligram per kilogram
SCTL = Soil Cleanup Target Level
-- = Not sampled/Not applicable.
**Refer to the best achievable Practical Quantitation Limit (PQL) as referenced in FDEP's Guidance for the Selection of Analytical Methods
U = The compound was analyzed for but not detected above the laboratory method detection limit (MDL).
Bold indicates an exceedance of the applicable cleanup target level.
Cleanup Target Levels are specified in Chapter 62-777, FAC

Table 3: Soil Analytical Results - Herbicides

Lakeview Estates Track 8
Flagler County, FL

Sample ID	Date Collected	2,4,5-T	2,4,5-TP (Silvex)	2,4-D	2,4-DB	Dalapon	Dicamba	Dichloroprop	Dinoseb	MCPA	MCPP
		(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
Leachability Based on Groundwater Criteria		0.4	--	0.7	--	--	2.6	0.3	0.03	0.02	--
Direct Exposure Residential SCTL		690	660	770	--	--	2,300	370	65	35	--
Direct Exposure Commercial/Industrial SCTL		9,500	14,000	13,000	--	--	40,000	5,800	840	500	--
SB-42 (0-0.5)	01/25/2022	0.00891 U	0.0112 U	0.00734 U	0.0310 U	0.0118 U	0.0164 U	0.0256 U	0.00729 U	0.463 U	0.384 U

Notes:
mg/kg = milligram per kilogram
SCTL = Soil Cleanup Target Level
-- = Not sampled/Not applicable.
**Refer to the best achievable Practical Quantitation Limit (PQL) as referenced in FDEP's Guidance for the Selection of Analytical Methods
U = The compound was analyzed for but not detected above the laboratory method detection limit (MDL).
Bold indicates an exceedance of the applicable cleanup target level.
Cleanup Target Levels are specified in Chapter 62-777, FAC

Table 4: Monitoring Well Construction Details

Lakeview Estates Track 8

Flagler County, FL

Sample ID	Diameter (inches)	Screen Depth (ft.)		Total Depth (ft.)	DTW (ft) 2/2/2022
		Top	Bottom		
TMW-17	1.5	9	19	19	10.5

Notes

TOC = Top of casing. Elevations for TOC and screen in feet NAVD (North American Vertical Datum)

ft. = feet

ft. BG = feet below grade, approximate

DTW = Depth to water, in feet below TOC

WLE = Water level elevation, in feet NGVD

NM = Not Measured

Table 5: Groundwater Analytical Results - Inorganics

Lakeview Estates Track 8
Flagler County, FL

Sample ID	Date Collected	Turbidity	Arsenic
		(NTUs)	(µg/l)
Groundwater Cleanup Target Level			10
TMW-17	2/2/2022	1000	3.9 I
TMW-17-F		1000	2.1

Notes:
µg/l = micrograms per liter
mg/l = milligrams per liter
U = The compound was analyzed for but not detected above the laboratory method detection limit (MDL).
I = The reported value is between the laboratory MDL and the laboratory practical quantitation limit.
Bold indicates an exceedance of the applicable Groundwater Cleanup Target Level (GCTL).
GCTLs are specified in Table 1 of Chapter 62-777, F.A.C

Table 6: Groundwater Analytical Results - Pesticides
Lakeview Estates Track 8
Flagler County, FL

Sample ID	Date Collected	4,4'-DDD (µg/l)	4,4'-DDE (µg/l)	4,4'-DDT (µg/l)	Aldrin (µg/l)	Chlordane (µg/l)	Dieldrin (µg/l)	Endosulfan I (µg/l)	Endosulfan II (µg/l)	Endosulfan sulfate (µg/l)	Endrin (µg/l)	Endrin aldehyde (µg/l)	Endrin ketone (µg/l)	Heptachlor (µg/l)	Heptachlor epoxide (µg/l)	Methoxychlor (µg/l)	Toxaphene (µg/l)	alpha-BHC (µg/l)	beta-BHC (µg/l)	delta-BHC (µg/l)	gamma-BHC (Lindane) (µg/l)
Groundwater Cleanup Target Level		0.1	0.1	0.1	0.002	2	0.002	42	42	42	2	--	--	0.4	0.2	40	3	0.006	0.02	2.1	0.2
TMW-17	2/2/2022	0.0026 U, 1p, J(CU)	0.0048 U, 1p, J(CU)	0.0049 U, 1p	0.0039 U, 1p	0.24 U, 1p	0.0019 U, 1p, J(CU)	0.0049 U, 1p, J(CU)	0.0039 U, 1p	0.0060 U, 1p	0.0041 U, 1p, J(CU)	0.0035 U, 1p, J(CU)	0.0048 U, 1p	0.0060 U, 1p	0.015 U, 1p	0.0041 U, 1p	0.24 U, 1p, J(CU)	0.0020 U, 1p	0.019 U, 1p	0.0046 U, 1p	0.0021 U, 1p

Notes:
µg/l = micrograms per liter
-- = Not sampled/Not applicable.
C2 = Relative percent difference between results from each column was greater than 40%. The lower of the two results wasreported.
U = The compound was analyzed for but not detected above the laboratory method detection limit.
1p = A matrix spike/matrix spike duplicate was not performed for this batch due to insufficient sample volume.
P1 = Routine initial sample volume or weight was not used for extraction, resulting in elevated reporting limits.
J(CU) = The continuing calibration for this compound is above method acceptance limits. Analyte presence is not detected inassociated samples. Results unaffected by high bias.
GCTLs are specified in Table 1 of Chapter 62-777, F.A.C

ATTACHMENT A | SOIL BORING LOGS

Site Name:	Boring ID:	Folio/Permit/Facility Number:
Lakeview Estates	SB-42	NA
Site Address:	**Geologist's Name:**	**Environmental Technician's Name:**
Palm Coast	Donovan Dickey	NA

Environmental Contractor:	Borehole Start Date: 25-Jan-2022	Borehole Start Time: 12:50
SCS Engineers	End Date: 25-Jan-2022	End Time: 12:53

Drilling contractor:	Borehole Depth (feet):	Borehole Diameter (inches):	Apparent Borehole DTW (feet):	Measured Borehole DTW (feet):
JAEE	6	2.25	6	6

Drilling Method(s):	Pavement Thickness (inches):	Deposition of Drill Cuttings:	Borehole Completion:
Direct Push	NA	Backfill	Backfill

Sample Type	Sample Depth Interval (feet)	Depth (feet)	Sample Description (include grain size based, odors, staining, and other remarks)	Moisture Content	Lab Soil Sample/ Collection Time
DP	0-0.5	0.5	0-1.5 light gray medium grained sand with light gray limestone fragments	D	SB-42 (0-0.5') 12:55
NA	NA	1.0	1.5-6 dark brown fine grained sand	W	
DP	0.5-2	2.0			SB-42 (0.5-2') 12:56
NA	NA	3.0			
DP	2-4	4.0			SB-42 (2-4') 12:57
NA	NA	5.0			
DP	4-6	6.0			SB-42 (4-6') 12:58
NA	NA	7.0			
NA	NA	8.0			
NA	NA	9.0			
NA	NA	10.0	Sample Recovery was 55 in.		

Sample Type Codes: **PH** = Post Hole; **HA** = Hand Auger; **SS** = Split Spoon; **ST** = Shelby Tube; **DP** = Direct Push; **SC** = Sonic Core; **DC** = Drill Cuttin

Moisture Content Codes: **D** = Dry; **M** = Moist; **W** = Wet; **S** = Saturated

Site Name:	Boring ID:	Folio/Permit/Facility Number:
Lakeview Estates	SB-43	NA
Site Address:	**Geologist's Name:**	**Environmental Technician's Name:**
Palm Coast	Donovan Dickey	NA

Environmental Contractor:	Borehole Start Date: 25-Jan-2022	Borehole Start Time: 13:28
SCS Engineers	End Date: 25-Jan-2022	End Time: 13:30

Drilling contractor:	Borehole Depth (feet):	Borehole Diameter (inches):	Apparent Borehole DTW (feet):	Measured Borehole DTW (feet):
JAEE	6	2.25	4	4.5

Drilling Method(s):	Pavement Thickness (inches):	Deposition of Drill Cuttings:	Borehole Completion:
Direct Push	NA	Backfill	Backfill

Sample Type	Sample Depth Interval (feet)	Depth (feet)	Sample Description (include grain size based, odors, staining, and other remarks)	Moisture Content	Lab Soil Sample/ Collection Time
DP	0-0.5	0.5	0-1 light gray medium grained sand with light gray limestone fragments	D	SB-43 (0-0.5') 13:33
NA	NA	1.0	1-4 dark brown fine grained sand	M	
DP	0.5-2	2.0	4-6 dark brown fine grained sand	W	SB-43 (0.5-2') 13:34
NA	NA	3.0			
DP	2-4	4.0			SB-43 (2-4') 13:35
NA	NA	5.0			
DP	4-6	6.0			SB-43 (4-6') Not Collected
NA	NA	7.0			
NA	NA	8.0			
NA	NA	9.0			
NA	NA	10.0	Sample Recovery was 60 in.		

Sample Type Codes: **PH** = Post Hole; **HA** = Hand Auger; **SS** = Split Spoon; **ST** = Shelby Tube; **DP** = Direct Push; **SC** = Sonic Core; **DC** = Drill Cuttin

Moisture Content Codes: **D** = Dry; **M** = Moist; **W** = Wet; **S** = Saturated

Site Name:	Boring ID:	Folio/Permit/Facility Number:
Lakeview Estates	SB-44	NA
Site Address:	**Geologist's Name:**	**Environmental Technician's Name:**
Palm Coast	Donovan Dickey	NA

Environmental Contractor:	Borehole Start Date: 25-Jan-2022	Borehole Start Time: 13:40
SCS Engineers	End Date: 25-Jan-2022	End Time: 13:42

Drilling contractor:	Borehole Depth (feet):	Borehole Diameter (inches):	Apparent Borehole DTW (feet):	Measured Borehole DTW (feet):
JAEE	6	2.25	4	4

Drilling Method(s):	Pavement Thickness (inches):	Deposition of Drill Cuttings:	Borehole Completion:
Direct Push	NA	Backfill	Backfill

Sample Type	Sample Depth Interval (feet)	Depth (feet)	Sample Description (include grain size based, odors, staining, and other remarks)	Moisture Content	Lab Soil Sample/ Collection Time
DP	0-0.5	0.5	0-0.5 dark brown medium grained sand	D	SB-44 (0-0.5') 13:45
NA	NA	1.0	0.5-4 dark brown medium grained sand	M	
DP	0.5-2	2.0	4-6 dark brown medium grained sand	W	SB-44 (0.5-2') 13:46
NA	NA	3.0			
DP	2-4	4.0			SB-44 (2-4') 13:47
NA	NA	5.0			
DP	4-6	6.0			SB-44 (4-6') Not Collected
NA	NA	7.0			
NA	NA	8.0			
NA	NA	9.0			
NA	NA	10.0	Sample Recovery was 60 in.		

Sample Type Codes: **PH** = Post Hole; **HA** = Hand Auger; **SS** = Split Spoon; **ST** = Shelby Tube; **DP** = Direct Push; **SC** = Sonic Core; **DC** = Drill Cuttin

Moisture Content Codes: **D** = Dry; **M** = Moist; **W** = Wet; **S** = Saturated

Site Name:	Boring ID:	Folio/Permit/Facility Number:
Lakeview Estates	SB-45	NA
Site Address:	**Geologist's Name:**	**Environmental Technician's Name:**
Palm Coast	Donovan Dickey	NA

Environmental Contractor:	Borehole Start Date: 25-Jan-2022	Borehole Start Time: 13:53
SCS Engineers	End Date: 25-Jan-2022	End Time: 13:55

Drilling contractor:	Borehole Depth (feet):	Borehole Diameter (inches):	Apparent Borehole DTW (feet):	Measured Borehole DTW (feet):
JAEE	6	2.25	4	4

Drilling Method(s):	Pavement Thickness (inches):	Deposition of Drill Cuttings:	Borehole Completion:
Direct Push	NA	Backfill	Backfill

Sample Type	Sample Depth Interval (feet)	Depth (feet)	Sample Description (include grain size based, odors, staining, and other remarks)	Moisture Content	Lab Soil Sample/ Collection Time
DP	0-0.5	0.5	0-0.5 dark brown fine grained sand	D	SB-45 (0-0.5') 13:56
NA	NA	1.0	0.5-4 dark brown fine grained sand	M	
DP	0.5-2	2.0	4-6 dark brown fine grained sand	W	SB-45 (0.5-2') 13:57
NA	NA	3.0			
DP	2-4	4.0			SB-45 (2-4') 13:58
NA	NA	5.0			
DP	4-6	6.0			SB-45 (4-6') Not Collected
NA	NA	7.0			
NA	NA	8.0			
NA	NA	9.0			
NA	NA	10.0	Sample Recovery was 55 in.		

Sample Type Codes: **PH** = Post Hole; **HA** = Hand Auger; **SS** = Split Spoon; **ST** = Shelby Tube; **DP** = Direct Push; **SC** = Sonic Core; **DC** = Drill Cuttin

Moisture Content Codes: **D** = Dry; **M** = Moist; **W** = Wet; **S** = Saturated

ATTACHMENT B | SOIL LABORATORY ANALYTICAL REPORT

Pace Analytical Services, LLC
8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

February 28, 2022

Mr. Kirk A. Blevins
SCS Engineers - Jacksonville, FL
14785 Old St. Augustine Road
Suite 300
Jacksonville, FL 32258

RE: Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Dear Mr. Blevins:

Enclosed are the analytical results for sample(s) received by the laboratory on January 25, 2022. The results relate only to the samples included in this report. Results reported herein conform to the applicable TNI/NELAC Standards and the laboratory's Quality Manual, where applicable, unless otherwise noted in the body of the report.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:

- Pace National - Mt. Juliet
- Pace Analytical Services - Ormond Beach

(Ormond Beach, FL) - Revision 1 - This report replaces the February 16, 2022 report. This project was revised on February 28, 2022 to update the sample IDs for 35692487058 and 35692487059, per client request. In addition, a case narrative was added noting the recorded cooler temperatures upon laboratory receipt.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Todd Rea
todd.rea@pacelabs.com
(904) 903-7948
Project Manager

Enclosures

cc: Maggie Horty, SCS Engineers

Pace Analytical Services, LLC
8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

CERTIFICATIONS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Pace Analytical Services Ormond Beach
8 East Tower Circle, Ormond Beach, FL 32174
Alaska DEC- CS/UST/LUST
Alabama Certification #: 41320
Colorado Certification: FL NELAC Reciprocity
Connecticut Certification #: PH-0216
Delaware Certification: FL NELAC Reciprocity
Florida Certification #: E83079
Georgia Certification #: 955
Guam Certification: FL NELAC Reciprocity
Hawaii Certification: FL NELAC Reciprocity
Illinois Certification #: 200068
Indiana Certification: FL NELAC Reciprocity
Kansas Certification #: E-10383
Kentucky Certification #: 90050
Louisiana Certification #: FL NELAC Reciprocity
Louisiana Environmental Certificate #: 05007
Maine Certification #: FL01264
Maryland Certification: #346
Michigan Certification #: 9911
Mississippi Certification: FL NELAC Reciprocity
Missouri Certification #: 236
Montana Certification #: Cert 0074
Nebraska Certification: NE-OS-28-14
New Hampshire Certification #: 2958
New Jersey Certification #: FL022
New York Certification #: 11608
North Carolina Environmental Certificate #: 667
North Carolina Certification #: 12710
North Dakota Certification #: R-216
Ohio DEP 87780
Oklahoma Certification #: D9947
Pennsylvania Certification #: 68-00547
Puerto Rico Certification #: FL01264
South Carolina Certification: #96042001
Tennessee Certification #: TN02974
Texas Certification: FL NELAC Reciprocity
US Virgin Islands Certification: FL NELAC Reciprocity
Virginia Environmental Certification #: 460165
West Virginia Certification #: 9962C
Wisconsin Certification #: 399079670
Wyoming (EPA Region 8): FL NELAC Reciprocity

Pace Analytical Services National
12065 Lebanon Road, Mt. Juliet, TN 37122
Alabama Certification #: 40660
Alaska Certification 17-026
Arizona Certification #: AZ0612
Arkansas Certification #: 88-0469
California Certification #: 2932
Canada Certification #: 1461.01
Colorado Certification #: TN00003
Connecticut Certification #: PH-0197
DOD Certification: #1461.01
EPA# TN00003
Florida Certification #: E87487
Georgia DW Certification #: 923
Georgia Certification: NELAP
Idaho Certification #: TN00003
Illinois Certification #: 200008
Indiana Certification #: C-TN-01
Iowa Certification #: 364
Kansas Certification #: E-10277
Kentucky UST Certification #: 16
Kentucky Certification #: 90010
Louisiana Certification #: AI30792
Louisiana DW Certification #: LA180010
Maine Certification #: TN0002
Maryland Certification #: 324
Massachusetts Certification #: M-TN003
Michigan Certification #: 9958
Minnesota Certification #: 047-999-395
Mississippi Certification #: TN00003
Missouri Certification #: 340
Montana Certification #: CERT0086
Nebraska Certification #: NE-OS-15-05
Nevada Certification #: TN-03-2002-34
New Hampshire Certification #: 2975
New Jersey Certification #: TN002
New Mexico DW Certification
New York Certification #: 11742
North Carolina Aquatic Toxicity Certification #: 41
North Carolina Drinking Water Certification #: 21704
North Carolina Environmental Certificate #: 375
North Dakota Certification #: R-140
Ohio VAP Certification #: CL0069
Oklahoma Certification #: 9915
Oregon Certification #: TN200002
Pennsylvania Certification #: 68-02979
Rhode Island Certification #: LAO00356
South Carolina Certification #: 84004
South Dakota Certification
Tennessee DW/Chem/Micro Certification #: 2006
Texas Mold Certification #: LAB0152
Texas Certification #: T 104704245-17-14
USDA Soil Permit #: P330-15-00234
Utah Certification #: TN00003
Virginia Certification #: VT2006
Vermont Dept. of Health: ID# VT-2006
Virginia Certification #: 460132

REPORT OF LABORATORY ANALYSIS

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Pace Analytical Services, LLC
8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

CERTIFICATIONS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Pace Analytical Services National

Washington Certification #: C847
West Virginia Certification #: 233
Wisconsin Certification #: 998093910
Wyoming UST Certification #: via A2LA 2926.01
A2LA-ISO 17025 Certification #: 1461.01
A2LA-ISO 17025 Certification #: 1461.02
AIHA-LAP/LLC EMLAP Certification #:100789

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8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

SAMPLE SUMMARY

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab ID	Sample ID	Matrix	Date Collected	Date Received
35692487001	**SB-69 (0-0.5)**	Solid	01/24/22 12:25	01/25/22 15:40
35692487002	**SB-69 (0.5-2)**	Solid	01/24/22 12:28	01/25/22 15:40
35692487003	**SB-69 (2-4)**	Solid	01/24/22 12:30	01/25/22 15:40
35692487004	**SB-69 (4-6)**	Solid	01/24/22 12:33	01/25/22 15:40
35692487005	**SB-65 (0-0.5)**	Solid	01/24/22 12:40	01/25/22 15:40
35692487006	**SB-65 (0.5-2)**	Solid	01/24/22 12:42	01/25/22 15:40
35692487007	**SB-65 (2-4)**	Solid	01/24/22 12:45	01/25/22 15:40
35692487008	**SB-21 (0-0.5)**	Solid	01/24/22 13:15	01/25/22 15:40
35692487009	**SB-21 (0.5-2)**	Solid	01/24/22 13:17	01/25/22 15:40
35692487010	**SB-21 (2-4)**	Solid	01/24/22 13:20	01/25/22 15:40
35692487011	**SB-66 (0-0.5)**	Solid	01/24/22 13:25	01/25/22 15:40
35692487012	**SB-66 (0.5-2)**	Solid	01/24/22 13:27	01/25/22 15:40
35692487013	**SB-17 (0-0.5)**	Solid	01/24/22 11:10	01/25/22 15:40
35692487014	**SB-17 (0.5-2)**	Solid	01/24/22 11:13	01/25/22 15:40
35692487015	**SB-17 (2-4)**	Solid	01/24/22 11:15	01/25/22 15:40
35692487016	**SB-19 (0-0.5)**	Solid	01/24/22 11:30	01/25/22 15:40
35692487017	**SB-19 (0.5-2)**	Solid	01/24/22 11:32	01/25/22 15:40
35692487018	**SB-19 (2-4)**	Solid	01/24/22 11:35	01/25/22 15:40
35692487019	**SB-64 (0-0.5)**	Solid	01/24/22 11:40	01/25/22 15:40
35692487020	**SB-64 (0.5-2)**	Solid	01/24/22 11:43	01/25/22 15:40
35692487021	**SB-64 (2-4)**	Solid	01/24/22 11:45	01/25/22 15:40
35692487022	**SB-22 (0-0.5)**	Solid	01/24/22 11:55	01/25/22 15:40
35692487023	**SB-22 (0.5-2)**	Solid	01/24/22 11:58	01/25/22 15:40
35692487024	**SB-22 (2-4)**	Solid	01/24/22 12:00	01/25/22 15:40
35692487025	**SB-14 (0-0.5)**	Solid	01/24/22 10:00	01/25/22 15:40
35692487026	**SB-14 (0.5-2)**	Solid	01/24/22 10:02	01/25/22 15:40
35692487027	**SB-14 (2-4)**	Solid	01/24/22 10:05	01/25/22 15:40
35692487028	**SB-13 (0-0.5)**	Solid	01/24/22 10:15	01/25/22 15:40
35692487029	**SB-13 (0.5-2)**	Solid	01/24/22 10:18	01/25/22 15:40
35692487030	**SB-13 (2-4)**	Solid	01/24/22 10:20	01/25/22 15:40
35692487031	**SB-14 (4-6)**	Solid	01/24/22 10:08	01/25/22 15:40
35692487032	**SB-13 (4-5)**	Solid	01/24/22 10:35	01/25/22 15:40
35692487033	**SB-63 (0-0.5)**	Solid	01/24/22 10:55	01/25/22 15:40
35692487034	**SB-63 (0.5-2)**	Solid	01/24/22 10:58	01/25/22 15:40
35692487035	**SB-63 (2-4)**	Solid	01/24/22 11:00	01/25/22 15:40
35692487036	**SB-66 (2-4)**	Solid	01/24/22 13:30	01/25/22 15:40
35692487037	**SB-18 (0-0.5)**	Solid	01/24/22 13:35	01/25/22 15:40

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Pace Analytical Services, LLC
8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

SAMPLE SUMMARY

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab ID	Sample ID	Matrix	Date Collected	Date Received
35692487038	**SB-18 (0.5-2)**	Solid	01/24/22 13:37	01/25/22 15:40
35692487039	**SB-18 (2-4)**	Solid	01/24/22 13:40	01/25/22 15:40
35692487040	**SB-67 (0-0.5)**	Solid	01/24/22 13:45	01/25/22 15:40
35692487041	**SB-67 (0.5-2)**	Solid	01/24/22 13:47	01/25/22 15:40
35692487042	**SB-67 (2-4)**	Solid	01/24/22 13:50	01/25/22 15:40
35692487043	**SB-16 (0-0.5)**	Solid	01/24/22 14:10	01/25/22 15:40
35692487044	**SB-16 (0.5-2)**	Solid	01/24/22 14:12	01/25/22 15:40
35692487045	**SB-16 (2-4)**	Solid	01/24/22 14:15	01/25/22 15:40
35692487046	**SB-40 (0-0.5)**	Solid	01/25/22 09:00	01/25/22 15:40
35692487047	**SB-40 (0.5-2)**	Solid	01/25/22 09:02	01/25/22 15:40
35692487048	**SB-40 (2-4)**	Solid	01/25/22 09:04	01/25/22 15:40
35692487049	**SB-40 (4-6)**	Solid	01/25/22 09:06	01/25/22 15:40
35692487050	**SB-39 (0-0.5)**	Solid	01/25/22 09:30	01/25/22 15:40
35692487051	**SB-39 (0.5-2)**	Solid	01/25/22 09:32	01/25/22 15:40
35692487052	**SB-39 (2-4)**	Solid	01/25/22 09:35	01/25/22 15:40
35692487053	**SB-39 (4-6)**	Solid	01/25/22 09:38	01/25/22 15:40
35692487054	**SB-38 (0-0.5)**	Solid	01/25/22 10:00	01/25/22 15:40
35692487055	**SB-38 (0.5-2)**	Solid	01/25/22 10:02	01/25/22 15:40
35692487056	**SB-38 (2-4)**	Solid	01/25/22 10:04	01/25/22 15:40
35692487057	**SB-38 (4-6)**	Solid	01/25/22 10:06	01/25/22 15:40
35692487058	**SB-62 (0-0.5)**	Solid	01/25/22 10:30	01/25/22 15:40
35692487059	**SB-62 (0.5-2)**	Solid	01/25/22 10:32	01/25/22 15:40
35692487060	**SB-61 (0-0.5)**	Solid	01/24/22 10:44	01/25/22 15:40
35692487061	**SB-61 (0.5-2)**	Solid	01/24/22 10:45	01/25/22 15:40
35692487062	**SB-61 (2-4)**	Solid	01/24/22 10:46	01/25/22 15:40
35692487063	**SB-8 (0-0.5)**	Solid	01/24/22 14:09	01/25/22 15:40
35692487064	**SB-8 (0.5-2)**	Solid	01/24/22 14:10	01/25/22 15:40
35692487065	**SB-8 (2-4)**	Solid	01/24/22 14:11	01/25/22 15:40
35692487066	**SB-4 (0-0.5)**	Solid	01/24/22 14:40	01/25/22 15:40
35692487067	**SB-4 (0.5-2)**	Solid	01/24/22 14:41	01/25/22 15:40
35692487068	**SB-4 (2-4)**	Solid	01/24/22 14:42	01/25/22 15:40
35692487069	**SB-37 (0-0.5)**	Solid	01/24/22 15:13	01/25/22 15:40
35692487070	**SB-37 (0.5-2)**	Solid	01/24/22 15:14	01/25/22 15:40
35692487071	**SB-37 (2-4)**	Solid	01/24/22 15:15	01/25/22 15:40
35692487072	**SB-15 (0-0.5)**	Solid	01/25/22 09:05	01/25/22 15:40
35692487073	**SB-15 (0.5-2)**	Solid	01/25/22 09:06	01/25/22 15:40
35692487074	**SB-15 (2-4)**	Solid	01/25/22 09:07	01/25/22 15:40

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Pace Analytical Services, LLC
8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

SAMPLE SUMMARY

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab ID	Sample ID	Matrix	Date Collected	Date Received
35692487075	**SB-20 (0-0.5)**	Solid	01/25/22 09:57	01/25/22 15:40
35692487076	**SB-20 (0.5-2)**	Solid	01/25/22 09:58	01/25/22 15:40
35692487077	**SB-20 (2-4)**	Solid	01/25/22 09:59	01/25/22 15:40
35692487078	**SB-20 (4-6)**	Solid	01/25/22 10:00	01/25/22 15:40
35692487079	**SB-29 (0-0.5)**	Solid	01/25/22 11:21	01/25/22 15:40
35692487080	**SB-29 (0.5-2)**	Solid	01/25/22 11:22	01/25/22 15:40
35692487081	**SB-29 (2-4)**	Solid	01/25/22 11:23	01/25/22 15:40
35692487082	**SB-29 (4-6)**	Solid	01/25/22 11:24	01/25/22 15:40
35692487083	**SB-42 (0-0.5)**	Solid	01/25/22 12:55	01/25/22 15:40
35692487084	**SB-42 (0.5-2)**	Solid	01/25/22 12:56	01/25/22 15:40
35692487085	**SB-42 (2-4)**	Solid	01/25/22 12:57	01/25/22 15:40
35692487086	**SB-42 (4-6)**	Solid	01/25/22 12:58	01/25/22 15:40
35692487087	**SB-43 (0-0.5)**	Solid	01/25/22 13:33	01/25/22 15:40
35692487088	**SB-43 (0.5-2)**	Solid	01/25/22 13:34	01/25/22 15:40
35692487089	**SB-43 (2-4)**	Solid	01/25/22 13:35	01/25/22 15:40
35692487090	**SB-44 (0-0.5)**	Solid	01/25/22 13:45	01/25/22 15:40
35692487091	**SB-44 (0.5-2)**	Solid	01/25/22 13:46	01/25/22 15:40
35692487092	**SB-44 (2-4)**	Solid	01/25/22 13:47	01/25/22 15:40
35692487093	**SB-45 (0-0.5)**	Solid	01/25/22 13:56	01/25/22 15:40
35692487094	**SB-45 (0.5-2)**	Solid	01/25/22 13:57	01/25/22 15:40
35692487095	**SB-45 (2-4)**	Solid	01/25/22 13:58	01/25/22 15:40
35692487096	**SB-50 (0-0.5)**	Solid	01/25/22 14:30	01/25/22 15:40
35692487097	**SB-50 (0.5-2)**	Solid	01/25/22 14:31	01/25/22 15:40
35692487098	**SB-50 (2-4)**	Solid	01/25/22 14:32	01/25/22 15:40
35692487099	**SB-51 (0-0.5)**	Solid	01/25/22 14:46	01/25/22 15:40
35692487100	**SB-51 (0.5-2)**	Solid	01/25/22 14:47	01/25/22 15:40
35692487101	**SB-51 (2-4)**	Solid	01/25/22 14:48	01/25/22 15:40

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8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

SAMPLE ANALYTE COUNT

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
35692487001	**SB-69 (0-0.5)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487002	**SB-69 (0.5-2)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487003	**SB-69 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487004	**SB-69 (4-6)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487005	**SB-65 (0-0.5)**	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487006	**SB-65 (0.5-2)**	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487007	**SB-65 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487008	**SB-21 (0-0.5)**	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487009	**SB-21 (0.5-2)**	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487010	**SB-21 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487011	**SB-66 (0-0.5)**	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487012	**SB-66 (0.5-2)**	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487013	**SB-17 (0-0.5)**	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487014	**SB-17 (0.5-2)**	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487015	**SB-17 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487016	**SB-19 (0-0.5)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487017	**SB-19 (0.5-2)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487018	**SB-19 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487019	**SB-64 (0-0.5)**	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487020	**SB-64 (0.5-2)**	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487021	**SB-64 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487022	**SB-22 (0-0.5)**	EPA 6010	KC2	1	PASI-O

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SAMPLE ANALYTE COUNT

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
		ASTM D2974-87	AF	1	PASI-O
35692487023	SB-22 (0.5-2)	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487024	SB-22 (2-4)	ASTM D2974-87	AF	1	PASI-O
35692487025	SB-14 (0-0.5)	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487026	SB-14 (0.5-2)	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487027	SB-14 (2-4)	ASTM D2974-87	AF	1	PASI-O
35692487028	SB-13 (0-0.5)	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487029	SB-13 (0.5-2)	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487030	SB-13 (2-4)	ASTM D2974-87	AF	1	PASI-O
35692487031	SB-14 (4-6)	ASTM D2974-87	AF	1	PASI-O
35692487032	SB-13 (4-5)	ASTM D2974-87	AF	1	PASI-O
35692487033	SB-63 (0-0.5)	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487034	SB-63 (0.5-2)	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487035	SB-63 (2-4)	ASTM D2974-87	AF	1	PASI-O
35692487036	SB-66 (2-4)	ASTM D2974-87	AF	1	PASI-O
35692487037	SB-18 (0-0.5)	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487038	SB-18 (0.5-2)	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487039	SB-18 (2-4)	ASTM D2974-87	AF	1	PASI-O
35692487040	SB-67 (0-0.5)	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487041	SB-67 (0.5-2)	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487042	SB-67 (2-4)	ASTM D2974-87	AF	1	PASI-O
35692487043	SB-16 (0-0.5)	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487044	SB-16 (0.5-2)	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487045	SB-16 (2-4)	ASTM D2974-87	AF	1	PASI-O

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SAMPLE ANALYTE COUNT

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
35692487046	**SB-40 (0-0.5)**	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487047	**SB-40 (0.5-2)**	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487048	**SB-40 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487049	**SB-40 (4-6)**	ASTM D2974-87	AF	1	PASI-O
35692487050	**SB-39 (0-0.5)**	EPA 6010	KC2	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487051	**SB-39 (0.5-2)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487052	**SB-39 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487053	**SB-39 (4-6)**	ASTM D2974-87	AF	1	PASI-O
35692487054	**SB-38 (0-0.5)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487055	**SB-38 (0.5-2)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487056	**SB-38 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487057	**SB-38 (4-6)**	ASTM D2974-87	AF	1	PASI-O
35692487058	**SB-62 (0-0.5)**	EPA 8151	CCW	11	PAN
		EPA 8081	BLM	22	PASI-O
		EPA 6010	EMG	7	PASI-O
		EPA 7471	JNK	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
		SM 2540G	KDW	1	PAN
35692487059	**SB-62 (0.5-2)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487060	**SB-61 (0-0.5)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487061	**SB-61 (0.5-2)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487062	**SB-61 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487063	**SB-8 (0-0.5)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487064	**SB-8 (0.5-2)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487065	**SB-8 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487066	**SB-4 (0-0.5)**	EPA 6010	EMG	1	PASI-O

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8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

SAMPLE ANALYTE COUNT

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
		ASTM D2974-87	AF	1	PASI-O
35692487067	**SB-4 (0.5-2)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487068	**SB-4 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487069	**SB-37 (0-0.5)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487070	**SB-37 (0.5-2)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487071	**SB-37 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487072	**SB-15 (0-0.5)**	EPA 8151	CCW	11	PAN
		EPA 8081	BLM	22	PASI-O
		EPA 6010	EMG	7	PASI-O
		EPA 7471	JNK	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
		SM 2540G	KDW	1	PAN
35692487073	**SB-15 (0.5-2)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487074	**SB-15 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487075	**SB-20 (0-0.5)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487076	**SB-20 (0.5-2)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487077	**SB-20 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487078	**SB-20 (4-6)**	ASTM D2974-87	AF	1	PASI-O
35692487079	**SB-29 (0-0.5)**	EPA 8151	CCW	11	PAN
		EPA 8081	BLM	22	PASI-O
		EPA 6010	EMG	7	PASI-O
		EPA 7471	JNK	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
		SM 2540G	KDW	1	PAN
35692487080	**SB-29 (0.5-2)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487081	**SB-29 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487082	**SB-29 (4-6)**	ASTM D2974-87	AF	1	PASI-O
35692487083	**SB-42 (0-0.5)**	EPA 8151	CCW	11	PAN
		EPA 8081	BLM	22	PASI-O
		EPA 6010	EMG	7	PASI-O

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SAMPLE ANALYTE COUNT

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
		EPA 7471	JNK	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
		SM 2540G	KDW	1	PAN
35692487084	**SB-42 (0.5-2)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487085	**SB-42 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487086	**SB-42 (4-6)**	ASTM D2974-87	AF	1	PASI-O
35692487087	**SB-43 (0-0.5)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487088	**SB-43 (0.5-2)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487089	**SB-43 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487090	**SB-44 (0-0.5)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487091	**SB-44 (0.5-2)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487092	**SB-44 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487093	**SB-45 (0-0.5)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487094	**SB-45 (0.5-2)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487095	**SB-45 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487096	**SB-50 (0-0.5)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487097	**SB-50 (0.5-2)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487098	**SB-50 (2-4)**	ASTM D2974-87	AF	1	PASI-O
35692487099	**SB-51 (0-0.5)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487100	**SB-51 (0.5-2)**	EPA 6010	EMG	1	PASI-O
		ASTM D2974-87	AF	1	PASI-O
35692487101	**SB-51 (2-4)**	ASTM D2974-87	AF	1	PASI-O

PAN = Pace National - Mt. Juliet
PASI-O = Pace Analytical Services - Ormond Beach

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8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

SUMMARY OF DETECTION

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab Sample ID / Method	Client Sample ID / Parameters	Result	Units	Report Limit	Analyzed	Qualifiers
35692487001	**SB-69 (0-0.5)**					
EPA 6010	Arsenic	2.2	mg/kg	0.57	01/27/22 12:23	
ASTM D2974-87	Percent Moisture	8.5	%	0.10	01/26/22 15:04	
35692487002	**SB-69 (0.5-2)**					
ASTM D2974-87	Percent Moisture	10.2	%	0.10	01/26/22 15:04	
35692487003	**SB-69 (2-4)**					
ASTM D2974-87	Percent Moisture	11.7	%	0.10	01/26/22 15:04	
35692487004	**SB-69 (4-6)**					
ASTM D2974-87	Percent Moisture	12.0	%	0.10	01/26/22 15:04	
35692487005	**SB-65 (0-0.5)**					
EPA 6010	Arsenic	4.4	mg/kg	0.60	01/28/22 12:27	
ASTM D2974-87	Percent Moisture	14.8	%	0.10	01/26/22 15:04	
35692487006	**SB-65 (0.5-2)**					
ASTM D2974-87	Percent Moisture	11.3	%	0.10	01/26/22 15:05	
35692487007	**SB-65 (2-4)**					
ASTM D2974-87	Percent Moisture	15.1	%	0.10	01/26/22 15:05	
35692487008	**SB-21 (0-0.5)**					
EPA 6010	Arsenic	2.0	mg/kg	0.57	01/28/22 12:34	
ASTM D2974-87	Percent Moisture	15.6	%	0.10	01/26/22 15:05	
35692487009	**SB-21 (0.5-2)**					
ASTM D2974-87	Percent Moisture	10.9	%	0.10	01/26/22 15:05	
35692487010	**SB-21 (2-4)**					
ASTM D2974-87	Percent Moisture	10.4	%	0.10	01/26/22 15:05	
35692487011	**SB-66 (0-0.5)**					
EPA 6010	Arsenic	0.57 I	mg/kg	0.63	01/28/22 12:42	
ASTM D2974-87	Percent Moisture	17.8	%	0.10	01/26/22 15:05	
35692487012	**SB-66 (0.5-2)**					
EPA 6010	Arsenic	0.32 I	mg/kg	0.54	01/28/22 12:53	
ASTM D2974-87	Percent Moisture	11.4	%	0.10	01/26/22 15:05	
35692487013	**SB-17 (0-0.5)**					
EPA 6010	Arsenic	3.1	mg/kg	0.56	01/28/22 12:57	
ASTM D2974-87	Percent Moisture	12.3	%	0.10	01/26/22 15:05	
35692487014	**SB-17 (0.5-2)**					
ASTM D2974-87	Percent Moisture	12.7	%	0.10	01/26/22 15:05	
35692487015	**SB-17 (2-4)**					
ASTM D2974-87	Percent Moisture	11.7	%	0.10	01/26/22 15:05	
35692487016	**SB-19 (0-0.5)**					
EPA 6010	Arsenic	1.8	mg/kg	0.51	01/31/22 10:30	
ASTM D2974-87	Percent Moisture	12.3	%	0.10	01/26/22 15:05	

REPORT OF LABORATORY ANALYSIS

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SUMMARY OF DETECTION

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab Sample ID / Method	Client Sample ID / Parameters	Result	Units	Report Limit	Analyzed	Qualifiers
35692487017	**SB-19 (0.5-2)**					
ASTM D2974-87	Percent Moisture	13.3	%	0.10	01/26/22 15:05	
35692487018	**SB-19 (2-4)**					
ASTM D2974-87	Percent Moisture	15.4	%	0.10	01/26/22 15:05	
35692487019	**SB-64 (0-0.5)**					
ASTM D2974-87	Percent Moisture	13.2	%	0.10	01/26/22 15:06	
35692487020	**SB-64 (0.5-2)**					
ASTM D2974-87	Percent Moisture	17.2	%	0.10	01/26/22 15:06	
35692487021	**SB-64 (2-4)**					
ASTM D2974-87	Percent Moisture	13.3	%	0.10	01/26/22 15:06	
35692487022	**SB-22 (0-0.5)**					
EPA 6010	Arsenic	0.77	mg/kg	0.57	01/26/22 13:53	
ASTM D2974-87	Percent Moisture	14.1	%	0.10	01/26/22 15:06	
35692487023	**SB-22 (0.5-2)**					
EPA 6010	Arsenic	0.30 I	mg/kg	0.53	01/26/22 13:57	
ASTM D2974-87	Percent Moisture	18.0	%	0.10	01/26/22 15:06	
35692487024	**SB-22 (2-4)**					
ASTM D2974-87	Percent Moisture	22.4	%	0.10	01/26/22 15:06	
35692487025	**SB-14 (0-0.5)**					
EPA 6010	Arsenic	5.4	mg/kg	0.60	01/26/22 14:01	
ASTM D2974-87	Percent Moisture	9.6	%	0.10	01/26/22 15:06	
35692487026	**SB-14 (0.5-2)**					
EPA 6010	Arsenic	0.60	mg/kg	0.54	01/26/22 14:04	
ASTM D2974-87	Percent Moisture	8.8	%	0.10	01/26/22 15:06	
35692487027	**SB-14 (2-4)**					
ASTM D2974-87	Percent Moisture	11.4	%	0.10	01/26/22 15:06	
35692487028	**SB-13 (0-0.5)**					
EPA 6010	Arsenic	5.9	mg/kg	0.51	01/26/22 14:08	
ASTM D2974-87	Percent Moisture	9.4	%	0.10	01/26/22 15:06	
35692487029	**SB-13 (0.5-2)**					
EPA 6010	Arsenic	0.43 I	mg/kg	0.63	01/26/22 14:12	
ASTM D2974-87	Percent Moisture	9.5	%	0.10	01/26/22 15:06	
35692487030	**SB-13 (2-4)**					
ASTM D2974-87	Percent Moisture	6.8	%	0.10	01/26/22 15:06	
35692487031	**SB-14 (4-6)**					
ASTM D2974-87	Percent Moisture	11.8	%	0.10	01/27/22 09:16	
35692487032	**SB-13 (4-5)**					
ASTM D2974-87	Percent Moisture	11.1	%	0.10	01/27/22 09:16	

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SUMMARY OF DETECTION

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab Sample ID / Method	Client Sample ID / Parameters	Result	Units	Report Limit	Analyzed	Qualifiers
35692487033	**SB-63 (0-0.5)**					
EPA 6010	Arsenic	2.4	mg/kg	0.53	01/26/22 14:16	
ASTM D2974-87	Percent Moisture	16.0	%	0.10	01/27/22 09:16	
35692487034	**SB-63 (0.5-2)**					
EPA 6010	Arsenic	0.58	mg/kg	0.48	01/26/22 14:19	
ASTM D2974-87	Percent Moisture	8.8	%	0.10	01/27/22 09:16	
35692487035	**SB-63 (2-4)**					
ASTM D2974-87	Percent Moisture	10.4	%	0.10	01/27/22 09:16	
35692487036	**SB-66 (2-4)**					
ASTM D2974-87	Percent Moisture	12.1	%	0.10	01/27/22 09:16	
35692487037	**SB-18 (0-0.5)**					
EPA 6010	Arsenic	1.6	mg/kg	0.54	01/26/22 14:23	
ASTM D2974-87	Percent Moisture	11.8	%	0.10	01/27/22 09:16	
35692487038	**SB-18 (0.5-2)**					
ASTM D2974-87	Percent Moisture	17.5	%	0.10	01/27/22 09:16	
35692487039	**SB-18 (2-4)**					
ASTM D2974-87	Percent Moisture	13.6	%	0.10	01/27/22 09:17	
35692487040	**SB-67 (0-0.5)**					
EPA 6010	Arsenic	2.8	mg/kg	0.57	01/26/22 14:38	
ASTM D2974-87	Percent Moisture	12.5	%	0.10	01/27/22 09:17	
35692487041	**SB-67 (0.5-2)**					
ASTM D2974-87	Percent Moisture	14.0	%	0.10	01/27/22 12:30	
35692487042	**SB-67 (2-4)**					
ASTM D2974-87	Percent Moisture	12.5	%	0.10	01/27/22 12:30	
35692487043	**SB-16 (0-0.5)**					
EPA 6010	Arsenic	1.9	mg/kg	0.53	01/26/22 16:29	
ASTM D2974-87	Percent Moisture	19.6	%	0.10	01/27/22 12:30	
35692487044	**SB-16 (0.5-2)**					
EPA 6010	Arsenic	0.34 I	mg/kg	0.61	01/26/22 16:33	
ASTM D2974-87	Percent Moisture	18.9	%	0.10	01/27/22 12:30	
35692487045	**SB-16 (2-4)**					
ASTM D2974-87	Percent Moisture	11.4	%	0.10	01/27/22 12:30	
35692487046	**SB-40 (0-0.5)**					
EPA 6010	Arsenic	1.7	mg/kg	0.58	01/26/22 16:37	
ASTM D2974-87	Percent Moisture	9.7	%	0.10	01/27/22 12:30	
35692487047	**SB-40 (0.5-2)**					
EPA 6010	Arsenic	0.40 I	mg/kg	0.69	01/26/22 16:41	
ASTM D2974-87	Percent Moisture	10.3	%	0.10	01/27/22 12:30	

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SUMMARY OF DETECTION

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab Sample ID / Method	Client Sample ID / Parameters	Result	Units	Report Limit	Analyzed	Qualifiers
35692487048	**SB-40 (2-4)**					
ASTM D2974-87	Percent Moisture	6.2	%	0.10	01/27/22 12:30	
35692487049	**SB-40 (4-6)**					
ASTM D2974-87	Percent Moisture	9.0	%	0.10	01/27/22 12:30	
35692487050	**SB-39 (0-0.5)**					
ASTM D2974-87	Percent Moisture	11.0	%	0.10	01/27/22 12:30	
35692487051	**SB-39 (0.5-2)**					
ASTM D2974-87	Percent Moisture	12.8	%	0.10	01/27/22 12:30	
35692487052	**SB-39 (2-4)**					
ASTM D2974-87	Percent Moisture	9.9	%	0.10	01/27/22 12:30	
35692487053	**SB-39 (4-6)**					
ASTM D2974-87	Percent Moisture	11.3	%	0.10	01/27/22 12:30	
35692487054	**SB-38 (0-0.5)**					
ASTM D2974-87	Percent Moisture	3.6	%	0.10	01/27/22 12:30	
35692487055	**SB-38 (0.5-2)**					
ASTM D2974-87	Percent Moisture	11.0	%	0.10	01/27/22 12:30	
35692487056	**SB-38 (2-4)**					
ASTM D2974-87	Percent Moisture	11.2	%	0.10	01/27/22 12:31	
35692487057	**SB-38 (4-6)**					
ASTM D2974-87	Percent Moisture	16.2	%	0.10	01/27/22 12:31	
35692487058	**SB-62 (0-0.5)**					
EPA 8081	4,4'-DDE	0.00019 I	mg/kg	0.0020	01/30/22 23:27	
EPA 8081	Endosulfan II	0.00087 I	mg/kg	0.0020	01/30/22 23:27	
EPA 6010	Arsenic	0.83	mg/kg	0.63	01/27/22 10:12	
EPA 6010	Barium	3.5	mg/kg	0.63	01/27/22 10:12	
EPA 6010	Chromium	1.2	mg/kg	0.32	01/27/22 10:12	
EPA 6010	Lead	3.3	mg/kg	0.63	01/27/22 10:12	
EPA 7471	Mercury	0.016	mg/kg	0.010	01/27/22 11:39	
ASTM D2974-87	Percent Moisture	17.4	%	0.10	01/27/22 12:31	
SM 2540G	Total Solids	81.8	%		01/28/22 19:11	
35692487059	**SB-62 (0.5-2)**					
ASTM D2974-87	Percent Moisture	14.0	%	0.10	01/27/22 12:31	
35692487060	**SB-61 (0-0.5)**					
EPA 6010	Arsenic	0.38 I	mg/kg	0.48	01/27/22 10:27	
ASTM D2974-87	Percent Moisture	4.5	%	0.10	01/27/22 12:31	
35692487061	**SB-61 (0.5-2)**					
ASTM D2974-87	Percent Moisture	9.0	%	0.10	01/27/22 12:31	
35692487062	**SB-61 (2-4)**					
ASTM D2974-87	Percent Moisture	10.4	%	0.10	01/27/22 12:31	

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SUMMARY OF DETECTION

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab Sample ID / Method	Client Sample ID / Parameters	Result	Units	Report Limit	Analyzed	Qualifiers
35692487063	**SB-8 (0-0.5)**					
EPA 6010	Arsenic	0.32 I	mg/kg	0.49	01/27/22 10:34	
ASTM D2974-87	Percent Moisture	5.5	%	0.10	01/27/22 12:31	
35692487064	**SB-8 (0.5-2)**					
ASTM D2974-87	Percent Moisture	7.2	%	0.10	01/27/22 12:31	
35692487065	**SB-8 (2-4)**					
ASTM D2974-87	Percent Moisture	10.4	%	0.10	01/27/22 12:31	
35692487066	**SB-4 (0-0.5)**					
ASTM D2974-87	Percent Moisture	5.5	%	0.10	01/27/22 12:31	
35692487067	**SB-4 (0.5-2)**					
ASTM D2974-87	Percent Moisture	9.3	%	0.10	01/27/22 12:31	
35692487068	**SB-4 (2-4)**					
ASTM D2974-87	Percent Moisture	20.5	%	0.10	01/27/22 12:31	
35692487069	**SB-37 (0-0.5)**					
ASTM D2974-87	Percent Moisture	2.3	%	0.10	01/27/22 12:31	
35692487070	**SB-37 (0.5-2)**					
ASTM D2974-87	Percent Moisture	15.7	%	0.10	01/27/22 12:32	
35692487071	**SB-37 (2-4)**					
ASTM D2974-87	Percent Moisture	12.1	%	0.10	01/27/22 12:32	
35692487072	**SB-15 (0-0.5)**					
EPA 6010	Barium	3.0	mg/kg	0.51	01/27/22 10:57	
EPA 6010	Chromium	3.4	mg/kg	0.26	01/27/22 10:57	
EPA 6010	Lead	2.6	mg/kg	0.51	01/27/22 10:57	
EPA 7471	Mercury	0.0067 I	mg/kg	0.0090	01/27/22 11:41	
ASTM D2974-87	Percent Moisture	9.9	%	0.10	01/27/22 11:25	
SM 2540G	Total Solids	87.9	%		01/28/22 19:11	
35692487073	**SB-15 (0.5-2)**					
ASTM D2974-87	Percent Moisture	11.4	%	0.10	01/27/22 12:32	
35692487074	**SB-15 (2-4)**					
ASTM D2974-87	Percent Moisture	11.6	%	0.10	01/27/22 12:32	
35692487075	**SB-20 (0-0.5)**					
EPA 6010	Arsenic	1.6	mg/kg	0.58	01/27/22 11:12	
ASTM D2974-87	Percent Moisture	10.8	%	0.10	01/27/22 12:32	
35692487076	**SB-20 (0.5-2)**					
ASTM D2974-87	Percent Moisture	10.1	%	0.10	01/27/22 12:32	
35692487077	**SB-20 (2-4)**					
ASTM D2974-87	Percent Moisture	10.2	%	0.10	01/27/22 12:32	
35692487078	**SB-20 (4-6)**					
ASTM D2974-87	Percent Moisture	11.5	%	0.10	01/27/22 12:32	

REPORT OF LABORATORY ANALYSIS

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8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

SUMMARY OF DETECTION

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab Sample ID / Method	Client Sample ID / Parameters	Result	Units	Report Limit	Analyzed	Qualifiers
35692487079	**SB-29 (0-0.5)**					
EPA 6010	Barium	1.2	mg/kg	0.46	01/27/22 11:19	
EPA 6010	Chromium	1.3	mg/kg	0.23	01/27/22 11:19	
EPA 6010	Lead	0.93	mg/kg	0.46	01/27/22 11:19	
ASTM D2974-87	Percent Moisture	2.5	%	0.10	01/27/22 11:25	
SM 2540G	Total Solids	82.8	%		01/28/22 19:11	
35692487080	**SB-29 (0.5-2)**					
ASTM D2974-87	Percent Moisture	9.4	%	0.10	01/27/22 13:12	
35692487081	**SB-29 (2-4)**					
ASTM D2974-87	Percent Moisture	8.2	%	0.10	01/27/22 13:13	
35692487082	**SB-29 (4-6)**					
ASTM D2974-87	Percent Moisture	14.7	%	0.10	01/27/22 13:13	
35692487083	**SB-42 (0-0.5)**					
EPA 6010	Barium	1.2	mg/kg	0.53	01/27/22 11:27	
EPA 6010	Chromium	0.97	mg/kg	0.26	01/27/22 11:27	
EPA 6010	Lead	0.42 I	mg/kg	0.53	01/27/22 11:27	
ASTM D2974-87	Percent Moisture	3.0	%	0.10	01/27/22 11:25	
SM 2540G	Total Solids	95.7	%		01/28/22 19:11	
35692487084	**SB-42 (0.5-2)**					
ASTM D2974-87	Percent Moisture	12.7	%	0.10	01/27/22 13:13	
35692487085	**SB-42 (2-4)**					
ASTM D2974-87	Percent Moisture	12.1	%	0.10	01/27/22 13:13	
35692487086	**SB-42 (4-6)**					
ASTM D2974-87	Percent Moisture	10.7	%	0.10	01/27/22 13:13	
35692487087	**SB-43 (0-0.5)**					
ASTM D2974-87	Percent Moisture	2.2	%	0.10	01/27/22 13:13	
35692487088	**SB-43 (0.5-2)**					
ASTM D2974-87	Percent Moisture	14.9	%	0.10	01/27/22 11:25	
35692487089	**SB-43 (2-4)**					
ASTM D2974-87	Percent Moisture	14.8	%	0.10	01/27/22 11:25	
35692487090	**SB-44 (0-0.5)**					
ASTM D2974-87	Percent Moisture	19.5	%	0.10	01/27/22 11:26	
35692487091	**SB-44 (0.5-2)**					
ASTM D2974-87	Percent Moisture	20.5	%	0.10	01/27/22 11:26	
35692487092	**SB-44 (2-4)**					
ASTM D2974-87	Percent Moisture	4.6	%	0.10	01/27/22 11:26	
35692487093	**SB-45 (0-0.5)**					
ASTM D2974-87	Percent Moisture	12.7	%	0.10	01/27/22 11:26	

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SUMMARY OF DETECTION

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab Sample ID / Method	Client Sample ID / Parameters	Result	Units	Report Limit	Analyzed	Qualifiers
35692487094	**SB-45 (0.5-2)**					
ASTM D2974-87	Percent Moisture	13.2	%	0.10	01/27/22 11:26	
35692487095	**SB-45 (2-4)**					
ASTM D2974-87	Percent Moisture	14.0	%	0.10	01/27/22 11:26	
35692487096	**SB-50 (0-0.5)**					
ASTM D2974-87	Percent Moisture	3.8	%	0.10	01/27/22 11:26	
35692487097	**SB-50 (0.5-2)**					
ASTM D2974-87	Percent Moisture	9.5	%	0.10	01/27/22 11:26	
35692487098	**SB-50 (2-4)**					
ASTM D2974-87	Percent Moisture	14.3	%	0.10	01/27/22 11:26	
35692487099	**SB-51 (0-0.5)**					
ASTM D2974-87	Percent Moisture	6.4	%	0.10	01/26/22 15:07	
35692487100	**SB-51 (0.5-2)**					
ASTM D2974-87	Percent Moisture	9.3	%	0.10	01/26/22 15:07	
35692487101	**SB-51 (2-4)**					
ASTM D2974-87	Percent Moisture	15.3	%	0.10	01/26/22 15:07	

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PROJECT NARRATIVE

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Date: February 28, 2022

Samples requiring thermal preservation were received outside of recommended temperature limits of 0-6 degrees Celsius for samples collected on 01/24/2022.
Samples were received outside of the recommended temperature range of 0-6 degrees Celsius for samples collected 01/25/2022, however, the samples were received from the field on ice and the cooling process was noted to have begun upon laboratory receipt.

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-69 (0-0.5) **Lab ID: 35692487001** Collected: 01/24/22 12:25 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**2.2**	mg/kg	0.57	0.28	1	01/26/22 01:58	01/27/22 12:23	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**8.5**	%	0.10	0.10	1		01/26/22 15:04		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-69 (0.5-2) **Lab ID: 35692487002** Collected: 01/24/22 12:28 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.26 U**	mg/kg	0.51	0.26	1	01/26/22 01:58	01/27/22 12:27	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**10.2**	%	0.10	0.10	1		01/26/22 15:04		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-69 (2-4) **Lab ID: 35692487003** Collected: 01/24/22 12:30 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**11.7**	%	0.10	0.10	1		01/26/22 15:04		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-69 (4-6) **Lab ID: 35692487004** Collected: 01/24/22 12:33 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.28 U**	mg/kg	0.57	0.28	1	01/26/22 01:58	01/27/22 12:31	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**12.0**	%	0.10	0.10	1		01/26/22 15:04		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-65 (0-0.5) **Lab ID: 35692487005** Collected: 01/24/22 12:40 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**4.4**	mg/kg	0.60	0.30	1	01/26/22 01:58	01/28/22 12:27	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**14.8**	%	0.10	0.10	1		01/26/22 15:04		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-65 (0.5-2) **Lab ID: 35692487006** Collected: 01/24/22 12:42 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.25 U**	mg/kg	0.51	0.25	1	01/26/22 01:58	01/28/22 12:31	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**11.3**	%	0.10	0.10	1		01/26/22 15:05		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-65 (2-4) **Lab ID: 35692487007** Collected: 01/24/22 12:45 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**15.1**	%	0.10	0.10	1		01/26/22 15:05		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-21 (0-0.5) **Lab ID: 35692487008** Collected: 01/24/22 13:15 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**2.0**	mg/kg	0.57	0.28	1	01/26/22 01:58	01/28/22 12:34	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**15.6**	%	0.10	0.10	1		01/26/22 15:05		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-21 (0.5-2) **Lab ID: 35692487009** Collected: 01/24/22 13:17 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.27 U**	mg/kg	0.53	0.27	1	01/26/22 01:58	01/28/22 12:38	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**10.9**	%	0.10	0.10	1		01/26/22 15:05		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-21 (2-4) **Lab ID: 35692487010** Collected: 01/24/22 13:20 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**10.4**	%	0.10	0.10	1		01/26/22 15:05		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-66 (0-0.5) **Lab ID: 35692487011** Collected: 01/24/22 13:25 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.57 I**	mg/kg	0.63	0.32	1	01/26/22 01:58	01/28/22 12:42	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**17.8**	%	0.10	0.10	1		01/26/22 15:05		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-66 (0.5-2) **Lab ID: 35692487012** Collected: 01/24/22 13:27 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.32 I**	mg/kg	0.54	0.27	1	01/26/22 01:58	01/28/22 12:53	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**11.4**	%	0.10	0.10	1		01/26/22 15:05		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-17 (0-0.5) **Lab ID: 35692487013** Collected: 01/24/22 11:10 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**3.1**	mg/kg	0.56	0.28	1	01/26/22 01:58	01/28/22 12:57	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**12.3**	%	0.10	0.10	1		01/26/22 15:05		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-17 (0.5-2) **Lab ID: 35692487014** Collected: 01/24/22 11:13 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.29 U**	mg/kg	0.57	0.29	1	01/26/22 01:58	01/28/22 13:01	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**12.7**	%	0.10	0.10	1		01/26/22 15:05		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-17 (2-4) **Lab ID: 35692487015** Collected: 01/24/22 11:15 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**11.7**	%	0.10	0.10	1		01/26/22 15:05		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-19 (0-0.5) **Lab ID: 35692487016** Collected: 01/24/22 11:30 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**1.8**	mg/kg	0.51	0.26	1	01/26/22 01:58	01/31/22 10:30	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**12.3**	%	0.10	0.10	1		01/26/22 15:05		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-19 (0.5-2) **Lab ID: 35692487017** Collected: 01/24/22 11:32 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.32 U**	mg/kg	0.65	0.32	1	01/26/22 01:58	01/31/22 10:34	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**13.3**	%	0.10	0.10	1		01/26/22 15:05		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-19 (2-4) **Lab ID: 35692487018** Collected: 01/24/22 11:35 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**15.4**	%	0.10	0.10	1		01/26/22 15:05		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-64 (0-0.5) **Lab ID: 35692487019** Collected: 01/24/22 11:40 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.33 U**	mg/kg	0.66	0.33	1	01/26/22 01:04	01/26/22 13:27	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**13.2**	%	0.10	0.10	1		01/26/22 15:06		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-64 (0.5-2) **Lab ID: 35692487020** Collected: 01/24/22 11:43 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.30 U**	mg/kg	0.61	0.30	1	01/26/22 01:04	01/26/22 13:49	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**17.2**	%	0.10	0.10	1		01/26/22 15:06		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-64 (2-4) **Lab ID: 35692487021** Collected: 01/24/22 11:45 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**13.3**	%	0.10	0.10	1		01/26/22 15:06		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-22 (0-0.5) **Lab ID: 35692487022** Collected: 01/24/22 11:55 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.77**	mg/kg	0.57	0.28	1	01/26/22 01:04	01/26/22 13:53	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**14.1**	%	0.10	0.10	1		01/26/22 15:06		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-22 (0.5-2) **Lab ID: 35692487023** Collected: 01/24/22 11:58 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.30 I**	mg/kg	0.53	0.26	1	01/26/22 01:04	01/26/22 13:57	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**18.0**	%	0.10	0.10	1		01/26/22 15:06		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-22 (2-4) **Lab ID: 35692487024** Collected: 01/24/22 12:00 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**22.4**	%	0.10	0.10	1		01/26/22 15:06		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-14 (0-0.5) **Lab ID: 35692487025** Collected: 01/24/22 10:00 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**5.4**	mg/kg	0.60	0.30	1	01/26/22 01:04	01/26/22 14:01	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**9.6**	%	0.10	0.10	1		01/26/22 15:06		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-14 (0.5-2) **Lab ID: 35692487026** Collected: 01/24/22 10:02 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.60**	mg/kg	0.54	0.27	1	01/26/22 01:04	01/26/22 14:04	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**8.8**	%	0.10	0.10	1		01/26/22 15:06		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-14 (2-4) **Lab ID: 35692487027** Collected: 01/24/22 10:05 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**11.4**	%	0.10	0.10	1		01/26/22 15:06		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-13 (0-0.5) **Lab ID: 35692487028** Collected: 01/24/22 10:15 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**5.9**	mg/kg	0.51	0.25	1	01/26/22 01:04	01/26/22 14:08	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**9.4**	%	0.10	0.10	1		01/26/22 15:06		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-13 (0.5-2) **Lab ID: 35692487029** Collected: 01/24/22 10:18 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.43 I**	mg/kg	0.63	0.32	1	01/26/22 01:04	01/26/22 14:12	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**9.5**	%	0.10	0.10	1		01/26/22 15:06		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-13 (2-4) **Lab ID: 35692487030** Collected: 01/24/22 10:20 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**6.8**	%	0.10	0.10	1		01/26/22 15:06		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-14 (4-6) **Lab ID: 35692487031** Collected: 01/24/22 10:08 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**11.8**	%	0.10	0.10	1		01/27/22 09:16		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-13 (4-5) **Lab ID: 35692487032** Collected: 01/24/22 10:35 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**11.1**	%	0.10	0.10	1		01/27/22 09:16		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-63 (0-0.5) **Lab ID: 35692487033** Collected: 01/24/22 10:55 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**2.4**	mg/kg	0.53	0.26	1	01/26/22 01:04	01/26/22 14:16	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**16.0**	%	0.10	0.10	1		01/27/22 09:16		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-63 (0.5-2) **Lab ID: 35692487034** Collected: 01/24/22 10:58 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.58**	mg/kg	0.48	0.24	1	01/26/22 01:04	01/26/22 14:19	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**8.8**	%	0.10	0.10	1		01/27/22 09:16		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-63 (2-4) **Lab ID: 35692487035** Collected: 01/24/22 11:00 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**10.4**	%	0.10	0.10	1		01/27/22 09:16		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-66 (2-4) **Lab ID: 35692487036** Collected: 01/24/22 13:30 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**12.1**	%	0.10	0.10	1		01/27/22 09:16		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-18 (0-0.5) **Lab ID: 35692487037** Collected: 01/24/22 13:35 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**1.6**	mg/kg	0.54	0.27	1	01/26/22 01:04	01/26/22 14:23	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**11.8**	%	0.10	0.10	1		01/27/22 09:16		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-18 (0.5-2) **Lab ID: 35692487038** Collected: 01/24/22 13:37 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.27 U**	mg/kg	0.55	0.27	1	01/26/22 01:04	01/26/22 14:34	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**17.5**	%	0.10	0.10	1		01/27/22 09:16		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-18 (2-4) **Lab ID: 35692487039** Collected: 01/24/22 13:40 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**13.6**	%	0.10	0.10	1		01/27/22 09:17		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-67 (0-0.5) **Lab ID: 35692487040** Collected: 01/24/22 13:45 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**2.8**	mg/kg	0.57	0.28	1	01/26/22 01:04	01/26/22 14:38	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**12.5**	%	0.10	0.10	1		01/27/22 09:17		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-67 (0.5-2) **Lab ID: 35692487041** Collected: 01/24/22 13:47 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.26 U**	mg/kg	0.52	0.26	1	01/26/22 01:04	01/26/22 16:26	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**14.0**	%	0.10	0.10	1		01/27/22 12:30		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-67 (2-4) **Lab ID: 35692487042** Collected: 01/24/22 13:50 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**12.5**	%	0.10	0.10	1		01/27/22 12:30		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-16 (0-0.5) **Lab ID: 35692487043** Collected: 01/24/22 14:10 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**1.9**	mg/kg	0.53	0.27	1	01/26/22 01:04	01/26/22 16:29	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**19.6**	%	0.10	0.10	1		01/27/22 12:30		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-16 (0.5-2) **Lab ID: 35692487044** Collected: 01/24/22 14:12 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.34 I**	mg/kg	0.61	0.30	1	01/26/22 01:04	01/26/22 16:33	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**18.9**	%	0.10	0.10	1		01/27/22 12:30		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-16 (2-4) **Lab ID: 35692487045** Collected: 01/24/22 14:15 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**11.4**	%	0.10	0.10	1		01/27/22 12:30		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-40 (0-0.5) **Lab ID: 35692487046** Collected: 01/25/22 09:00 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**1.7**	mg/kg	0.58	0.29	1	01/26/22 01:04	01/26/22 16:37	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**9.7**	%	0.10	0.10	1		01/27/22 12:30		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-40 (0.5-2) **Lab ID: 35692487047** Collected: 01/25/22 09:02 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.40 I**	mg/kg	0.69	0.34	1	01/26/22 01:04	01/26/22 16:41	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**10.3**	%	0.10	0.10	1		01/27/22 12:30		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-40 (2-4) **Lab ID: 35692487048** Collected: 01/25/22 09:04 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**6.2**	%	0.10	0.10	1		01/27/22 12:30		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-40 (4-6) **Lab ID: 35692487049** Collected: 01/25/22 09:06 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**9.0**	%	0.10	0.10	1		01/27/22 12:30		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-39 (0-0.5) **Lab ID: 35692487050** Collected: 01/25/22 09:30 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.30 U**	mg/kg	0.61	0.30	1	01/26/22 01:04	01/26/22 16:44	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**11.0**	%	0.10	0.10	1		01/27/22 12:30		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-39 (0.5-2) **Lab ID: 35692487051** Collected: 01/25/22 09:32 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.28 U**	mg/kg	0.57	0.28	1	01/26/22 01:39	01/27/22 09:33	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**12.8**	%	0.10	0.10	1		01/27/22 12:30		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-39 (2-4) **Lab ID: 35692487052** Collected: 01/25/22 09:35 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**9.9**	%	0.10	0.10	1		01/27/22 12:30		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-39 (4-6) **Lab ID: 35692487053** Collected: 01/25/22 09:38 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**11.3**	%	0.10	0.10	1		01/27/22 12:30		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-38 (0-0.5) **Lab ID: 35692487054** Collected: 01/25/22 10:00 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.23 U**	mg/kg	0.47	0.23	1	01/26/22 01:39	01/27/22 10:04	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**3.6**	%	0.10	0.10	1		01/27/22 12:30		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-38 (0.5-2) **Lab ID: 35692487055** Collected: 01/25/22 10:02 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.26 U**	mg/kg	0.52	0.26	1	01/26/22 01:39	01/27/22 10:08	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**11.0**	%	0.10	0.10	1		01/27/22 12:30		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-38 (2-4) **Lab ID: 35692487056** Collected: 01/25/22 10:04 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**11.2**	%	0.10	0.10	1		01/27/22 12:31		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-38 (4-6) **Lab ID: 35692487057** Collected: 01/25/22 10:06 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**16.2**	%	0.10	0.10	1		01/27/22 12:31		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-62 (0-0.5) **Lab ID: 35692487058** Collected: 01/25/22 10:30 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Chlorinated Herb. (GC) 8151	Analytical Method: EPA 8151 Preparation Method: 8151A Pace National - Mt. Juliet								
2,4-D	**0.00858 U**	mg/kg	0.0856	0.00858	1	02/08/22 07:42	02/09/22 16:22	94-75-7	
Dalapon	**0.0138 U**	mg/kg	0.0856	0.0138	1	02/08/22 07:42	02/09/22 16:22	75-99-0	
2,4-DB	**0.0363 U**	mg/kg	0.0856	0.0363	1	02/08/22 07:42	02/09/22 16:22	94-82-6	
Dicamba	**0.0192 U**	mg/kg	0.0856	0.0192	1	02/08/22 07:42	02/09/22 16:22	1918-00-9	
Dichloroprop	**0.0300 U**	mg/kg	0.0856	0.0300	1	02/08/22 07:42	02/09/22 16:22	15165-67-0	
Dinoseb	**0.00852 U**	mg/kg	0.0856	0.00852	1	02/08/22 07:42	02/09/22 16:22	88-85-7	
MCPA	**0.542 U**	mg/kg	7.95	0.542	1	02/08/22 07:42	02/09/22 16:22	94-74-6	
MCPP	**0.449 U**	mg/kg	7.95	0.449	1	02/08/22 07:42	02/09/22 16:22	7085-19-0	
2,4,5-T	**0.0104 U**	mg/kg	0.0856	0.0104	1	02/08/22 07:42	02/09/22 16:22	93-76-5	
2,4,5-TP (Silvex)	**0.0131 U**	mg/kg	0.0856	0.0131	1	02/08/22 07:42	02/09/22 16:22	93-72-1	
Surrogates									
2,4-DCAA (S)	44.1	%	22.0-132		1	02/08/22 07:42	02/09/22 16:22	19719-28-9	
8081 GCS Pesticides	Analytical Method: EPA 8081 Preparation Method: EPA 3546 Pace Analytical Services - Ormond Beach								
Aldrin	**0.00020 U**	mg/kg	0.0020	0.00020	1	01/27/22 04:30	01/30/22 23:27	309-00-2	
alpha-BHC	**0.000055 U**	mg/kg	0.0020	0.000055	1	01/27/22 04:30	01/30/22 23:27	319-84-6	
beta-BHC	**0.00024 U**	mg/kg	0.0020	0.00024	1	01/27/22 04:30	01/30/22 23:27	319-85-7	
delta-BHC	**0.00010 U**	mg/kg	0.0020	0.00010	1	01/27/22 04:30	01/30/22 23:27	319-86-8	
gamma-BHC (Lindane)	**0.000058 U**	mg/kg	0.0020	0.000058	1	01/27/22 04:30	01/30/22 23:27	58-89-9	
Chlordane (Technical)	**0.0061 U**	mg/kg	0.020	0.0061	1	01/27/22 04:30	01/30/22 23:27	57-74-9	
4,4'-DDD	**0.000091 U**	mg/kg	0.0020	0.000091	1	01/27/22 04:30	01/30/22 23:27	72-54-8	
4,4'-DDE	**0.00019 I**	mg/kg	0.0020	0.000080	1	01/27/22 04:30	01/30/22 23:27	72-55-9	
4,4'-DDT	**0.00011 U**	mg/kg	0.0020	0.00011	1	01/27/22 04:30	01/30/22 23:27	50-29-3	
Dieldrin	**0.000078 U**	mg/kg	0.0020	0.000078	1	01/27/22 04:30	01/30/22 23:27	60-57-1	
Endosulfan I	**0.00023 U**	mg/kg	0.0020	0.00023	1	01/27/22 04:30	01/30/22 23:27	959-98-8	
Endosulfan II	**0.00087 I**	mg/kg	0.0020	0.000091	1	01/27/22 04:30	01/30/22 23:27	33213-65-9	
Endosulfan sulfate	**0.000080 U**	mg/kg	0.0020	0.000080	1	01/27/22 04:30	01/30/22 23:27	1031-07-8	
Endrin	**0.00010 U**	mg/kg	0.0020	0.00010	1	01/27/22 04:30	01/30/22 23:27	72-20-8	
Endrin aldehyde	**0.00030 U**	mg/kg	0.0041	0.00030	1	01/27/22 04:30	01/30/22 23:27	7421-93-4	
Endrin ketone	**0.000094 U**	mg/kg	0.0020	0.000094	1	01/27/22 04:30	01/30/22 23:27	53494-70-5	
Heptachlor	**0.00021 U**	mg/kg	0.0020	0.00021	1	01/27/22 04:30	01/30/22 23:27	76-44-8	
Heptachlor epoxide	**0.000087 U**	mg/kg	0.0020	0.000087	1	01/27/22 04:30	01/30/22 23:27	1024-57-3	
Methoxychlor	**0.00030 U**	mg/kg	0.0020	0.00030	1	01/27/22 04:30	01/30/22 23:27	72-43-5	
Toxaphene	**0.0088 U**	mg/kg	0.020	0.0088	1	01/27/22 04:30	01/30/22 23:27	8001-35-2	
Surrogates									
Tetrachloro-m-xylene (S)	101	%	53-140		1	01/27/22 04:30	01/30/22 23:27	877-09-8	
Decachlorobiphenyl (S)	128	%	43-157		1	01/27/22 04:30	01/30/22 23:27	2051-24-3	

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-62 (0-0.5) **Lab ID: 35692487058** Collected: 01/25/22 10:30 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.83**	mg/kg	0.63	0.32	1	01/26/22 01:39	01/27/22 10:12	7440-38-2	
Barium	**3.5**	mg/kg	0.63	0.11	1	01/26/22 01:39	01/27/22 10:12	7440-39-3	
Cadmium	**0.032 U**	mg/kg	0.063	0.032	1	01/26/22 01:39	01/27/22 10:12	7440-43-9	
Chromium	**1.2**	mg/kg	0.32	0.16	1	01/26/22 01:39	01/27/22 10:12	7440-47-3	
Lead	**3.3**	mg/kg	0.63	0.32	1	01/26/22 01:39	01/27/22 10:12	7439-92-1	
Selenium	**0.48 U**	mg/kg	0.95	0.48	1	01/26/22 01:39	01/27/22 10:12	7782-49-2	
Silver	**0.070 U**	mg/kg	0.32	0.070	1	01/26/22 01:39	01/27/22 10:12	7440-22-4	
7471 Mercury	Analytical Method: EPA 7471 Preparation Method: EPA 7471 Pace Analytical Services - Ormond Beach								
Mercury	**0.016**	mg/kg	0.010	0.0051	1	01/26/22 12:09	01/27/22 11:39	7439-97-6	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**17.4**	%	0.10	0.10	1		01/27/22 12:31		
Total Solids 2540 G-2011	Analytical Method: SM 2540G Preparation Method: SM 2540 G Pace National - Mt. Juliet								
Total Solids	**81.8**	%			1	01/28/22 19:02	01/28/22 19:11		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-62 (0.5-2) **Lab ID: 35692487059** Collected: 01/25/22 10:32 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.32 U**	mg/kg	0.64	0.32	1	01/26/22 01:39	01/27/22 10:15	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**14.0**	%	0.10	0.10	1		01/27/22 12:31		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-61 (0-0.5) **Lab ID: 35692487060** Collected: 01/24/22 10:44 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.38 I**	mg/kg	0.48	0.24	1	01/26/22 01:39	01/27/22 10:27	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**4.5**	%	0.10	0.10	1		01/27/22 12:31		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-61 (0.5-2) **Lab ID: 35692487061** Collected: 01/24/22 10:45 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.30 U**	mg/kg	0.60	0.30	1	01/26/22 01:39	01/27/22 10:30	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**9.0**	%	0.10	0.10	1		01/27/22 12:31		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-61 (2-4) **Lab ID: 35692487062** Collected: 01/24/22 10:46 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**10.4**	%	0.10	0.10	1		01/27/22 12:31		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-8 (0-0.5) **Lab ID: 35692487063** Collected: 01/24/22 14:09 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.32 I**	mg/kg	0.49	0.25	1	01/26/22 01:39	01/27/22 10:34	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**5.5**	%	0.10	0.10	1		01/27/22 12:31		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-8 (0.5-2) **Lab ID: 35692487064** Collected: 01/24/22 14:10 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.32 U**	mg/kg	0.64	0.32	1	01/26/22 01:39	01/27/22 10:38	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**7.2**	%	0.10	0.10	1		01/27/22 12:31		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-8 (2-4) **Lab ID: 35692487065** Collected: 01/24/22 14:11 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**10.4**	%	0.10	0.10	1		01/27/22 12:31		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-4 (0-0.5) **Lab ID: 35692487066** Collected: 01/24/22 14:40 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.29 U**	mg/kg	0.58	0.29	1	01/26/22 01:39	01/27/22 10:42	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**5.5**	%	0.10	0.10	1		01/27/22 12:31		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-4 (0.5-2) **Lab ID: 35692487067** Collected: 01/24/22 14:41 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.33 U**	mg/kg	0.66	0.33	1	01/26/22 01:39	01/27/22 10:45	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**9.3**	%	0.10	0.10	1		01/27/22 12:31		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-4 (2-4) **Lab ID: 35692487068** Collected: 01/24/22 14:42 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**20.5**	%	0.10	0.10	1		01/27/22 12:31		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-37 (0-0.5) **Lab ID: 35692487069** Collected: 01/24/22 15:13 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.23 U**	mg/kg	0.45	0.23	1	01/26/22 01:39	01/27/22 10:49	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**2.3**	%	0.10	0.10	1		01/27/22 12:31		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-37 (0.5-2) **Lab ID: 35692487070** Collected: 01/24/22 15:14 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.26 U**	mg/kg	0.52	0.26	1	01/26/22 01:39	01/27/22 10:53	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**15.7**	%	0.10	0.10	1		01/27/22 12:32		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-37 (2-4) **Lab ID: 35692487071** Collected: 01/24/22 15:15 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**12.1**	%	0.10	0.10	1		01/27/22 12:32		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-15 (0-0.5) **Lab ID: 35692487072** Collected: 01/25/22 09:05 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Chlorinated Herb. (GC) 8151	Analytical Method: EPA 8151 Preparation Method: 8151A Pace National - Mt. Juliet								
2,4-D	**0.00798 U**	mg/kg	0.0796	0.00798	1	02/08/22 07:42	02/09/22 16:37	94-75-7	
Dalapon	**0.0129 U**	mg/kg	0.0796	0.0129	1	02/08/22 07:42	02/09/22 16:37	75-99-0	
2,4-DB	**0.0338 U**	mg/kg	0.0796	0.0338	1	02/08/22 07:42	02/09/22 16:37	94-82-6	
Dicamba	**0.0179 U**	mg/kg	0.0796	0.0179	1	02/08/22 07:42	02/09/22 16:37	1918-00-9	
Dichloroprop	**0.0279 U**	mg/kg	0.0796	0.0279	1	02/08/22 07:42	02/09/22 16:37	15165-67-0	
Dinoseb	**0.00793 U**	mg/kg	0.0796	0.00793	1	02/08/22 07:42	02/09/22 16:37	88-85-7	
MCPA	**0.504 U**	mg/kg	7.39	0.504	1	02/08/22 07:42	02/09/22 16:37	94-74-6	
MCPP	**0.417 U**	mg/kg	7.39	0.417	1	02/08/22 07:42	02/09/22 16:37	7085-19-0	
2,4,5-T	**0.00969 U**	mg/kg	0.0796	0.00969	1	02/08/22 07:42	02/09/22 16:37	93-76-5	
2,4,5-TP (Silvex)	**0.0122 U**	mg/kg	0.0796	0.0122	1	02/08/22 07:42	02/09/22 16:37	93-72-1	
Surrogates									
2,4-DCAA (S)	61.1	%	22.0-132		1	02/08/22 07:42	02/09/22 16:37	19719-28-9	
8081 GCS Pesticides	Analytical Method: EPA 8081 Preparation Method: EPA 3546 Pace Analytical Services - Ormond Beach								
Aldrin	**0.00019 U**	mg/kg	0.0019	0.00019	1	01/27/22 04:30	01/30/22 23:41	309-00-2	
alpha-BHC	**0.000051 U**	mg/kg	0.0019	0.000051	1	01/27/22 04:30	01/30/22 23:41	319-84-6	
beta-BHC	**0.00022 U**	mg/kg	0.0019	0.00022	1	01/27/22 04:30	01/30/22 23:41	319-85-7	
delta-BHC	**0.000096 U**	mg/kg	0.0019	0.000096	1	01/27/22 04:30	01/30/22 23:41	319-86-8	
gamma-BHC (Lindane)	**0.000054 U**	mg/kg	0.0019	0.000054	1	01/27/22 04:30	01/30/22 23:41	58-89-9	
Chlordane (Technical)	**0.0056 U**	mg/kg	0.019	0.0056	1	01/27/22 04:30	01/30/22 23:41	57-74-9	
4,4'-DDD	**0.000084 U**	mg/kg	0.0019	0.000084	1	01/27/22 04:30	01/30/22 23:41	72-54-8	
4,4'-DDE	**0.000074 U**	mg/kg	0.0019	0.000074	1	01/27/22 04:30	01/30/22 23:41	72-55-9	
4,4'-DDT	**0.00010 U**	mg/kg	0.0019	0.00010	1	01/27/22 04:30	01/30/22 23:41	50-29-3	
Dieldrin	**0.000071 U**	mg/kg	0.0019	0.000071	1	01/27/22 04:30	01/30/22 23:41	60-57-1	
Endosulfan I	**0.00021 U**	mg/kg	0.0019	0.00021	1	01/27/22 04:30	01/30/22 23:41	959-98-8	
Endosulfan II	**0.000084 U**	mg/kg	0.0019	0.000084	1	01/27/22 04:30	01/30/22 23:41	33213-65-9	
Endosulfan sulfate	**0.000074 U**	mg/kg	0.0019	0.000074	1	01/27/22 04:30	01/30/22 23:41	1031-07-8	
Endrin	**0.000093 U**	mg/kg	0.0019	0.000093	1	01/27/22 04:30	01/30/22 23:41	72-20-8	
Endrin aldehyde	**0.00027 U**	mg/kg	0.0037	0.00027	1	01/27/22 04:30	01/30/22 23:41	7421-93-4	
Endrin ketone	**0.000087 U**	mg/kg	0.0019	0.000087	1	01/27/22 04:30	01/30/22 23:41	53494-70-5	
Heptachlor	**0.00020 U**	mg/kg	0.0019	0.00020	1	01/27/22 04:30	01/30/22 23:41	76-44-8	
Heptachlor epoxide	**0.000080 U**	mg/kg	0.0019	0.000080	1	01/27/22 04:30	01/30/22 23:41	1024-57-3	
Methoxychlor	**0.00027 U**	mg/kg	0.0019	0.00027	1	01/27/22 04:30	01/30/22 23:41	72-43-5	
Toxaphene	**0.0081 U**	mg/kg	0.019	0.0081	1	01/27/22 04:30	01/30/22 23:41	8001-35-2	
Surrogates									
Tetrachloro-m-xylene (S)	106	%	53-140		1	01/27/22 04:30	01/30/22 23:41	877-09-8	

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-15 (0-0.5) **Lab ID: 35692487072** Collected: 01/25/22 09:05 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8081 GCS Pesticides	Analytical Method: EPA 8081 Preparation Method: EPA 3546 Pace Analytical Services - Ormond Beach								
Surrogates									
Decachlorobiphenyl (S)	121	%	43-157		1	01/27/22 04:30	01/30/22 23:41	2051-24-3	
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.26 U**	mg/kg	0.51	0.26	1	01/26/22 01:39	01/27/22 10:57	7440-38-2	
Barium	**3.0**	mg/kg	0.51	0.086	1	01/26/22 01:39	01/27/22 10:57	7440-39-3	
Cadmium	**0.026 U**	mg/kg	0.051	0.026	1	01/26/22 01:39	01/27/22 10:57	7440-43-9	
Chromium	**3.4**	mg/kg	0.26	0.13	1	01/26/22 01:39	01/27/22 10:57	7440-47-3	
Lead	**2.6**	mg/kg	0.51	0.26	1	01/26/22 01:39	01/27/22 10:57	7439-92-1	
Selenium	**0.39 U**	mg/kg	0.77	0.39	1	01/26/22 01:39	01/27/22 10:57	7782-49-2	
Silver	**0.057 U**	mg/kg	0.26	0.057	1	01/26/22 01:39	01/27/22 10:57	7440-22-4	
7471 Mercury	Analytical Method: EPA 7471 Preparation Method: EPA 7471 Pace Analytical Services - Ormond Beach								
Mercury	**0.0067 I**	mg/kg	0.0090	0.0045	1	01/26/22 12:09	01/27/22 11:41	7439-97-6	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**9.9**	%	0.10	0.10	1		01/27/22 11:25		
Total Solids 2540 G-2011	Analytical Method: SM 2540G Preparation Method: SM 2540 G Pace National - Mt. Juliet								
Total Solids	**87.9**	%			1	01/28/22 19:02	01/28/22 19:11		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-15 (0.5-2) **Lab ID: 35692487073** Collected: 01/25/22 09:06 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.25 U**	mg/kg	0.51	0.25	1	01/26/22 01:39	01/27/22 11:00	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**11.4**	%	0.10	0.10	1		01/27/22 12:32		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-15 (2-4) **Lab ID: 35692487074** Collected: 01/25/22 09:07 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**11.6**	%	0.10	0.10	1		01/27/22 12:32		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-20 (0-0.5) **Lab ID: 35692487075** Collected: 01/25/22 09:57 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**1.6**	mg/kg	0.58	0.29	1	01/26/22 01:39	01/27/22 11:12	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**10.8**	%	0.10	0.10	1		01/27/22 12:32		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-20 (0.5-2) **Lab ID: 35692487076** Collected: 01/25/22 09:58 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.27 U**	mg/kg	0.54	0.27	1	01/26/22 01:39	01/27/22 11:16	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**10.1**	%	0.10	0.10	1		01/27/22 12:32		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-20 (2-4) **Lab ID: 35692487077** Collected: 01/25/22 09:59 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**10.2**	%	0.10	0.10	1		01/27/22 12:32		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-20 (4-6) **Lab ID: 35692487078** Collected: 01/25/22 10:00 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**11.5**	%	0.10	0.10	1		01/27/22 12:32		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-29 (0-0.5) **Lab ID: 35692487079** Collected: 01/25/22 11:21 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Chlorinated Herb. (GC) 8151	Analytical Method: EPA 8151 Preparation Method: 8151A Pace National - Mt. Juliet								
2,4-D	**0.00848 U**	mg/kg	0.0845	0.00848	1	02/08/22 07:42	02/09/22 16:51	94-75-7	
Dalapon	**0.0136 U**	mg/kg	0.0845	0.0136	1	02/08/22 07:42	02/09/22 16:51	75-99-0	
2,4-DB	**0.0359 U**	mg/kg	0.0845	0.0359	1	02/08/22 07:42	02/09/22 16:51	94-82-6	
Dicamba	**0.0190 U**	mg/kg	0.0845	0.0190	1	02/08/22 07:42	02/09/22 16:51	1918-00-9	
Dichloroprop	**0.0296 U**	mg/kg	0.0845	0.0296	1	02/08/22 07:42	02/09/22 16:51	15165-67-0	
Dinoseb	**0.00842 U**	mg/kg	0.0845	0.00842	1	02/08/22 07:42	02/09/22 16:51	88-85-7	
MCPA	**0.535 U**	mg/kg	7.85	0.535	1	02/08/22 07:42	02/09/22 16:51	94-74-6	
MCPP	**0.443 U**	mg/kg	7.85	0.443	1	02/08/22 07:42	02/09/22 16:51	7085-19-0	
2,4,5-T	**0.0103 U**	mg/kg	0.0845	0.0103	1	02/08/22 07:42	02/09/22 16:51	93-76-5	
2,4,5-TP (Silvex)	**0.0129 U**	mg/kg	0.0845	0.0129	1	02/08/22 07:42	02/09/22 16:51	93-72-1	
Surrogates									
2,4-DCAA (S)	60.2	%	22.0-132		1	02/08/22 07:42	02/09/22 16:51	19719-28-9	
8081 GCS Pesticides	Analytical Method: EPA 8081 Preparation Method: EPA 3546 Pace Analytical Services - Ormond Beach								
Aldrin	**0.00017 U**	mg/kg	0.0017	0.00017	1	01/27/22 04:30	01/30/22 23:54	309-00-2	
alpha-BHC	**0.000047 U**	mg/kg	0.0017	0.000047	1	01/27/22 04:30	01/30/22 23:54	319-84-6	
beta-BHC	**0.00021 U**	mg/kg	0.0017	0.00021	1	01/27/22 04:30	01/30/22 23:54	319-85-7	
delta-BHC	**0.000089 U**	mg/kg	0.0017	0.000089	1	01/27/22 04:30	01/30/22 23:54	319-86-8	
gamma-BHC (Lindane)	**0.000050 U**	mg/kg	0.0017	0.000050	1	01/27/22 04:30	01/30/22 23:54	58-89-9	
Chlordane (Technical)	**0.0052 U**	mg/kg	0.017	0.0052	1	01/27/22 04:30	01/30/22 23:54	57-74-9	
4,4'-DDD	**0.000078 U**	mg/kg	0.0017	0.000078	1	01/27/22 04:30	01/30/22 23:54	72-54-8	
4,4'-DDE	**0.000068 U**	mg/kg	0.0017	0.000068	1	01/27/22 04:30	01/30/22 23:54	72-55-9	
4,4'-DDT	**0.000096 U**	mg/kg	0.0017	0.000096	1	01/27/22 04:30	01/30/22 23:54	50-29-3	
Dieldrin	**0.000066 U**	mg/kg	0.0017	0.000066	1	01/27/22 04:30	01/30/22 23:54	60-57-1	
Endosulfan I	**0.00019 U**	mg/kg	0.0017	0.00019	1	01/27/22 04:30	01/30/22 23:54	959-98-8	
Endosulfan II	**0.000078 U**	mg/kg	0.0017	0.000078	1	01/27/22 04:30	01/30/22 23:54	33213-65-9	
Endosulfan sulfate	**0.000068 U**	mg/kg	0.0017	0.000068	1	01/27/22 04:30	01/30/22 23:54	1031-07-8	
Endrin	**0.000087 U**	mg/kg	0.0017	0.000087	1	01/27/22 04:30	01/30/22 23:54	72-20-8	
Endrin aldehyde	**0.00026 U**	mg/kg	0.0035	0.00026	1	01/27/22 04:30	01/30/22 23:54	7421-93-4	
Endrin ketone	**0.000081 U**	mg/kg	0.0017	0.000081	1	01/27/22 04:30	01/30/22 23:54	53494-70-5	
Heptachlor	**0.00018 U**	mg/kg	0.0017	0.00018	1	01/27/22 04:30	01/30/22 23:54	76-44-8	
Heptachlor epoxide	**0.000075 U**	mg/kg	0.0017	0.000075	1	01/27/22 04:30	01/30/22 23:54	1024-57-3	
Methoxychlor	**0.00026 U**	mg/kg	0.0017	0.00026	1	01/27/22 04:30	01/30/22 23:54	72-43-5	
Toxaphene	**0.0075 U**	mg/kg	0.017	0.0075	1	01/27/22 04:30	01/30/22 23:54	8001-35-2	

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-29 (0-0.5) **Lab ID: 35692487079** Collected: 01/25/22 11:21 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8081 GCS Pesticides	Analytical Method: EPA 8081 Preparation Method: EPA 3546 Pace Analytical Services - Ormond Beach								
Surrogates									
Tetrachloro-m-xylene (S)	112	%	53-140		1	01/27/22 04:30	01/30/22 23:54	877-09-8	
Decachlorobiphenyl (S)	138	%	43-157		1	01/27/22 04:30	01/30/22 23:54	2051-24-3	
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.23 U**	mg/kg	0.46	0.23	1	01/26/22 01:39	01/27/22 11:19	7440-38-2	
Barium	**1.2**	mg/kg	0.46	0.077	1	01/26/22 01:39	01/27/22 11:19	7440-39-3	
Cadmium	**0.023 U**	mg/kg	0.046	0.023	1	01/26/22 01:39	01/27/22 11:19	7440-43-9	
Chromium	**1.3**	mg/kg	0.23	0.12	1	01/26/22 01:39	01/27/22 11:19	7440-47-3	
Lead	**0.93**	mg/kg	0.46	0.23	1	01/26/22 01:39	01/27/22 11:19	7439-92-1	
Selenium	**0.35 U**	mg/kg	0.69	0.35	1	01/26/22 01:39	01/27/22 11:19	7782-49-2	
Silver	**0.051 U**	mg/kg	0.23	0.051	1	01/26/22 01:39	01/27/22 11:19	7440-22-4	
7471 Mercury	Analytical Method: EPA 7471 Preparation Method: EPA 7471 Pace Analytical Services - Ormond Beach								
Mercury	**0.0044 U**	mg/kg	0.0087	0.0044	1	01/26/22 12:09	01/27/22 11:43	7439-97-6	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**2.5**	%	0.10	0.10	1		01/27/22 11:25		
Total Solids 2540 G-2011	Analytical Method: SM 2540G Preparation Method: SM 2540 G Pace National - Mt. Juliet								
Total Solids	**82.8**	%			1	01/28/22 19:02	01/28/22 19:11		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-29 (0.5-2) **Lab ID: 35692487080** Collected: 01/25/22 11:22 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.27 U**	mg/kg	0.54	0.27	1	01/26/22 01:39	01/27/22 11:23	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**9.4**	%	0.10	0.10	1		01/27/22 13:12		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-29 (2-4) **Lab ID: 35692487081** Collected: 01/25/22 11:23 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**8.2**	%	0.10	0.10	1		01/27/22 13:13		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-29 (4-6) **Lab ID: 35692487082** Collected: 01/25/22 11:24 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**14.7**	%	0.10	0.10	1		01/27/22 13:13		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-42 (0-0.5) **Lab ID: 35692487083** Collected: 01/25/22 12:55 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Chlorinated Herb. (GC) 8151	Analytical Method: EPA 8151 Preparation Method: 8151A Pace National - Mt. Juliet								
2,4-D	**0.00734 U**	mg/kg	0.0732	0.00734	1	02/08/22 07:42	02/09/22 17:06	94-75-7	
Dalapon	**0.0118 U**	mg/kg	0.0732	0.0118	1	02/08/22 07:42	02/09/22 17:06	75-99-0	
2,4-DB	**0.0310 U**	mg/kg	0.0732	0.0310	1	02/08/22 07:42	02/09/22 17:06	94-82-6	
Dicamba	**0.0164 U**	mg/kg	0.0732	0.0164	1	02/08/22 07:42	02/09/22 17:06	1918-00-9	
Dichloroprop	**0.0256 U**	mg/kg	0.0732	0.0256	1	02/08/22 07:42	02/09/22 17:06	15165-67-0	
Dinoseb	**0.00729 U**	mg/kg	0.0732	0.00729	1	02/08/22 07:42	02/09/22 17:06	88-85-7	
MCPA	**0.463 U**	mg/kg	6.79	0.463	1	02/08/22 07:42	02/09/22 17:06	94-74-6	
MCPP	**0.384 U**	mg/kg	6.79	0.384	1	02/08/22 07:42	02/09/22 17:06	7085-19-0	
2,4,5-T	**0.00891 U**	mg/kg	0.0732	0.00891	1	02/08/22 07:42	02/09/22 17:06	93-76-5	
2,4,5-TP (Silvex)	**0.0112 U**	mg/kg	0.0732	0.0112	1	02/08/22 07:42	02/09/22 17:06	93-72-1	
Surrogates									
2,4-DCAA (S)	63.9	%	22.0-132		1	02/08/22 07:42	02/09/22 17:06	19719-28-9	
8081 GCS Pesticides	Analytical Method: EPA 8081 Preparation Method: EPA 3546 Pace Analytical Services - Ormond Beach								
Aldrin	**0.00017 U**	mg/kg	0.0017	0.00017	1	01/27/22 04:30	01/31/22 00:07	309-00-2	
alpha-BHC	**0.000047 U**	mg/kg	0.0017	0.000047	1	01/27/22 04:30	01/31/22 00:07	319-84-6	
beta-BHC	**0.00021 U**	mg/kg	0.0017	0.00021	1	01/27/22 04:30	01/31/22 00:07	319-85-7	
delta-BHC	**0.000089 U**	mg/kg	0.0017	0.000089	1	01/27/22 04:30	01/31/22 00:07	319-86-8	
gamma-BHC (Lindane)	**0.000050 U**	mg/kg	0.0017	0.000050	1	01/27/22 04:30	01/31/22 00:07	58-89-9	
Chlordane (Technical)	**0.0052 U**	mg/kg	0.017	0.0052	1	01/27/22 04:30	01/31/22 00:07	57-74-9	
4,4'-DDD	**0.000078 U**	mg/kg	0.0017	0.000078	1	01/27/22 04:30	01/31/22 00:07	72-54-8	
4,4'-DDE	**0.000068 U**	mg/kg	0.0017	0.000068	1	01/27/22 04:30	01/31/22 00:07	72-55-9	
4,4'-DDT	**0.000096 U**	mg/kg	0.0017	0.000096	1	01/27/22 04:30	01/31/22 00:07	50-29-3	
Dieldrin	**0.000066 U**	mg/kg	0.0017	0.000066	1	01/27/22 04:30	01/31/22 00:07	60-57-1	
Endosulfan I	**0.00019 U**	mg/kg	0.0017	0.00019	1	01/27/22 04:30	01/31/22 00:07	959-98-8	
Endosulfan II	**0.000078 U**	mg/kg	0.0017	0.000078	1	01/27/22 04:30	01/31/22 00:07	33213-65-9	
Endosulfan sulfate	**0.000068 U**	mg/kg	0.0017	0.000068	1	01/27/22 04:30	01/31/22 00:07	1031-07-8	
Endrin	**0.000087 U**	mg/kg	0.0017	0.000087	1	01/27/22 04:30	01/31/22 00:07	72-20-8	
Endrin aldehyde	**0.00026 U**	mg/kg	0.0035	0.00026	1	01/27/22 04:30	01/31/22 00:07	7421-93-4	
Endrin ketone	**0.000081 U**	mg/kg	0.0017	0.000081	1	01/27/22 04:30	01/31/22 00:07	53494-70-5	
Heptachlor	**0.00018 U**	mg/kg	0.0017	0.00018	1	01/27/22 04:30	01/31/22 00:07	76-44-8	
Heptachlor epoxide	**0.000075 U**	mg/kg	0.0017	0.000075	1	01/27/22 04:30	01/31/22 00:07	1024-57-3	
Methoxychlor	**0.00026 U**	mg/kg	0.0017	0.00026	1	01/27/22 04:30	01/31/22 00:07	72-43-5	
Toxaphene	**0.0075 U**	mg/kg	0.017	0.0075	1	01/27/22 04:30	01/31/22 00:07	8001-35-2	

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-42 (0-0.5) **Lab ID: 35692487083** Collected: 01/25/22 12:55 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8081 GCS Pesticides	Analytical Method: EPA 8081 Preparation Method: EPA 3546 Pace Analytical Services - Ormond Beach								
Surrogates									
Tetrachloro-m-xylene (S)	106	%	53-140		1	01/27/22 04:30	01/31/22 00:07	877-09-8	
Decachlorobiphenyl (S)	129	%	43-157		1	01/27/22 04:30	01/31/22 00:07	2051-24-3	
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.26 U**	mg/kg	0.53	0.26	1	01/26/22 01:39	01/27/22 11:27	7440-38-2	
Barium	**1.2**	mg/kg	0.53	0.088	1	01/26/22 01:39	01/27/22 11:27	7440-39-3	
Cadmium	**0.026 U**	mg/kg	0.053	0.026	1	01/26/22 01:39	01/27/22 11:27	7440-43-9	
Chromium	**0.97**	mg/kg	0.26	0.13	1	01/26/22 01:39	01/27/22 11:27	7440-47-3	
Lead	**0.42 I**	mg/kg	0.53	0.26	1	01/26/22 01:39	01/27/22 11:27	7439-92-1	
Selenium	**0.40 U**	mg/kg	0.79	0.40	1	01/26/22 01:39	01/27/22 11:27	7782-49-2	
Silver	**0.058 U**	mg/kg	0.26	0.058	1	01/26/22 01:39	01/27/22 11:27	7440-22-4	
7471 Mercury	Analytical Method: EPA 7471 Preparation Method: EPA 7471 Pace Analytical Services - Ormond Beach								
Mercury	**0.0049 U**	mg/kg	0.0099	0.0049	1	01/26/22 12:09	01/27/22 11:45	7439-97-6	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**3.0**	%	0.10	0.10	1		01/27/22 11:25		
Total Solids 2540 G-2011	Analytical Method: SM 2540G Preparation Method: SM 2540 G Pace National - Mt. Juliet								
Total Solids	**95.7**	%			1	01/28/22 19:02	01/28/22 19:11		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-42 (0.5-2) **Lab ID: 35692487084** Collected: 01/25/22 12:56 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.29 U**	mg/kg	0.57	0.29	1	01/26/22 02:37	01/27/22 17:22	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**12.7**	%	0.10	0.10	1		01/27/22 13:13		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-42 (2-4) **Lab ID: 35692487085** Collected: 01/25/22 12:57 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**12.1**	%	0.10	0.10	1		01/27/22 13:13		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-42 (4-6) **Lab ID: 35692487086** Collected: 01/25/22 12:58 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**10.7**	%	0.10	0.10	1		01/27/22 13:13		

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8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-43 (0-0.5) **Lab ID: 35692487087** Collected: 01/25/22 13:33 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.22 U**	mg/kg	0.44	0.22	1	01/26/22 02:37	01/27/22 17:26	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**2.2**	%	0.10	0.10	1		01/27/22 13:13		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-43 (0.5-2) **Lab ID: 35692487088** Collected: 01/25/22 13:34 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.27 U**	mg/kg	0.54	0.27	1	01/26/22 02:37	01/27/22 17:30	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**14.9**	%	0.10	0.10	1		01/27/22 11:25		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-43 (2-4) **Lab ID: 35692487089** Collected: 01/25/22 13:35 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**14.8**	%	0.10	0.10	1		01/27/22 11:25		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-44 (0-0.5) **Lab ID: 35692487090** Collected: 01/25/22 13:45 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.26 U**	mg/kg	0.53	0.26	1	01/26/22 02:37	01/27/22 17:33	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**19.5**	%	0.10	0.10	1		01/27/22 11:26		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-44 (0.5-2) **Lab ID: 35692487091** Collected: 01/25/22 13:46 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.35 U**	mg/kg	0.70	0.35	1	01/26/22 02:37	01/27/22 17:37	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**20.5**	%	0.10	0.10	1		01/27/22 11:26		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-44 (2-4) **Lab ID: 35692487092** Collected: 01/25/22 13:47 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**4.6**	%	0.10	0.10	1		01/27/22 11:26		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-45 (0-0.5) **Lab ID: 35692487093** Collected: 01/25/22 13:56 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.29 U**	mg/kg	0.59	0.29	1	01/26/22 02:37	01/27/22 17:49	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**12.7**	%	0.10	0.10	1		01/27/22 11:26		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-45 (0.5-2) **Lab ID: 35692487094** Collected: 01/25/22 13:57 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.25 U**	mg/kg	0.51	0.25	1	01/26/22 02:37	01/27/22 17:52	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**13.2**	%	0.10	0.10	1		01/27/22 11:26		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-45 (2-4) **Lab ID: 35692487095** Collected: 01/25/22 13:58 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**14.0**	%	0.10	0.10	1		01/27/22 11:26		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-50 (0-0.5) **Lab ID: 35692487096** Collected: 01/25/22 14:30 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.25 U**	mg/kg	0.50	0.25	1	01/26/22 02:37	01/27/22 17:56	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**3.8**	%	0.10	0.10	1		01/27/22 11:26		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-50 (0.5-2) **Lab ID: 35692487097** Collected: 01/25/22 14:31 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.26 U**	mg/kg	0.52	0.26	1	01/26/22 02:37	01/27/22 18:00	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**9.5**	%	0.10	0.10	1		01/27/22 11:26		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-50 (2-4) **Lab ID: 35692487098** Collected: 01/25/22 14:32 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**14.3**	%	0.10	0.10	1		01/27/22 11:26		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-51 (0-0.5) **Lab ID: 35692487099** Collected: 01/25/22 14:46 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.31 U**	mg/kg	0.61	0.31	1	01/26/22 02:37	01/27/22 18:04	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**6.4**	%	0.10	0.10	1		01/26/22 15:07		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-51 (0.5-2) **Lab ID: 35692487100** Collected: 01/25/22 14:47 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3050 Pace Analytical Services - Ormond Beach								
Arsenic	**0.27 U**	mg/kg	0.53	0.27	1	01/26/22 02:37	01/27/22 18:07	7440-38-2	
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**9.3**	%	0.10	0.10	1		01/26/22 15:07		

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Sample: SB-51 (2-4) **Lab ID: 35692487101** Collected: 01/25/22 14:48 Received: 01/25/22 15:40 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	**15.3**	%	0.10	0.10	1		01/26/22 15:07		

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

QC Batch: 1814298
QC Batch Method: 8151A
Analysis Method: EPA 8151
Analysis Description: Chlorinated Herb. (GC) 8151
Laboratory: Pace National - Mt. Juliet
Associated Lab Samples: 35692487058, 35692487072, 35692487079, 35692487083

METHOD BLANK: R3758813-1 Matrix: Solid
Associated Lab Samples: 35692487058, 35692487072, 35692487079, 35692487083

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
2,4-D	mg/kg	0.00702 U	0.0700	0.00702	02/09/22 13:55	
Dalapon	mg/kg	0.0113 U	0.0700	0.0113	02/09/22 13:55	
2,4-DB	mg/kg	0.0297 U	0.0700	0.0297	02/09/22 13:55	
Dicamba	mg/kg	0.0157 U	0.0700	0.0157	02/09/22 13:55	
Dichloroprop	mg/kg	0.0245 U	0.0700	0.0245	02/09/22 13:55	
Dinoseb	mg/kg	0.00697 U	0.0700	0.00697	02/09/22 13:55	
MCPA	mg/kg	0.443 U	6.50	0.443	02/09/22 13:55	
MCPP	mg/kg	0.367 U	6.50	0.367	02/09/22 13:55	
2,4,5-T	mg/kg	0.00852 U	0.0700	0.00852	02/09/22 13:55	
2,4,5-TP (Silvex)	mg/kg	0.0107 U	0.0700	0.0107	02/09/22 13:55	
2,4-DCAA (S)	%	56.1	22.0-132		02/09/22 13:55	

LABORATORY CONTROL SAMPLE: R3758813-2

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
2,4-D	mg/kg	0.167	0.127	76.0	40.0-120	
Dalapon	mg/kg	0.167	0.0903	54.1	15.0-120	
2,4-DB	mg/kg	0.167	0.118	70.7	25.0-143	
Dicamba	mg/kg	0.167	0.112	67.1	43.0-120	
Dichloroprop	mg/kg	0.167	0.128	76.6	32.0-129	
Dinoseb	mg/kg	0.167	0.0913	54.7	10.0-120	
MCPA	mg/kg	16.7	16.0	95.8	31.0-121	
MCPP	mg/kg	16.7	11.5	68.9	28.0-133	
2,4,5-T	mg/kg	0.167	0.116	69.5	41.0-120	
2,4,5-TP (Silvex)	mg/kg	0.167	0.112	67.1	42.0-120	
2,4-DCAA (S)	%			60.5	22.0-132	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: R3758813-3 R3758813-4

Parameter	Units	L1457828-01 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
2,4-D	mg/kg	ND	0.165	0.164	0.123	0.112	74.5	68.3	10.0-160	9.36	24	P9
Dalapon	mg/kg	ND	0.165	0.164	0.109	0.100	66.1	61.0	10.0-121	8.61	27	
2,4-DB	mg/kg	ND	0.165	0.164	0.104	0.113	63.0	68.9	10.0-160	8.29	22	
Dicamba	mg/kg	ND	0.165	0.164	0.110	0.105	66.7	64.0	10.0-154	4.65	21	
Dichloroprop	mg/kg	0.0358	0.165	0.164	0.146	0.160	66.8	75.7	10.0-158	9.15	20	P9
Dinoseb	mg/kg	ND	0.165	0.164	0.0767	0.0789	46.5	48.1	10.0-120	2.83	40	

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: R3758813-3 R3758813-4

Parameter	Units	L1457828-01 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
MCPA	mg/kg	ND	16.5	16.4	20.5	18.8	124	115	10.0-160	8.65	40	L,P9
MCPP	mg/kg	ND	16.5	16.4	13.3	14.3	80.6	87.2	10.0-160	7.25	40	
2,4,5-T	mg/kg	ND	0.165	0.164	0.105	0.106	63.6	64.6	10.0-157	0.948	20	
2,4,5-TP (Silvex)	mg/kg	ND	0.165	0.164	0.102	0.104	61.8	63.4	10.0-156	1.94	20	
2,4-DCAA (S)	%						64.2	62.2	22.0-132			

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

QC Batch: 795135
QC Batch Method: EPA 7471
Analysis Method: EPA 7471
Analysis Description: 7471 Mercury
Laboratory: Pace Analytical Services - Ormond Beach
Associated Lab Samples: 35692487058, 35692487072, 35692487079, 35692487083

METHOD BLANK: 4365172 Matrix: Solid
Associated Lab Samples: 35692487058, 35692487072, 35692487079, 35692487083

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Mercury	mg/kg	0.0044 U	0.0088	0.0044	01/27/22 10:53	

LABORATORY CONTROL SAMPLE: 4365173

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Mercury	mg/kg	0.094	0.094	100	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4365174 4365175

Parameter	Units	35690901001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Mercury	mg/kg	0.048	0.11	0.11	0.16	0.17	104	108	80-120	4	20	

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

QC Batch: 795072 | Analysis Method: EPA 6010
QC Batch Method: EPA 3050 | Analysis Description: 6010 MET Solid
Laboratory: Pace Analytical Services - Ormond Beach
Associated Lab Samples: 35692487001, 35692487002, 35692487004, 35692487005, 35692487006, 35692487008, 35692487009, 35692487011, 35692487012, 35692487013, 35692487014, 35692487016, 35692487017

METHOD BLANK: 4364944 Matrix: Solid
Associated Lab Samples: 35692487001, 35692487002, 35692487004, 35692487005, 35692487006, 35692487008, 35692487009, 35692487011, 35692487012, 35692487013, 35692487014, 35692487016, 35692487017

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Arsenic	mg/kg	0.31 U	0.61	0.31	01/27/22 11:31	

LABORATORY CONTROL SAMPLE: 4364945

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Arsenic	mg/kg	28	26.7	95	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4364946 4364947

Parameter	Units	35692338005 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Arsenic	mg/kg	0.29 U	33.3	32.2	27.5	25.9	83	80	75-125	6	20	

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

QC Batch: 795092
QC Batch Method: EPA 3050
Analysis Method: EPA 6010
Analysis Description: 6010 MET Solid
Laboratory: Pace Analytical Services - Ormond Beach
Associated Lab Samples: 35692487019, 35692487020, 35692487022, 35692487023, 35692487025, 35692487026, 35692487028, 35692487029, 35692487033, 35692487034, 35692487037, 35692487038, 35692487040, 35692487041, 35692487043, 35692487044, 35692487046, 35692487047, 35692487050

METHOD BLANK: 4365020 Matrix: Solid
Associated Lab Samples: 35692487019, 35692487020, 35692487022, 35692487023, 35692487025, 35692487026, 35692487028, 35692487029, 35692487033, 35692487034, 35692487037, 35692487038, 35692487040, 35692487041, 35692487043, 35692487044, 35692487046, 35692487047, 35692487050

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Arsenic	mg/kg	0.29 U	0.58	0.29	01/26/22 13:20	

LABORATORY CONTROL SAMPLE: 4365021

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Arsenic	mg/kg	15.4	16.4	107	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4365022 4365023

Parameter	Units	35692487019 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Arsenic	mg/kg	0.33 U	16.2	16.2	16.1	16.0	97	97	75-125	0	20	

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8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

QC Batch: 795093
QC Batch Method: EPA 3050
Analysis Method: EPA 6010
Analysis Description: 6010 MET Solid
Laboratory: Pace Analytical Services - Ormond Beach
Associated Lab Samples: 35692487051, 35692487054, 35692487055, 35692487058, 35692487059, 35692487060, 35692487061, 35692487063, 35692487064, 35692487066, 35692487067, 35692487069, 35692487070, 35692487072, 35692487073, 35692487075, 35692487076, 35692487079, 35692487080, 35692487083

METHOD BLANK: 4365024 Matrix: Solid
Associated Lab Samples: 35692487051, 35692487054, 35692487055, 35692487058, 35692487059, 35692487060, 35692487061, 35692487063, 35692487064, 35692487066, 35692487067, 35692487069, 35692487070, 35692487072, 35692487073, 35692487075, 35692487076, 35692487079, 35692487080, 35692487083

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Arsenic	mg/kg	0.30 U	0.61	0.30	01/27/22 09:25	
Barium	mg/kg	0.10 U	0.61	0.10	01/27/22 09:25	
Cadmium	mg/kg	0.030 U	0.061	0.030	01/27/22 09:25	
Chromium	mg/kg	0.15 U	0.30	0.15	01/27/22 09:25	
Lead	mg/kg	0.30 U	0.61	0.30	01/27/22 09:25	
Selenium	mg/kg	0.45 U	0.91	0.45	01/27/22 09:25	
Silver	mg/kg	0.067 U	0.30	0.067	01/27/22 09:25	

LABORATORY CONTROL SAMPLE: 4365025

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Arsenic	mg/kg	14.7	14.1	96	80-120	
Barium	mg/kg	14.7	15.5	106	80-120	
Cadmium	mg/kg	1.5	1.5	102	80-120	
Chromium	mg/kg	14.7	15.2	104	80-120	
Lead	mg/kg	14.7	15.3	104	80-120	
Selenium	mg/kg	14.7	13.1	89	80-120	
Silver	mg/kg	1.5	1.5	101	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4365026 4365027

Parameter	Units	35692487051 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Arsenic	mg/kg	0.28 U	14.3	14.2	11.9	12.1	83	85	75-125	2	20	
Barium	mg/kg		14.3	14.2	19.9	19.7	109	109	75-125	1	20	
Cadmium	mg/kg		1.5	1.4	1.4	1.4	97	97	75-125	1	20	
Chromium	mg/kg		14.3	14.2	17.9	17.8	104	105	75-125	0	20	
Lead	mg/kg		14.3	14.2	16.1	16.0	97	97	75-125	1	20	
Selenium	mg/kg		14.3	14.2	12.0	11.9	81	81	75-125	0	20	
Silver	mg/kg		1.5	1.4	1.4	1.3	94	94	75-125	2	20	

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

QC Batch: 795100
QC Batch Method: EPA 3050
Analysis Method: EPA 6010
Analysis Description: 6010 MET Solid
Laboratory: Pace Analytical Services - Ormond Beach
Associated Lab Samples: 35692487084, 35692487087, 35692487088, 35692487090, 35692487091, 35692487093, 35692487094, 35692487096, 35692487097, 35692487099, 35692487100

METHOD BLANK: 4365071 Matrix: Solid
Associated Lab Samples: 35692487084, 35692487087, 35692487088, 35692487090, 35692487091, 35692487093, 35692487094, 35692487096, 35692487097, 35692487099, 35692487100

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Arsenic	mg/kg	0.30 U	0.60	0.30	01/27/22 16:52	

LABORATORY CONTROL SAMPLE: 4365072

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Arsenic	mg/kg	15.3	16.6	108	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4365073 4365074

Parameter	Units	35692306003 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Arsenic	mg/kg	0.25 U	12.5	12.6	13.2	13.1	105	104	75-125	1	20	

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

QC Batch: 795392
QC Batch Method: EPA 3546
Analysis Method: EPA 8081
Analysis Description: 8081 GCS Pesticides
Laboratory: Pace Analytical Services - Ormond Beach
Associated Lab Samples: 35692487058, 35692487072, 35692487079, 35692487083

METHOD BLANK: 4366727 Matrix: Solid
Associated Lab Samples: 35692487058, 35692487072, 35692487079, 35692487083

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
4,4'-DDD	mg/kg	0.000075 U	0.0017	0.000075	01/30/22 19:56	
4,4'-DDE	mg/kg	0.000066 U	0.0017	0.000066	01/30/22 19:56	
4,4'-DDT	mg/kg	0.000093 U	0.0017	0.000093	01/30/22 19:56	
Aldrin	mg/kg	0.00017 U	0.0017	0.00017	01/30/22 19:56	
alpha-BHC	mg/kg	0.000045 U	0.0017	0.000045	01/30/22 19:56	
beta-BHC	mg/kg	0.00020 U	0.0017	0.00020	01/30/22 19:56	
Chlordane (Technical)	mg/kg	0.0050 U	0.017	0.0050	01/30/22 19:56	
delta-BHC	mg/kg	0.000086 U	0.0017	0.000086	01/30/22 19:56	
Dieldrin	mg/kg	0.000064 U	0.0017	0.000064	01/30/22 19:56	
Endosulfan I	mg/kg	0.00019 U	0.0017	0.00019	01/30/22 19:56	
Endosulfan II	mg/kg	0.000075 U	0.0017	0.000075	01/30/22 19:56	
Endosulfan sulfate	mg/kg	0.000066 U	0.0017	0.000066	01/30/22 19:56	
Endrin	mg/kg	0.000084 U	0.0017	0.000084	01/30/22 19:56	
Endrin aldehyde	mg/kg	0.00025 U	0.0034	0.00025	01/30/22 19:56	
Endrin ketone	mg/kg	0.000078 U	0.0017	0.000078	01/30/22 19:56	
gamma-BHC (Lindane)	mg/kg	0.000048 U	0.0017	0.000048	01/30/22 19:56	
Heptachlor	mg/kg	0.00018 U	0.0017	0.00018	01/30/22 19:56	
Heptachlor epoxide	mg/kg	0.000072 U	0.0017	0.000072	01/30/22 19:56	
Methoxychlor	mg/kg	0.00025 U	0.0017	0.00025	01/30/22 19:56	
Toxaphene	mg/kg	0.0073 U	0.017	0.0073	01/30/22 19:56	
Decachlorobiphenyl (S)	%	128	43-157		01/30/22 19:56	
Tetrachloro-m-xylene (S)	%	103	53-140		01/30/22 19:56	

LABORATORY CONTROL SAMPLE: 4366728

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
4,4'-DDD	mg/kg	0.016	0.020	121	62-144	
4,4'-DDE	mg/kg	0.016	0.020	120	67-141	
4,4'-DDT	mg/kg	0.016	0.019	119	57-159	
Aldrin	mg/kg	0.016	0.020	119	70-136	
alpha-BHC	mg/kg	0.016	0.018	112	67-136	
beta-BHC	mg/kg	0.016	0.019	117	68-131	
delta-BHC	mg/kg	0.016	0.015	89	58-120	
Dieldrin	mg/kg	0.016	0.020	121	63-145	
Endosulfan I	mg/kg	0.016	0.017	106	66-129	
Endosulfan II	mg/kg	0.016	0.020	120	59-130	
Endosulfan sulfate	mg/kg	0.016	0.018	111	57-137	
Endrin	mg/kg	0.016	0.020	122	67-147	
Endrin aldehyde	mg/kg	0.016	0.019	117	54-144	

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(386)672-5668

QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

LABORATORY CONTROL SAMPLE: 4366728

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Endrin ketone	mg/kg	0.016	0.019	115	60-139	
gamma-BHC (Lindane)	mg/kg	0.016	0.019	115	69-137	
Heptachlor	mg/kg	0.016	0.020	124	68-135	
Heptachlor epoxide	mg/kg	0.016	0.019	118	68-135	
Methoxychlor	mg/kg	0.016	0.020	119	57-153	
Decachlorobiphenyl (S)	%			135	43-157	
Tetrachloro-m-xylene (S)	%			110	53-140	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4366729 4366730

Parameter	Units	35691352037 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
4,4'-DDD	mg/kg	0.000087 U	0.02	0.02	0.021	0.021	110	111	62-144	1	40	
4,4'-DDE	mg/kg	0.000077 U	0.02	0.02	0.021	0.021	111	111	67-141	0	40	
4,4'-DDT	mg/kg	0.00011 U	0.02	0.02	0.021	0.021	109	110	57-159	1	40	
Aldrin	mg/kg	0.00020 U	0.02	0.02	0.021	0.021	108	106	70-136	2	40	
alpha-BHC	mg/kg	0.000053 U	0.02	0.02	0.020	0.020	105	103	67-136	2	40	
beta-BHC	mg/kg	0.00023 U	0.02	0.02	0.021	0.020	107	106	68-131	1	40	
delta-BHC	mg/kg	0.00010 U	0.02	0.02	0.016	0.015	80	80	58-120	1	40	
Dieldrin	mg/kg	0.000075 U	0.02	0.02	0.021	0.021	110	110	63-145	0	40	
Endosulfan I	mg/kg	0.00022 U	0.02	0.02	0.020	0.020	106	105	66-129	0	40	
Endosulfan II	mg/kg	0.000087 U	0.02	0.02	0.021	0.021	107	108	59-130	1	40	
Endosulfan sulfate	mg/kg	0.000077 U	0.02	0.02	0.019	0.019	99	100	57-137	2	40	
Endrin	mg/kg	0.000098 U	0.02	0.02	0.021	0.021	110	111	67-147	0	40	
Endrin aldehyde	mg/kg	0.00029 U	0.02	0.02	0.020	0.020	103	105	54-144	1	40	
Endrin ketone	mg/kg	0.000091 U	0.02	0.02	0.020	0.020	103	104	60-139	1	40	
gamma-BHC (Lindane)	mg/kg	0.000056 U	0.02	0.02	0.020	0.020	105	103	69-137	2	40	
Heptachlor	mg/kg	0.00021 U	0.02	0.02	0.022	0.022	115	113	68-135	2	40	
Heptachlor epoxide	mg/kg	0.000094 I	0.02	0.02	0.021	0.021	107	107	68-135	0	40	
Methoxychlor	mg/kg	0.00029 U	0.02	0.02	0.021	0.021	107	109	57-153	2	40	
Decachlorobiphenyl (S)	%						130	125	43-157			
Tetrachloro-m-xylene (S)	%						105	100	53-140			

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(386)672-5668

QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

QC Batch: 795319
QC Batch Method: ASTM D2974-87
Analysis Method: ASTM D2974-87
Analysis Description: Dry Weight/Percent Moisture
Laboratory: Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35692487001, 35692487002, 35692487003, 35692487004, 35692487005, 35692487006, 35692487007, 35692487008, 35692487009, 35692487010, 35692487011, 35692487012, 35692487013, 35692487014, 35692487015, 35692487016, 35692487017, 35692487018, 35692487019, 35692487020, 35692487021, 35692487022, 35692487023, 35692487024, 35692487025

SAMPLE DUPLICATE: 4366269

Parameter	Units	35665458001 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	20.6	21.8	6	10	Q

SAMPLE DUPLICATE: 4366270

Parameter	Units	35692487005 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	14.8	14.1	5	10	

SAMPLE DUPLICATE: 4366271

Parameter	Units	35692487015 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	11.7	12.4	6	10	

SAMPLE DUPLICATE: 4366272

Parameter	Units	35692487025 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	9.6	9.8	2	10	

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

QC Batch: 795503
QC Batch Method: ASTM D2974-87
Analysis Method: ASTM D2974-87
Analysis Description: Dry Weight/Percent Moisture
Laboratory: Pace Analytical Services - Ormond Beach
Associated Lab Samples: 35692487031, 35692487032, 35692487033, 35692487034, 35692487035, 35692487036, 35692487037, 35692487038, 35692487039, 35692487040

SAMPLE DUPLICATE: 4367101

Parameter	Units	35665918001 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	6.2	7.5	19	10	J(D6),Q

SAMPLE DUPLICATE: 4367102

Parameter	Units	35666357002 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	10.1	10.4	3	10	Q

SAMPLE DUPLICATE: 4367103

Parameter	Units	35692111004 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	1.5	1.9	22	10	J(D6)

SAMPLE DUPLICATE: 4367104

Parameter	Units	35692487031 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	11.8	12.5	6	10	

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

QC Batch: 795556
QC Batch Method: ASTM D2974-87
Analysis Method: ASTM D2974-87
Analysis Description: Dry Weight/Percent Moisture
Laboratory: Pace Analytical Services - Ormond Beach
Associated Lab Samples: 35692487072, 35692487079, 35692487083, 35692487088, 35692487089, 35692487090, 35692487091, 35692487092, 35692487093, 35692487094, 35692487095, 35692487096, 35692487097, 35692487098

SAMPLE DUPLICATE: 4367396

Parameter	Units	35692111005 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	1.1	1.2	13	10	J(D6)

SAMPLE DUPLICATE: 4367397

Parameter	Units	35692487093 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	12.7	13.4	6	10	

SAMPLE DUPLICATE: 4367398

Parameter	Units	35692515005 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	12.2	12.0	2	10	

SAMPLE DUPLICATE: 4367399

Parameter	Units	35692536002 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	3.4	3.3	4	10	

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

QC Batch: 795563
QC Batch Method: ASTM D2974-87
Analysis Method: ASTM D2974-87
Analysis Description: Dry Weight/Percent Moisture
Laboratory: Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35692487041, 35692487042, 35692487043, 35692487044, 35692487045, 35692487046, 35692487047, 35692487048, 35692487049, 35692487050, 35692487051, 35692487052, 35692487053, 35692487054, 35692487055, 35692487056, 35692487057, 35692487058, 35692487059, 35692487060, 35692487061, 35692487062, 35692487063, 35692487064, 35692487065

SAMPLE DUPLICATE: 4367435

Parameter	Units	35692487041 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	14.0	14.5	4	10	

SAMPLE DUPLICATE: 4367436

Parameter	Units	35692487051 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	12.8	12.3	3	10	

SAMPLE DUPLICATE: 4367437

Parameter	Units	35692487061 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	9.0	9.0	0	10	

SAMPLE DUPLICATE: 4367438

Parameter	Units	35692487071 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	12.1	13.4	10	10	

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

QC Batch: 795610
QC Batch Method: ASTM D2974-87
Analysis Method: ASTM D2974-87
Analysis Description: Dry Weight/Percent Moisture
Laboratory: Pace Analytical Services - Ormond Beach
Associated Lab Samples: 35692487080, 35692487081, 35692487082, 35692487084, 35692487085, 35692487086, 35692487087

SAMPLE DUPLICATE: 4367563

Parameter	Units	35691352004 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	22.4	22.7	1	10	

SAMPLE DUPLICATE: 4367564

Parameter	Units	35691860001 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	84.4	84.8	0	10	

SAMPLE DUPLICATE: 4367565

Parameter	Units	35692487080 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	9.4	10.2	8	10	

SAMPLE DUPLICATE: 4367566

Parameter	Units	35692571001 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	7.3	7.1	3	10	

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

QC Batch: 1809545
QC Batch Method: SM 2540 G
Analysis Method: SM 2540G
Analysis Description: Total Solids 2540 G-2011
Laboratory: Pace National - Mt. Juliet
Associated Lab Samples: 35692487058, 35692487072, 35692487079, 35692487083

METHOD BLANK: R3754868-1 Matrix: Solid
Associated Lab Samples: 35692487058, 35692487072, 35692487079, 35692487083

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Total Solids	%	0.00200			01/28/22 19:11	

LABORATORY CONTROL SAMPLE: R3754868-2

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Total Solids	%	50.0	50.0	100	85.0-115	

SAMPLE DUPLICATE: R3754868-3

Parameter	Units	L1455308-04 Result	Dup Result	RPD	Max RPD	Qualifiers
Total Solids	%	83.4	80.0	4.06	10	

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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Pace Analytical Services, LLC
8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

QUALIFIERS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to dilution of the sample aliquot.

ND - Not Detected at or above adjusted reporting limit.

TNTC - Too Numerous To Count

MDL - Adjusted Method Detection Limit.

PQL - Practical Quantitation Limit.

RL - Reporting Limit - The lowest concentration value that meets project requirements for quantitative data with known precision and bias for a specific analyte in a specific matrix.

S - Surrogate

1,2-Diphenylhydrazine decomposes to and cannot be separated from Azobenzene using Method 8270. The result for each analyte is a combined concentration.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

SG - Silica Gel - Clean-Up

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Reported results are not rounded until the final step prior to reporting. Therefore, calculated parameters that are typically reported as "Total" may vary slightly from the sum of the reported component parameters.

Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.

TNI - The NELAC Institute.

ANALYTE QUALIFIERS

I	The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.
U	Compound was analyzed for but not detected.
J(D6)	Estimated Value. The relative percent difference (RPD) between the sample and sample duplicate exceeded laboratory control limits.
L	Off-scale high. Actual value is known to be greater than value given.
P9	RPD between the primary and confirmatory analysis exceeded 40%.
Q	Sample held beyond the accepted holding time. Sample was received outside EPA method holding time.

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QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
35692487058	SB-62 (0-0.5)	8151A	1814298	EPA 8151	1814298
35692487072	SB-15 (0-0.5)	8151A	1814298	EPA 8151	1814298
35692487079	SB-29 (0-0.5)	8151A	1814298	EPA 8151	1814298
35692487083	SB-42 (0-0.5)	8151A	1814298	EPA 8151	1814298
35692487058	SB-62 (0-0.5)	EPA 3546	795392	EPA 8081	795501
35692487072	SB-15 (0-0.5)	EPA 3546	795392	EPA 8081	795501
35692487079	SB-29 (0-0.5)	EPA 3546	795392	EPA 8081	795501
35692487083	SB-42 (0-0.5)	EPA 3546	795392	EPA 8081	795501
35692487001	SB-69 (0-0.5)	EPA 3050	795072	EPA 6010	795118
35692487002	SB-69 (0.5-2)	EPA 3050	795072	EPA 6010	795118
35692487004	SB-69 (4-6)	EPA 3050	795072	EPA 6010	795118
35692487005	SB-65 (0-0.5)	EPA 3050	795072	EPA 6010	795118
35692487006	SB-65 (0.5-2)	EPA 3050	795072	EPA 6010	795118
35692487008	SB-21 (0-0.5)	EPA 3050	795072	EPA 6010	795118
35692487009	SB-21 (0.5-2)	EPA 3050	795072	EPA 6010	795118
35692487011	SB-66 (0-0.5)	EPA 3050	795072	EPA 6010	795118
35692487012	SB-66 (0.5-2)	EPA 3050	795072	EPA 6010	795118
35692487013	SB-17 (0-0.5)	EPA 3050	795072	EPA 6010	795118
35692487014	SB-17 (0.5-2)	EPA 3050	795072	EPA 6010	795118
35692487016	SB-19 (0-0.5)	EPA 3050	795072	EPA 6010	795118
35692487017	SB-19 (0.5-2)	EPA 3050	795072	EPA 6010	795118
35692487019	SB-64 (0-0.5)	EPA 3050	795092	EPA 6010	795113
35692487020	SB-64 (0.5-2)	EPA 3050	795092	EPA 6010	795113
35692487022	SB-22 (0-0.5)	EPA 3050	795092	EPA 6010	795113
35692487023	SB-22 (0.5-2)	EPA 3050	795092	EPA 6010	795113
35692487025	SB-14 (0-0.5)	EPA 3050	795092	EPA 6010	795113
35692487026	SB-14 (0.5-2)	EPA 3050	795092	EPA 6010	795113
35692487028	SB-13 (0-0.5)	EPA 3050	795092	EPA 6010	795113
35692487029	SB-13 (0.5-2)	EPA 3050	795092	EPA 6010	795113
35692487033	SB-63 (0-0.5)	EPA 3050	795092	EPA 6010	795113
35692487034	SB-63 (0.5-2)	EPA 3050	795092	EPA 6010	795113
35692487037	SB-18 (0-0.5)	EPA 3050	795092	EPA 6010	795113
35692487038	SB-18 (0.5-2)	EPA 3050	795092	EPA 6010	795113
35692487040	SB-67 (0-0.5)	EPA 3050	795092	EPA 6010	795113
35692487041	SB-67 (0.5-2)	EPA 3050	795092	EPA 6010	795113
35692487043	SB-16 (0-0.5)	EPA 3050	795092	EPA 6010	795113
35692487044	SB-16 (0.5-2)	EPA 3050	795092	EPA 6010	795113
35692487046	SB-40 (0-0.5)	EPA 3050	795092	EPA 6010	795113
35692487047	SB-40 (0.5-2)	EPA 3050	795092	EPA 6010	795113
35692487050	SB-39 (0-0.5)	EPA 3050	795092	EPA 6010	795113
35692487051	SB-39 (0.5-2)	EPA 3050	795093	EPA 6010	795114
35692487054	SB-38 (0-0.5)	EPA 3050	795093	EPA 6010	795114
35692487055	SB-38 (0.5-2)	EPA 3050	795093	EPA 6010	795114
35692487058	SB-62 (0-0.5)	EPA 3050	795093	EPA 6010	795114
35692487059	SB-62 (0.5-2)	EPA 3050	795093	EPA 6010	795114
35692487060	SB-61 (0-0.5)	EPA 3050	795093	EPA 6010	795114
35692487061	SB-61 (0.5-2)	EPA 3050	795093	EPA 6010	795114

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(386)672-5668

QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
35692487063	SB-8 (0-0.5)	EPA 3050	795093	EPA 6010	795114
35692487064	SB-8 (0.5-2)	EPA 3050	795093	EPA 6010	795114
35692487066	SB-4 (0-0.5)	EPA 3050	795093	EPA 6010	795114
35692487067	SB-4 (0.5-2)	EPA 3050	795093	EPA 6010	795114
35692487069	SB-37 (0-0.5)	EPA 3050	795093	EPA 6010	795114
35692487070	SB-37 (0.5-2)	EPA 3050	795093	EPA 6010	795114
35692487072	SB-15 (0-0.5)	EPA 3050	795093	EPA 6010	795114
35692487073	SB-15 (0.5-2)	EPA 3050	795093	EPA 6010	795114
35692487075	SB-20 (0-0.5)	EPA 3050	795093	EPA 6010	795114
35692487076	SB-20 (0.5-2)	EPA 3050	795093	EPA 6010	795114
35692487079	SB-29 (0-0.5)	EPA 3050	795093	EPA 6010	795114
35692487080	SB-29 (0.5-2)	EPA 3050	795093	EPA 6010	795114
35692487083	SB-42 (0-0.5)	EPA 3050	795093	EPA 6010	795114
35692487084	SB-42 (0.5-2)	EPA 3050	795100	EPA 6010	795125
35692487087	SB-43 (0-0.5)	EPA 3050	795100	EPA 6010	795125
35692487088	SB-43 (0.5-2)	EPA 3050	795100	EPA 6010	795125
35692487090	SB-44 (0-0.5)	EPA 3050	795100	EPA 6010	795125
35692487091	SB-44 (0.5-2)	EPA 3050	795100	EPA 6010	795125
35692487093	SB-45 (0-0.5)	EPA 3050	795100	EPA 6010	795125
35692487094	SB-45 (0.5-2)	EPA 3050	795100	EPA 6010	795125
35692487096	SB-50 (0-0.5)	EPA 3050	795100	EPA 6010	795125
35692487097	SB-50 (0.5-2)	EPA 3050	795100	EPA 6010	795125
35692487099	SB-51 (0-0.5)	EPA 3050	795100	EPA 6010	795125
35692487100	SB-51 (0.5-2)	EPA 3050	795100	EPA 6010	795125
35692487058	SB-62 (0-0.5)	EPA 7471	795135	EPA 7471	795299
35692487072	SB-15 (0-0.5)	EPA 7471	795135	EPA 7471	795299
35692487079	SB-29 (0-0.5)	EPA 7471	795135	EPA 7471	795299
35692487083	SB-42 (0-0.5)	EPA 7471	795135	EPA 7471	795299
35692487001	SB-69 (0-0.5)	ASTM D2974-87	795319		
35692487002	SB-69 (0.5-2)	ASTM D2974-87	795319		
35692487003	SB-69 (2-4)	ASTM D2974-87	795319		
35692487004	SB-69 (4-6)	ASTM D2974-87	795319		
35692487005	SB-65 (0-0.5)	ASTM D2974-87	795319		
35692487006	SB-65 (0.5-2)	ASTM D2974-87	795319		
35692487007	SB-65 (2-4)	ASTM D2974-87	795319		
35692487008	SB-21 (0-0.5)	ASTM D2974-87	795319		
35692487009	SB-21 (0.5-2)	ASTM D2974-87	795319		
35692487010	SB-21 (2-4)	ASTM D2974-87	795319		
35692487011	SB-66 (0-0.5)	ASTM D2974-87	795319		
35692487012	SB-66 (0.5-2)	ASTM D2974-87	795319		
35692487013	SB-17 (0-0.5)	ASTM D2974-87	795319		
35692487014	SB-17 (0.5-2)	ASTM D2974-87	795319		
35692487015	SB-17 (2-4)	ASTM D2974-87	795319		
35692487016	SB-19 (0-0.5)	ASTM D2974-87	795319		
35692487017	SB-19 (0.5-2)	ASTM D2974-87	795319		
35692487018	SB-19 (2-4)	ASTM D2974-87	795319		
35692487019	SB-64 (0-0.5)	ASTM D2974-87	795319		

REPORT OF LABORATORY ANALYSIS

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(386)672-5668

QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
35692487020	SB-64 (0.5-2)	ASTM D2974-87	795319		
35692487021	SB-64 (2-4)	ASTM D2974-87	795319		
35692487022	SB-22 (0-0.5)	ASTM D2974-87	795319		
35692487023	SB-22 (0.5-2)	ASTM D2974-87	795319		
35692487024	SB-22 (2-4)	ASTM D2974-87	795319		
35692487025	SB-14 (0-0.5)	ASTM D2974-87	795319		
35692487026	SB-14 (0.5-2)	ASTM D2974-87	795319		
35692487027	SB-14 (2-4)	ASTM D2974-87	795319		
35692487028	SB-13 (0-0.5)	ASTM D2974-87	795319		
35692487029	SB-13 (0.5-2)	ASTM D2974-87	795319		
35692487030	SB-13 (2-4)	ASTM D2974-87	795319		
35692487031	SB-14 (4-6)	ASTM D2974-87	795503		
35692487032	SB-13 (4-5)	ASTM D2974-87	795503		
35692487033	SB-63 (0-0.5)	ASTM D2974-87	795503		
35692487034	SB-63 (0.5-2)	ASTM D2974-87	795503		
35692487035	SB-63 (2-4)	ASTM D2974-87	795503		
35692487036	SB-66 (2-4)	ASTM D2974-87	795503		
35692487037	SB-18 (0-0.5)	ASTM D2974-87	795503		
35692487038	SB-18 (0.5-2)	ASTM D2974-87	795503		
35692487039	SB-18 (2-4)	ASTM D2974-87	795503		
35692487040	SB-67 (0-0.5)	ASTM D2974-87	795503		
35692487041	SB-67 (0.5-2)	ASTM D2974-87	795563		
35692487042	SB-67 (2-4)	ASTM D2974-87	795563		
35692487043	SB-16 (0-0.5)	ASTM D2974-87	795563		
35692487044	SB-16 (0.5-2)	ASTM D2974-87	795563		
35692487045	SB-16 (2-4)	ASTM D2974-87	795563		
35692487046	SB-40 (0-0.5)	ASTM D2974-87	795563		
35692487047	SB-40 (0.5-2)	ASTM D2974-87	795563		
35692487048	SB-40 (2-4)	ASTM D2974-87	795563		
35692487049	SB-40 (4-6)	ASTM D2974-87	795563		
35692487050	SB-39 (0-0.5)	ASTM D2974-87	795563		
35692487051	SB-39 (0.5-2)	ASTM D2974-87	795563		
35692487052	SB-39 (2-4)	ASTM D2974-87	795563		
35692487053	SB-39 (4-6)	ASTM D2974-87	795563		
35692487054	SB-38 (0-0.5)	ASTM D2974-87	795563		
35692487055	SB-38 (0.5-2)	ASTM D2974-87	795563		
35692487056	SB-38 (2-4)	ASTM D2974-87	795563		
35692487057	SB-38 (4-6)	ASTM D2974-87	795563		
35692487058	SB-62 (0-0.5)	ASTM D2974-87	795563		
35692487059	SB-62 (0.5-2)	ASTM D2974-87	795563		
35692487060	SB-61 (0-0.5)	ASTM D2974-87	795563		
35692487061	SB-61 (0.5-2)	ASTM D2974-87	795563		
35692487062	SB-61 (2-4)	ASTM D2974-87	795563		
35692487063	SB-8 (0-0.5)	ASTM D2974-87	795563		
35692487064	SB-8 (0.5-2)	ASTM D2974-87	795563		
35692487065	SB-8 (2-4)	ASTM D2974-87	795563		
35692487066	SB-4 (0-0.5)	ASTM D2974-87	795563		
35692487067	SB-4 (0.5-2)	ASTM D2974-87	795563		

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: Lakeview Estates-Revised Report
Pace Project No.: 35692487

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
35692487068	**SB-4 (2-4)**	ASTM D2974-87	795563		
35692487069	**SB-37 (0-0.5)**	ASTM D2974-87	795563		
35692487070	**SB-37 (0.5-2)**	ASTM D2974-87	795563		
35692487071	**SB-37 (2-4)**	ASTM D2974-87	795563		
35692487072	**SB-15 (0-0.5)**	ASTM D2974-87	795556		
35692487073	**SB-15 (0.5-2)**	ASTM D2974-87	795563		
35692487074	**SB-15 (2-4)**	ASTM D2974-87	795563		
35692487075	**SB-20 (0-0.5)**	ASTM D2974-87	795563		
35692487076	**SB-20 (0.5-2)**	ASTM D2974-87	795563		
35692487077	**SB-20 (2-4)**	ASTM D2974-87	795563		
35692487078	**SB-20 (4-6)**	ASTM D2974-87	795563		
35692487079	**SB-29 (0-0.5)**	ASTM D2974-87	795556		
35692487080	**SB-29 (0.5-2)**	ASTM D2974-87	795610		
35692487081	**SB-29 (2-4)**	ASTM D2974-87	795610		
35692487082	**SB-29 (4-6)**	ASTM D2974-87	795610		
35692487083	**SB-42 (0-0.5)**	ASTM D2974-87	795556		
35692487084	**SB-42 (0.5-2)**	ASTM D2974-87	795610		
35692487085	**SB-42 (2-4)**	ASTM D2974-87	795610		
35692487086	**SB-42 (4-6)**	ASTM D2974-87	795610		
35692487087	**SB-43 (0-0.5)**	ASTM D2974-87	795610		
35692487088	**SB-43 (0.5-2)**	ASTM D2974-87	795556		
35692487089	**SB-43 (2-4)**	ASTM D2974-87	795556		
35692487090	**SB-44 (0-0.5)**	ASTM D2974-87	795556		
35692487091	**SB-44 (0.5-2)**	ASTM D2974-87	795556		
35692487092	**SB-44 (2-4)**	ASTM D2974-87	795556		
35692487093	**SB-45 (0-0.5)**	ASTM D2974-87	795556		
35692487094	**SB-45 (0.5-2)**	ASTM D2974-87	795556		
35692487095	**SB-45 (2-4)**	ASTM D2974-87	795556		
35692487096	**SB-50 (0-0.5)**	ASTM D2974-87	795556		
35692487097	**SB-50 (0.5-2)**	ASTM D2974-87	795556		
35692487098	**SB-50 (2-4)**	ASTM D2974-87	795556		
35692487099	**SB-51 (0-0.5)**	ASTM D2974-87	795319		
35692487100	**SB-51 (0.5-2)**	ASTM D2974-87	795319		
35692487101	**SB-51 (2-4)**	ASTM D2974-87	795319		
35692487058	**SB-62 (0-0.5)**	SM 2540 G	1809545	SM 2540G	1809545
35692487072	**SB-15 (0-0.5)**	SM 2540 G	1809545	SM 2540G	1809545
35692487079	**SB-29 (0-0.5)**	SM 2540 G	1809545	SM 2540G	1809545
35692487083	**SB-42 (0-0.5)**	SM 2540 G	1809545	SM 2540G	1809545

REPORT OF LABORATORY ANALYSIS

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WO# : 35692487

35692487

CHAIN-OF-CUSTODY / Analytical Request Document

The Chain-of-Custody is a LEGAL DOCUMENT. All relevant fields must be completed accurately.

constitutes acknowledgment and acceptance of the Pace Terms and Conditions found at https://info.pacelabs.com/hubfs/pas-standard-terms.pdf.

1 of 10

Page : 1 Of

Section C Invoice Information:		
Company: SCS Engineers - Jacksonville, FL	Report To: Kirk Blevins	Attention:
Address: 14785 Old St. Augustine Road	Copy To:	Company Name:
Jacksonville, FL 32258		Address:
Email: kblevins@scsengineers.com	Purchase Order #:	Pace Quote: 00106026
Phone: (904)616-0481 Fax:	Project Name: Lakeview Estates	Pace Project Manager: todd.rea@pacelabs.com,
Requested Due Date:	Project #:	Pace Profile #: 10494-15,16

Regulatory Agency	State / Location
	FL

ITEM #	SAMPLE ID (One Character per box. (A-Z, 0-9 / , -) Sample Ids must be unique)	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Y/N	Analyses Test: Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-69 (0-0.5)			1-24-22	1225				1										1												
2	SB-69 (0.5-2)				1228				1										1												
3	SB-69 (2-4)				1230				1										1												HOLD
4	SB-69 (4-6)				1233				1										1												
5	SB-65 (0-0.5)				1240				1										1												
6	SB-65 (0.5-2)				1242				1										1												
7	SB-65 (2-4)				1245				1										1												HOLD
8	SB-21 (0-0.5)				1315				1										1												
9	SB-21 (0.5-2)				1317				1										1												
10	SB-21 (2-4)				1320				1										1												HOLD
11	SB-66 (0-0.5)				1325				1										1												
12	SB-66 (0.5-2)			✓	1327				1										1												

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS			
				TB/Pace	1/25/22	15:40	15.8	Y	N	N

SAMPLER NAME AND SIGNATURE					
PRINT Name of SAMPLER: Kirk Blevins		TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)
SIGNATURE of SAMPLER:	DATE Signed: 1-24-22				

CHAIN-OF-CUSTODY / Analytical Request Document

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Page : 1 Of 3

Section A Required Client Information:		Section B Required Project Information:		Section C Invoice Information:	
Company:	SCS Engineers - Jacksonville, FL	Report To:	Kirk Blevins	Attention:	
Address:	14785 Old St. Augustine Road	Copy To:		Company Name:	
Jacksonville, FL 32258				Address:	
Email:	kblevins@scsengineers.com	Purchase Order #:		Pace Quote:	00106026
Phone:	(904)616-0481 Fax:	Project Name:	Lakeview Estates	Pace Project Manager:	todd.rea@pacelabs.com,
Requested Due Date:		Project #:		Pace Profile #:	10494-15.16

Regulatory Agency
State / Location
FL

SAMPLE ID
One Character per box.
(A-Z, 0-9 / , -)
Sample Ids must be unique

MATRIX	CODE
Drinking Water	DW
Water	WT
Waste Water	WW
Product	P
Soil/Solid	SL
Oil	OL
Wipe	WP
Air	AR
Other	OT
Tissue	TS

ITEM #	SAMPLE ID	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Analyses Test Y/N	Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-17 (0-0.5)			1-24-22	1110				1										1												
2	SB-17 (0.5-2)				1113				1										1												
3	SB-17 (2-4)				1115				1										1												HOLD
4	SB-19 (0-0.5)				1130				1										1												
5	SB-19 (0.5-2)				1132				1										1												
6	SB-19 (2-4)				1135				1										1												HOLD
7	SB-64 (0-0.5)				1140				1										1												
8	SB-64 (0.5-2)				1143				1										1												
9	SB-64 (2-4)				1145				1										1												HOLD
10	SB-22 (0-0.5)				1155				1										1												
11	SB-22 (0.5-2)				1158				1										1												
12	SB-22 (2-4)			↓	1200				1										1												HOLD

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS			
				TB/RAC	1/25/22	1540	158	X	N	N

SAMPLER NAME AND SIGNATURE					
PRINT Name of SAMPLER:	KIRK BLEVINS		TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)
SIGNATURE of SAMPLER:		DATE Signed: 1-24-22				

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CHAIN-OF-CUSTODY / Analytical Request Document

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Page : 1 Of

Section A Required Client Information:		Section B Required Project Information:		Section C Invoice Information:	
Company:	SCS Engineers - Jacksonville, FL	Report To:	Kirk Blevins	Attention:	
Address:	14785 Old St. Augustine Road	Copy To:		Company Name:	
	Jacksonville, FL 32258			Address:	
Email:	kblevins@scsengineers.com	Purchase Order #:		Pace Quote:	00106026
Phone:	(904)616-0481 Fax:	Project Name:	Lakeview Estates	Pace Project Manager:	todd.rea@pacelabs.com,
Requested Due Date:		Project #:		Pace Profile #:	10494-15,16

Regulatory Agency
State / Location
FL

SAMPLE ID
One Character per box.
(A-Z, 0-9 / , -)
Sample Ids must be unique

MATRIX	CODE
Drinking Water	DW
Water	WT
Waste Water	WW
Product	P
Soil/Solid	SL
Oil	OL
Wipe	WP
Air	AR
Other	OT
Tissue	TS

ITEM #	SAMPLE ID	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Requested Analysis Filtered (Y/N) Y/N	Analyses Test: Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-14 (0-0.5)			1/24/22	1000				1										1										
2	SB-14 (0.5-2)				1002				1										1										
3	SB-14 (2-4)				1005				1										1										HOLD
4	SB-13 (0-0.5)				1015				1										1										
5	SB-13 (0.5-2)				1018				1										1										
6	SB-13 (2-4)				1020				1										1										HOLD
7	SB-14 (4-6)				1008				1										1										HOLD
8	SB-13 (4-5)				1035				1										1										HOLD
9	SB-63 (0-0.5)				1055				1										1										
10	SB-63 (0.5-2)				1058				1										1										
11	SB-63 (2-4)				1100				1										1										HOLD
12	~~SB-63 (4-)~~			✓	1103	KB	1.24.22																						

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS
				TRB/Pace	1/25/22	15:40	1.5 X N Y

SAMPLER NAME AND SIGNATURE

PRINT Name of SAMPLER: KIRK BLEVINS

SIGNATURE of SAMPLER: [signature] DATE Signed: 1-24-22

TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)

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Page : 1 Of

Section A Required Client Information:		Section B Required Project Information:		Section C Invoice Information:	
Company:	SCS Engineers - Jacksonville, FL	Report To:	Kirk Blevins	Attention:	
Address:	14785 Old St. Augustine Road	Copy To:		Company Name:	
Jacksonville, FL 32258				Address:	
Email:	kblevins@scsengineers.com	Purchase Order #:		Pace Quote:	00106026
Phone:	(904)616-0481 Fax:	Project Name:	Lakeview Estates	Pace Project Manager:	todd.rea@pacelabs.com,
Requested Due Date:		Project #:		Pace Profile #:	10494-15,16

Regulatory Agency
State / Location
FL

ITEM #	SAMPLE ID (One Character per box. (A-Z, 0-9 / , -) Sample Ids must be unique)	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Analyses Test Y/N	Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-66 (2-4)			1/24/22	1330				1										1												HOLD
2	SB-18 (0-0.5)				1337	1335			1										1												
3	SB-18 (0.5-2)				1340	1337			1										1												
4	SB-18 (2-4)				1345	1340			1										1												HOLD
5	SB-67 (0-0.5)				1347	1345			1										1												
6	SB-67 (0.5-2)				1350	1347			1										1												
7	SB-67 (2-4)				1350				1										1												HOLD
8	SB-16 (0-0.5)				140				1										1												
9	SB-16 (0.5-2)				1412				1										1												
10	SB-16 (2-4)				1415				1										1												HOLD
11																															
12																															

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS			
				TBY Fed Ex	1/25/22	15:00	C58	X	N	N

SAMPLER NAME AND SIGNATURE				
PRINT Name of SAMPLER:	Kirk Blevins	TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)
SIGNATURE of SAMPLER:					
DATE Signed:	1-24-22				

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Page : 1 Of

Section A	Section B	Section C
Required Client Information:	**Required Project Information:**	**Invoice Information:**
Company: SCS Engineers - Jacksonville, FL	Report To: Kirk Blevins	Attention:
Address: 14785 Old St. Augustine Road	Copy To:	Company Name:
Jacksonville, FL 32258		Address:
Email: kblevins@scsengineers.com	Purchase Order #:	Pace Quote: 00106026
Phone: (904)616-0481 Fax:	Project Name: Lakeview Estates	Pace Project Manager: todd.rea@pacelabs.com,
Requested Due Date:	Project #:	Pace Profile #: 10494-15,16

Regulatory Agency	State / Location
	FL

MATRIX CODE: Drinking Water DW; Water WT; Waste Water WW; Product P; Soil/Solid SL; Oil OL; Wipe WP; Air AR; Other OT; Tissue TS

ITEM #	SAMPLE ID (One Character per box. (A-Z, 0-9 / , -) Sample Ids must be unique)	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Analyses Test Y/N	Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-40 (0-0.5)			1/25/22	0900				1	1									1												
2	SB-40 (0.5-2)				0902				1	1									1												
3	SB-40 (2-4)				0904				1	1									1												HOLD
4	SB-40 (4-6)				0906				1	1									1												HOLD
5	SB-39 (0-0.5)				0930				1	1									1												
6	SB-39 (0.5-2)				0932				1	1									1												
7	SB-39 (2-4)				0935				1	1									1												HOLD
8	SB-39 (4-6)				0938				1	1									1												HOLD
9	SB-38 (0-0.5)				1000				1	1									1												
10	SB-38 (0.5-2)				1002				1	1									1												
11	SB-38 (2-4)				1004				1	1									1												HOLD
12	SB-38 (4-6)				1006				1	1									1												HOLD

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS			
				TRS/Pace	1/25/22	1540	15.8	Y	N	

SAMPLER NAME AND SIGNATURE					
PRINT Name of SAMPLER:	KIRK BLEVINS		TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)
SIGNATURE of SAMPLER:		DATE Signed: 1/25/22				

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CHAIN-OF-CUSTODY / Analytical Request Document

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Page : 1 Of 3

Section A Required Client Information:	Section B Required Project Information:	Section C Invoice Information:
Company: SCS Engineers - Jacksonville, FL	Report To: Kirk Blevins	Attention:
Address: 14785 Old St. Augustine Road	Copy To:	Company Name:
Jacksonville, FL 32258		Address:
Email: kblevins@scsengineers.com	Purchase Order #:	Pace Quote: 00106026
Phone: (904)616-0481 Fax:	Project Name: Lakeview Estates	Pace Project Manager: todd.rea@pacelabs.com,
Requested Due Date:	Project #:	Pace Profile #: 10494-15,16

Regulatory Agency	
State / Location	FL

ITEM #	SAMPLE ID One Character per box. (A-Z, 0-9 / , -) Sample Ids must be unique	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Analyses Test Y/N	Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
	Requested Analysis Filtered (Y/N)																															
1	SB-63 (0-0.5)			1/25/22	1030				2	2													1	1								
2	SB-63 (0.5-2)				1032				1	1									1													
3																																
4																																
5																																
6																																
7																																
8																																
9																																
10																																
11																																
12																																

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS			
				TPM/PACE	1/25/22	1540	15.8	X	N	X

SAMPLER NAME AND SIGNATURE					
PRINT Name of SAMPLER: Kirk Blevins		TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)
SIGNATURE of SAMPLER:	DATE Signed: 1/25/22				

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Page : 1 Of 1

Section A Required Client Information:		Section B Required Project Information:		Section C Invoice Information:	
Company:	SCS Engineers - Jacksonville, FL	Report To:	Kirk Blevins	Attention:	
Address:	14785 Old St. Augustine Road	Copy To:		Company Name:	
Jacksonville, FL 32258				Address:	
Email:	kblevins@scsengineers.com	Purchase Order #:		Pace Quote:	00106026
Phone:	(904)616-0481 Fax:	Project Name:	Lakeview Estates	Pace Project Manager:	todd.rea@pacelabs.com,
Requested Due Date:		Project #:		Pace Profile #:	10494-15,16

Regulatory Agency	State / Location
	FL

SAMPLE ID
One Character per box.
(A-Z, 0-9 / , -)
Sample Ids must be unique

MATRIX	CODE
Drinking Water	DW
Water	WT
Waste Water	WW
Product	P
Soil/Solid	SL
Oil	OL
Wipe	WP
Air	AR
Other	OT
Tissue	TS

Requested Analysis Filtered (Y/N)

ITEM #	SAMPLE ID	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Analyses Test Y/N	Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-61 0-0.5			12/14/22	1044				1										1												
2	" 0.5-2				1045				1										1												
3	" 2-4				1046				1										1												Hold
4	SB-8 0-0.5				1109				1										1												
5	" 0.5-2				1110				1										1												
6	" 2-4				1111				1										1												Hold
7	SB-4 0-0.5				1140				1										1												
8	" 0.5-2				1141				1										1												
9	" 2-4				1142				1										1												Hold
10	SB-37 0-0.5				1513				1										1												
11	" 0.5-2				1514				1										1												
12	" 2-4			↓	1515				1										1												Hold

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS			
				TRB/Pace	12/15/22	1540	1515	Y	N	Y

SAMPLER NAME AND SIGNATURE				
PRINT Name of SAMPLER:	Donovan Dorsey		TEMP in C	
SIGNATURE of SAMPLER:		DATE Signed: 12/15/22	Received on Ice (Y/N)	
			Custody Sealed Cooler (Y/N)	
			Samples Intact (Y/N)	

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Page : 2 Of 4

Section A Required Client Information:	Section B Required Project Information:	Section C Invoice Information:
Company: SCS Engineers - Jacksonville, FL	Report To: Kirk Blevins	Attention:
Address: 14785 Old St. Augustine Road	Copy To:	Company Name:
Jacksonville, FL 32258		Address:
Email: kblevins@scsengineers.com	Purchase Order #:	Pace Quote: 00106026
Phone: (904)616-0481 Fax:	Project Name: Lakeview Estates	Pace Project Manager: todd.rea@pacelabs.com,
Requested Due Date:	Project #:	Pace Profile #: 10494-15,16

Regulatory Agency	
State / Location	FL

MATRIX CODE: Drinking Water DW; Water WT; Waste Water WW; Product P; Soil/Solid SL; Oil OL; Wipe WP; Air AR; Other OT; Tissue TS

ITEM #	SAMPLE ID (One Character per box. (A-Z, 0-9 / , -) Sample Ids must be unique)	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Analyses Test Y/N	Requested Analysis Filtered (Y/N): Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-15 0-0.5	S	G	1/24/22	905				2														1	1							
2	" 0.5-2				906				1										1												
3	" 2-4				907				1										1												Hold
4	SB-20 0-0.5				957				1										1												
5	" 0.5-2				958				1										1												
6	" 2-4				959				1										1												Hold
7	" 4-6				1000				1										1												Hold
8	SB-29 0-0.5				[illegible]				2														1	1							
9	" 0.5-2				1122				1										1												
10	" 2-4				1123				1										1												Hold
11	" 4-6				1124				1										1												Hold
12	SB-42 0-0.5				1255				2														1	1							

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS			
				TPB/PACE	1/25/22	1540	1.5	X	N	N

SAMPLER NAME AND SIGNATURE

PRINT Name of SAMPLER:

SIGNATURE of SAMPLER: Donna Dey

DATE Signed: 1/25/22

TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)

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CHAIN-OF-CUSTODY / Analytical Request Document

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Page : 9 Of 10

Section A Required Client Information:	Section B Required Project Information:	Section C Invoice Information:
Company: SCS Engineers - Jacksonville, FL	Report To: Kirk Blevins	Attention:
Address: 14785 Old St. Augustine Road	Copy To:	Company Name:
Jacksonville, FL 32258		Address:
Email: kblevins@scsengineers.com	Purchase Order #:	Pace Quote: 00106026
Phone: (904)616-0481 Fax:	Project Name: Lakeview Estates	Pace Project Manager: todd.rea@pacelabs.com
Requested Due Date:	Project #:	Pace Profile #: 10494-15,16

Regulatory Agency	State / Location
	FL

MATRIX CODE: Drinking Water DW; Water WT; Waste Water WW; Product P; Soil/Solid SL; Oil OL; Wipe WP; Air AR; Other OT; Tissue TS

ITEM #	SAMPLE ID (One Character per box. (A-Z, 0-9 / , -) Sample Ids must be unique)	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Analyses Test Y/N	Requested Analysis Filtered (Y/N): Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-42 0-0.5-2	SL	G	1/25/22	1256				1									1	1											
2	" 2-4	"	"	"	1257				1									1	1											Hold
3	" 4-6	"	"	"	1258				1									1	1											Hold
4	SB-43 0-0.5	"	"	"	1333				1									1	1											
5	" 0.5-2	"	"	"	1334				1									1	1											
6	" 2-4	"	"	"	1335				1									1	1											Hold
7	SB-44 0-0.5	"	"	"	1345				1									1	1											
8	" 0.5-2	"	"	"	1346				1									1	1											
9	" 2-4	"	"	"	1347				1									1	1											Hold
10	SB-45 0-0.5	"	"	"	1356				1									1	1											
11	" 0.5-2	"	"	"	1357				1									1	1											
12	" 2-4	"	"	"	1358				1									1	1											Hold

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS: TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)
				TB/FedEx	1/25/22	15:49	1.5.8	Y	N	Y

SAMPLER NAME AND SIGNATURE

PRINT Name of SAMPLER: Duncan Riley

SIGNATURE of SAMPLER: [signature] DATE Signed: 1/25/22

CHAIN-OF-CUSTODY / Analytical Request Document

Pace Analytical
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Page : 10 Of 10

Section A Required Client Information:	Section B Required Project Information:	Section C Invoice Information:
Company: SCS Engineers - Jacksonville, FL	Report To: Kirk Blevins	Attention:
Address: 14785 Old St. Augustine Road	Copy To:	Company Name:
Jacksonville, FL 32258		Address:
Email: kblevins@scsengineers.com	Purchase Order #:	Pace Quote: 00106026
Phone: (904)616-0481 Fax:	Project Name: Lakeview Estates	Pace Project Manager: todd.rea@pacelabs.com,
Requested Due Date:	Project #:	Pace Profile #: 10494-15,16

Regulatory Agency
State / Location
FL

ITEM #	SAMPLE ID One Character per box. (A-Z, 0-9 / , -) Sample Ids must be unique	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Analyses Test Y/N	Requested Analysis Filtered (Y/N): Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-50 0-0.5	S	G	1/25/22	1432				1										1											
2	" 0.5-2				1431				1										1											
3	" 2-4				1432				1										1											Hold
4	SB-51 0-0.5				1446				1										1											
5	" 0.5-2				1447				1										1											
6	" 2-4				1448				1										1											Hold
7																														
8																														
9																														
10																														
11																														
12																														

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS: TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)
				FEDEX Ground	1/26/22	15:44	4.5	Y	N	N

SAMPLER NAME AND SIGNATURE

PRINT Name of SAMPLER: Devon Dray

SIGNATURE of SAMPLER: [signature]

DATE Signed: 1/25/22

Project #
Project Manager:
Client:

WO# : 35692487

PM: TSR Due Date: 02/01/22
CLIENT: SCSJAX

Date and Initials of person:
Examining contents: ZRH
Label:
Deliver:
pH:

Thermometer Used: T-393 Date: 1/25/22 Time: 15:40 Initials: TPP

State of Origin: ☐ For WV projects, all containers verified to ≤6 °C

Cooler #1 Temp.°C	15.4 (Visual)	+0.0 (Correction Factor)	15.4 (Actual)	☑ Samples on ice, cooling process has begu
Cooler #2 Temp.°C	15.8 (Visual)	+0.0 (Correction Factor)	15.8 (Actual)	☑ Samples on ice, cooling process has begu
Cooler #3 Temp.°C	(Visual)	(Correction Factor)	(Actual)	☐ Samples on ice, cooling process has begu
Cooler #4 Temp.°C	(Visual)	(Correction Factor)	(Actual)	☐ Samples on ice, cooling process has begu
Cooler #5 Temp.°C	(Visual)	(Correction Factor)	(Actual)	☐ Samples on ice, cooling process has begu
Cooler #6 Temp.°C	(Visual)	(Correction Factor)	(Actual)	☐ Samples on ice, cooling process has begu

Recheck for OOT °C (Visual) (Correction Factor) (Actual) Time: Initials:

Courier: ☐ Fed Ex ☐ UPS ☐ USPS ☑ Client ☐ Commercial ☐ Pace ☐ Other

Shipping Method: ☐ First Overnight ☐ Priority Overnight ☐ Standard Overnight ☐ Ground ☐ International Priority ☐ Other

Billing: ☐ Recipient ☐ Sender ☐ Third Party ☐ Credit Card ☐ Unknown

Tracking #

Custody Seal on Cooler/Box Present: ☐ Yes ☑ No Seals intact: ☐ Yes ☐ No Ice: Wet Blue Melted None

Packing Material: ☑ Bubble Wrap ☐ Bubble Bags ☑ None ☐ Other

Samples shorted to lab (If Yes, complete) Shorted Date: Shorted Time: Qty:

		Comments:
Chain of Custody Present	☑Yes ☐No ☐N/A	
Chain of Custody Filled Out	☑Yes ☐No ☐N/A	
Relinquished Signature & Sampler Name COC	☐Yes ☑No ☐N/A	No Relinquished signature
Samples Arrived within Hold Time	☑Yes ☐No ☐N/A	
Rush TAT requested on COC	☐Yes ☑No ☐N/A	
Sufficient Volume	☑Yes ☐No ☐N/A	
Correct Containers Used	☑Yes ☐No ☐N/A	
Containers Intact	☑Yes ☐No ☐N/A	
Sample Labels match COC (sample IDs & date/time of collection)	☐Yes ☑No ☐N/A	
All containers needing acid/base preservation have been checked.	☐Yes ☐No ☑N/A	Preservation Information: Preservative:
All Containers needing preservation are found to be in compliance with EPA recommendation: Exceptions: Vials, Microbiology, O&G, PFAS	☐Yes ☐No ☑N/A	Lot #/Trace #: Date: Time: Initials:
Headspace in VOA Vials? (>6mm):	☐Yes ☐No ☑N/A	
Trip Blank Present:	☐Yes ☐No ☑N/A	

Comments/ Resolution (use back for additional comments):
SAMP SB63 (0-0.5) on jg 6 of ID on COC SAMP ID on Container states SB62 (0-0.5) 1-25-22 @ 1030

WO# : 35692487

35692487

CHAIN-OF-CUSTODY / Analytical Request Document

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Section C Invoice Information:			
Company: SCS Engineers - Jacksonville, FL	Report To: Kirk Blevins	Attention:	
Address: 14785 Old St. Augustine Road	Copy To:	Company Name:	Regulatory Agency
Jacksonville, FL 32258		Address:	
Email: kblevins@scsengineers.com	Purchase Order #:	Pace Quote: 00106026	
Phone: (904)616-0481 Fax:	Project Name: Lakeview Estates	Pace Project Manager: todd.rea@pacelabs.com,	State / Location
Requested Due Date:	Project #:	Pace Profile #: 10494-15,16	FL

ITEM #	SAMPLE ID (One Character per box. (A-Z, 0-9 / , -) Sample Ids must be unique)	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Requested Analysis Filtered (Y/N) Y/N	Analyses Test: Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-69 (0-0.5)			1-24-22	1225				1										1											
2	SB-69 (0.5-2)				1228				1										1											
3	SB-69 (2-4)				1230				1										1											HOLD
4	SB-69 (4-6)				1233				1										1											
5	SB-65 (0.0.5)				1240				1										1											
6	SB-65 (0.5-2)				1242				1										1											
7	SB-65 (2-4)				1245				1										1											HOLD
8	SB-21 (0-0.5)				1315				1										1											
9	SB-21 (0.5-2)				1317				1										1											
10	SB-21 (2-4)				1320				1										1											HOLD
11	SB-66 (0.0.5)				1325				1										1											
12	SB-66 (0.5-2)			✓	1327				1										1											

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS
				TB/Pace	1/25/22	15:40	15.8 Y N N

SAMPLER NAME AND SIGNATURE

PRINT Name of SAMPLER: Kirk Blevins

SIGNATURE of SAMPLER: [signature] DATE Signed: 1-24-22

TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)

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CHAIN-OF-CUSTODY / Analytical Request Document

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Page : 1 Of 5

Section A Required Client Information:	Section B Required Project Information:	Section C Invoice Information:
Company: SCS Engineers - Jacksonville, FL	Report To: Kirk Blevins	Attention:
Address: 14785 Old St. Augustine Road	Copy To:	Company Name:
Jacksonville, FL 32258		Address:
Email: kblevins@scsengineers.com	Purchase Order #:	Pace Quote: 00106026
Phone: (904)616-0481 Fax:	Project Name: Lakeview Estates	Pace Project Manager: todd.rea@pacelabs.com,
Requested Due Date:	Project #:	Pace Profile #: 10494-15,16

Regulatory Agency: FL

MATRIX CODE: Drinking Water DW; Water WT; Waste Water WW; Product P; Soil/Solid SL; Oil OL; Wipe WP; Air AR; Other OT; Tissue TS

ITEM #	SAMPLE ID (One Character per box. (A-Z, 0-9 / , -) Sample Ids must be unique)	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Analyses Test Y/N	Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-17 (0-0.5)			1-24-22	1110				1										1												
2	SB-17 (0.5-2)				1113				1										1												
3	SB-17 (2-4)				1115				1										1												HOLD
4	SB-19 (0-0.5)				1130				1										1												
5	SB-19 (0.5-2)				1132				1										1												
6	SB-19 (2-4)				1135				1										1												HOLD
7	SB-64 (0-0.5)				1140				1										1												
8	SB-64 (0.5-2)				1143				1										1												
9	SB-64 (2-4)				1145				1										1												HOLD
10	SB-22 (0-0.5)				1155				1										1												
11	SB-22 (0.5-2)				1158				1										1												
12	SB-22 (2-4)			↓	1200				1										1												HOLD

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS			
				TB/RAC	1/25/22	1540	158	X	N	N

SAMPLER NAME AND SIGNATURE

PRINT Name of SAMPLER: KIRK BLEVINS

SIGNATURE of SAMPLER: [signature]

DATE Signed: 1-24-22

TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)

CHAIN-OF-CUSTODY / Analytical Request Document

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Page : 1 Of

Section A	Section B	Section C
Required Client Information:	**Required Project Information:**	**Invoice Information:**
Company: SCS Engineers - Jacksonville, FL	Report To: Kirk Blevins	Attention:
Address: 14785 Old St. Augustine Road	Copy To:	Company Name:
Jacksonville, FL 32258		Address:
Email: kblevins@scsengineers.com	Purchase Order #:	Pace Quote: 00106026
Phone: (904)616-0481 Fax:	Project Name: Lakeview Estates	Pace Project Manager: todd.rea@pacelabs.com
Requested Due Date:	Project #:	Pace Profile #: 10494-15,16

Regulatory Agency

State / Location: FL

SAMPLE ID
One Character per box.
(A-Z, 0-9 / , -)
Sample Ids must be unique

MATRIX	CODE
Drinking Water	DW
Water	WT
Waste Water	WW
Product	P
Soil/Solid	SL
Oil	OL
Wipe	WP
Air	AR
Other	OT
Tissue	TS

ITEM #	SAMPLE ID	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Analyses Test Y/N	Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-14 (0-0.5)			1/24/22	1000				1										1												
2	SB-14 (0.5-2)				1002				1										1												
3	SB-14 (2-4)				1005				1										1												HOLD
4	SB-13 (0-0.5)				1015				1										1												
5	SB-13 (0.5-2)				1018				1										1												
6	SB-13 (2-4)				1020				1										1												HOLD
7	SB-14 (4-6)				1008				1										1												HOLD
8	SB-13 (4-5)				1035				1										1												HOLD
9	SB-63 (0-0.5)				1055				1										1												
10	SB-63 (0.5-2)				1058				1										1												
11	SB-63 (2-4)				1100				1										1												HOLD
12	~~SB-63 (4-)~~				1103	KB	1.24.22																								

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS
				TRB/Pace	1/25/22	15:40	1.5 X N Y

SAMPLER NAME AND SIGNATURE

PRINT Name of SAMPLER: KIRK BLEVINS

SIGNATURE of SAMPLER: [signature]

DATE Signed: 1-24-22

TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)

CHAIN-OF-CUSTODY / Analytical Request Document

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Page : 1 Of 4

Section A Required Client Information:		Section B Required Project Information:		Section C Invoice Information:	
Company:	SCS Engineers - Jacksonville, FL	Report To:	Kirk Blevins	Attention:	
Address:	14785 Old St. Augustine Road	Copy To:		Company Name:	
	Jacksonville, FL 32258			Address:	
Email:	kblevins@scsengineers.com	Purchase Order #:		Pace Quote:	00106026
Phone:	(904)616-0481 Fax:	Project Name:	Lakeview Estates	Pace Project Manager:	todd.rea@pacelabs.com,
Requested Due Date:		Project #:		Pace Profile #:	10494-15,16

Regulatory Agency
State / Location
FL

ITEM #	SAMPLE ID (One Character per box. (A-Z, 0-9 / , -) Sample Ids must be unique)	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Analyses Test Y/N	Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-66 (2-4)			1/24/22	1330				1										1												HOLD
2	SB-18 (0-0.5)				1337	1335			1										1												
3	SB-18 (0.5-2)				~~1340~~	1337			1										1												
4	SB-18 (2-4)				~~1345~~	1340			1										1												HOLD
5	SB-67 (0-0.5)				~~1347~~	1345			1										1												
6	SB-67 (0.5-2)				~~1350~~	1347			1										1												
7	SB-67 (2-4)				1350				1										1												HOLD
8	SB-16 (0-0.5)				1410				1										1												
9	SB-16 (0.5-2)				1412				1										1												
10	SB-16 (2-4)				1415				1										1												HOLD
11																															
12																															

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS			
				TBY Fed Ex	1/25/22	15:00	C58	X	N	N

SAMPLER NAME AND SIGNATURE				
PRINT Name of SAMPLER:	Kirk Blevins			
SIGNATURE of SAMPLER:		DATE Signed:	1-24-22	

TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)

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CHAIN-OF-CUSTODY / Analytical Request Document

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5 of 10

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Page : 1 Of 2

Section A Required Client Information:		Section B Required Project Information:		Section C Invoice Information:	
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Address:	14785 Old St. Augustine Road	Copy To:		Company Name:	
	Jacksonville, FL 32258			Address:	
Email:	kblevins@scsengineers.com	Purchase Order #:		Pace Quote:	00106026
Phone:	(904)616-0481 Fax:	Project Name:	Lakeview Estates	Pace Project Manager:	todd.rea@pacelabs.com,
Requested Due Date:		Project #:		Pace Profile #:	10494-15,16

Regulatory Agency
State / Location
FL

ITEM #	SAMPLE ID One Character per box. (A-Z, 0-9 / , -) Sample Ids must be unique	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Requested Analysis Filtered (Y/N) Y/N	Analyses Test: Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-40 (0-0.5)			1/25/22	0900				1	1									1										
2	SB-40 (0.5-2)				0902				1	1									1										
3	SB-40 (2-4)				0904				1	1									1										HOLD
4	SB-40 (4-6)				0906				1	1									1										HOLD
5	SB-39 (0-0.5)				0930				1	1									1										
6	SB-39 (0.5-2)				0932				1	1									1										
7	SB-39 (2-4)				0935				1	1									1										HOLD
8	SB-39 (4-6)				0938				1	1									1										HOLD
9	SB-38 (0-0.5)				1000				1	1									1										
10	SB-38 (0.5-2)				1002				1	1									1										
11	SB-38 (2-4)				1004				1	1									1										HOLD
12	SB-38 (4-6)				1006				1	1									1										HOLD

MATRIX	CODE
Drinking Water	DW
Water	WT
Waste Water	WW
Product	P
Soil/Solid	SL
Oil	OL
Wipe	WP
Air	AR
Other	OT
Tissue	TS

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS
				TRS/Pace	1/25/22	1540	1.5/X Y N

SAMPLER NAME AND SIGNATURE

PRINT Name of SAMPLER: Kirk Blevins

SIGNATURE of SAMPLER: [signature] DATE Signed: 1/25/22

TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)

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Page : 1 Of 3

Section A Required Client Information:	Section B Required Project Information:	Section C Invoice Information:	
Company: SCS Engineers - Jacksonville, FL	Report To: Kirk Blevins	Attention:	
Address: 14785 Old St. Augustine Road	Copy To:	Company Name:	Regulatory Agency
Jacksonville, FL 32258		Address:	
Email: kblevins@scsengineers.com	Purchase Order #:	Pace Quote: 00106026	
Phone: (904)616-0481 Fax:	Project Name: Lakeview Estates	Pace Project Manager: todd.rea@pacelabs.com,	State / Location
Requested Due Date:	Project #:	Pace Profile #: 10494-15,16	FL

ITEM #	SAMPLE ID One Character per box. (A-Z, 0-9 / , -) Sample Ids must be unique MATRIX / CODE: Drinking Water DW; Water WT; Waste Water WW; Product P; Soil/Solid SL; Oil OL; Wipe WP; Air AR; Other OT; Tissue TS	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Analyses Test Y/N	Requested Analysis Filtered (Y/N): Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-62 (0-0.5)			1/25/22	1030				2	2													1	1							
2	SB-62 (0.5-2)				1032				1	1											1										
3																															
4																															
5																															
6																															
7																															
8																															
9																															
10																															
11																															
12																															

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS			
				TRP/PACE	1/25/22	1540	1.5	X	N	X

SAMPLER NAME AND SIGNATURE

PRINT Name of SAMPLER: Kirk Blevins

SIGNATURE of SAMPLER: [signature] DATE Signed: 1/25/22

TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)

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Section A Required Client Information:		Section B Required Project Information:		Section C Invoice Information:	
Company:	SCS Engineers - Jacksonville, FL	Report To:	Kirk Blevins	Attention:	
Address:	14785 Old St. Augustine Road	Copy To:		Company Name:	
Jacksonville, FL 32258				Address:	
Email:	kblevins@scsengineers.com	Purchase Order #:		Pace Quote:	00106026
Phone:	(904)616-0481 Fax:	Project Name:	Lakeview Estates	Pace Project Manager:	todd.rea@pacelabs.com,
Requested Due Date:		Project #:		Pace Profile #:	10494-15,16

Regulatory Agency	State / Location
	FL

MATRIX CODE: Drinking Water DW; Water WT; Waste Water WW; Product P; Soil/Solid SL; Oil OL; Wipe WP; Air AR; Other OT; Tissue TS

ITEM #	SAMPLE ID (One Character per box. (A-Z, 0-9 / , -) Sample Ids must be unique)	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Requested Analysis Filtered (Y/N) Y/N	Analyses Test: Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-61 0-0.5			12/12/22	1044				1										1											
2	" 0.5-2				1045				1										1											
3	" 2-4				1046				1										1											Hold
4	SB-8 0-0.5				1109				1										1											
5	" 0.5-2				1110				1										1											
6	" 2-4				1111				1										1											Hold
7	SB-4 0-0.5				1440				1										1											
8	" 0.5-2				1441				1										1											
9	" 2-4				1442				1										1											Hold
10	SB-37 0-0.5				1513				1										1											
11	" 0.5-2				1514				1										1											
12	" 2-4			↓	1515				1										1											Hold

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS			
				TRB/Pace	12/15/22	1540	1515	Y	N	Y

SAMPLER NAME AND SIGNATURE				
PRINT Name of SAMPLER:	Donovan Dorsey	TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)
SIGNATURE of SAMPLER:	DATE Signed: 12/15/22				

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Page : 2 Of 4

Section A	Section B	Section C
Required Client Information:	**Required Project Information:**	**Invoice Information:**
Company: SCS Engineers - Jacksonville, FL	Report To: Kirk Blevins	Attention:
Address: 14785 Old St. Augustine Road	Copy To:	Company Name:
Jacksonville, FL 32258		Address:
Email: kblevins@scsengineers.com	Purchase Order #:	Pace Quote: 00106026
Phone: (904)616-0481 Fax:	Project Name: Lakeview Estates	Pace Project Manager: todd.rea@pacelabs.com,
Requested Due Date:	Project #:	Pace Profile #: 10494-15,16

Regulatory Agency	State / Location
	FL

MATRIX CODE: Drinking Water DW; Water WT; Waste Water WW; Product P; Soil/Solid SL; Oil OL; Wipe WP; Air AR; Other OT; Tissue TS

SAMPLE ID
One Character per box.
(A-Z, 0-9 / , -)
Sample Ids must be unique

ITEM #	SAMPLE ID	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Analyses Test Y/N	Requested Analysis Filtered (Y/N): Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-15 0-0.5	S	G	1/24/22	905				2														1	1							
2	" 0.5-2				906				1										1												
3	" 2-4				907				1										1												Hold
4	SB-20 0-0.5				957				1										1												
5	" 0.5-2				958				1										1												
6	" 2-4				959				1										1												Hold
7	" 4-6				1000				1										1												Hold
8	SB-29 0-0.5				[illegible]				2														1	1							
9	" 0.5-2				1122				1										1												
10	" 2-4				1123				1										1												Hold
11	" 4-6				1124				1										1												Hold
12	SB-42 0-0.5				1255				2														1	1							

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS
				TPB/PACE	1/25/22	1540	155 X N N

SAMPLER NAME AND SIGNATURE

PRINT Name of SAMPLER: Duncan Berry

SIGNATURE of SAMPLER: [signature] DATE Signed: 1/25/22

TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)

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Page : 9 Of 10

Section A Required Client Information:	Section B Required Project Information:	Section C Invoice Information:
Company: SCS Engineers - Jacksonville, FL	Report To: Kirk Blevins	Attention:
Address: 14785 Old St. Augustine Road	Copy To:	Company Name:
Jacksonville, FL 32258		Address:
Email: kblevins@scsengineers.com	Purchase Order #:	Pace Quote: 00106026
Phone: (904)616-0481 Fax:	Project Name: Lakeview Estates	Pace Project Manager: todd.rea@pacelabs.com
Requested Due Date:	Project #:	Pace Profile #: 10494-15,16

Regulatory Agency	State / Location
	FL

MATRIX CODE: Drinking Water DW; Water WT; Waste Water WW; Product P; Soil/Solid SL; Oil OL; Wipe WP; Air AR; Other OT; Tissue TS

ITEM #	SAMPLE ID (One Character per box. (A-Z, 0-9 / , -) Sample Ids must be unique)	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Analyses Test Y/N	Requested Analysis Filtered (Y/N): Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-42 0-0.5-2	SL	G	1/25/22	1256				1										1											
2	" 2-4				1257				1										1											Hold
3	" 4-6				1258				1										1											Hold
4	SB-43 0-0.5				1333				1										1											
5	" 0.5-2				1334				1										1											
6	" 2-4				1335				1										1											Hold
7	SB-44 0-0.5				1345				1										1											
8	" 0.5-2				1346				1										1											
9	" 2-4				1347				1										1											Hold
10	SB-45 0-0.5				1356				1										1											
11	" 0.5-2				1357				1										1											
12	" 2-4				1358				1										1											Hold

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS: TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)
				TB/FAC	1/25/22	1514	1.58	Y	N	Y

SAMPLER NAME AND SIGNATURE

PRINT Name of SAMPLER: Duncan Riley

SIGNATURE of SAMPLER: [signature] DATE Signed: 1/25/22

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Page : 10 Of 10

Section A Required Client Information:	Section B Required Project Information:	Section C Invoice Information:	
Company: SCS Engineers - Jacksonville, FL	Report To: Kirk Blevins	Attention:	
Address: 14785 Old St. Augustine Road	Copy To:	Company Name:	
Jacksonville, FL 32258		Address:	Regulatory Agency
Email: kblevins@scsengineers.com	Purchase Order #:	Pace Quote: 00106026	
Phone: (904)616-0481 Fax:	Project Name: Lakeview Estates	Pace Project Manager: todd.rea@pacelabs.com,	State / Location
Requested Due Date:	Project #:	Pace Profile #: 10494-15,16	FL

ITEM #	SAMPLE ID One Character per box. (A-Z, 0-9 / , -) Sample Ids must be unique	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED START DATE	COLLECTED START TIME	COLLECTED END DATE	COLLECTED END TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Analyses Test Y/N	Requested Analysis Filtered (Y/N): Arsenic (6010 S)	BTEX/MTBE (8260 SWP)	PAH (8270 SSMW), TRPH (FL-PRO SMW)	OCP (8081 SMW), 8 RCRA (6010 S, 7471 S)	Herbicides (8151)	Arsenic (6020 W)	BTEX/MTBE (8260 WBTEX)	PAH (8270 PAHLV)	TRPH (FLPRO WLV)	OCP (8081 W)	8 RCRA (6020 W, 7470 W)	Herbicides (8151)	Residual Chlorine (Y/N)	
1	SB-50 0-0.5	S	G	1/25/22	1432				1										1											
2	" 0.5-2				1431				1										1											
3	" 2-4				1432				1										1											Hold
4	SB-51 0-0.5				1446				1										1											
5	" 0.5-2				1447				1										1											
6	" 2-4				1448				1										1											Hold
7																														
8																														
9																														
10																														
11																														
12																														

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS			
				[illegible] Rea	1/26/22	15:40	1.6	Y	N	N

SAMPLER NAME AND SIGNATURE			TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)
PRINT Name of SAMPLER:	Dewan Dray					
SIGNATURE of SAMPLER:	[signature]	DATE Signed: 1/25/22				

ATTACHMENT C | MONITORING WELL CONSTRUCTION LOG

Florida Department of Environmental Protection - Division of Waste Management - Bureau of Petroleum Storage Systems

WELL CONSTRUCTION AND DEVELOPMENT LOG

WELL CONSTRUCTION DATA

Well Number:	Site Name:	FDEP Facility I.D. Number:	Well Install Date(s):
TMW-17	Lakeview estate	NA	25-Jan-2022

Well Location and Type (check appropriate boxes):
- [x] On-Site
- [ ] Right-of-Way
- [ ] Off-Site Private Property
- [x] Above Grade (AG)
- [ ] Flush-to-Grade

If AG, list feet of riser above land surface: 3

Well Purpose:
- [ ] Perched Monitoring
- [x] Shallow (Water-Table) Monitoring
- [ ] Intermediate or Deep Monitoring
- [ ] Remediation or Other (describe)

Well Install Method: Direct Push

Surface Casing Install Method: NA

Borehole Depth (feet):	Well Depth (feet):	Borehole Diameter (inches):	Manhole Diameter (inches):	Well Pad Size: NA
16	19	3.25	NA	____ feet by ____ feet

Riser Diameter and Material:	Riser/Screen Connections:	Riser Length:
1.5" Sch. 40 PVC	[x] Flush-Threaded [ ] Other (describe)	9 feet from +3 feet to -6 feet

Screen Diameter and Material:	Screen Slot Size:	Screen Length:
1.5" Sch. 40 Slotted PVC	0.01"	10 feet from -6 feet to -16 feet

1st Surface Casing Material:	1st Surface Casing I.D. (inches):	1st Surface Casing Length:
NA also check: [ ] Permanent [ ] Temporary	NA	NA feet from ____ feet to ____ feet

2nd Surface Casing Material:	2nd Surface Casing I.D. (inches):	2nd Surface Casing Length:
NA also check: [ ] Permanent [ ] Temporary	NA	NA feet from ____ feet to ____ feet

3rd Surface Casing Material:	3rd Surface Casing I.D. (inches):	3rd Surface Casing Length:
NA also check: [ ] Permanent [ ] Temporary	NA	NA feet from ____ feet to ____ feet

Filter Pack Material and Size:	Prepacked Filter Around Screen (check one):	Filter Pack Length:
20/30 Silica Sand	[x] Yes [ ] No	12 feet from -16 feet to -4.00 feet

Filter Pack Seal Material and Size:	Filter Pack Seal Length:
20/30	3 feet from -4.00 feet to -1.00 feet

Surface Seal Material:	Surface Seal Length:
Fine Grout	1 feet from -1.00 feet to 0.00 feet

WELL DEVELOPMENT DATA

Well Development Date:	Well Development Method (check one):
25-Jan-2022	[ ] Surge/Pum [x] Pump [ ] Compressed Air [ ] Other (describe)

Development Pump Type (check):	Depth to Groundwater (before developing in feet):
[x] Centrifugal [ ] Peristaltic [ ] Submersible [ ] Other (describe)	11 TD

Pumping Rate (gallons per minute):	Maximum Drawdown of Groundwater During Development (feet):	Well Purged Dry (check one):
0.84	1.6	[ ] Yes [x] No

Pumping Condition (check one):	Total Development Water Removed (gallons):	Development Duration (minutes):	Development Water Drummed (check one):
[x] Continuous [ ] Intermittent	38	45	[ ] Yes [x] No

Water Appearance (color and odor) At Start of Development:	Water Appearance (color and odor) At End of Development:
Brown no odor	Clear with No Odor

WELL CONSTRUCTION OR DEVELOPMENT REMARKS

ATTACHMENT D | GROUNDWATER ANALYTICAL REPORT

Pace Analytical Services, LLC
8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

March 09, 2022

Mr. Kirk A. Blevins
SCS Engineers - Jacksonville, FL
14785 Old St. Augustine Road
Suite 300
Jacksonville, FL 32258

RE: Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Dear Mr. Blevins:

Enclosed are the analytical results for sample(s) received by the laboratory on February 02, 2022. The results relate only to the samples included in this report. Results reported herein conform to the applicable TNI/NELAC Standards and the laboratory's Quality Manual, where applicable, unless otherwise noted in the body of the report.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:

- Pace Analytical Services - Ormond Beach

(Ormond Beach, FL) - Revision 1 - This report replaces the 2/16/22 report. This project was revised on 3/9/22 to correct scheduling errors which led to reporting errors on the original report.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Todd Rea
todd.rea@pacelabs.com
(904) 903-7948
Project Manager

Enclosures

cc: Maggie Horty, SCS Engineers

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Pace Analytical Services, LLC
8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

CERTIFICATIONS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Pace Analytical Services Ormond Beach
8 East Tower Circle, Ormond Beach, FL 32174
Alaska DEC- CS/UST/LUST
Alabama Certification #: 41320
Colorado Certification: FL NELAC Reciprocity
Connecticut Certification #: PH-0216
Delaware Certification: FL NELAC Reciprocity
Florida Certification #: E83079
Georgia Certification #: 955
Guam Certification: FL NELAC Reciprocity
Hawaii Certification: FL NELAC Reciprocity
Illinois Certification #: 200068
Indiana Certification: FL NELAC Reciprocity
Kansas Certification #: E-10383
Kentucky Certification #: 90050
Louisiana Certification #: FL NELAC Reciprocity
Louisiana Environmental Certificate #: 05007
Maine Certification #: FL01264
Maryland Certification: #346
Michigan Certification #: 9911
Mississippi Certification: FL NELAC Reciprocity
Missouri Certification #: 236
Montana Certification #: Cert 0074
Nebraska Certification: NE-OS-28-14
New Hampshire Certification #: 2958
New Jersey Certification #: FL022
New York Certification #: 11608
North Carolina Environmental Certificate #: 667
North Carolina Certification #: 12710
North Dakota Certification #: R-216
Ohio DEP 87780
Oklahoma Certification #: D9947
Pennsylvania Certification #: 68-00547
Puerto Rico Certification #: FL01264
South Carolina Certification: #96042001
Tennessee Certification #: TN02974
Texas Certification: FL NELAC Reciprocity
US Virgin Islands Certification: FL NELAC Reciprocity
Virginia Environmental Certification #: 460165
West Virginia Certification #: 9962C
Wisconsin Certification #: 399079670
Wyoming (EPA Region 8): FL NELAC Reciprocity

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Pace Analytical Services, LLC
8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

SAMPLE SUMMARY

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Lab ID	Sample ID	Matrix	Date Collected	Date Received
35694108001	**TMW-16**	Water	02/02/22 08:10	02/02/22 16:35
35694108002	**TMW-20**	Water	02/02/22 09:20	02/02/22 16:35
35694108003	**TMW-19**	Water	02/02/22 10:20	02/02/22 16:35
35694108004	**TMW-18**	Water	02/02/22 11:30	02/02/22 16:35
35694108005	**TMW-8**	Water	02/02/22 12:33	02/02/22 16:35
35694108006	**TMW-17**	Water	02/02/22 14:20	02/02/22 16:35
35694108007	**TMW-1**	Water	02/02/22 15:10	02/02/22 16:35
35694108008	**TMW-16-F**	Water	02/02/22 08:10	02/02/22 16:35
35694108009	**TMW-20-F**	Water	02/02/22 09:20	02/02/22 16:35
35694108010	**TMW-19-F**	Water	02/02/22 10:20	02/02/22 16:35
35694108011	**TMW-8-F**	Water	02/02/22 12:33	02/02/22 16:35
35694108012	**TMW-17-F**	Water	02/02/22 14:20	02/02/22 16:35
35694108013	**TMW-1-F**	Water	02/02/22 15:10	02/02/22 16:35

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Pace Analytical Services, LLC
8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

SAMPLE ANALYTE COUNT

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
35694108001	**TMW-16**	EPA 8081	CB1	22	PASI-O
		EPA 6010	KC2	1	PASI-O
35694108002	**TMW-20**	EPA 8081	CB1	22	PASI-O
		EPA 6020	PMB	7	PASI-O
		EPA 7470	JNK	1	PASI-O
35694108003	**TMW-19**	FL-PRO	PKC	3	PASI-O
		EPA 6020	PMB	7	PASI-O
		EPA 7470	JNK	1	PASI-O
		EPA 8270 by SIM	JPB	20	PASI-O
		EPA 8260	AST	8	PASI-O
35694108004	**TMW-18**	FL-PRO	PKC	3	PASI-O
		EPA 6020	PMB	7	PASI-O
		EPA 7470	JNK	1	PASI-O
		EPA 8270 by SIM	JPB	20	PASI-O
		EPA 8260	AST	8	PASI-O
35694108005	**TMW-8**	EPA 8081	CB1	22	PASI-O
		EPA 6020	PMB	1	PASI-O
35694108006	**TMW-17**	EPA 8081	CB1	22	PASI-O
		EPA 6020	PMB	1	PASI-O
35694108007	**TMW-1**	EPA 8081	CB1	22	PASI-O
		EPA 6020	PMB	1	PASI-O
35694108008	**TMW-16-F**	EPA 6020	PMB	1	PASI-O
35694108009	**TMW-20-F**	EPA 6020	LEC	7	PASI-O
		EPA 7470	JNK	1	PASI-O
35694108010	**TMW-19-F**	EPA 6020	LEC	7	PASI-O
		EPA 7470	JNK	1	PASI-O
35694108011	**TMW-8-F**	EPA 6020	PMB	1	PASI-O
35694108012	**TMW-17-F**	EPA 6020	PMB	1	PASI-O
35694108013	**TMW-1-F**	EPA 6020	PMB	1	PASI-O

PASI-O = Pace Analytical Services - Ormond Beach

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SUMMARY OF DETECTION

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Lab Sample ID / Method	Client Sample ID / Parameters	Result	Units	Report Limit	Analyzed	Qualifiers
35694108002	**TMW-20**					
EPA 6020	Arsenic	225	ug/L	5.0	02/03/22 23:47	
EPA 6020	Barium	42.0	ug/L	5.0	02/03/22 23:47	
EPA 6020	Chromium	22.0	ug/L	5.0	02/03/22 23:47	
EPA 6020	Lead	15.0	ug/L	5.0	02/03/22 23:47	
EPA 7470	Mercury	0.090 I	ug/L	0.20	02/14/22 13:39	
35694108003	**TMW-19**					
EPA 6020	Barium	80.3	ug/L	40.0	02/03/22 23:50	D3
EPA 6020	Chromium	175	ug/L	40.0	02/03/22 23:50	D3
EPA 6020	Lead	53.1	ug/L	40.0	02/03/22 23:50	D3
EPA 8270 by SIM	Acenaphthene	0.24 I	ug/L	0.50	02/06/22 07:49	
EPA 8270 by SIM	Fluoranthene	0.030 I	ug/L	0.50	02/06/22 07:49	
35694108004	**TMW-18**					
EPA 6020	Arsenic	16.3	ug/L	5.0	02/03/22 23:53	
EPA 6020	Barium	569	ug/L	5.0	02/03/22 23:53	
EPA 6020	Cadmium	3.3	ug/L	0.50	02/03/22 23:53	
EPA 6020	Chromium	190	ug/L	5.0	02/03/22 23:53	
EPA 6020	Lead	216	ug/L	5.0	02/03/22 23:53	
EPA 6020	Silver	3.2	ug/L	2.5	02/03/22 23:53	
35694108005	**TMW-8**					
EPA 6020	Arsenic	2.8 I	ug/L	5.0	02/03/22 23:57	
35694108006	**TMW-17**					
EPA 6020	Arsenic	3.9 I	ug/L	5.0	02/04/22 00:00	
35694108008	**TMW-16-F**					
EPA 6020	Arsenic, Dissolved	1.1	ug/L	1.0	02/03/22 10:22	
35694108009	**TMW-20-F**					
EPA 6020	Arsenic	199	ug/L	1.0	02/07/22 15:28	
EPA 6020	Barium	9.0	ug/L	1.0	02/07/22 15:28	
EPA 6020	Chromium	1.7	ug/L	1.0	02/07/22 15:28	
35694108010	**TMW-19-F**					
EPA 6020	Arsenic	2.2	ug/L	1.0	02/07/22 15:30	
EPA 6020	Barium	9.9	ug/L	1.0	02/07/22 15:30	
EPA 6020	Chromium	6.2	ug/L	1.0	02/07/22 15:30	
EPA 6020	Selenium	1.3 I	ug/L	2.0	02/07/22 15:30	
35694108011	**TMW-8-F**					
EPA 6020	Arsenic, Dissolved	1.7	ug/L	1.0	02/03/22 10:27	
35694108012	**TMW-17-F**					
EPA 6020	Arsenic, Dissolved	2.1	ug/L	1.0	02/03/22 10:29	
35694108013	**TMW-1-F**					
EPA 6020	Arsenic, Dissolved	1.9 I	ug/L	2.0	02/03/22 10:31	

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Sample: TMW-16 **Lab ID: 35694108001** Collected: 02/02/22 08:10 Received: 02/02/22 16:35 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8081 GCS Pesticides	Analytical Method: EPA 8081 Preparation Method: EPA 3510 Pace Analytical Services - Ormond Beach								
Aldrin	**0.0039 U**	ug/L	0.0097	0.0039	1	02/03/22 19:30	02/08/22 13:50	309-00-2	1p
alpha-BHC	**0.0020 U**	ug/L	0.0097	0.0020	1	02/03/22 19:30	02/08/22 13:50	319-84-6	1p
beta-BHC	**0.019 U**	ug/L	0.029	0.019	1	02/03/22 19:30	02/08/22 13:50	319-85-7	1p
delta-BHC	**0.0047 U**	ug/L	0.0097	0.0047	1	02/03/22 19:30	02/08/22 13:50	319-86-8	1p
gamma-BHC (Lindane)	**0.0021 U**	ug/L	0.0097	0.0021	1	02/03/22 19:30	02/08/22 13:50	58-89-9	1p
Chlordane (Technical)	**0.24 U**	ug/L	0.49	0.24	1	02/03/22 19:30	02/08/22 13:50	57-74-9	1p
4,4'-DDD	**0.0026 U**	ug/L	0.0097	0.0026	1	02/03/22 19:30	02/08/22 13:50	72-54-8	1p, J(CU)
4,4'-DDE	**0.0049 U**	ug/L	0.0097	0.0049	1	02/03/22 19:30	02/08/22 13:50	72-55-9	1p, J(CU)
4,4'-DDT	**0.0050 U**	ug/L	0.0097	0.0050	1	02/03/22 19:30	02/08/22 13:50	50-29-3	1p
Dieldrin	**0.0019 U**	ug/L	0.0097	0.0019	1	02/03/22 19:30	02/08/22 13:50	60-57-1	1p, J(CU)
Endosulfan I	**0.0050 U**	ug/L	0.0097	0.0050	1	02/03/22 19:30	02/08/22 13:50	959-98-8	1p, J(CU)
Endosulfan II	**0.0039 U**	ug/L	0.0097	0.0039	1	02/03/22 19:30	02/08/22 13:50	33213-65-9	1p
Endosulfan sulfate	**0.0060 U**	ug/L	0.097	0.0060	1	02/03/22 19:30	02/08/22 13:50	1031-07-8	1p
Endrin	**0.0042 U**	ug/L	0.0097	0.0042	1	02/03/22 19:30	02/08/22 13:50	72-20-8	1p, J(CU)
Endrin aldehyde	**0.0035 U**	ug/L	0.097	0.0035	1	02/03/22 19:30	02/08/22 13:50	7421-93-4	1p, J(CU)
Endrin ketone	**0.0049 U**	ug/L	0.0097	0.0049	1	02/03/22 19:30	02/08/22 13:50	53494-70-5	1p
Heptachlor	**0.0060 U**	ug/L	0.0097	0.0060	1	02/03/22 19:30	02/08/22 13:50	76-44-8	1p
Heptachlor epoxide	**0.015 U**	ug/L	0.019	0.015	1	02/03/22 19:30	02/08/22 13:50	1024-57-3	1p
Methoxychlor	**0.0041 U**	ug/L	0.0097	0.0041	1	02/03/22 19:30	02/08/22 13:50	72-43-5	1p
Toxaphene	**0.24 U**	ug/L	0.49	0.24	1	02/03/22 19:30	02/08/22 13:50	8001-35-2	1p, J(CU)
Surrogates									
Tetrachloro-m-xylene (S)	55	%	27-124		1	02/03/22 19:30	02/08/22 13:50	877-09-8	
Decachlorobiphenyl (S)	16	%	10-132		1	02/03/22 19:30	02/08/22 13:50	2051-24-3	
6010 MET ICP	Analytical Method: EPA 6010 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach								
Arsenic	**3.4 U**	ug/L	10.0	3.4	1	02/04/22 01:07	02/08/22 18:03	7440-38-2	

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Sample: TMW-20 **Lab ID: 35694108002** Collected: 02/02/22 09:20 Received: 02/02/22 16:35 Matrix: Water

Comments: • The request for analysis of herbicides was missed during scheduling. As a result, herbicide data is not available for this sample. A resampling event is required for this parameter.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8081 GCS Pesticides	Analytical Method: EPA 8081 Preparation Method: EPA 3510 Pace Analytical Services - Ormond Beach								
Aldrin	**0.0038 U**	ug/L	0.0095	0.0038	1	02/03/22 19:30	02/08/22 14:06	309-00-2	1p
alpha-BHC	**0.0020 U**	ug/L	0.0095	0.0020	1	02/03/22 19:30	02/08/22 14:06	319-84-6	1p
beta-BHC	**0.019 U**	ug/L	0.029	0.019	1	02/03/22 19:30	02/08/22 14:06	319-85-7	1p
delta-BHC	**0.0046 U**	ug/L	0.0095	0.0046	1	02/03/22 19:30	02/08/22 14:06	319-86-8	1p
gamma-BHC (Lindane)	**0.0021 U**	ug/L	0.0095	0.0021	1	02/03/22 19:30	02/08/22 14:06	58-89-9	1p
Chlordane (Technical)	**0.23 U**	ug/L	0.48	0.23	1	02/03/22 19:30	02/08/22 14:06	57-74-9	1p
4,4'-DDD	**0.0026 U**	ug/L	0.0095	0.0026	1	02/03/22 19:30	02/08/22 14:06	72-54-8	1p, J(CU)
4,4'-DDE	**0.0048 U**	ug/L	0.0095	0.0048	1	02/03/22 19:30	02/08/22 14:06	72-55-9	1p, J(CU)
4,4'-DDT	**0.0049 U**	ug/L	0.0095	0.0049	1	02/03/22 19:30	02/08/22 14:06	50-29-3	1p
Dieldrin	**0.0019 U**	ug/L	0.0095	0.0019	1	02/03/22 19:30	02/08/22 14:06	60-57-1	1p, J(CU)
Endosulfan I	**0.0049 U**	ug/L	0.0095	0.0049	1	02/03/22 19:30	02/08/22 14:06	959-98-8	1p, J(CU)
Endosulfan II	**0.0038 U**	ug/L	0.0095	0.0038	1	02/03/22 19:30	02/08/22 14:06	33213-65-9	1p
Endosulfan sulfate	**0.0059 U**	ug/L	0.095	0.0059	1	02/03/22 19:30	02/08/22 14:06	1031-07-8	1p
Endrin	**0.0041 U**	ug/L	0.0095	0.0041	1	02/03/22 19:30	02/08/22 14:06	72-20-8	1p, J(CU)
Endrin aldehyde	**0.0034 U**	ug/L	0.095	0.0034	1	02/03/22 19:30	02/08/22 14:06	7421-93-4	1p, J(CU)
Endrin ketone	**0.0048 U**	ug/L	0.0095	0.0048	1	02/03/22 19:30	02/08/22 14:06	53494-70-5	1p
Heptachlor	**0.0059 U**	ug/L	0.0095	0.0059	1	02/03/22 19:30	02/08/22 14:06	76-44-8	1p
Heptachlor epoxide	**0.015 U**	ug/L	0.019	0.015	1	02/03/22 19:30	02/08/22 14:06	1024-57-3	1p
Methoxychlor	**0.0040 U**	ug/L	0.0095	0.0040	1	02/03/22 19:30	02/08/22 14:06	72-43-5	1p
Toxaphene	**0.24 U**	ug/L	0.48	0.24	1	02/03/22 19:30	02/08/22 14:06	8001-35-2	1p, J(CU)
Surrogates									
Tetrachloro-m-xylene (S)	92	%	27-124		1	02/03/22 19:30	02/08/22 14:06	877-09-8	
Decachlorobiphenyl (S)	35	%	10-132		1	02/03/22 19:30	02/08/22 14:06	2051-24-3	
6020 MET ICPMS	Analytical Method: EPA 6020 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach								
Arsenic	**225**	ug/L	5.0	2.5	5	02/03/22 11:05	02/03/22 23:47	7440-38-2	
Barium	**42.0**	ug/L	5.0	2.5	5	02/03/22 11:05	02/03/22 23:47	7440-39-3	
Cadmium	**0.25 U**	ug/L	0.50	0.25	5	02/03/22 11:05	02/03/22 23:47	7440-43-9	D3
Chromium	**22.0**	ug/L	5.0	2.5	5	02/03/22 11:05	02/03/22 23:47	7440-47-3	
Lead	**15.0**	ug/L	5.0	1.1	5	02/03/22 11:05	02/03/22 23:47	7439-92-1	
Selenium	**6.2 U**	ug/L	10.0	6.2	5	02/03/22 11:05	02/03/22 23:47	7782-49-2	D3
Silver	**1.0 U**	ug/L	2.5	1.0	5	02/03/22 11:05	02/03/22 23:47	7440-22-4	D3
7470 Mercury	Analytical Method: EPA 7470 Preparation Method: EPA 7470 Pace Analytical Services - Ormond Beach								
Mercury	**0.090 I**	ug/L	0.20	0.090	1	02/10/22 11:38	02/14/22 13:39	7439-97-6	

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Sample: TMW-19 **Lab ID: 35694108003** Collected: 02/02/22 10:20 Received: 02/02/22 16:35 Matrix: Water

Comments: • The request for analysis of PCBs was missed during scheduling. As a result, PCB data is not available for this sample. A resampling event is required for this parameter.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Water, Low Volume	Analytical Method: FL-PRO Preparation Method: EPA 3510 Pace Analytical Services - Ormond Beach								
Petroleum Range Organics	**16.0 U**	mg/L	20.0	16.0	5	02/08/22 17:45	02/09/22 23:40		P1
Surrogates									
o-Terphenyl (S)	100	%	66-139		5	02/08/22 17:45	02/09/22 23:40	84-15-1	
N-Pentatriacontane (S)	98	%	42-159		5	02/08/22 17:45	02/09/22 23:40	630-07-09	
6020 MET ICPMS	Analytical Method: EPA 6020 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach								
Arsenic	**20.0 U**	ug/L	40.0	20.0	20	02/03/22 11:05	02/03/22 23:50	7440-38-2	D3
Barium	**80.3**	ug/L	40.0	20.0	20	02/03/22 11:05	02/03/22 23:50	7440-39-3	D3
Cadmium	**2.0 U**	ug/L	4.0	2.0	20	02/03/22 11:05	02/03/22 23:50	7440-43-9	D3
Chromium	**175**	ug/L	40.0	20.0	20	02/03/22 11:05	02/03/22 23:50	7440-47-3	D3
Lead	**53.1**	ug/L	40.0	8.8	20	02/03/22 11:05	02/03/22 23:50	7439-92-1	D3
Selenium	**49.2 U**	ug/L	80.0	49.2	20	02/03/22 11:05	02/03/22 23:50	7782-49-2	D3
Silver	**8.4 U**	ug/L	20.0	8.4	20	02/03/22 11:05	02/03/22 23:50	7440-22-4	D3
7470 Mercury	Analytical Method: EPA 7470 Preparation Method: EPA 7470 Pace Analytical Services - Ormond Beach								
Mercury	**0.72 U**	ug/L	1.6	0.72	1	02/10/22 11:38	02/14/22 13:41	7439-97-6	
8270 MSSV PAHLV by SIM	Analytical Method: EPA 8270 by SIM Preparation Method: EPA 3510 Pace Analytical Services - Ormond Beach								
Acenaphthene	**0.24 I**	ug/L	0.50	0.019	1	02/03/22 12:50	02/06/22 07:49	83-32-9	
Acenaphthylene	**0.031 U**	ug/L	0.50	0.031	1	02/03/22 12:50	02/06/22 07:49	208-96-8	
Anthracene	**0.020 U**	ug/L	0.50	0.020	1	02/03/22 12:50	02/06/22 07:49	120-12-7	
Benzo(a)anthracene	**0.020 U**	ug/L	0.10	0.020	1	02/03/22 12:50	02/06/22 07:49	56-55-3	
Benzo(a)pyrene	**0.021 U**	ug/L	0.20	0.021	1	02/03/22 12:50	02/06/22 07:49	50-32-8	
Benzo(b)fluoranthene	**0.027 U**	ug/L	0.10	0.027	1	02/03/22 12:50	02/06/22 07:49	205-99-2	
Benzo(g,h,i)perylene	**0.023 U**	ug/L	0.50	0.023	1	02/03/22 12:50	02/06/22 07:49	191-24-2	
Benzo(k)fluoranthene	**0.024 U**	ug/L	0.50	0.024	1	02/03/22 12:50	02/06/22 07:49	207-08-9	
Chrysene	**0.026 U**	ug/L	0.50	0.026	1	02/03/22 12:50	02/06/22 07:49	218-01-9	
Dibenz(a,h)anthracene	**0.025 U**	ug/L	0.15	0.025	1	02/03/22 12:50	02/06/22 07:49	53-70-3	
Fluoranthene	**0.030 I**	ug/L	0.50	0.018	1	02/03/22 12:50	02/06/22 07:49	206-44-0	
Fluorene	**0.017 U**	ug/L	0.50	0.017	1	02/03/22 12:50	02/06/22 07:49	86-73-7	
Indeno(1,2,3-cd)pyrene	**0.024 U**	ug/L	0.15	0.024	1	02/03/22 12:50	02/06/22 07:49	193-39-5	
1-Methylnaphthalene	**0.19 U**	ug/L	2.0	0.19	1	02/03/22 12:50	02/06/22 07:49	90-12-0	
2-Methylnaphthalene	**0.17 U**	ug/L	2.0	0.17	1	02/03/22 12:50	02/06/22 07:49	91-57-6	
Naphthalene	**0.29 U**	ug/L	2.0	0.29	1	02/03/22 12:50	02/06/22 07:49	91-20-3	
Phenanthrene	**0.019 U**	ug/L	0.50	0.019	1	02/03/22 12:50	02/06/22 07:49	85-01-8	
Pyrene	**0.032 U**	ug/L	0.50	0.032	1	02/03/22 12:50	02/06/22 07:49	129-00-0	
Surrogates									
2-Fluorobiphenyl (S)	66	%	32-100		1	02/03/22 12:50	02/06/22 07:49	321-60-8	
p-Terphenyl-d14 (S)	71	%	48-112		1	02/03/22 12:50	02/06/22 07:49	1718-51-0	

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Sample: TMW-19 **Lab ID: 35694108003** Collected: 02/02/22 10:20 Received: 02/02/22 16:35 Matrix: Water

Comments: • The request for analysis of PCBs was missed during scheduling. As a result, PCB data is not available for this sample. A resampling event is required for this parameter.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV, Short List	Analytical Method: EPA 8260 Pace Analytical Services - Ormond Beach								
Benzene	**0.30 U**	ug/L	1.0	0.30	1		02/12/22 04:59	71-43-2	
Ethylbenzene	**0.30 U**	ug/L	1.0	0.30	1		02/12/22 04:59	100-41-4	
Methyl-tert-butyl ether	**1.6 U**	ug/L	5.0	1.6	1		02/12/22 04:59	1634-04-4	
Toluene	**0.71 U**	ug/L	1.0	0.71	1		02/12/22 04:59	108-88-3	
Xylene (Total)	**2.1 U**	ug/L	5.0	2.1	1		02/12/22 04:59	1330-20-7	
Surrogates									
4-Bromofluorobenzene (S)	98	%	70-130		1		02/12/22 04:59	460-00-4	
Toluene-d8 (S)	98	%	70-130		1		02/12/22 04:59	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	100	%	70-130		1		02/12/22 04:59	2199-69-1	

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Sample: TMW-18 **Lab ID: 35694108004** Collected: 02/02/22 11:30 Received: 02/02/22 16:35 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Water, Low Volume	Analytical Method: FL-PRO Preparation Method: EPA 3510 Pace Analytical Services - Ormond Beach								
Petroleum Range Organics	**0.74 U**	mg/L	0.93	0.74	1	02/08/22 17:45	02/09/22 23:54		
Surrogates									
o-Terphenyl (S)	91	%	66-139		1	02/08/22 17:45	02/09/22 23:54	84-15-1	
N-Pentatriacontane (S)	66	%	42-159		1	02/08/22 17:45	02/09/22 23:54	630-07-09	
6020 MET ICPMS	Analytical Method: EPA 6020 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach								
Arsenic	**16.3**	ug/L	5.0	2.5	5	02/03/22 11:05	02/03/22 23:53	7440-38-2	
Barium	**569**	ug/L	5.0	2.5	5	02/03/22 11:05	02/03/22 23:53	7440-39-3	
Cadmium	**3.3**	ug/L	0.50	0.25	5	02/03/22 11:05	02/03/22 23:53	7440-43-9	
Chromium	**190**	ug/L	5.0	2.5	5	02/03/22 11:05	02/03/22 23:53	7440-47-3	
Lead	**216**	ug/L	5.0	1.1	5	02/03/22 11:05	02/03/22 23:53	7439-92-1	
Selenium	**6.2 U**	ug/L	10.0	6.2	5	02/03/22 11:05	02/03/22 23:53	7782-49-2	D3
Silver	**3.2**	ug/L	2.5	1.0	5	02/03/22 11:05	02/03/22 23:53	7440-22-4	
7470 Mercury	Analytical Method: EPA 7470 Preparation Method: EPA 7470 Pace Analytical Services - Ormond Beach								
Mercury	**0.090 U**	ug/L	0.20	0.090	1	02/10/22 11:38	02/14/22 13:43	7439-97-6	
8270 MSSV PAHLV by SIM	Analytical Method: EPA 8270 by SIM Preparation Method: EPA 3510 Pace Analytical Services - Ormond Beach								
Acenaphthene	**0.019 U**	ug/L	0.50	0.019	1	02/03/22 12:50	02/06/22 08:09	83-32-9	
Acenaphthylene	**0.031 U**	ug/L	0.50	0.031	1	02/03/22 12:50	02/06/22 08:09	208-96-8	
Anthracene	**0.020 U**	ug/L	0.50	0.020	1	02/03/22 12:50	02/06/22 08:09	120-12-7	
Benzo(a)anthracene	**0.020 U**	ug/L	0.10	0.020	1	02/03/22 12:50	02/06/22 08:09	56-55-3	
Benzo(a)pyrene	**0.021 U**	ug/L	0.20	0.021	1	02/03/22 12:50	02/06/22 08:09	50-32-8	
Benzo(b)fluoranthene	**0.027 U**	ug/L	0.10	0.027	1	02/03/22 12:50	02/06/22 08:09	205-99-2	
Benzo(g,h,i)perylene	**0.023 U**	ug/L	0.50	0.023	1	02/03/22 12:50	02/06/22 08:09	191-24-2	
Benzo(k)fluoranthene	**0.024 U**	ug/L	0.50	0.024	1	02/03/22 12:50	02/06/22 08:09	207-08-9	
Chrysene	**0.026 U**	ug/L	0.50	0.026	1	02/03/22 12:50	02/06/22 08:09	218-01-9	
Dibenz(a,h)anthracene	**0.025 U**	ug/L	0.15	0.025	1	02/03/22 12:50	02/06/22 08:09	53-70-3	
Fluoranthene	**0.018 U**	ug/L	0.50	0.018	1	02/03/22 12:50	02/06/22 08:09	206-44-0	
Fluorene	**0.017 U**	ug/L	0.50	0.017	1	02/03/22 12:50	02/06/22 08:09	86-73-7	
Indeno(1,2,3-cd)pyrene	**0.024 U**	ug/L	0.15	0.024	1	02/03/22 12:50	02/06/22 08:09	193-39-5	
1-Methylnaphthalene	**0.19 U**	ug/L	2.0	0.19	1	02/03/22 12:50	02/06/22 08:09	90-12-0	
2-Methylnaphthalene	**0.17 U**	ug/L	2.0	0.17	1	02/03/22 12:50	02/06/22 08:09	91-57-6	
Naphthalene	**0.29 U**	ug/L	2.0	0.29	1	02/03/22 12:50	02/06/22 08:09	91-20-3	
Phenanthrene	**0.019 U**	ug/L	0.50	0.019	1	02/03/22 12:50	02/06/22 08:09	85-01-8	
Pyrene	**0.032 U**	ug/L	0.50	0.032	1	02/03/22 12:50	02/06/22 08:09	129-00-0	
Surrogates									
2-Fluorobiphenyl (S)	73	%	32-100		1	02/03/22 12:50	02/06/22 08:09	321-60-8	
p-Terphenyl-d14 (S)	80	%	48-112		1	02/03/22 12:50	02/06/22 08:09	1718-51-0	

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Sample: TMW-18 **Lab ID: 35694108004** Collected: 02/02/22 11:30 Received: 02/02/22 16:35 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV, Short List	Analytical Method: EPA 8260 Pace Analytical Services - Ormond Beach								
Benzene	**0.30 U**	ug/L	1.0	0.30	1		02/12/22 05:22	71-43-2	
Ethylbenzene	**0.30 U**	ug/L	1.0	0.30	1		02/12/22 05:22	100-41-4	
Methyl-tert-butyl ether	**1.6 U**	ug/L	5.0	1.6	1		02/12/22 05:22	1634-04-4	
Toluene	**0.71 U**	ug/L	1.0	0.71	1		02/12/22 05:22	108-88-3	
Xylene (Total)	**2.1 U**	ug/L	5.0	2.1	1		02/12/22 05:22	1330-20-7	
Surrogates									
4-Bromofluorobenzene (S)	98	%	70-130		1		02/12/22 05:22	460-00-4	
Toluene-d8 (S)	98	%	70-130		1		02/12/22 05:22	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	101	%	70-130		1		02/12/22 05:22	2199-69-1	

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Sample: TMW-8 **Lab ID: 35694108005** Collected: 02/02/22 12:33 Received: 02/02/22 16:35 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8081 GCS Pesticides	Analytical Method: EPA 8081 Preparation Method: EPA 3510 Pace Analytical Services - Ormond Beach								
Aldrin	**0.0048 U**	ug/L	0.012	0.0048	1	02/03/22 19:30	02/08/22 14:38	309-00-2	1p,P1
alpha-BHC	**0.0025 U**	ug/L	0.012	0.0025	1	02/03/22 19:30	02/08/22 14:38	319-84-6	1p,P1
beta-BHC	**0.024 U**	ug/L	0.036	0.024	1	02/03/22 19:30	02/08/22 14:38	319-85-7	1p,C2, P1
delta-BHC	**0.0057 U**	ug/L	0.012	0.0057	1	02/03/22 19:30	02/08/22 14:38	319-86-8	1p,P1
gamma-BHC (Lindane)	**0.0026 U**	ug/L	0.012	0.0026	1	02/03/22 19:30	02/08/22 14:38	58-89-9	1p,P1
Chlordane (Technical)	**0.29 U**	ug/L	0.60	0.29	1	02/03/22 19:30	02/08/22 14:38	57-74-9	1p,P1
4,4'-DDD	**0.0032 U**	ug/L	0.012	0.0032	1	02/03/22 19:30	02/08/22 14:38	72-54-8	1p, J(CU), P1
4,4'-DDE	**0.0060 U**	ug/L	0.012	0.0060	1	02/03/22 19:30	02/08/22 14:38	72-55-9	1p, J(CU), P1
4,4'-DDT	**0.0061 U**	ug/L	0.012	0.0061	1	02/03/22 19:30	02/08/22 14:38	50-29-3	1p,P1
Dieldrin	**0.0024 U**	ug/L	0.012	0.0024	1	02/03/22 19:30	02/08/22 14:38	60-57-1	1p, J(CU), P1
Endosulfan I	**0.0061 U**	ug/L	0.012	0.0061	1	02/03/22 19:30	02/08/22 14:38	959-98-8	1p, J(CU), P1
Endosulfan II	**0.0048 U**	ug/L	0.012	0.0048	1	02/03/22 19:30	02/08/22 14:38	33213-65-9	1p,P1
Endosulfan sulfate	**0.0074 U**	ug/L	0.12	0.0074	1	02/03/22 19:30	02/08/22 14:38	1031-07-8	1p,P1
Endrin	**0.0051 U**	ug/L	0.012	0.0051	1	02/03/22 19:30	02/08/22 14:38	72-20-8	1p, J(CU), P1
Endrin aldehyde	**0.0043 U**	ug/L	0.12	0.0043	1	02/03/22 19:30	02/08/22 14:38	7421-93-4	1p, J(CU), P1
Endrin ketone	**0.0060 U**	ug/L	0.012	0.0060	1	02/03/22 19:30	02/08/22 14:38	53494-70-5	1p,P1
Heptachlor	**0.0074 U**	ug/L	0.012	0.0074	1	02/03/22 19:30	02/08/22 14:38	76-44-8	1p,P1
Heptachlor epoxide	**0.019 U**	ug/L	0.024	0.019	1	02/03/22 19:30	02/08/22 14:38	1024-57-3	1p,P1
Methoxychlor	**0.0050 U**	ug/L	0.012	0.0050	1	02/03/22 19:30	02/08/22 14:38	72-43-5	1p,P1
Toxaphene	**0.30 U**	ug/L	0.60	0.30	1	02/03/22 19:30	02/08/22 14:38	8001-35-2	1p, J(CU), P1
Surrogates									
Tetrachloro-m-xylene (S)	113	%	27-124		1	02/03/22 19:30	02/08/22 14:38	877-09-8	
Decachlorobiphenyl (S)	41	%	10-132		1	02/03/22 19:30	02/08/22 14:38	2051-24-3	
6020 MET ICPMS	Analytical Method: EPA 6020 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach								
Arsenic	**2.8 I**	ug/L	5.0	2.5	5	02/03/22 11:05	02/03/22 23:57	7440-38-2	

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Sample: TMW-17 **Lab ID: 35694108006** Collected: 02/02/22 14:20 Received: 02/02/22 16:35 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8081 GCS Pesticides	Analytical Method: EPA 8081 Preparation Method: EPA 3510 Pace Analytical Services - Ormond Beach								
Aldrin	**0.0039 U**	ug/L	0.0096	0.0039	1	02/03/22 19:30	02/08/22 14:54	309-00-2	1p
alpha-BHC	**0.0020 U**	ug/L	0.0096	0.0020	1	02/03/22 19:30	02/08/22 14:54	319-84-6	1p
beta-BHC	**0.019 U**	ug/L	0.029	0.019	1	02/03/22 19:30	02/08/22 14:54	319-85-7	1p
delta-BHC	**0.0046 U**	ug/L	0.0096	0.0046	1	02/03/22 19:30	02/08/22 14:54	319-86-8	1p
gamma-BHC (Lindane)	**0.0021 U**	ug/L	0.0096	0.0021	1	02/03/22 19:30	02/08/22 14:54	58-89-9	1p
Chlordane (Technical)	**0.24 U**	ug/L	0.48	0.24	1	02/03/22 19:30	02/08/22 14:54	57-74-9	1p
4,4'-DDD	**0.0026 U**	ug/L	0.0096	0.0026	1	02/03/22 19:30	02/08/22 14:54	72-54-8	1p, J(CU)
4,4'-DDE	**0.0048 U**	ug/L	0.0096	0.0048	1	02/03/22 19:30	02/08/22 14:54	72-55-9	1p, J(CU)
4,4'-DDT	**0.0049 U**	ug/L	0.0096	0.0049	1	02/03/22 19:30	02/08/22 14:54	50-29-3	1p
Dieldrin	**0.0019 U**	ug/L	0.0096	0.0019	1	02/03/22 19:30	02/08/22 14:54	60-57-1	1p, J(CU)
Endosulfan I	**0.0049 U**	ug/L	0.0096	0.0049	1	02/03/22 19:30	02/08/22 14:54	959-98-8	1p, J(CU)
Endosulfan II	**0.0039 U**	ug/L	0.0096	0.0039	1	02/03/22 19:30	02/08/22 14:54	33213-65-9	1p
Endosulfan sulfate	**0.0060 U**	ug/L	0.096	0.0060	1	02/03/22 19:30	02/08/22 14:54	1031-07-8	1p
Endrin	**0.0041 U**	ug/L	0.0096	0.0041	1	02/03/22 19:30	02/08/22 14:54	72-20-8	1p, J(CU)
Endrin aldehyde	**0.0035 U**	ug/L	0.096	0.0035	1	02/03/22 19:30	02/08/22 14:54	7421-93-4	1p, J(CU)
Endrin ketone	**0.0048 U**	ug/L	0.0096	0.0048	1	02/03/22 19:30	02/08/22 14:54	53494-70-5	1p
Heptachlor	**0.0060 U**	ug/L	0.0096	0.0060	1	02/03/22 19:30	02/08/22 14:54	76-44-8	1p
Heptachlor epoxide	**0.015 U**	ug/L	0.019	0.015	1	02/03/22 19:30	02/08/22 14:54	1024-57-3	1p
Methoxychlor	**0.0041 U**	ug/L	0.0096	0.0041	1	02/03/22 19:30	02/08/22 14:54	72-43-5	1p
Toxaphene	**0.24 U**	ug/L	0.48	0.24	1	02/03/22 19:30	02/08/22 14:54	8001-35-2	1p, J(CU)
Surrogates									
Tetrachloro-m-xylene (S)	43	%	27-124		1	02/03/22 19:30	02/08/22 14:54	877-09-8	
Decachlorobiphenyl (S)	13	%	10-132		1	02/03/22 19:30	02/08/22 14:54	2051-24-3	
6020 MET ICPMS	Analytical Method: EPA 6020 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach								
Arsenic	**3.9 I**	ug/L	5.0	2.5	5	02/03/22 11:05	02/04/22 00:00	7440-38-2	

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Sample: TMW-1 **Lab ID: 35694108007** Collected: 02/02/22 15:10 Received: 02/02/22 16:35 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8081 GCS Pesticides	Analytical Method: EPA 8081 Preparation Method: EPA 3510 Pace Analytical Services - Ormond Beach								
Aldrin	**0.0038 U**	ug/L	0.0096	0.0038	1	02/03/22 19:30	02/08/22 15:10	309-00-2	1p
alpha-BHC	**0.0020 U**	ug/L	0.0096	0.0020	1	02/03/22 19:30	02/08/22 15:10	319-84-6	1p
beta-BHC	**0.019 U**	ug/L	0.029	0.019	1	02/03/22 19:30	02/08/22 15:10	319-85-7	1p,C2
delta-BHC	**0.0046 U**	ug/L	0.0096	0.0046	1	02/03/22 19:30	02/08/22 15:10	319-86-8	1p
gamma-BHC (Lindane)	**0.0021 U**	ug/L	0.0096	0.0021	1	02/03/22 19:30	02/08/22 15:10	58-89-9	1p
Chlordane (Technical)	**0.24 U**	ug/L	0.48	0.24	1	02/03/22 19:30	02/08/22 15:10	57-74-9	1p
4,4'-DDD	**0.0026 U**	ug/L	0.0096	0.0026	1	02/03/22 19:30	02/08/22 15:10	72-54-8	1p, J(CU)
4,4'-DDE	**0.0048 U**	ug/L	0.0096	0.0048	1	02/03/22 19:30	02/08/22 15:10	72-55-9	1p, J(CU)
4,4'-DDT	**0.0049 U**	ug/L	0.0096	0.0049	1	02/03/22 19:30	02/08/22 15:10	50-29-3	1p
Dieldrin	**0.0019 U**	ug/L	0.0096	0.0019	1	02/03/22 19:30	02/08/22 15:10	60-57-1	1p, J(CU)
Endosulfan I	**0.0049 U**	ug/L	0.0096	0.0049	1	02/03/22 19:30	02/08/22 15:10	959-98-8	1p, J(CU)
Endosulfan II	**0.0038 U**	ug/L	0.0096	0.0038	1	02/03/22 19:30	02/08/22 15:10	33213-65-9	1p
Endosulfan sulfate	**0.0059 U**	ug/L	0.096	0.0059	1	02/03/22 19:30	02/08/22 15:10	1031-07-8	1p
Endrin	**0.0041 U**	ug/L	0.0096	0.0041	1	02/03/22 19:30	02/08/22 15:10	72-20-8	1p, J(CU)
Endrin aldehyde	**0.0034 U**	ug/L	0.096	0.0034	1	02/03/22 19:30	02/08/22 15:10	7421-93-4	1p, J(CU)
Endrin ketone	**0.0048 U**	ug/L	0.0096	0.0048	1	02/03/22 19:30	02/08/22 15:10	53494-70-5	1p
Heptachlor	**0.0059 U**	ug/L	0.0096	0.0059	1	02/03/22 19:30	02/08/22 15:10	76-44-8	1p
Heptachlor epoxide	**0.015 U**	ug/L	0.019	0.015	1	02/03/22 19:30	02/08/22 15:10	1024-57-3	1p
Methoxychlor	**0.0040 U**	ug/L	0.0096	0.0040	1	02/03/22 19:30	02/08/22 15:10	72-43-5	1p
Toxaphene	**0.24 U**	ug/L	0.48	0.24	1	02/03/22 19:30	02/08/22 15:10	8001-35-2	1p, J(CU)
Surrogates									
Tetrachloro-m-xylene (S)	18	%	27-124		1	02/03/22 19:30	02/08/22 15:10	877-09-8	J(S5)
Decachlorobiphenyl (S)	9	%	10-132		1	02/03/22 19:30	02/08/22 15:10	2051-24-3	J(S5)
6020 MET ICPMS	Analytical Method: EPA 6020 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach								
Arsenic	**20.0 U**	ug/L	40.0	20.0	20	02/03/22 11:05	02/04/22 00:03	7440-38-2	D3

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Sample: TMW-16-F **Lab ID: 35694108008** Collected: 02/02/22 08:10 Received: 02/02/22 16:35 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6020 MET ICPMS, Dissolved	Analytical Method: EPA 6020 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach								
Arsenic, Dissolved	**1.1**	ug/L	1.0	0.50	1	02/03/22 00:38	02/03/22 10:22	7440-38-2	

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Sample: TMW-20-F **Lab ID: 35694108009** Collected: 02/02/22 09:20 Received: 02/02/22 16:35 Matrix: Water
Comments: • This sample was field filtered, and the reported results are dissolved concentrations.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6020 MET ICPMS	Analytical Method: EPA 6020 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach								
Arsenic	**199**	ug/L	1.0	0.50	1	02/04/22 11:41	02/07/22 15:28	7440-38-2	
Barium	**9.0**	ug/L	1.0	0.50	1	02/04/22 11:41	02/07/22 15:28	7440-39-3	
Cadmium	**0.050 U**	ug/L	0.10	0.050	1	02/04/22 11:41	02/07/22 15:28	7440-43-9	
Chromium	**1.7**	ug/L	1.0	0.50	1	02/04/22 11:41	02/07/22 15:28	7440-47-3	
Lead	**0.22 U**	ug/L	1.0	0.22	1	02/04/22 11:41	02/07/22 15:28	7439-92-1	
Selenium	**1.2 U**	ug/L	2.0	1.2	1	02/04/22 11:41	02/07/22 15:28	7782-49-2	
Silver	**0.21 U**	ug/L	0.50	0.21	1	02/04/22 11:41	02/07/22 15:28	7440-22-4	
7470 Mercury	Analytical Method: EPA 7470 Preparation Method: EPA 7470 Pace Analytical Services - Ormond Beach								
Mercury	**0.090 U**	ug/L	0.20	0.090	1	02/10/22 11:38	02/14/22 14:01	7439-97-6	

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Sample: TMW-19-F **Lab ID: 35694108010** Collected: 02/02/22 10:20 Received: 02/02/22 16:35 Matrix: Water

Comments: • This sample was field filtered, and the reported results are dissolved concentrations.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6020 MET ICPMS	Analytical Method: EPA 6020 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach								
Arsenic	**2.2**	ug/L	1.0	0.50	1	02/04/22 11:41	02/07/22 15:30	7440-38-2	
Barium	**9.9**	ug/L	1.0	0.50	1	02/04/22 11:41	02/07/22 15:30	7440-39-3	
Cadmium	**0.050 U**	ug/L	0.10	0.050	1	02/04/22 11:41	02/07/22 15:30	7440-43-9	
Chromium	**6.2**	ug/L	1.0	0.50	1	02/04/22 11:41	02/07/22 15:30	7440-47-3	
Lead	**0.22 U**	ug/L	1.0	0.22	1	02/04/22 11:41	02/07/22 15:30	7439-92-1	
Selenium	**1.3 I**	ug/L	2.0	1.2	1	02/04/22 11:41	02/07/22 15:30	7782-49-2	
Silver	**0.21 U**	ug/L	0.50	0.21	1	02/04/22 11:41	02/07/22 15:30	7440-22-4	
7470 Mercury	Analytical Method: EPA 7470 Preparation Method: EPA 7470 Pace Analytical Services - Ormond Beach								
Mercury	**0.090 U**	ug/L	0.20	0.090	1	02/10/22 11:38	02/14/22 14:04	7439-97-6	

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Sample: TMW-8-F **Lab ID: 35694108011** Collected: 02/02/22 12:33 Received: 02/02/22 16:35 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6020 MET ICPMS, Dissolved	Analytical Method: EPA 6020 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach								
Arsenic, Dissolved	**1.7**	ug/L	1.0	0.50	1	02/03/22 00:38	02/03/22 10:27	7440-38-2	

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Sample: TMW-17-F **Lab ID: 35694108012** Collected: 02/02/22 14:20 Received: 02/02/22 16:35 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6020 MET ICPMS, Dissolved	Analytical Method: EPA 6020 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach								
Arsenic, Dissolved	**2.1**	ug/L	1.0	0.50	1	02/03/22 00:38	02/03/22 10:29	7440-38-2	

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ANALYTICAL RESULTS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Sample: TMW-1-F **Lab ID: 35694108013** Collected: 02/02/22 15:10 Received: 02/02/22 16:35 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6020 MET ICPMS, Dissolved	Analytical Method: EPA 6020 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach								
Arsenic, Dissolved	**1.9 I**	ug/L	2.0	1.0	2	02/03/22 00:38	02/03/22 10:31	7440-38-2	

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

QC Batch: 799053
QC Batch Method: EPA 7470
Analysis Method: EPA 7470
Analysis Description: 7470 Mercury
Laboratory: Pace Analytical Services - Ormond Beach
Associated Lab Samples: 35694108002, 35694108003, 35694108004, 35694108009, 35694108010

METHOD BLANK: 4387591 Matrix: Water
Associated Lab Samples: 35694108002, 35694108003, 35694108004, 35694108009, 35694108010

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Mercury	ug/L	0.090 U	0.20	0.090	02/14/22 13:34	

LABORATORY CONTROL SAMPLE: 4387592

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Mercury	ug/L	2	2.0	100	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4387593 4387594

Parameter	Units	35694108004 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Mercury	ug/L	0.090 U	2	2	2.0	2.0	100	99	75-125	1	20	

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

QC Batch: 797445
QC Batch Method: EPA 3010
Analysis Method: EPA 6010
Analysis Description: 6010 MET
Laboratory: Pace Analytical Services - Ormond Beach
Associated Lab Samples: 35694108001

METHOD BLANK: 4378841 Matrix: Water
Associated Lab Samples: 35694108001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Arsenic	ug/L	3.4 U	10.0	3.4	02/08/22 19:59	

LABORATORY CONTROL SAMPLE: 4378842

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Arsenic	ug/L	250	262	105	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4378843 4378844

Parameter	Units	35694187008 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Arsenic	ug/L	3.4 U	250	250	280	261	111	104	75-125	7	20	

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

QC Batch: 797118
QC Batch Method: EPA 3010
Analysis Method: EPA 6020
Analysis Description: 6020 MET
Laboratory: Pace Analytical Services - Ormond Beach
Associated Lab Samples: 35694108002, 35694108003, 35694108004, 35694108005, 35694108006, 35694108007

METHOD BLANK: 4376892 Matrix: Water
Associated Lab Samples: 35694108002, 35694108003, 35694108004, 35694108005, 35694108006, 35694108007

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Arsenic	ug/L	0.50 U	1.0	0.50	02/03/22 22:48	
Barium	ug/L	0.50 U	1.0	0.50	02/03/22 22:48	
Cadmium	ug/L	0.050 U	0.10	0.050	02/03/22 22:48	
Chromium	ug/L	0.50 U	1.0	0.50	02/03/22 22:48	
Lead	ug/L	0.22 U	1.0	0.22	02/03/22 22:48	
Selenium	ug/L	1.2 U	2.0	1.2	02/03/22 22:48	
Silver	ug/L	0.21 U	0.50	0.21	02/03/22 22:48	

LABORATORY CONTROL SAMPLE: 4376893

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Arsenic	ug/L	50	48.4	97	80-120	
Barium	ug/L	50	48.9	98	80-120	
Cadmium	ug/L	5	5.0	101	80-120	
Chromium	ug/L	50	50.4	101	80-120	
Lead	ug/L	50	49.1	98	80-120	
Selenium	ug/L	50	48.2	96	80-120	
Silver	ug/L	5	5.1	102	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4376894 4376895

Parameter	Units	35693267001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Arsenic	ug/L	0.50 U	50	50	54.7	53.5	108	106	75-125	2	20	
Barium	ug/L	66.8	50	50	124	120	114	106	75-125	3	20	
Cadmium	ug/L	0.050 U	5	5	4.8	4.9	96	97	75-125	1	20	
Chromium	ug/L	0.50 U	50	50	50.2	47.8	99	95	75-125	5	20	
Lead	ug/L	0.22 U	50	50	46.7	46.2	93	92	75-125	1	20	
Selenium	ug/L	1.2 U	50	50	53.4	50.7	107	101	75-125	5	20	J(IS)
Silver	ug/L	0.21 U	5	5	4.9	4.9	98	97	75-125	1	20	

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

QC Batch: 797516
QC Batch Method: EPA 3010
Analysis Method: EPA 6020
Analysis Description: 6020 MET
Laboratory: Pace Analytical Services - Ormond Beach
Associated Lab Samples: 35694108009, 35694108010

METHOD BLANK: 4379072 Matrix: Water
Associated Lab Samples: 35694108009, 35694108010

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Arsenic	ug/L	0.50 U	1.0	0.50	02/07/22 14:54	
Barium	ug/L	0.50 U	1.0	0.50	02/07/22 14:54	
Cadmium	ug/L	0.050 U	0.10	0.050	02/07/22 14:54	
Chromium	ug/L	0.50 U	1.0	0.50	02/07/22 14:54	
Lead	ug/L	0.22 U	1.0	0.22	02/07/22 14:54	
Selenium	ug/L	1.2 U	2.0	1.2	02/07/22 14:54	
Silver	ug/L	0.21 U	0.50	0.21	02/07/22 14:54	

LABORATORY CONTROL SAMPLE: 4379073

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Arsenic	ug/L	50	46.7	93	80-120	
Barium	ug/L	50	46.9	94	80-120	
Cadmium	ug/L	5	4.9	98	80-120	
Chromium	ug/L	50	44.3	89	80-120	
Lead	ug/L	50	48.6	97	80-120	
Selenium	ug/L	50	41.6	83	80-120	
Silver	ug/L	5	5.1	101	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4379074 4379075

Parameter	Units	35693965001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Arsenic	ug/L	<0.50	50	50	52.0	50.8	104	101	75-125	2	20	
Barium	ug/L	<0.50	50	50	52.6	52.0	105	104	75-125	1	20	
Cadmium	ug/L	<0.050	5	5	5.3	5.3	105	107	75-125	1	20	
Chromium	ug/L	0.50 I	50	50	50.9	50.8	101	101	75-125	0	20	
Lead	ug/L	<0.22	50	50	48.9	49.5	98	99	75-125	1	20	
Selenium	ug/L	<1.2	50	50	53.8	53.1	107	106	75-125	1	20	
Silver	ug/L	<0.21	5	5	5.3	5.3	107	106	75-125	0	20	

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

QC Batch: 797056
QC Batch Method: EPA 3010
Analysis Method: EPA 6020
Analysis Description: 6020 MET Dissolved
Laboratory: Pace Analytical Services - Ormond Beach
Associated Lab Samples: 35694108008, 35694108011, 35694108012, 35694108013

METHOD BLANK: 4376632 Matrix: Water
Associated Lab Samples: 35694108008, 35694108011, 35694108012, 35694108013

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Arsenic, Dissolved	ug/L	0.50 U	1.0	0.50	02/03/22 09:59	

LABORATORY CONTROL SAMPLE: 4376633

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Arsenic, Dissolved	ug/L	50	47.7	95	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4376634 4376635

Parameter	Units	35694095001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Arsenic, Dissolved	ug/L	0.54 I	50	50	47.5	47.6	94	94	70-130	0	20	

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

QC Batch: 799544
QC Batch Method: EPA 8260
Analysis Method: EPA 8260
Analysis Description: 8260 MSV
Laboratory: Pace Analytical Services - Ormond Beach
Associated Lab Samples: 35694108003, 35694108004

METHOD BLANK: 4390346 Matrix: Water
Associated Lab Samples: 35694108003, 35694108004

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Benzene	ug/L	0.30 U	1.0	0.30	02/11/22 23:02	
Ethylbenzene	ug/L	0.30 U	1.0	0.30	02/11/22 23:02	
Methyl-tert-butyl ether	ug/L	1.6 U	5.0	1.6	02/11/22 23:02	
Toluene	ug/L	0.71 U	1.0	0.71	02/11/22 23:02	
Xylene (Total)	ug/L	2.1 U	5.0	2.1	02/11/22 23:02	
1,2-Dichlorobenzene-d4 (S)	%	102	70-130		02/11/22 23:02	
4-Bromofluorobenzene (S)	%	97	70-130		02/11/22 23:02	
Toluene-d8 (S)	%	98	70-130		02/11/22 23:02	

LABORATORY CONTROL SAMPLE: 4390347

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Benzene	ug/L	20	20.7	104	70-130	
Ethylbenzene	ug/L	20	20.7	104	70-130	
Methyl-tert-butyl ether	ug/L	20	18.0	90	64-124	
Toluene	ug/L	20	20.9	104	70-130	
Xylene (Total)	ug/L	60	55.3	92	70-130	
1,2-Dichlorobenzene-d4 (S)	%			100	70-130	
4-Bromofluorobenzene (S)	%			103	70-130	
Toluene-d8 (S)	%			99	70-130	

MATRIX SPIKE SAMPLE: 4390349

Parameter	Units	35695381002 Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
Benzene	ug/L	0.30 U	20	16.4	82	70-130	
Ethylbenzene	ug/L	0.30 U	20	14.3	72	70-130	
Methyl-tert-butyl ether	ug/L	1.6 U	20	13.0	65	64-124	
Toluene	ug/L	0.71 U	20	15.4	77	70-130	
Xylene (Total)	ug/L	2.1 U	60	37.5	63	70-130	MS
1,2-Dichlorobenzene-d4 (S)	%				99	70-130	
4-Bromofluorobenzene (S)	%				101	70-130	
Toluene-d8 (S)	%				99	70-130	

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

SAMPLE DUPLICATE: 4390348

Parameter	Units	35695381001 Result	Dup Result	RPD	Max RPD	Qualifiers
Benzene	ug/L	0.30 U	0.30 U		40	
Ethylbenzene	ug/L	0.30 U	0.30 U		40	
Methyl-tert-butyl ether	ug/L	1.6 U	1.6 U		40	
Toluene	ug/L	0.71 U	0.71 U		40	
Xylene (Total)	ug/L	2.1 U	2.1 U		40	
1,2-Dichlorobenzene-d4 (S)	%	102	101		40	
4-Bromofluorobenzene (S)	%	97	97		40	
Toluene-d8 (S)	%	98	98		40	

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

QC Batch: 797423
QC Batch Method: EPA 3510
Analysis Method: EPA 8081
Analysis Description: 8081 GCS Pesticides
Laboratory: Pace Analytical Services - Ormond Beach
Associated Lab Samples: 35694108001, 35694108002, 35694108005, 35694108006, 35694108007

METHOD BLANK: 4378538 Matrix: Water
Associated Lab Samples: 35694108001, 35694108002, 35694108005, 35694108006, 35694108007

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
4,4'-DDD	ug/L	0.0027 U	0.010	0.0027	02/08/22 11:40	J(CU)
4,4'-DDE	ug/L	0.0050 U	0.010	0.0050	02/08/22 11:40	J(CU)
4,4'-DDT	ug/L	0.0051 U	0.010	0.0051	02/08/22 11:40	
Aldrin	ug/L	0.0040 U	0.010	0.0040	02/08/22 11:40	
alpha-BHC	ug/L	0.0021 U	0.010	0.0021	02/08/22 11:40	
beta-BHC	ug/L	0.020 U	0.030	0.020	02/08/22 11:40	
Chlordane (Technical)	ug/L	0.25 U	0.50	0.25	02/08/22 11:40	
delta-BHC	ug/L	0.0048 U	0.010	0.0048	02/08/22 11:40	
Dieldrin	ug/L	0.0020 U	0.010	0.0020	02/08/22 11:40	J(CU)
Endosulfan I	ug/L	0.0051 U	0.010	0.0051	02/08/22 11:40	J(CU)
Endosulfan II	ug/L	0.0040 U	0.010	0.0040	02/08/22 11:40	
Endosulfan sulfate	ug/L	0.0062 U	0.10	0.0062	02/08/22 11:40	
Endrin	ug/L	0.0043 U	0.010	0.0043	02/08/22 11:40	J(CU)
Endrin aldehyde	ug/L	0.0036 U	0.10	0.0036	02/08/22 11:40	J(CU)
Endrin ketone	ug/L	0.0050 U	0.010	0.0050	02/08/22 11:40	
gamma-BHC (Lindane)	ug/L	0.0022 U	0.010	0.0022	02/08/22 11:40	
Heptachlor	ug/L	0.0062 U	0.010	0.0062	02/08/22 11:40	
Heptachlor epoxide	ug/L	0.016 U	0.020	0.016	02/08/22 11:40	
Methoxychlor	ug/L	0.0042 U	0.010	0.0042	02/08/22 11:40	
Toxaphene	ug/L	0.25 U	0.50	0.25	02/08/22 11:40	J(CU)
Decachlorobiphenyl (S)	%	51	10-132		02/08/22 11:40	
Tetrachloro-m-xylene (S)	%	50	27-124		02/08/22 11:40	

LABORATORY CONTROL SAMPLE & LCSD: 4378539 4378540

Parameter	Units	Spike Conc.	LCS Result	LCSD Result	LCS % Rec	LCSD % Rec	% Rec Limits	RPD	Max RPD	Qualifiers
4,4'-DDD	ug/L	0.5	0.43	0.41	87	83	67-133	5	40	J(CH)
4,4'-DDE	ug/L	0.5	0.39	0.38	78	76	59-125	3	40	J(CH)
4,4'-DDT	ug/L	0.5	0.38	0.37	76	73	54-132	4	40	
Aldrin	ug/L	0.5	0.32	0.30	64	60	25-116	7	40	
alpha-BHC	ug/L	0.5	0.36	0.32	72	64	53-126	12	40	
beta-BHC	ug/L	0.5	0.43	0.38	87	76	62-130	12	40	
delta-BHC	ug/L	0.5	0.30	0.28	59	55	35-122	7	40	
Dieldrin	ug/L	0.5	0.43	0.40	86	81	66-128	6	40	J(CH)
Endosulfan I	ug/L	0.5	0.42	0.40	84	80	67-125	5	40	J(CH)
Endosulfan II	ug/L	0.5	0.40	0.38	80	76	67-131	5	40	
Endosulfan sulfate	ug/L	0.5	0.39	0.38	79	75	62-127	5	40	
Endrin	ug/L	0.5	0.39	0.37	79	75	66-130	5	40	J(CH)
Endrin aldehyde	ug/L	0.5	0.49	0.47	99	93	61-124	6	40	J(CH)

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QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

LABORATORY CONTROL SAMPLE & LCSD: 4378539 4378540

Parameter	Units	Spike Conc.	LCS Result	LCSD Result	LCS % Rec	LCSD % Rec	% Rec Limits	RPD	Max RPD	Qualifiers
Endrin ketone	ug/L	0.5	0.40	0.38	80	75	65-132	6	40	
gamma-BHC (Lindane)	ug/L	0.5	0.39	0.35	78	70	58-127	10	40	
Heptachlor	ug/L	0.5	0.34	0.31	68	62	35-123	9	40	
Heptachlor epoxide	ug/L	0.5	0.40	0.37	80	74	62-125	7	40	
Methoxychlor	ug/L	0.5	0.37	0.36	74	72	59-135	3	40	
Decachlorobiphenyl (S)	%				32	34	10-132			
Tetrachloro-m-xylene (S)	%				70	61	27-124			

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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Pace Analytical Services, LLC
8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

QC Batch: 797102
QC Batch Method: EPA 3510
Analysis Method: EPA 8270 by SIM
Analysis Description: 8270 Water PAHLV by SIM MSSV
Laboratory: Pace Analytical Services - Ormond Beach
Associated Lab Samples: 35694108003, 35694108004

METHOD BLANK: 4376840 Matrix: Water
Associated Lab Samples: 35694108003, 35694108004

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
1-Methylnaphthalene	ug/L	0.19 U	2.0	0.19	02/06/22 00:53	
2-Methylnaphthalene	ug/L	0.17 U	2.0	0.17	02/06/22 00:53	
Acenaphthene	ug/L	0.019 U	0.50	0.019	02/06/22 00:53	
Acenaphthylene	ug/L	0.031 U	0.50	0.031	02/06/22 00:53	
Anthracene	ug/L	0.020 U	0.50	0.020	02/06/22 00:53	
Benzo(a)anthracene	ug/L	0.020 U	0.10	0.020	02/06/22 00:53	
Benzo(a)pyrene	ug/L	0.021 U	0.20	0.021	02/06/22 00:53	
Benzo(b)fluoranthene	ug/L	0.027 U	0.10	0.027	02/06/22 00:53	
Benzo(g,h,i)perylene	ug/L	0.023 U	0.50	0.023	02/06/22 00:53	
Benzo(k)fluoranthene	ug/L	0.024 U	0.50	0.024	02/06/22 00:53	
Chrysene	ug/L	0.026 U	0.50	0.026	02/06/22 00:53	
Dibenz(a,h)anthracene	ug/L	0.025 U	0.15	0.025	02/06/22 00:53	
Fluoranthene	ug/L	0.018 U	0.50	0.018	02/06/22 00:53	
Fluorene	ug/L	0.017 U	0.50	0.017	02/06/22 00:53	
Indeno(1,2,3-cd)pyrene	ug/L	0.024 U	0.15	0.024	02/06/22 00:53	
Naphthalene	ug/L	0.29 U	2.0	0.29	02/06/22 00:53	
Phenanthrene	ug/L	0.019 U	0.50	0.019	02/06/22 00:53	
Pyrene	ug/L	0.032 U	0.50	0.032	02/06/22 00:53	
2-Fluorobiphenyl (S)	%	85	32-100		02/06/22 00:53	
p-Terphenyl-d14 (S)	%	103	48-112		02/06/22 00:53	

LABORATORY CONTROL SAMPLE: 4376841

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
1-Methylnaphthalene	ug/L	5	3.6	71	34-103	
2-Methylnaphthalene	ug/L	5	3.5	70	35-100	
Acenaphthene	ug/L	5	3.9	78	38-102	
Acenaphthylene	ug/L	5	3.6	72	35-97	
Anthracene	ug/L	5	4.0	80	46-107	
Benzo(a)anthracene	ug/L	5	4.1	82	55-113	
Benzo(a)pyrene	ug/L	5	4.5	89	51-112	
Benzo(b)fluoranthene	ug/L	5	4.8	96	58-116	
Benzo(g,h,i)perylene	ug/L	5	4.2	84	45-116	
Benzo(k)fluoranthene	ug/L	5	4.7	93	58-118	
Chrysene	ug/L	5	4.4	88	58-120	
Dibenz(a,h)anthracene	ug/L	5	4.2	83	46-114	
Fluoranthene	ug/L	5	4.3	86	54-118	
Fluorene	ug/L	5	4.0	81	40-105	
Indeno(1,2,3-cd)pyrene	ug/L	5	4.3	85	46-114	

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REPORT OF LABORATORY ANALYSIS

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Pace Analytical Services, LLC
8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

LABORATORY CONTROL SAMPLE: 4376841

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Naphthalene	ug/L	5	3.4	69	34-97	
Phenanthrene	ug/L	5	4.2	85	47-110	
Pyrene	ug/L	5	4.3	86	54-117	
2-Fluorobiphenyl (S)	%			77	32-100	
p-Terphenyl-d14 (S)	%			96	48-112	

MATRIX SPIKE SAMPLE: 4376842

Parameter	Units	35694060003 Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
1-Methylnaphthalene	ug/L	0.19 U	5	3.5	69	34-103	
2-Methylnaphthalene	ug/L	0.17 U	5	3.5	69	35-100	
Acenaphthene	ug/L	0.054 I	5	3.9	78	38-102	
Acenaphthylene	ug/L	0.031 U	5	3.8	75	35-97	
Anthracene	ug/L	0.020 U	5	4.3	86	46-107	
Benzo(a)anthracene	ug/L	0.020 U	5	4.3	86	55-113	
Benzo(a)pyrene	ug/L	0.021 U	5	4.7	95	51-112	
Benzo(b)fluoranthene	ug/L	0.027 U	5	5.0	100	58-116	
Benzo(g,h,i)perylene	ug/L	0.023 U	5	4.4	88	45-116	
Benzo(k)fluoranthene	ug/L	0.024 U	5	4.6	92	58-118	
Chrysene	ug/L	0.026 U	5	4.5	91	58-120	
Dibenz(a,h)anthracene	ug/L	0.025 U	5	4.3	87	46-114	
Fluoranthene	ug/L	0.018 U	5	4.6	93	54-118	
Fluorene	ug/L	0.017 U	5	4.1	82	40-105	
Indeno(1,2,3-cd)pyrene	ug/L	0.024 U	5	4.5	89	46-114	
Naphthalene	ug/L	0.29 U	5	3.4	68	34-97	
Phenanthrene	ug/L	0.019 U	5	4.4	87	47-110	
Pyrene	ug/L	0.032 U	5	4.6	91	54-117	
2-Fluorobiphenyl (S)	%				76	32-100	
p-Terphenyl-d14 (S)	%				98	48-112	

SAMPLE DUPLICATE: 4376843

Parameter	Units	35693949001 Result	Dup Result	RPD	Max RPD	Qualifiers
1-Methylnaphthalene	ug/L	0.19 U	0.19 U		40	
2-Methylnaphthalene	ug/L	0.17 U	0.17 U		40	
Acenaphthene	ug/L	0.019 U	0.019 U		40	
Acenaphthylene	ug/L	0.031 U	0.031 U		40	
Anthracene	ug/L	0.020 U	0.020 U		40	
Benzo(a)anthracene	ug/L	0.020 U	0.020 U		40	
Benzo(a)pyrene	ug/L	0.021 U	0.021 U		40	
Benzo(b)fluoranthene	ug/L	0.027 U	0.027 U		40	
Benzo(g,h,i)perylene	ug/L	0.023 U	0.023 U		40	
Benzo(k)fluoranthene	ug/L	0.024 U	0.024 U		40	
Chrysene	ug/L	0.026 U	0.026 U		40	

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REPORT OF LABORATORY ANALYSIS

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8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

SAMPLE DUPLICATE: 4376843

Parameter	Units	35693949001 Result	Dup Result	RPD	Max RPD	Qualifiers
Dibenz(a,h)anthracene	ug/L	0.025 U	0.025 U		40	
Fluoranthene	ug/L	0.018 U	0.018 U		40	
Fluorene	ug/L	0.017 U	0.017 U		40	
Indeno(1,2,3-cd)pyrene	ug/L	0.024 U	0.024 U		40	
Naphthalene	ug/L	0.29 U	0.29 U		40	
Phenanthrene	ug/L	0.019 U	0.019 U		40	
Pyrene	ug/L	0.032 U	0.032 U		40	
2-Fluorobiphenyl (S)	%	65	77			
p-Terphenyl-d14 (S)	%	84	92			

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8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

QUALITY CONTROL DATA

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

QC Batch: 798590
QC Batch Method: EPA 3510
Analysis Method: FL-PRO
Analysis Description: FL-PRO Water Low Volume
Laboratory: Pace Analytical Services - Ormond Beach
Associated Lab Samples: 35694108003, 35694108004

METHOD BLANK: 4384440 Matrix: Water
Associated Lab Samples: 35694108003, 35694108004

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Petroleum Range Organics	mg/L	0.80 U	1.0	0.80	02/09/22 20:07	
N-Pentatriacontane (S)	%	77	42-159		02/09/22 20:07	
o-Terphenyl (S)	%	90	66-139		02/09/22 20:07	

LABORATORY CONTROL SAMPLE: 4384441

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Petroleum Range Organics	mg/L	5	4.6	91	66-119	
N-Pentatriacontane (S)	%			87	42-159	
o-Terphenyl (S)	%			99	66-139	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4384442 4384443

Parameter	Units	35694819005 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Petroleum Range Organics	mg/L	1.1	4.6	4.7	4.8	4.6	80	74	65-123	5	20	
N-Pentatriacontane (S)	%						82	89	42-159			
o-Terphenyl (S)	%						91	84	66-139			

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Ormond Beach, FL 32174
(386)672-5668

QUALIFIERS

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to dilution of the sample aliquot.

ND - Not Detected at or above adjusted reporting limit.

TNTC - Too Numerous To Count

MDL - Adjusted Method Detection Limit.

PQL - Practical Quantitation Limit.

RL - Reporting Limit - The lowest concentration value that meets project requirements for quantitative data with known precision and bias for a specific analyte in a specific matrix.

S - Surrogate

1,2-Diphenylhydrazine decomposes to and cannot be separated from Azobenzene using Method 8270. The result for each analyte is a combined concentration.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

SG - Silica Gel - Clean-Up

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Reported results are not rounded until the final step prior to reporting. Therefore, calculated parameters that are typically reported as "Total" may vary slightly from the sum of the reported component parameters.

Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.

TNI - The NELAC Institute.

BATCH QUALIFIERS

Batch: 797423

[M5]	A matrix spike/matrix spike duplicate was not performed for this batch due to insufficient sample volume.

ANALYTE QUALIFIERS

I	The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.
U	Compound was analyzed for but not detected.
1p	A matrix spike/matrix spike duplicate was not performed for this batch due to insufficient sample volume.
C2	Relative percent difference between results from each column was greater than 40%. The lower of the two results was reported.
D3	Sample was diluted due to the presence of high levels of non-target analytes or other matrix interference.
J(CH)	Estimated value. The continuing calibration for this compound is outside of method acceptance limits. The results may be biased high.
J(CU)	The continuing calibration for this compound is above method acceptance limits. Analyte presence is not detected in associated samples. Results unaffected by high bias.
J(IS)	Estimated Value. The internal standard recovery associated with this result exceeds the lower control limit. The reported result should be considered an estimated value.
J(S5)	Estimated Value. Surrogate recovery outside control limits due to matrix interferences (not confirmed by re-analysis).
MS	Analyte recovery in the matrix spike was outside QC limits for one or more of the constituent analytes used in the calculated result.
P1	Routine initial sample volume or weight was not used for extraction, resulting in elevated reporting limits.

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8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668

QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: Lakeview Estates-Revised Report
Pace Project No.: 35694108

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
35694108001	**TMW-16**	EPA 3510	797423	EPA 8081	797488
35694108002	**TMW-20**	EPA 3510	797423	EPA 8081	797488
35694108005	**TMW-8**	EPA 3510	797423	EPA 8081	797488
35694108006	**TMW-17**	EPA 3510	797423	EPA 8081	797488
35694108007	**TMW-1**	EPA 3510	797423	EPA 8081	797488
35694108003	**TMW-19**	EPA 3510	798590	FL-PRO	798797
35694108004	**TMW-18**	EPA 3510	798590	FL-PRO	798797
35694108001	**TMW-16**	EPA 3010	797445	EPA 6010	797459
35694108002	**TMW-20**	EPA 3010	797118	EPA 6020	797362
35694108003	**TMW-19**	EPA 3010	797118	EPA 6020	797362
35694108004	**TMW-18**	EPA 3010	797118	EPA 6020	797362
35694108005	**TMW-8**	EPA 3010	797118	EPA 6020	797362
35694108006	**TMW-17**	EPA 3010	797118	EPA 6020	797362
35694108007	**TMW-1**	EPA 3010	797118	EPA 6020	797362
35694108009	**TMW-20-F**	EPA 3010	797516	EPA 6020	797707
35694108010	**TMW-19-F**	EPA 3010	797516	EPA 6020	797707
35694108008	**TMW-16-F**	EPA 3010	797056	EPA 6020	797075
35694108011	**TMW-8-F**	EPA 3010	797056	EPA 6020	797075
35694108012	**TMW-17-F**	EPA 3010	797056	EPA 6020	797075
35694108013	**TMW-1-F**	EPA 3010	797056	EPA 6020	797075
35694108002	**TMW-20**	EPA 7470	799053	EPA 7470	799222
35694108003	**TMW-19**	EPA 7470	799053	EPA 7470	799222
35694108004	**TMW-18**	EPA 7470	799053	EPA 7470	799222
35694108009	**TMW-20-F**	EPA 7470	799053	EPA 7470	799222
35694108010	**TMW-19-F**	EPA 7470	799053	EPA 7470	799222
35694108003	**TMW-19**	EPA 3510	797102	EPA 8270 by SIM	797875
35694108004	**TMW-18**	EPA 3510	797102	EPA 8270 by SIM	797875
35694108003	**TMW-19**	EPA 8260	799544		
35694108004	**TMW-18**	EPA 8260	799544		

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WO# : 35694108

35694108

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CHAIN-OF-CUSTODY / Analytical Rec

The Chain-of-Custody is a LEGAL DOCUMENT. All relevant

Submitting a sample via this chain of custody constitutes acknowledgment and acceptance of the Pace Terms and Conditions found at https://info.pacelabs.com/hubfs/pas-standard

Page : 1 Of

Section A Required Client Information:		Section B Required Project Information:		Section C Invoice Information:	
Company:	SCS Engineers	Report To:	Maggie Horty	Attention:	
Address:	3922 Coconut Palm Drive	Copy To:	Kirk Blevins	Company Name:	
Tampa, FL 33619				Address:	
Email:	mhorty@scsengineers.com	Purchase Order #:		Pace Quote:	
Phone:	904-616-0481 Fax	Project Name:	Lakeview Estates	Pace Project Manager:	todd.rae@pacelabs.com,
Requested Due Date:	Std TAT (5-7 days)	Project #:	09221256.00 T00002	Pace Profile #:	

Regulatory Agency	
State / Location	FL

ITEM #	SAMPLE ID (One Character per box. (A-Z, 0-9 / , -) Sample Ids must be unique)	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED DATE	COLLECTED TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Analyses Test Y/N	Arsenic	RCRA 8 Metals	OCPs	Herbicides	BTEX/MTBE 8260	PAH 8270	TRPH	PCBs	Residual Chlorine (Y/N)
1	TMW- 16			12 /2022	810					X							X		X						
2	TMW- 20			12 /2022	920					X								X	X	X					
3	TMW- 19			12 /2022	1020				X	X	X							X			X	X	X	X	
4	TMW- 18			12 /2022	1130				X	X	X							X			X	X	X		
5	TMW- 8			12 /2022	1233					X							X		X						
6	TMW- 17			12 /2022	1420					X							X		X						
7	TMW- 1			12 /2022	1510					X							X		X						
8	TMW-			12 /2022																					
9	TMW-			12 /2022																					
10	TMW-			12 /2022																					
11	TMW-			12 /2022																					
12	TMW-			12 /2022																					

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS			
	/SCS	12.22	1635	BP Pace	12/22	1635	148	y	N	y

SAMPLER NAME AND SIGNATURE

PRINT Name of SAMPLER: Andrew Mitchell ~~Donovan Dickey~~

SIGNATURE of SAMPLER: DATE Signed: 12 /2022

TEMP in C	Received on Ice (Y/N)	Custody Sealed Cooler (Y/N)	Samples Intact (Y/N)

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CHAIN-OF-CUSTODY / Analytical Request Document

The Chain-of-Custody is a LEGAL DOCUMENT. All relevant fields must be completed accurately.

Submitting a sample via this chain of custody constitutes acknowledgment and acceptance of the Pace Terms and Conditions found at https://info.pacelabs.com/hubfs/pas-standard-terms.pdf.

Page : 1 Of

Section A Required Client Information:		Section B Required Project Information:		Section C Invoice Information:	
Company:	SCS Engineers	Report To:	Maggie Horty	Attention:	
Address:	3922 Coconut Palm Drive	Copy To:	Kirk Blevins	Company Name:	
Tampa, FL 33619				Address:	
Email:	mhorty@scsengineers.com	Purchase Order #:		Pace Quote:	
Phone:	904-616-0481 Fax	Project Name:	Lakeview Estates	Pace Project Manager:	todd.rae@pacelabs.com
Requested Due Date:	Std TAT (5-7 days)	Project #:	09221256.00 T00002	Pace Profile #:	

Regulatory Agency:

State / Location: FL

ITEM #	SAMPLE ID (One Character per box. (A-Z, 0-9 / , -) Sample Ids must be unique)	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED DATE	COLLECTED TIME	SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives: Unpreserved	H2SO4	HNO3	HCl	NaOH	Na2S2O3	Methanol	Other	Analyses Test Y/N	Arsenic	RCRA 8 Metals	OCPs	Herbicides	Dissolved metals	Residual Chlorine (Y/N)	
1	TMW- 16 - F			2/2/2022	810					X							X				X		
2	TMW- 20 - F			2/2/2022	920					X								X			X		call PM to confirm analysis of dissolved metals
3	TMW- 19 - F			2/2/2022	1020					X								X			X		
4	TMW- 8 - F			2/2/2022	1233					X							X				X		
5	TMW- 17 - F			2/2/2022	1420					X							X				X		
6	TMW- 1 - F			2/2/2022	1510					X							X				X		
7	TMW-			1/ /2022																			
8	TMW-			1/ /2022																			
9	TMW-			1/ /2022																			
10	TMW-			1/ /2022																			
11	TMW-			1/ /2022																			
12	TMW-			1/ /2022																			

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS			
	[signature] /SCS	2.2.22	1635	BS Rae	2/2/22	1635	14.8	Y	N	Y

SAMPLER NAME AND SIGNATURE

PRINT Name of SAMPLER: Andrew Mitchell Donovan Dickey

SIGNATURE of SAMPLER: [signature] DATE Signed: 2/2/2022

TEMP in C | Received on Ice (Y/N) | Custody Sealed Cooler (Y/N) | Samples Intact (Y/N)

Pace

Sample Condition Upon Receipt Form (SCUR)

WO# : 35694108

PM: TSR **Due Date: 02/09/22**

CLIENT: SCSJAX

Project #
Project Manager:
Client:

Date and Initials of person:
Examining contents:
Label:
Deliver:
pH:

Thermometer Used: T-393 Date: 2/2/22 Time: 1636 Initials: BS

State of Origin: ☐ For WV projects, all containers verified to ≤6 °C

Cooler #1 Temp.°C	14.8 **(Visual)**	+0.0 **(Correction Factor)**	14.8 **(Actual)**	☑ Samples on ice, cooling process has begun
Cooler #2 Temp.°C	_____ **(Visual)**	_____ **(Correction Factor)**	_____ **(Actual)**	☐ Samples on ice, cooling process has begun
Cooler #3 Temp.°C	_____ **(Visual)**	_____ **(Correction Factor)**	_____ **(Actual)**	☐ Samples on ice, cooling process has begun
Cooler #4 Temp.°C	_____ **(Visual)**	_____ **(Correction Factor)**	_____ **(Actual)**	☐ Samples on ice, cooling process has begun
Cooler #5 Temp.°C	_____ **(Visual)**	_____ **(Correction Factor)**	_____ **(Actual)**	☐ Samples on ice, cooling process has begun
Cooler #6 Temp.°C	_____ **(Visual)**	_____ **(Correction Factor)**	_____ **(Actual)**	☐ Samples on ice, cooling process has begun

Recheck for OOT °C _____ **(Visual)** _____ **(Correction Factor)** _____ **(Actual) Time:** _____ **Initials:** _____

Courier: ☐ Fed Ex ☐ UPS ☐ USPS ☑ Client ☐ Commercial ☐ Pace ☐ Other _____

Shipping Method: ☐ First Overnight ☐ Priority Overnight ☐ Standard Overnight ☐ Ground ☐ International Priority ☐ Other _____

Billing: ☐ Recipient ☐ Sender ☐ Third Party ☐ Credit Card ☐ Unknown

Tracking # _____

Custody Seal on Cooler/Box Present: ☐ Yes ☐ No **Seals intact:** ☐ Yes ☐ No **Ice:** Wet Blue Melted None

Packing Material: ☑ Bubble Wrap ☐ Bubble Bags ☐ one ☐ Other _____

Samples shorted to lab (If Yes, complete) Shorted Date: _____ Shorted Time: _____ Qty: _____

		Comments:
Chain of Custody Present	☑Yes ☐ No ☐N/A	
Chain of Custody Filled Out	☑Yes ☐ No ☐N/A	
Relinquished Signature & Sampler Name COC	☑Yes ☐ No ☐N/A	
Samples Arrived within Hold Time	☑Yes ☐ No ☐N/A	
Rush TAT requested on COC	☐Yes ☐ No ☑N/A	
Sufficient Volume	☑Yes ☐ No ☐N/A	
Correct Containers Used	☑Yes ☐ No ☐N/A	
Containers Intact	☑Yes ☐ No ☐N/A	
Sample Labels match COC (sample IDs & date/time of collection)	☑Yes ☐ No ☐N/A	
All containers needing acid/base preservation have been checked. All Containers needing preservation are found to be in compliance with EPA recommendation: Exceptions: Vials, Microbiology, O&G, PFAS	☑Yes ☐ No ☐N/A ☑Yes ☐ No ☐N/A	Preservation Information: Preservative: _____ Lot #/Trace #: _____ Date: _____ Time: _____ Initials: _____
Headspace in VOA Vials? (>6mm):	☐Yes ☑ No ☐N/A	
Trip Blank Present:	☐Yes ☐ No ☑N/A	

Comments/ Resolution (use back for additional comments): _____

ATTACHMENT E | GROUNDWATER SAMPLING AND CALIBRATION LOGS

Form FD 9000-24

GROUNDWATER SAMPLING LOG

SITE NAME:	LAKEVIEW ESTATES	SITE	398 Lakeview Blvd, Palm Coast FL
WELL NO:	TMW-17	SAMPLE ID: TMW-17	DATE: 02 Feb-2022

PURGING DATA

WELL DIAMETER (inches):	TUBING DIAMETER	WELL SCREEN INTERVAL	STATIC DEPTH TO WATER (feet):	PURGE PUMP TYPE OR BAILER:
1.5	1/4	DEPTH: 9 feet to 19 feet	10.50	PP

WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH – STATIC DEPTH TO WATER) X WELL CAPACITY

= (19.0 feet – 10.50 feet) X 0.09 gallons/foot = 0.77 gallons

EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME
(only fill out if applicable)

= gallons + (gallons/foot X feet) + gallons = gallons

INITIAL PUMP OR TUBING DEPTH IN WELL (feet):	FINAL PUMP OR TUBING DEPTH IN WELL (feet):	PURGING INITIATED AT:	PURGING ENDED AT:	TOTAL VOLUME PURGED (gallons):
15	15	13:25	14:19	2.70

TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. (circle units) µmhos/cm or µS/cm	DISSOLVED OXYGEN (circle units) mg/L or % saturation	TURBIDITY (NTUs)	ORP (mV)	COLOR (describe)	ODOR (describe)
14:15	2.50	2.50	0.05	10.50	5.19	22.55	295	7.41/86.1%	1000	19.80	Brown	No Odor
14:17	0.10	2.60	0.05	10.50	5.19	22.56	295	7.47/86.9%	1000	19.80	Brown	No Odor
14:19	0.10	2.70	0.05	10.50	5.19	22.66	295	7.41/86.1%	1000	19.00	Brown	No Odor

WELL CAPACITY (Gallons Per Foot): **0.75"** = 0.02; **1"** = 0.04; **1.25"** = 0.06; **2"** = 0.16; **3"** = 0.37; **4"** = 0.65; **5"** = 1.02; **6"** = 1.47; **12"** = 5.88
TUBING INSIDE DIA. CAPACITY (Gal./Ft.): **1/8"** = 0.0006; **3/16"** = 0.0014; **1/4"** = 0.0026; **5/16"** = 0.004; **3/8"** = 0.006; **1/2"** = 0.010; **5/8"** = 0.016

PURGING EQUIPMENT CODES: **B** = Bailer; **BP** = Bladder Pump; **ESP** = Electric Submersible Pump; **PP** = Peristaltic Pump; **O** = Other (Specify)

SAMPLING DATA

SAMPLED BY (PRINT) / AFFILIATION:	SAMPLER(S) SIGNATURE(S):	SAMPLING INITIATED	SAMPLING ENDED AT:
Andrew Mitchell/SCS		14:20	14:27

PUMP OR TUBING DEPTH IN WELL (feet):	TUBING MATERIAL CODE:	FIELD-FILTERED: Y N	FILTER SIZE:
15	HDPE + S	Filtration Equipment Type:	0.45 µm

FIELD DECONTAMINATION: PUMP Y (N) TUBING (Y) N (replaced) DUPLICATE: Y (N)

SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION					
SAMPLE ID CODE	# CONTAINERS	MATERIAL CODE	VOLUME (mL)	PRESERVATIVE USED	TOTAL VOL ADDED IN FIELD (mL)	FINAL pH	INTENDED ANALYSIS AND/OR METHOD	SAMPLING EQUIPMENT CODE	SAMPLE PUMP FLOW RATE (mL per minute)
TMW-17	1	AG	1000	----	----	5.19	OCP	APP	~200
TMW-17	2	PE	250	HNO3	----	<2	As	APP	~200

One field filtered sample collected for metals.

MATERIAL CODES: **AG** = Amber Glass; **CG** = Clear Glass; **PE** = Polyethylene; **PP** = Polypropylene; **S** = Silicone; **T** = Teflon; **O** = Other (Specify)

SAMPLING EQUIPMENT CODES: **APP** = After Peristaltic Pump; **B** = Bailer; **BP** = Bladder Pump; **ESP** = Electric Submersible Pump; **RFPP** = Reverse Flow Peristaltic Pump; **SM** = Straw Method (Tubing Gravity Drain); **O** = Other (Specify)

NOTES: 1. **The above do not constitute all of the information required by Chapter 62-160, F.A.C.**

2. STABILIZATION CRITERIA FOR RANGE OF VARIATION OF LAST THREE CONSECUTIVE READINGS (SEE FS 2212, SECTION 3)

pH: + 0.2 units Temperature: + 0.2 °C **Specific Conductance:** + 5% **Dissolved Oxygen:** all readings < 20% saturation (see Table FS 2200-2); optionally, ± 0.2 mg/L or ± 10% (whichever is greater) **Turbidity:** all readings ≤ 20 NTU; optionally ± 5 NTU or ± 10% (whichever is greater)

Revision Date: January 30, 2017

Boldly "X" this box if there is qualified data on this page.

Form FD9000-8 **CALIBRATION LOG (FDEP SOP FT 1000-FT 1500, FD 1000-FD 4000)** 11-10-05

Project/Site: Lakeview Estates Date: 02 Feb 22 Meter # 37398

Temperature (Quarterly) *For Date of Last Temperature Verification see ____ in log book ____*

Dissolved Oxygen	**DEP SOP FT 1500**	Initials	Date	Time	Probe Charge	Probe Gain	mg/L	Temp °C	% DO	Saturation mg/L (from chart)	Pass or Fail
										Acceptance Criteria:+/-0.3mg/l	
CAL (ICV) CCV		AM	2.2.22	620	-	-	8.22	25.22	243.0	8.233	(P) F
CAL ICV (CCV)		AM	2.2.22	2110			14.90	24.30	177.9	8.321	P (F)
CAL ICV CCV											P F
CAL ICV CCV											P F
CAL ICV CCV											P F
CAL ICV CCV											P F
CAL ICV CCV											P F

Specific Conductance	**DEP SOP FT 1200**	Initials	Date	Time	Standard µmhos/cm	Exp. Date	Lot #	Bottle #	Cell Constant	Reading µmhos/cm	Pass or Fail
									Acceptance Criteria: +/- 5%		
CAL (ICV) CCV		AM	2.2.22	629	1413	11/22	IGK 144	-	-	1409	(P) F
CAL ICV (CCV)		AM	2.2.22	2112	1413	11/22	IGK 144			1430	(P) F
CAL ICV CCV											P F
CAL ICV CCV											P F
CAL ICV CCV											P F
CAL ICV CCV											P F
CAL ICV CCV											P F

pH	**DEP SOP FT 1100**	Initials	Date	Time	Standard SU	Exp. Date	Lot #	Bottle #	Slope	Reading SU	Pass or Fail
									Acceptance Criteria: +/- 0.2 SU		
CAL (ICV) CCV		AM	2.2.22	633	pH 7	10/23	IGJ567	-	-	7.02	(P) F
CAL (ICV) CCV		AM	2.2.22	635	pH 4	11/23	IGK617			3.91	(P) F
CAL (ICV) CCV		AM	2.2.22	638	pH 10	7/23	IGK791			9.96	(P) F
CAL ICV (CCV)		AM	2.2.22	2115	pH 7	10/23	IGJ567			7.26	P (F)
CAL ICV (CCV)		AM	2.2.22	2118	pH 4	11/23	IGK617			4.08	(P) F
CAL ICV (CCV)		AM	2.2.22	2120	pH 10	7/23	IGK791			10.41	P (F)
CAL ICV CCV				~~2122~~							P F
CAL ICV CCV											P F
CAL ICV CCV											P F

Maintenance: Weekly pH Slope: _____ Specific Conductance Probe Cleaned? Yes No Dissolved Oxygen Membrane Changed: Yes No

Notes:

Perform only in Calibrate Mode: **CAL** - Calibrate -
Perform only in Run Mode: **ICV** - Initial Calibration Verification
Perform only in Run Mode: **CCV** - Continuing Calibration Verification

Form FD 9000-8: FIELD INSTRUMENT CALIBRATION RECORDS

INSTRUMENT (MAKER/MODEL#) YSI 556 / HACH 2100 **INSTRUMENT #** 37398 / 048640

PARAMETER: *[check only one]*

☐ TEMPERATURE ☐ CONDUCTIVITY ☐ SALINITY ☐ pH ☒ ORP

☒ TURBIDITY ☐ RESIDUAL Cl ☐ DO ☐ OTHER _____

STANDARDS: *[Specify the type(s) of standards used for calibration, the origin of the standards, the standard values, and the date the standards were prepared or purchased]*

Standard A NTU 10 08/22 A1125 D. NTU 800 05/22 A1035

Standard B NTU 20 05/22 A1049 E. ORP 240.0 04/22 1GC857

Standard C NTU 100 08/22 A1123

DATE (yy/mm/dd)	TIME (hr:min)	STD (A, B, C)	STD VALUE	INSTRUMENT RESPONSE	% DEV	CALIBRATED (YES, NO)	TYPE (INIT, CONT)	SAMPLER INITIALS
22/02/02	650	A	10	10.4	4	NO	CONT	AM
22/02/02	652	B	20	20.8	4	NO	CONT	AM
22/02/02	657	C	100	101	1	NO	CONT	AM
22/02/02	700	D	800	808	1	NO	CONT	AM
22/02/02	645	E	240	232.6	3.1	NO	CONT	AM
22/02/02	2130	A	10	10.4	4	NO	CONT	AM
22/02/02	2132	B	20	20.5	2.5	NO	CONT	AM
22/02/02	2135	C	100	100	0	NO	CONT	AM
22/02/02	2138	D	800	790	1.25	NO	CONT	AM
22/02/02	2145	E	240	228.6	4.75	NO	CONT	AM
2								

INSTRUMENT CALIBRATION REPORT

Pine Environmental Services LLC
3901 Coconut Palm Dr. Ste 107
Tampa, FL 33619
Direct: 813-620-1001

Pine Environmental Services, Inc.

Instrument ID 37398
Description YSI 556
Calibrated 1/21/2022 10:09:26AM

Manufacturer YSI
Model Number 556
Serial Number/ Lot Number 04E8529 AJ
Location Florida
Department

State Certified
Status Pass
Temp °C 25
Humidity % 55

Calibration Specifications

Group # 1
Group Name pH
Stated Accy Plus / Minus
Range Acc % 0.0000
Reading Acc % 0.0000
Plus/Minus 0.20

Nom In Val / In Val	In Type	Out Val	Out Type	Fnd As	Lft As	Dev%	Pass/Fail
4.00 / 4.00	PH	4.00	PH	3.94	4.00	0.00%	Pass
7.00 / 7.00	PH	7.00	PH	6.95	7.00	0.00%	Pass
10.00 / 10.00	PH	10.00	PH	10.02	10.00	0.00%	Pass

Group # 2
Group Name Conductivity
Stated Accy Pct of Reading
Range Acc % 0.0000
Reading Acc % 1.0000
Plus/Minus 0.000

Nom In Val / In Val	In Type	Out Val	Out Type	Fnd As	Lft As	Dev%	Pass/Fail
1.413 / 1.413	ms/cm	1.413	ms/cm	1.418	1.413	0.00%	Pass

Group # 3
Group Name ORP
Stated Accy Plus / Minus
Range Acc % 0.0000
Reading Acc % 0.0000
Plus/Minus 20.00

Nom In Val / In Val	In Type	Out Val	Out Type	Fnd As	Lft As	Dev%	Pass/Fail
240.00 / 240.00	mv	240.00	mv	240.40	240.00	0.00%	Pass

Group # 4
Group Name Dissolved Oxygen Span
Stated Accy Pct of Reading
Range Acc % 0.0000
Reading Acc % 2.0000
Plus/Minus 0.00

Nom In Val / In Val	In Type	Out Val	Out Type	Fnd As	Lft As	Dev%	Pass/Fail
100.00 / 100.00	%	100.00	%	91.60	100.70	0.70%	Pass

INSTRUMENT CALIBRATION REPORT

Pine Environmental Services LLC
3901 Coconut Palm Dr. Ste 107
Tampa, FL 33619
Direct: 813-620-1001

Pine Environmental Services, Inc.

Instrument ID 37398
Description YSI 556
Calibrated 1/21/2022 10:09:26AM

Test Instruments Used During the Calibration

Test Standard ID	Description	Manufacturer	Model Number	Serial Number / Lot Number	(As Of Cal Entry Date) Next Cal Date / Last Cal Date/ Expiration Date Opened Date
FTL COND 1.413	MS/CM CONDUCTIVITY STANDARD	Pine		iGE261	5/31/2022
FTL ORP 240 LOT# 3054	FTL ORP 240 mV LOT# 3054	Hanna	FTL ORP 240	3054	6/30/2023
FTL PH 4 STANDARD	PH 4 BUFFER SOLUTION	Pine		1GC758	3/29/2023
FTL PH 7 STANDARD	PH 7	Pine Environmental Services, Inc.		1GE237	5/30/2023
FTL PH10	PH 10	AquaPhoenix Scientific	PH 10	1GD492	4/30/2023

Notes about this calibration

Calibration Result Calibration Successful
Who Calibrated Robert Windley

All instruments are calibrated by Pine Environmental Services LLC according to the manufacturer's specifications, but it is the customer's responsibility to calibrate and maintain this unit in accordance with the manufacturer's specifications and/or the customer's own specific needs.

Notify Pine Environmental Services LLC of any defect within 24 hours of receipt of equipment
Please call 800-301-9663 for Technical Assistance

INSTRUMENT CALIBRATION REPORT

Pine Environmental Services LLC
92 North Main St, Building 20
Windsor, NJ 08561
Toll-free: (800) 301-9663

Pine Environmental Services, Inc.

Instrument ID 48640
Description HACH 2100Q Turbidity meter
Calibrated 1/18/2022 11:06:38AM

Manufacturer HACH
Model Number 2100Q
Serial Number/ Lot Number 20070D000050
Location New Jersey
Department

State Certified
Status Pass
Temp °C 24.5
Humidity % 20

Calibration Specifications

Group # 1
Group Name Turbidity
Stated Accy Pct of Reading

Range Acc % 0.0000
Reading Acc % 10.0000
Plus/Minus 0.00

Nom In Val / In Val	In Type	Out Val	Out Type	Fnd As	Lft As	Dev%	Pass/Fail
10.00 / 10.00	NTU	10.00	NTU	9.71	9.71	-2.90%	Pass
20.00 / 20.00	NTU	20.00	NTU	18.80	20.10	0.50%	Pass
100.00 / 100.00	NTU	100.00	NTU	93.50	99.60	-0.40%	Pass
800.00 / 800.00	NTU	800.00	NTU	786.00	798.00	-0.25%	Pass

Test Instruments Used During the Calibration

Test Standard ID	Description	Manufacturer	Model Number	Serial Number / Lot Number	(As Of Cal Entry Date) Last Cal Date/ Opened Date	Next Cal Date / Expiration Date
NJ HACH 10 NTU LOT: A1125	10 NTU STANDARD	HACH	10 NTU	A1125	1/18/2022	8/31/2022
NJ HACH 100 NTU LOT: A1123	20 NTU STANDARD	HACH	20 NTU	A1123		8/31/2022
NJ HACH 20 NTU LOT: A1049	20 NTU STANDARD	HACH	20 NTU	A1049	1/18/2022	5/31/2022
NJ HACH 800 NTU LOT: A1035	800 NTU STANDARD	HACH	800 NTU	A1035	5/13/2021	5/31/2022

Notes about this calibration

Calibration Result Calibration Successful
Who Calibrated William Bass

INSTRUMENT CALIBRATION REPORT

Pine Environmental Services LLC
92 North Main St, Building 20
Windsor, NJ 08561
Toll-free: (800) 301-9663

Pine Environmental Services, Inc.

Instrument ID 48640
Description HACH 2100Q Turbidity meter
Calibrated 1/18/2022 11:06:38AM

All instruments are calibrated by Pine Environmental Services LLC according to the manufacturer's specifications, but it is the customer's responsibility to calibrate and maintain this unit in accordance with the manufacturer's specifications and/or the customer's own specific needs.

Notify Pine Environmental Services LLC of any defect within 24 hours of receipt of equipment
Please call 800-301-9663 for Technical Assistance

Prepared by:
Michael D. Chiumento III, Esq.
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164

Return to:
City of Palm Coast, City Clerk
160 Lake Avenue
Palm Coast, FL 32164

LAKEVIEW ESTATES
FIRST AMENDMENT TO THE
MASTER PLANNED DEVELOPMENT AGREEMENT

THIS, FIRST AMENDMENT TO THE MASTER PLANNED DEVELOPMENT AGREEMENT, (hereinafter referred to as the "Amendment") is made and executed this _____ day of _____, 2026, by and between the **CITY OF PALM COAST,** a Florida municipal corporation (herein referred to as the "City"), whose address is 160 Lake Avenue, Palm Coast, Florida 32164 and **MATANZAS GC PALM COAST, LLC,** a Florida limited liability company (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status) whose address is 200 Ocean Crest Drive, Unit 1111, Palm Coast, Florida 32137.

RECITALS

1. On or about January 19, 2021, the City approved the Lakeview Estates Master Planned Development Agreement (the "MPD").
2. Pursuant to the citizen survey dated June 19 and 20, 2021, City desires to own, permit and develop a park for the residents of Palm Coast.
3. The Owner desires to convey to the City sufficient lands for purpose of a park and amend the PUD to allow for areas of the property to be developed consistent with the present densities and intensities.

4. The City and Owner enter into this Amendment to the MPD to achieve their respective goals and objectives.
5. The City of Palm Coast City Council ("City Council") has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of City staff, and the recommendation of the PLDRB, which voted six to zero to recommend denial at their regularly scheduled meeting conducted on May 20, 2026; and
6. The City Council held duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and
7. The City Council hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast, Florida.

NOW THEREFORE, it is resolved and agreed by and between the City and the Owner that the Owner's application for an Amendment to the MPD is approved, and the parties agree to the following:

FINDINGS OF FACT:

(a) The aforementioned recitals are taken as true, incorporated herein by reference and made a material part of this Amendment.

(b) This Amendment is consistent with (1) the State's Comprehensive Plan as set forth in Chapter 187, Florida Statutes and (2) the City's Comprehensive Plan.

(c) The public hearing to consider this Amendment was properly noticed and held by the City Council pursuant Florida State law and the City's Land Development Code.

CITY COMMUNITY PARK:

At no cost to the City and not subject to City Park Impact Free Credits, the Owner shall convey to the City approximately fifteen (15) acres on a tract of land (the "City Park Site") as generally

depicted on Amended Conceptual Site Plan (**Ex. "A"**) which replaces the Conceptual Site Plan in the MPD. Said conveyance shall take place within one hundred twenty (120) days of execution of this Amendment. The conveyances of lands pursuant to the Amendment shall be free from all encumbrances except easements, reservations, and restrictions acceptable to each other, together with all appurtenances pertaining to the conveyance. Owner will prepay taxes for the year of closing pursuant to Fla. Stat. 196.295. and all special assessments which may have been levied or certified prior to closing on the City Park Site. Sixty (60) days before Closing, the Owner will cause the title company of its choice to issue and deliver to City ALTA title commitments to issue a policy in the amount of the assessed value of the City Park Site, accompanied by one copy of each document supporting any exceptions to the title commitment. The Owner will execute a standard form owner's affidavit and such other affidavits as may be reasonably required by the City, the Title Company, or the Closing Agent. The Owner will also execute an Affidavit of interest in Real Property pursuant to Fla. Stat. 286.23. The Owner will execute affidavits declaring that the City Park Site does not currently contain any Hazardous Substances in violation of any applicable environmental laws or regulations, including but not limited to Section 103 of the Comprehensive Environmental Response, Compensation and Liability Act. 42 U.S.C. Section 9601 et seq. any "super lien" laws, any super fund laws, or similar federal or state laws, or any successor statutes ("Environmental Laws"), nor to Owner's knowledge has any clean-up of their properties occurred pursuant to the Environmental Laws which could give rise to liability to reimburse any governmental authority for the costs of such clean-up or result in a lien or encumbrance. Moreover, prior to conveyance, the Owner shall demonstrate that Tract 8 arsenic levels are under the limit for human occupation as regulated by Federal, State and local law including, but not limited to, the Florida Department of Environmental Protection ("FDEP").

SECTION 4 PROJECT DESCRIPTION.

Section 4 "Project Description" of the MPD Development Agreement shall be deleted in its entirety and replaced with the following:

The Subject Property has three (3) Comprehensive Plan FLUM designations, Greenbelt on approximately 260 +/- acres, Mixed Use (20 +/-acres) and Conservation on approximately .19 +/- acres. The current MPD zoning on the property will be maintained and this Development Agreement shall govern all development on the Subject Property as defined herein. Consistent with the Comprehensive Plan and the Greenbelt FLUM, residential units may be developed at one unit per acre. The project proposes 20 +/- acres of Mixed Use FLUM for commercial uses within the Tract 9. As a result, 260 residential units are permitted to be clustered within the remaining 260.0 +/- acres of Greenbelt FLUM at the Owner's discretion. To date, 221 residential units have been permitted, leaving the remaining residential unit balance at 39. The Owner may develop a residential and commercial development as depicted on the Lakeview Estates Conceptual Master Plan, attached hereto as **Exhibit "B"** and as further defined herein ("Project"). **Exhibit "B-1"** through **Exhibit "B-8"** further define the project and illustrate allowable uses within each Tract. The uses on each Tract (shall be as follows which are consistent with the Conceptual Site Plan:

TRACT	USE	LDC Designation to be used for Development Standards purposes only
1	Uses on this tract will be single-family residential homes along with View Protection Zones (VPZ), wetland preservation, stormwater pond creation, and community amenities including exterior storage of boats and RVs exclusively for residents residing in the community that will be totally screened from view from off-site properties, Lakeview Boulevard and London Drive.	SFR-1

2	Uses on this tract primarily consist of View Protection Zones, wetlands, natural buffers, and stormwater ponds. In addition, the property is limited to single family residential dwellings, view protection zones, natural buffers, and stormwater ponds.	SFR-2 and P&G
3	Uses on this tract primarily consist of single-family residential homes, View Protection Zones as further discussed below, wetlands, natural buffers, and stormwater ponds.	SFR-2 or P&G
4	Uses on this tract primarily consist of View Protection Zones/conservation, stormwater and wetlands. The property is limited to single family residential dwellings.	SFR-2 and P&G
5	This Tract is designated as a View Protection Zone/conservation.	P&G
6	Uses on this tract primarily consist of View Protection Zones, wetlands, natural buffers, and stormwater ponds.	P&G
7	Uses on this tract primarily consist of View Protection Zone, wetlands, natural buffers, stormwater retention, an existing pond, and single-family residential dwellings.	SFR-2 and P&G
8	Use of this Tract is limited to a City Park, View Protection Zones, and existing pond. FLUM areas designated Conservation shall be field verified prior to development and the boundaries between the Greenbelt and Conservation areas shall be modified accordingly on the FLUM.	P&G
9	Use of this Tract will be limited to 250,000 sq. ft. commercial uses meeting the COM-2 zoning standards as further provided in Ex. “C”. The maximum building height shall be 35 feet and there shall be a minimum View Protection Zone of 100 feet in width along its eastern property line where it abuts the rear of all existing platted residential lots. All remaining areas include View Protection Zones, new and existing ponds, and natural buffers. This Tract shall also provide Emergency access to US Highway 1 from London Drive.	COM-2 & P&G
10	Use of this Tract is limited to single family residential units with View Protection Zones.	SFR-2

1. TRACT 1: Tract 1 shall be permitted to develop into a single family detached residential community consistent with the City's SFR-1 and SFR-2 zoning district standards and as depicted on the Conceptual Plan. This community will contain its own private amenities which may include a club house, pools, activities room, exercise trails and self-storage of boats and recreational vehicles limited to residents use only. It shall have two (2) entrances onto Lakeview Drive. Stormwater ponds will be developed on site to contain all runoff as required by Federal, State and City rules. In the areas that abut existing residential platted lots, a View Protection Zone ("VPZ") will be required (See Section 10.7). Prior to application for Subdivision Master Plan or Site Plan Approval, an applicant shall ensure that the VPZ is designed in such a fashion that it maintains the Lot Owners' view of the Subject Property consistent with the City's Land Development Code (LDC). Also prior to the above-mentioned application, an applicant shall demonstrate that Tract 1 is or shall be free from environmental hazards and safe for human occupation as regulated by Federal, State and local law including, but not limited to, the Florida Department of Environmental Protection ("FDEP"). The existing golf course maintenance building may be utilized during construction of the residential community on Tract 1 but shall be removed prior to completion of the infrastructure for the residential community.

2. TRACT 2: Tract 2 shall be maintained as a VPZ except for the area depicted on **Exhibit "B-2"** Tract Plan for single family residential lots. The single family residential area shall be developed consistent with the SFR-2 zoning district standards as provided herein. As a condition of approval of these lots, a VPZ shall be provided to specifically address the adjacent existing single-family platted lots. Stormwater retention is allowed.

3. TRACT 3: Tract 3 may be developed with SFR-2, P&G, natural buffers, and stormwater retention uses, subject to maintaining a minimum fifty (50) foot VPZ. Moreover,

development of Tract 3 shall be limited to include two (2) access points and shared driveway to Lakeview Blvd. The VPZ shall (i) be a minimum of fifty feet (50') in width, (ii) minimize the impact to the existing tree canopy adjacent to the existing residential properties, and (iii) use enhanced screening adding additional planting, to include use of canopy trees, understory trees, and shrubbery, to shield the view of adjacent residential properties. The enhanced screening shall be to the satisfaction of the Land Use Administrator or their designee. At no time shall development of Tract 3 permit the clearing of the VPZ.

4. TRACT 4: Tract 4 shall be mostly preserved as a natural area through the use of VPZs and Conservation Easements over existing wetlands. The on-site wetlands are intended to be preserved and, if impacted, avoidance and minimization techniques will be required pursuant to Federal, State and local law. Consistent with **Exhibit "B-4"** Tract Plan, some single-family residential lots may be developed consistent with SFR-2 zoning designation standards, however they will be required to provide a fifty (50) foot VPZ if behind existing platted residential lots.

5. TRACT 5: Tract 5 shall be a VPZ. No development shall be permitted on Tract 5.

6. TRACT 6: Tract 6 shall be a VPZ and stormwater.

7. TRACT 7: Tract 7 shall be maintained as a fifty (50) foot VPZ except for the areas depicted on **Exhibit "B-6"** Tract Plan for single family residential lots, or stormwater retention. The single family residential areas shall be developed consistent with the SFR-2 zoning district and shall provide a VPZ behind existing platted residential lots. The VPZ shall use enhanced screening adding additional planting, to include use of canopy trees, understory trees,

and shrubbery, to shield the view of adjacent residential properties. The enhanced screening shall be to the satisfaction of the Land Use Administrator or their designee.

8. TRACT 8: Tract 8 shall be permitted to be developed consistent with the City Park site described on Page 3, the development standard for the LDC zoning classification of P&G. No development on this tract shall exceed thirty-five (35) feet in height. All development on Tract 8 shall be set back a minimum of 100 feet from any existing single-family platted lot. The existing pond shall be preserved for the benefit of adjacent property owners.

9. TRACT 9: The easterly 150 feet of Tract 9 that is located behind existing residential platted lots located along the westerly side of London Drive shall be maintained as a VPZ to ensure protection of adjacent residents' existing views and natural areas. This VPZ shall use enhanced screening adding additional planting, to include use of canopy trees, understory trees, and shrubbery, to shield the view of adjacent residential properties. The enhanced screening shall be to the satisfaction of the Land Use Administrator or their designee. Stormwater areas are also permitted on Tract 9. Commercial uses consistent with the COM-2 zoning designation (See, Ex. "C") shall be limited to a maximum of 250,000 gross square feet of development over the tract. All structures and buildings shall have a height limit of 35 feet. Special Exceptions for mini-warehouses, office warehouses, or self-storage shall not be authorized. Prior to making any application for development, the Owner shall prepare a conceptual site plan and hold a neighborhood meeting consistent with the requirements of the LDC. Any development application for Tract 9 shall require final action by the PLDRB. Development on this tract shall make every intent to meet the requirements of the MPD and Land Development Code; however, a waiver may be requested to (i) grant a decrease in the US#1 Highway landscape buffers and/or (ii) approve a reduction in parking space requirements with the intent to enhance the VPZ for the Tract. Any

waivers granted to landscaping buffers adjacent to US#1 Highway shall follow the LDC requirements for alternative landscape betterment plans. Any waivers to the minimum parking requirements shall require a parking flexibility study to demonstrate the parking need for the use based on the Institute of Traffic Engineers' Parking Manual or follow the LDC requirements for parking flexibility. A stabilized emergency access from London Drive shall be provided through the tract to US Highway 1.

10. TRACT 10: Tract 10 shall be permitted to develop single family detached residential units consistent with the LDC SFR-2 zoning district standards. Additionally, a VPZ is required to be provided as shown on the **Exhibit "B-8"** Tract Plan.

11. All commons areas, VPZ, stormwater ponds and natural areas shall be maintained by a POA or third party determined acceptable to the City.

12. All lots greater than 10,000 square feet shall have the right to construct RV garages so long as such are ancillary to a residential dwelling unit and consistent with the LDC. Lot sizes that are at least 10,000 square feet in size shall be capable of accommodating RV garages. RV garage types are detached RV garages, regular garages with an attached bay, or garages that are part of the house's main structure. Garages that are detached from the principal structure shall be designed and constructed so that the roof and exterior walls of the garage are of similar architecture, materials, and colors as the exterior of the principal structure. All garage types may exceed the height of the first story of the principal dwelling unit. RV garages may exceed the 30 foot depth and 500 square foot limitation in the LDC, but shall be limited to not be larger than 50 percent of the living area of the principal dwelling unit.

13. Prior to filing any application for development of Tract 3 or Tract 9, the Owner shall convey the Undeveloped Property pursuant to a mutually agreeable purchase and sale agreement approved by the LUA.

14. Existing vegetative screening in all View Protection Zones (VPZ) shall be maintained in perpetuity with no land clearing activities, except for those deemed necessary by the City for emergency services. Any other clearing activities within the VPZ is prohibited. In the event of any non-exempted clearing activities occurs, the property owner shall be required to replant the VPZ with a like for like replacement based on the diameter inches of trees cleared, with minimum replanting of trees of at least six (6) inches in diameter at breast height (dbh). The Land Use Administrator shall have approval of replacement species and spacing. Any tree replacement within a VPZ shall be made using native drought tolerant species. Further, tree removal or land clearing activities within the VPZ that are not exempted per this subsection shall be subject Code Enforcement action as prescribed in the City's Code of Ordinances, including administrative fines and liens as outlined in Section 2-211 of the Code of Ordinances, with fines accruing at a rate of $1,000 per day for first violation, and $5,000 per day for subsequent violations, until such violations are resolved.

GENERAL CONDITIONS OF THIS AMENDMENT:

(a) Except as provided herein, all other terms of the MPD DA shall remain in full force and effect. The provisions of this Amendment shall bind and inure to the benefits of the parties hereto, their heirs, executors, administrators, successors and assigns.

(b) In the event of a conflict between the terms of this Amendment and the MPD DA, the terms of this Amendment shall govern.

(c) The Owner hereby represents to the City that all required joinders and consents have been obtained and set forth in properly executed form on this Amendment. Unless otherwise agreed to by the City, all liens mortgages and encumbrances not satisfied or released of record must be subordinated to the terms of this Amendment. It is the responsibility of the Owner to ensure that said subordination occur in a form and substance acceptable to the City Attorney prior to the City's execution of this Amendment.

IN WITNESS, WHEREOF, the City of Palm Coast and the Owners have caused this Amendment to be duly executed by its duly authorized representative(s) as the date first above written.

WITNESSES:

_____
Print Name:

_____
Print Name:

"OWNER"
MATANZAS GC PALM COAST, LLC, a Florida limited liability company

By:_____
Alexander Ustilovsky, Manager

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Alexander Ustilovsky, as Manager of Matanzas GC Palm Coast, LLC, a Florida Limited Liability Company, who is personally known to me or who has produced _____ as identification.

_____
NOTARY PUBLIC

CITY OF PALM COAST, FLORIDA

_____
Michael Norris, Mayor

ATTEST:

_____
Kaley Cook, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Marcus Duffy
City Attorney

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Michael Norris, Mayor of the City of Palm Coast, who is personally known to me or who has produced _____ as identification.

_____
NOTARY PUBLIC

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026

Agenda Item:
I.5

Department **Division**	COMMUNITY DEVELOPMENT PLANNING	**Amount** **Org/Account #**	
Subject:	ORDINANCE 2026-XX AMENDING THE UNIFIED LAND DEVELOPMENT CODE		
Presenter:	**Jose Papa, AICP, Senior Planner, Phong Nguyen, PTP, Planning Manager**		

Attachments:

1. Presentation-LDC Adoption,
2. Ordinance-LDC Adoption,
3. Exhibit A to Ordinance-All amendments strike thru and underline,
4. Summary of Amendments from Sept 8 CC Workshop
5. Clean Version of Updated Chapters

Background:

UPDATED BACKGROUND FROM THE OCTOBER 6, 2026, BUSINESS MEETING:
This item was tabled from the October 6, 2026, Business Meeting to the October 20, 2026, Business Meeting. No changes have been made to the item.

UPDATED BACKGROUND FROM THE SEPTEMBER 15, 2026, BUSINESS MEETING:
City Council heard this item at the September 15, 2026, Business Meeting and requested changes that are attached to this item.

UPDATED BACKGROUND FROM THE SEPTEMBER 8, 2026, WORKSHOP MEETING:
City Council heard this item at the September 8, 2026, Workshop Meeting and requested changes that are attached to this item.

ORIGINAL BACKGROUND FROM THE SEPTEMBER 8, 2026, WORKSHOP MEETING:
In May 2025, the City completed and adopted the update of the Comprehensive Plan. In order to implement the goals, objectives, and policies of the 2050 Comprehensive Plan, the Land Development Code (LDC) needed to be updated.

Staff as part of the LDC update conducted a series of public workshops with the Beautification and Environmental Advisory Committee (BEAC), the Planning and Land Development Regulation Board (PLDRB), and City Council. The purpose of these meetings was to present a draft of the proposed LDC amendments and to receive comments on additional changes that may be considered as an amendment to

the LDC. Additionally, each chapter of the LDC was posted on Social Pinpoint platform as a means to solicit comments from the general public and other stakeholders.

At this point in the process, staff has presented to City Council all proposed amendments to the Land Development Code. Any additional amendments from the City Council workshop scheduled for September 8 will be provided by staff at the public hearing.

The Planning and Land Development Regulation Board held a public hearing on August 19, 2026. After review and public comment, the PLDRB did not have any additional changes to the proposed amendments.

This is a legislative item.

Recommended Action:
THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD RECOMMENDS APPROVAL OF THE AMENDMENTS TO THE LAND DEVELOPMENT CODE.

Land Development Code Amendments

City Council Public Hearing

October 20, 2026

Land Development Code Amendments

Staff has presented to City Council all proposed amendments to the Land Development Code. Staff has addressed comments from the September 15 City Council business meeting (September 15) and response is summarized in Table attached to the Agenda Package.

The following items will be brought forward after the adoption of the LDC updates:

- An ordinance to address performance standards for Data Centers
- An ordinance to establish penalties and fines for unpermitted tree removal
- Research and Analysis to address “parcelization” of projects to avoid LDC review process

Land Development Code Amendments

Next Steps

- City Council 1st reading – September 15
- **City Council 2nd reading – October 6**

ORDINANCE 2026-__
AMENDMENTS TO THE UNIFIED LAND DEVELOPMENT CODE (LDC)

AN ORDINANCE AMENDING THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE CHAPTERS 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, AND 14; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast enacted Ordinance 2025-06, adopting the *City of Palm Coast 2050 Comprehensive Plan* which includes the City of Palm Coast Future Land Use Map (FLUM), which Plan and FLUM have been amended from time-to-time; and

WHEREAS, the Florida Statutes 163.3202 states that each municipality shall adopt or amend and enforce land development regulations that are consistent with and implement their adopted comprehensive plan and

WHEREAS, the City staff created a set of proposed amendments that were provided for public comment and discussion through workshops with the City of Palm Coast Beautification and Environmental Advisory Board, the Planning and Land Development Regulation Board, the social pinpoint platform to solicit public input from the general public and other stakeholders; and

WHEREAS, additionally, the City Council of the City of Palm Coast is acting in accordance with the provisions Article VIII, Section 2(b) of the Constitution and of Section 166.021(1), Florida Statutes, which provides for home rule authority; and

WHEREAS, the Planning and Land Development Regulation Board held a duly advertised public hearing on August 19, 2026 and recommends that the City Council Approve the proposed amendments to the Land Development Code; and

WHEREAS, the City of Palm Coast has complied with all requirements and procedures of Florida law in processing, noticing and advertising this Ordinance.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. AMENDMENTS TO THE UNIFIED LAND DEVELOPMENT CODE The Proposed Amendments to the Land Development Code are provided in Exhibit "A" which includes Chapters 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, and 14 of the Land Development Code and is hereby adopted into the text of this Ordinance.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Unified Land Development Code of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to Section," "Article," or other appropriate word.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading this 15th day of September 2026.

ADOPTED on second reading after due public notice and hearing this 20th day of October 2026.

ATTEST:

CITY OF PALM COAST

_____
KALEY COOK, CITY CLERK

_____
MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____
MARCUS DUFFY, CITY ATTORNEY

EXHIBIT "A"

Chapters 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, and 14 of the Land Development Code

PART I. - REVIEW AUTHORITY AND ENFORCEMENT

Sec. 2.01. - Purpose and Intent.

The purpose of this Part is to establish the administrative structure for the implementation and enforcement of the Land Development Code.

Sec. 2.02. - Review Authorities.

The following review authorities are established to administer the provisions of this LDC under the authority prescribed by this LDC and Florida law.

2.02.01. *City Council.* In addition to any authority granted to the City Council by state law or the Code of Ordinances of the City of Palm Coast, the City Council shall have the following powers and duties with regard to this LDC:

A. To provide for the approval or denial of applications promoting orderly development consistent with the City's Comprehensive Plan and this LDC.

B. To provide for the approval or denial of subdivision plans and other development plans consistent with the Comprehensive Plan and this LDC.

C. To conduct public hearings as may be necessary in the discharge of its duties.

D. To amend this LDC, after review and recommendation of the Planning and Land Development Regulation Board.

E. To hear and decide appeals pertaining to decisions of the Planning and Land Development Regulation Board.

F. To set fees as necessary to implement the provisions of this LDC.

G. To assess enforcement penalties for failure to comply with this LDC.

H. To take such other action not delegated to decision-making and administrative bodies designated in this LDC, as the City Council may deem desirable and necessary to implement the provisions of this LDC and the Comprehensive Plan.

2.02.02. *Planning and land development regulation board.* Chapter 2, Article V, Division 5 of the City of Palm Coast Code of Ordinances establishes the Planning and Land Development Regulation Board. In addition to the membership and duties specified in the Code of Ordinances, the Planning and Land Development Regulation Board shall meet the following requirements:

A. *Membership.*

1. The members of the Planning and Land Development Regulation Board shall reside in the City.

2. At least one Planning and Land Development Regulation Board shall be appointed from each City Council district.

3. No Planning and Land Development Regulation Board member shall serve in office for more than two consecutive four-year terms. A member whose term expires may continue to serve until a replacement is appointed.

4. Membership shall be based on experience or interest in the field of planning and zoning and may include the following occupations, when feasible. In no event, however, shall the Planning and Land Development Regulation Board include more than two members from the same field:

a. An architect or a landscape architect;

b. An engineer;

c. A realtor or a developer;

d. An environmentalist; and

e. A lawyer.

B. *Removal from office.*

1. Planning and Land Development Regulation Board members shall serve at the pleasure of the City Council.

2. If a member of the Planning and Land Development Regulation Board is absent for three regularly scheduled meetings without being excused prior to said meeting by the chair or who misses a total of five meetings in any 12 consecutive months, said member shall forfeit his or her office and it shall be deemed vacant.

3. Any vacancy occurring during the unexpired term of office of any member shall be filled by the City Council for the remainder of the term.

C. *Powers and duties.* The Planning and Land Development Regulation Board shall have the following powers and duties:

1. Hear applications for Comprehensive Plan amendments, zoning map amendments, master planned developments, master plans, special exceptions, and variances.

2. The Planning and Land Development Regulation Board is hereby designated as the local planning agency as required by F.S. §~~§ 163.3161 and~~ 163.3174. The Planning and Land Development Regulation Board shall prepare, or cause to be prepared, the elements of the Comprehensive Plan as required in F.S. § 163.3177, and any other appropriate elements, and shall make recommendations regarding the Comprehensive Plan to the City Council. It shall have the general responsibility for the conduct of the Comprehensive Planning Program, monitoring and overseeing the effectiveness and status of the Comprehensive Plan, and recommending to the City Council such changes in the Comprehensive Plan as may, from time-to-time, be required. It shall perform any other duties assigned by the City Council and may prepare and recommend to the City Council any other proposals to implement the Comprehensive Plan.

3. The Planning and Land Development Regulation Board is hereby also designated as the land development regulation board in accordance with the provisions of F.S. §~~§ 163.3161 and~~ 163.3194. The Planning and Land Development Regulation Board shall develop and recommend to the City Council land development regulations that implement the Comprehensive Plan and amendments thereto for consistency with the Comprehensive Plan. Amendments to the Land Development Code that relate purely to technical matters shall be considered on the basis of the technical matters submitted only.

2.02.03. *Land Use Administrator.*

A. The Land Use Administrator shall review and act upon any and all applications for development orders and permits that are issued by any person or body other than the City Council or the Planning and Land Development Regulation Board in which cases the Land Use Administrator shall provide for reviews and recommendations as appropriate.

B. The Land Use Administrator is authorized to make necessary interpretations of this LDC and to interpret the permissible, prohibited, and special exception land uses listed in each zoning district upon a written request for an interpretation being submitted to the Land Use Administrator together with any prescribed fee. The request shall contain sufficient information to enable the Land Use Administrator to make the necessary interpretation.

C. The Land Use Administrator is authorized to interpret the zoning map and to act upon disputed questions of district boundary lines and similar questions upon an application for an interpretation being submitted to the Land Use Administrator together with any prescribed fee. The application shall contain sufficient information to enable the Land Use Administrator to make the necessary interpretation.

Table 2-1—Development Order Approvals

DEVELOPMENT LEVEL	DEVELOPMENT TYPE/INTENSITY	FINAL APPROVAL AUTHORITY
MINOR Tier 1: Nonresidential ~~projects~~ site plans up to 40,000 square feet of building and/or multi-family residential projects not to exceed 40 residential units	Administrative Deviation of Standards	Land Use Administrator [1]
	Nonstatutory Subdivisions	
	Preliminary and Final Plats (regardless of the number of units are Tier 1)	
	Technical Site Plans for Tier 1 developments; Tier 2 developments with an approved Master Site Plan; and Tier 3 developments with an approved Master Site Plan	
	Subdivision Master Plans for nonresidential and for residential up to 100 units	
	Developments pursuant to the Live Local Act regardless of size or number of units	
MODERATE Tier 2: Nonresidential ~~projects~~ site plans over 40,000 square feet of building up to 100,000 square feet of building and/or multi-family residential projects over 41 residential units not to exceed 100 units	Special Exceptions	Planning and Land Development Regulation Board
	Variances	
	Master Site Plans for Tier 2 Developments	
	Technical Site Plans for Tier 2 developments without a master plan	
	Nonresidential Controlling Master Site Plans for Tier 2 developments	
	Subdivision Master Plans for	

	residential greater than 100 units	
MAJOR Tier 3: Nonresidential ~~projects~~ site plans over 100,000 square feet of building and/or multi-family residential projects over 100 residential units	Vested Rights Determinations	City Council
	Zoning Map Amendments/Master Planned Developments	
	~~Final Plats~~	
	Development Agreements	
	Master Site Plans for Tier 3 developments	
	Technical Site Plans for Tier 3 developments without a master plan	
	Nonresidential Controlling Master Site Plans for Tier 3 developments	
	Developments of Regional Impact ~~(threshold - 750 residential dwelling units)~~ or amendments to Developments of Regional Impact	

[1] The Land Use Administrator shall, on a regular basis, submit a report to the Planning and Land Development Regulation Board listing all minor level developments that have been approved during a specified period.

PART II. - DEVELOPMENT ORDERS AND AGREEMENTS—APPLICATIONS AND PROCEDURES

Sec. 2.03. - Purpose and Intent.

The purpose of this Part is to set forth the basic procedures and criteria to implement this LDC with regard to receiving, reviewing, and rendering decisions on applications for development orders, agreements, and amendments to the Official Zoning Map. These procedures shall be applied and interpreted in a manner recognizing both the legislative and quasi-judicial aspects of the local government decision-making process. The Land Use Administrator shall accomplish the administration of this LDC, but may delegate authority as deemed appropriate. The City will not establish procedures and administer policies inconsistent with the Comprehensive Plan, Code of Ordinances, and policies established by City Council.

Sec. 2.04. - Applicability.

No person shall undertake the development or subdivision of land within the corporate limits of the City except pursuant to a valid development order issued in accordance with all legal requirements. All development shall be consistent with the Comprehensive Plan. All development shall meet City requirements prior to the approval and issuance of any development order, unless specifically exempted as a condition of the development order. The requirements contained in this section, in addition to the specific requirements noted for each type of application within this Part, shall apply to all development orders.

2.04.01. *Development order required.* Development orders require different levels of approval depending on the intensity and type of project. Table 2-1 shows the level of approval required for each type of development activity. Before submitting a development order application for review and to determine which level an application falls into, the developer shall provide the Land Use Administrator with sufficient information to make a determination.

2.04.02. *Exceptions.* No development order shall be required when:

A. The application for development involves minor remodeling or new construction of a detached single-family dwelling or duplex residential building and it meets all the applicable LDC requirements and regulations. Such development may directly make application for a building permit.

B. The development or redevelopment activity is included as part of a larger plan of development or a phased development for which a development order has been previously issued pursuant to this LDC.

C. Altering an existing building or structure so long as no increase is made to its nonresidential gross floor area, its use, its height, or the amount of impervious surface on the site.

D. Changing the use of a property/building provided that:

1. The new use is allowed in the applicable zoning district, and

2. The new use does not increase the density or the intensity of the development on the real property.

E. Erecting a sign or replacing protected trees on a previously developed site and independent of any other development activity on the site.

2.04.03. *Building permit required.* It shall be unlawful to change the use of an existing structure, modify an approved site plan, commence the clearing of land, excavations for, or the construction of any building or other structure, including accessory structures, or to store building materials, or erect temporary field offices, or to commence the moving, alteration, or repair of any structure, including accessory structures, until the Land Use Administrator has issued a building permit authorizing such development. Review and approval of building permits shall be in accordance with Article 2, Chapter 15 of the City of Palm Coast Code of Ordinances.

(Ord. No. 2024-17, § 2, 11-12-24)

Sec. 2.05. - Development Orders and Agreements—General Requirements.

2.05.01. *General administrative principles.* The following principles apply to the development application process:

A. Copies of documents, reports, publications, administrative rules, and other similar matters that are referred to in the provisions of this LDC shall be filed and retained in the office of the City Clerk.

B. When state or federal codes are referenced in this LDC, the most recent enactment or amendment of that regulation shall apply.

C. When calculations are made in the course of the implementation of this LDC, numbers shall be rounded to the nearest whole number unless otherwise specifically stated in this LDC.

D. Fees called for in this LDC for the various applications and processes shall be established in a resolution adopted by the City Council; provided, however, that the Land Use Administrator may establish the appropriate fee for actions and activities not specifically set forth in a fee resolution after considering the range of fees set forth in the City Council's resolution and shall present proposed amended fee resolutions to the City Council, as needed, from time-to-time.

E. The Land Use Administrator is charged with promulgating the forms and procedures necessary to administratively implement this LDC.

F. Whenever a reference is made in this LDC to "the City" or "City staff" such reference

shall mean the Land Use Administrator unless the context clearly indicates to the contrary.

G. The City shall adhere to the controlling requirements of state law relative to the processing, hearing and rendering decisions with regard to legislative and quasi-judicial matters. The City shall approve development orders and deny development orders as appropriate and in recognition of the public's right and the rights of property owners to articulated decisions on land use matters.

H. Although a glossary of defined terms and various definitions of terms are set forth in Chapter 14, not all terms may be defined and, to that end, the City may refer to and rely upon definitions set forth in the Florida Statutes ~~and~~, the Florida Administrative Code, the Florida Building Code, or as found in the Merriam-Webster Dictionary in order to assist in the administration of this LDC.

I. The rendering of a decision shall mean the filing of a written development order or a written denial of a development order in the office of the City Clerk.

J. Upon a final decision made by the City Council after all internal appeals being timely filed and determined, applicants may seek timely appeals of actions in a court of competent jurisdiction.

K. A change of use shall require appropriate reviews and permitting if the proposed new use increases the density or intensity of the development on real property. A change of use occurs when an existing use or occupancy of land, or a building, is replaced by another use or occupancy.

2.05.02. *Neighborhood meeting requirements.*

A. *Meetings required.* Developers are required to hold a neighborhood meeting for the following application types:

1. Single-family and multifamily residential developments ~~of 40 units or more, unless waived by the Land Use Administrator~~. Developments pursuant to the Live Local Act shall not require a neighborhood meeting.
2. Development of regional impact.
3. Master planned development.
4. Zoning map amendments.
5. Other projects as deemed necessary by the Land Use Administrator on a case-by-case basis based upon potential impacts to the City or abutting or proximate property owners.

The meeting shall be held at least 14 days prior to an application being heard in the first step of the review/approval process. The Land Use Administrator may waive the requirement for a neighborhood meeting if the project is part of a multiphase project for which meetings have been held previously. A request to waive the requirement for a neighborhood meeting must be made in writing to the Land Use Administrator and contain the reason(s) for the request.

B. *Notification required.* Neighborhood meetings shall be noticed to property owners owning property located within 500 feet of the boundary lines of the property proposed for development. The notice shall state the date, time, and location of the neighborhood meeting. A location map of the project location shall be included with the notification along with other documentation as requested by City staff. The notice shall be sent/postmarked at least 14 days prior to the neighborhood meeting. A copy of the notice shall be provided to the City.

C. *Meeting criteria.* The neighborhood meeting shall be held in the evening ~~or on a~~

~~weekend~~ in a location of close proximity to the subject property that is capable of accommodating such meeting. The meeting shall not start earlier than 5:30 p.m. and shall not be scheduled on the same night as a PLDRB or City Council Regular meeting. The applicant shall conduct the meeting and provide necessary information and materials to attendees that address the proposed development. The applicant shall ensure that audio-visual equipment is adequate to assist in making sure that attendees may fully participate in the proceedings. The applicant shall provide a sign-in sheet and take notes of public comments. A copy of the sign-in sheet and comments shall be provided to the City prior to the next step in the approval process.

D. *Post-meeting.* The applicant shall provide the following materials within 10 days after the neighborhood meeting: ~~the submitted application:~~

1. A copy of the meeting notification.
2. A list of who was notified of the meeting.
3. A copy of all materials distributed at the meeting.
4. A list of names and addresses of attendees as provided on sign-up sheets from the meeting.
5. A summary of the issues raised by the attendees.
6. A description of how the proposal addresses the issues that were raised at the meeting.

E. *Additional meetings.* The Land Use Administrator may require that additional neighborhood meetings be held if the application is substantially modified from that which was presented at the previous neighborhood meeting.

2.05.03. *Public hearing notice requirements.*

A. All notices for vacating plats, variances, special exceptions, appeals (as applicable), and amendments to the Official Zoning Map or LDC, shall be published as required by state law and, where applicable, City regulations. If there is ever a conflict between the provisions of this LDC and state law relative to notices, the ~~provisions of state law shall prevail and apply~~more stringent regulation shall apply.

B. Prior to the hearings provided for under this chapter, the applicant shall send notices, prepared by City staff, to all applicable property owners as outlined in Table 2-2. The names and addresses of the property owners shall be obtained by the applicant from the Flagler County Property Appraiser's Office. The notice shall be sent via certified mail and shall provide information as to the nature of the requested application and the date, time, and location of the public hearing. No other documents shall be provided within the envelope. The Land Use Administrator shall promulgate rules relating to whether the applicant or the City will be responsible for mailing the notices to the required property owners by certified mail and the costs relating thereto.

C. Abutting property means any property that is immediately contiguous to property that may be subject to a hearing or that is immediately across any road or public right-of-way from the property subject to such hearings.

D. Signs, as required, shall be posted in a conspicuous place on the subject property no later than the timeframe specified in Table 2-2.

E. At least ten calendar days prior to the required hearing, if applicable, the applicant shall submit an affidavit to the City stating that the notification requirements have been met in accordance with this section.

Table 2-2: Notification Requirements for Public Hearings ***~~(State law prevails over any~~***

~~*provision in this Table)*~~

	Planning and Land Development Regulation Board (PLDRB)	City Council Ordinance 1st reading	City Council Ordinance 2nd reading	Judicial or DCA
Appeal Administrative Decision	N/A	N/A	N/A	N/A
Appeal PLDRB Decision	N/A	Applicant mails letters, if deemed applicable by the Land Use Administrator, at least 14 calendar days prior to hearing.	N/A	N/A
Vacating Plat	N/A	In accordance with Florida Statutes	N/A	N/A
Variance	Applicant mails certified letters to abutting property owners at least 14 calendar days prior to hearing.	N/A	N/A	N/A
Special Exception	Applicant mails certified letters to abutting property owners at least 14 calendar days prior to hearing.	N/A	N/A	N/A
LDC Amendment	Display ad published at least 14 calendar days prior to hearing.	Display ad published at least ~~7~~ 14 calendar days prior to hearing.	Display ad published at least ~~5~~ 14 calendar days prior to hearing/adoption	N/A
Zoning Map Amendment (owner initiated)	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least ~~10~~ 14 calendar	Petition shall be presented to the Circuit Court within 30 days of final action by City Council.

		days prior to hearing.	days prior to hearing/adoption.	
Zoning Map Amendment (City initiated, less than 10 acres)	Signs posted at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Signs posted at least 30 calendar days prior to hearing. Notification letters mailed at least 30 calendar days prior to hearing to each real property owner of parcels to be rezoned. Display ad published at least 14 calendar days prior to hearing.	Signs posted at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.~~N/A~~	Petition shall be presented to the Circuit Court within 30 days of final action by City Council.
Zoning Map Amendment (City initiated, 10 or more contiguous acres)	Signs posted at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Signs posted at least ~~7~~ 14 calendar days prior to hearing. Display ad published at least ~~7~~ 14 calendar days prior to hearing.	Signs posted at least 14 calendar days prior to hearing. Display ad published at least ~~5~~ 14 calendar days prior to hearing/adoption.	Petition shall be presented to the Circuit Court within 30 days of final action by City Council.
Development Agreement and Amendments[1]	N/A	In accordance with Florida Statutes	In accordance with Florida Statutes	In accordance with Florida Statutes
Comprehensive Plan Amendments	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.~~In accordance with Florida Statutes~~	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.~~In accordance with Florida Statutes~~	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.~~In accordance with Florida Statutes~~	In accordance with Florida Statutes
DRI Amendments	Display ad published at least	Display published ad at	Display ad published at least	In accordance with Florida

	14 calendar days prior to hearing. ~~In accordance with Florida Statutes~~	least 14 calendar days prior to hearing. ~~In accordance with Florida Statutes~~	14 calendar days prior to hearing. ~~In accordance with Florida Statutes~~	Statutes

[1] This is not applicable to development agreements related to the zoning of property.

2.05.04. *Review procedures.* This section establishes the review process for development orders. More specific requirements for certain development orders are included in those particular sections within this Part.

A. *Owner; owner representative.* If an application relates to a specific real property, it shall be heard only if it is presented by the person(s) owning 51 percent or more of that land, or an authorized representative of the owner(s), or upon an administrative application by the City Council.

B. *Right of entry for survey, examination, and inspection.* An application submittal shall grant any person acting under the direction of the Land Use Administrator in the performance of functions and duties pursuant to this LDC to enter upon such land and make inspections, examinations, and surveys as necessary in its administration and enforcement.

C. *Preapplication meeting.* Prior to filing an application for development, an applicant desiring to develop or plat property within the City may schedule a preapplication meeting with the Land Use Administrator. The applicant shall submit a preapplication package that meets City requirements. Following the preapplication meeting, the applicant shall hold neighborhood meetings as required in this chapter prior to ~~submitting an application for~~ the ~~next~~ first step in the review/approval process.

D. *Completeness review.* An application shall be submitted in accordance with City requirements. Minimum requirements for an application for a development order are posted on the City website. Compliance review will not commence until such time that the application is deemed complete by the Land Use Administrator (LUA).

1. Within 5 business days after receiving an application for approval of a development order, the Land Use Administrator (LUA) shall confirm receipt of the application using the contact information provided by the applicant.

2. The ~~Land Use Administrator~~ LUA will make a determination of completeness within ~~ten~~ 30 ~~business~~ days from receipt of the application. If the application is deemed incomplete, it shall be returned to the applicant The applicant will be issued a letter indicating that all required information is submitted or specifying with particularity any areas that are deficient. and the same process followed until it is determined to be complete. When the Land Use Administrator has determined that an application is complete, correspondence will be sent to the applicant and the date of that correspondence will serve as the first day of the compliance review period.

3. For applications that do not require final action through quasi-judicial hearing or public hearing the LUA must approve, approve with conditions, or deny the request within 120 days after the application has been deemed complete. For applications that require final action through quasi-judicial hearing or public hearing the LUA must approve, approve with conditions, or deny the request within 180 days after the application has been deemed complete. Both parties may agree to a reasonable request for an extension of time, particularly in the event of a force majeure or other extraordinary circumstance.

4. The timeframes contained in this subsection restart if an applicant makes a

substantive change to the application. As used in this subsection, the term "substantive change" means an applicant-initiated change of 15 percent or more in the proposed density, intensity, or square footage of a parcel.

~~1.~~5. If the stated timeframes are not met by the LUA, the applicant may be issued a refund of the application fee, or portion thereof, as outlined in Florida State Statute 166.033 (4).

E. *Revisions to development order applications.* If an application is modified after submittal, the following requirements shall apply:

1. *Major modification.* A major modification of plans initiated by the applicant during the compliance review process that is not in response to City comments may be determined to constitute a new application submittal by the Land Use Administrator.

2. *Application/document changes.* Ownership and/or mortgage holder changes shall require a new signed application cover sheet with updated signatures and a new title opinion as well as additional information that may be required. Changes to the application may require additional review by the Land Use Administrator.

F. *Applications withdrawn, abated, and abandoned.*

1. *Withdraw.* Any application may be withdrawn, prior to any action required, at the discretion of the applicant upon written notice to the City. The withdrawal of an application shall not result in a refund of the application fee.

2. *Abated applications.* An application shall be abated when no activity occurs for six consecutive months. The Land Use Administrator shall issue a notice of abated application to the applicant. Any submittal after the issuance of a notice of abated application shall require the payment of an abated application fee and must comply with any amendments to this LDC or other applicable state regulations after the last review of the application.

3. *Abandoned applications.* An application shall be abandoned when no activity occurs for 12 consecutive months. The Land Use Administrator shall issue a notice of abandoned application to the applicant. Any submittal after the issuance of a notice of abandoned application shall constitute a new application.

G. *Applications for minor development—Land use administrator approval.*

~~1.~~ Following a completeness determination as described in Sec. 2.05.04.D. ~~for a minor development,~~ the Land Use Administrator shall approve, approve with conditions, or deny the application for a development order within 120 days. ~~review the application in order to determine compliance with City requirements and, if applicable, state requirements.~~

~~2. If the application is not in compliance, a letter shall be sent to the applicant outlining all items that need to be addressed in order for the development to achieve compliance with this LDC.~~

~~3.~~1. ~~Upon verification of compliance with all applicable requirements, the Land Use Administrator shall issue a development order approving or denying the application.~~

H. *Application for moderate and major development—Planning and land development regulation board or city council approval.* The review process for a moderate or major development shall include:

1. Following a completeness determination as described in Sec. 2.05.04.D., an application requiring final action through a quasi-judicial hearing or public hearing

must be approved, approved with conditions, or denied within 180 days.~~for a moderate or major development,the Land Use Administrator shall review the submittal in order to determine compliance with City requirements and, if applicable, state requirements. Copies of the application shall be forwarded to all applicable City staff for review and comment. At the discretion of the Land Use Administrator, or at the request of the applicant, a meeting may be scheduled with City staff to discuss issues that may be substantive in nature. If City staff finds that additional information is needed for the proper review of the application, the Land Use Administrator shall notify the applicant in writing, specifying the information needed.~~

~~2.~~

~~3.~~2. ~~If the application is not in compliance, a letter shall be sent to the applicant outlining all items that need to be addressed in order for the development to achieve compliance with this LD~~After verification that the application for a moderate or major development has complied with all applicable requirements of this LDC, the application shall be placed upon the next practicable agenda of the Planning and Land Development Regulation Board in accordance with published schedules and deadlines. After 60 days of application submittal the applicant may request the application be on the next appropriate agenda.

~~4.~~3. The Land Use Administrator shall forward the application, along with its recommendations, to the Planning and Land Development Regulation Board for consideration. Based on the application, the requirements of this chapter, and the recommendations of City staff, the Planning and Land Development Regulation Board may approve, approve with conditions, or deny a development order, or prepare recommendations for the consideration of the City Council if it involves a major development, as defined in Table 2-1.

4. If applicable, following review by the Planning and Land Development Regulation Board, the application shall be placed upon the next practicable agenda of the City Council. Based on the application, the requirements of this chapter and the recommendations of the Planning and Land Development Regulation Board, the City Council shall approve, approve with conditions, or deny the application.

~~1.~~

I. *Conditions and safeguards.* In granting any development order, the approving authority may prescribe appropriate conditions and safeguards in conformity with this LDC. The approving authority shall render a decision to either:

1. Approve the request as submitted; or
2. Approve the request with conditions; or
3. Deny the request.

Violation of conditions and safeguards made a part of the approval shall be a violation of this LDC.

J. *Development order denial.* In the event an application for a development order is denied, the City shall issue a denial development order citing the applicable portions of an ordinance, rule, statute, or other legal authority for the denial of the request for a development order or permit. The Land Use Administrator may provide comments and recommendations relating to applications prior to taking action to deny a development order.

K. *Due process.* The timeframe for City review, process, and public hearings for all accepted application types ~~shall be determined by the Land Use Administrator. The Land Use Administrator shall provide information depicting all application target timelines for City review and processing which demonstrates its adherence to these~~

~~timeframes. Although these timeframes are targets and not requirements, all applications shall be duly processed. In no case shall the Land Use Administrator unduly or unreasonably deny comments, reports, decisions, or scheduling of public hearings for applications.~~shall follow Florida State Statute 166.033 as provided in LDC Section 2.05.04.D. After 60 days of application submittal the applicant may request the application to be on the next appropriate agenda, if applicable.

L. *Independent review of applications.* The City may engage necessary technical consultants for the review of an application or a specific technical aspect of an application. The costs of such review shall be paid by the applicant.

2.05.05. *Review findings.* When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following including, but not limited to:

A. The proposed development must not be in conflict with or contrary to the public interest;

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;

C. The proposed development must not impose a significant financial liability or hardship for the City;

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants; and

E. The proposed development must comply with all other applicable local, state, and federal laws, statutes, ordinances, regulations, or codes.

2.05.06. *Effect of development orders.* The issuance of a development order does not authorize the disturbance of any part of the subject property involved. A development order only authorizes the filing of an application for another development order or a building permit.

A. *Other permits required.* In addition to obtaining a development order from the City, the developer must also obtain all other applicable permits or exemptions, as may be required by law, pursuant to Florida Statutes Chapter 166.033. ~~In the event approval from the City is prerequisite to obtaining other required permits, the City shall issue a letter of intent which states that the proposed development is in compliance with this LDC, and that such approval is conditioned upon the developer obtaining all other required permits. The developer must provide proof to the City that all permits or exemptions have been granted prior to receiving a site development permit and, if applicable, a final plat.~~

~~A.~~ B. *Valid period.* Development orders shall remain valid for a period of 12 months from the date of issuance. In the event the applicant provides documentation that federal and/or state permits are in the process of being obtained, the expiration date of the development order may be extended in accordance with Subsection 2.05.06.E. However, a final plat development order shall remain valid until the subdivision or any part thereof is abandoned in accordance with City and state law.

~~B.~~C. *Commencement of construction pursuant to a valid building permit.* If construction on a site has commenced during the valid period of a final site plan development order and pursuant to a valid building permit, construction may continue after the development order expires as long as the building permit remains valid.

~~C.~~D. *Commencement of construction during valid period of a preliminary plat.* If construction of the required improvements in a subdivision has commenced during the valid period of a preliminary plat development order, the improvements may be completed in accordance with the approved development order beyond its valid period provided the final plat development order has been issued and the subdivision has a valid certificate of concurrency. Construction of the required improvements in a subdivision shall be completed or shall be guaranteed for completion pursuant to City requirements.

~~D.~~E. *Extension of a development order.* Within three months before the expiration of any development order, the developer may request an extension not to exceed ~~12~~ 24 months provided the development has a valid certificate of concurrency. All requests shall be submitted to the Land Use Administrator in writing and shall state the reason(s) for the extension. ~~A maximum of three extensions may be granted provided the development has a valid certificate of concurrency~~.

~~E.~~F. *Recording.* All development orders, except denial development orders, and any extension, or minor modification thereto, shall be filed with the City Clerk and recorded at the expense of the applicant.

~~2.05.07.~~ 2.05.07 *Modifications to an approved development order.*

A. The Land Use Administrator may approve minor technical modifications to an approved development order. In determining whether a proposed modification is minor, all of the following shall apply:

~~1. The proposed modification shall not increase the floor area ratio or impervious surface ratio by more than 15 percent, provided it meets the requirements of this LDC~~.

~~2.~~1. The proposed modification shall not adversely affect traffic circulation on or off-site.

~~3.~~2. The proposed modification shall not increase the density, intensity, or height of the approved development.

~~4.~~3. The proposed modification shall comply with all codes, rules, and regulations of the City and any other federal or state agency, and shall not require a variance.

B. Requests for modifications that do not meet the requirements in this subsection shall be reviewed by the applicable approval authority.

(Ord. No. 2024-12, § 2, 5-7-24; Ord. No. 2024-17, § 3, 11-12-24)

Sec. 2.06. - Official Zoning Map Amendments.

2.06.01. *Purpose.* This section is established to provide for zoning map amendments, as may be necessary or desirable from time-to-time, through a review by the Planning and Land Development Regulation Board and the City Council.

2.06.02. *Applicability.* An application to amend the Official Zoning Map (rezoning) may be filed by the Land Use Administrator, the City Council, the Planning and Land Development Regulation Board, the property owner(s), or agent of the property owner(s) representing 51 percent or more of the property involved.

2.06.03. *Review findings.* The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a rezoning application:

A. Whether it is consistent with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.

B. Its impact upon the environment or natural resources.

C. Its impact on the economy of any affected area.

D. Its impact upon necessary governmental services such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste, or transportation systems.

E. Any changes in circumstances or conditions affecting the area.

F. Compatibility with proximate uses and development patterns, including impacts to the health, safety, and welfare of surrounding residents.

G. Whether it accomplishes a legitimate public purpose.

2.06.04. *Frequency of application.* A property owner shall not initiate action for the same rezoning affecting the same parcel of land more often than once every ~~12~~ 24 months following denial or approval.

2.06.05. *Recording amendments to the official zoning map.* The Land Use Administrator shall update the Official Zoning Map as soon as possible after amendments are adopted. Amendments to the Official Zoning Map shall identify the official action by which such amendment was made, the date of such action, and the area involved.

Sec. 2.07. - Special Exception.

2.07.01. *Purpose.* The purpose of this section is to establish procedures for the review of uses that would not normally be appropriate within a zoning district, but if subject to appropriate limitations, conditions, and safeguards, would promote the public health, safety, welfare, convenience, and comfort.

2.07.02. *Applicability.* The special exception process shall be ~~can only be applied~~limited to those uses noted as special exception uses in Chapter 3 ~~and in~~or Chapter 4. Uses determined by the Land Use Administrator under Subsection 3.01.07 to require a special exception shall utilize the special exception process. Uses requiring a super majority vote of the City Council pursuant to Subsection 3.01.06 shall utilize the special exception process, with the Planning and Land Development Regulation Board providing a recommendation based on this section to the City Council for final approval by resolution.

2.07.03. *Review findings.* No application for a special exception use shall be approved unless the Planning and Land Development Regulation Board finds that the request meets the findings listed in Subsection 2.05.05 and the following:

A. Is consistent with the specific requirements for that particular use as set forth in this LDC;

~~B. Meets the concurrency requirements of this LDC; and~~

~~C.~~B. Is compatible with the surrounding neighborhoods and promotes the value of surrounding land, structures, or buildings. Compatibility shall be reviewed in light of the following components:

1. Architectural design;
2. Fencing and screening, landscaping;
3. Noise reduction, sign, and light control;
4. Storm drainage, sanitation collection;
5. Police and fire protection;
6. On and off-site traffic control;
7. Off-street parking and loading; and
8. Other matters relevant to assuring that the proposed development site fosters desirable conditions and compatibility with the existing environment.

2.07.04. *Effect of a special exception.*

A. *Effective date.* In accordance with Subsection 2.05.01.I, the rendering of a decision

shall mean the filing of a written development order or a written denial of a development order in the office of the City Clerk.

B. *Special exceptions run with the land.* Special exceptions are not personal in nature and shall run with the land. However, a special exception shall be approved only on the basis of the development plan submitted with the application, and shall be valid only for the location and area shown on the approved development plan which shall include a floor plan, if applicable.

C. *Activating a special exception.* Approval of the special exception shall give the applicant authority to submit an application for development permits and/or other appropriate approval. Where the special exception approval does not require development permits, the applicant shall provide written evidence to the City that the activity granted has been initiated within the time prescribed by the City, or that right or privilege shall expire.

D. *Expiration or Abandonment of Special Exception Uses.* If a special exception does not begin to serve the purpose for which it was granted within 12 months from the date of rendition it shall expire. Provided, however, that the Planning and Land Development Regulation Board may establish a shorter or longer period of time for a special exception to commence. In addition, the Land Use Administrator may extend the special exception for up to an additional 12-month period of time if the applicant can demonstrate good faith reliance. Good faith reliance may include, but is not limited to, the securing of any required permits from other governmental agencies/jurisdictions or the expenditure of substantial funds in reliance on the approved special exception.

E. *Amendments.* Minor amendments not altering the intent and purpose of the approved special exception may be approved by the Land Use Administrator after such departmental comment as he or she deems appropriate. Amendments to an approved special exception, which the director deems to be major, shall require the submittal of an application and compliance with the review procedures as set forth in this section and as otherwise provided in this chapter.

Sec. 2.08. - Subdivision of Land.

2.08.01. *Purpose.* The purpose of this section is to determine when platting is required and to establish a review process consistent with F.S. ch. 177. It is not the intent of this LDC to prohibit the metes and bounds conveyance of real property, but it is the intent of this LDC to ensure compliance with the provisions of State Statutes.

2.08.02. *Applicability.*

A. *Platting required.* It shall be a violation of this LDC for anyone who is the owner or agent of the owner of any land to transfer, sell, or offer to transfer or sell such land by reference to, exhibition of, or other use of a plat of a subdivision of such land without having a plat recorded in accordance with the requirements of this section and state requirements. Subdivisions are classified as:

1. *Statutory.* The division of a parcel of land, whether improved or unimproved, into three or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land, and includes establishment of new streets and alleys, additions, and ~~resubdivisions~~replats.
2. *Nonstatutory.* The following activities qualify as nonstatutory subdivisions:

   a. The combination or reconfiguration of previously platted lots or portions of such lots where the total number of lots is not increased and the resultant lots comply with City requirements.

   b. The public acquisition by purchase, acceptance of deed ~~of~~ or dedication, or

exercise of the right of eminent domain of strips of land for the widening or opening of streets, or acquisition of property for public purposes or public utilities.

c. The division of land into no more than three lots, parcels, tracts, tiers, blocks, units, or any other division of land, said resulting lots to be 20 acres or more in size, provided that:

(1) Said division of land does not create a new street.

(2) Each resulting lot, tract, or parcel shall have access to a public street and no public improvement may be dedicated including, but not limited to, any dedication of rights-of-way, easement, or physical improvement of any kind intended for public use.

(3) Each lot, tract, or parcel shall meet or exceed the minimum requirements of the zoning district in which it is located adjacent to the public street.

(4) The owner of the subject property shall not be allowed to further subdivide under this section.

d. The division of a platted lot, parcel, or tract in single ownership into not more than ~~two~~ three lots, where no street right-of-way dedication is involved and where the lots are equal to or exceed the standards of the LDC.

e. The original parcel to be considered must have been lawfully created.

B. *Single sites not requiring platting.* No platting shall be required for development within an individual lot, parcel, or tract, provided that such lot, parcel, or tract meets all of the following requirements:

1. Has a property identification number(s);

2. Was lawfully established by the governing authority at the time it was created; and

3. Complies with the minimum lot area requirements of this LDC, or is a legally existing nonconforming lot.

2.08.03. *Nonstatutory land subdivision review procedures.* The application shall be processed administratively in accordance with review procedures and requirements for development orders established in Section 2.05.

2.08.04. *Statutory land subdivision review procedures.* The subdivision of land that does not qualify as nonstatutory subdivision shall meet the requirements of this section after a Subdivision Master Plan approval has been granted as outlined in Section 2.10.

A. *Preliminary plat.*

1. *Review procedures.*

a. At an applicant's risk, a~~A~~n application for preliminary plat approval may be submitted ~~in conjunction with an application for~~after the ~~a~~ subdivision master plan ~~development order.~~ is in substantial compliance.

b. The application shall be processed in accordance with Section 2.05. Once the application is deemed compliant, a development order shall be issued by the approving authority.

B. *Final plat.*

1. *Review procedures.*

a. Following the issuance of a preliminary plat development order, the applicant may submit a complete application for a final plat approval on a form provided by the City.

b. The application shall undergo a completeness and compliance review as outlined in Section 2.05 and F.S. ch. 177.

~~b.~~c. The Final Plat application is reviewed administratively and approved by the Land Use Administrator (LUA).

2.08.05. *Effect of plat approval.*

A. *Effect of preliminary plat approval.* Upon issuance of the preliminary plat development order, the developer may elect to commence construction of the subdivision and apply for a final plat development order. If the developer elects to commence construction prior to or concurrently with final plat review, the developer shall attend a preconstruction meeting as outlined in Chapter 9, Part I, and provide the following documentation and materials:

1. All required permits from federal, state, county, and regional agencies.
2. Commitment letters from the providers for essential services (i.e. electric, telephone, cable, etc.) that adequate service will be available at the time of impact.
3. Performance guarantee (in the amount established by the City) for the installation of public improvements that have not been constructed. Such estimate shall include, but not be limited to, landfill costs. An itemization shall be provided showing improvements that have been installed and all outstanding required improvements.
4. A statement within the preliminary plat development order noting the developer's intent or a letter authorizing the commencement of construction pursuant to the approved construction plans.

B. *Effect of final plat approval.*

1. The execution of the plat by the ~~Mayor~~ Land Use Administrator shall be deemed to be the execution of a development order.
2. All recording fees, documents, and Mylar (original plat) shall be submitted to the Land Use Administrator. The Land Use Administrator shall then transmit the required fees and documents to the Clerk of the Circuit Court for recordation in accordance with F.S. ch. 177. Executed plats must also be filed with the City Clerk.

2.08.06. *Vacating plats.* The owners of any land subdivided into lots may petition the City Council under the provisions of F.S. ch. 177.101, to remove (vacate and abandon) the existing plat, or portion of a plat, from the official records of the City of Palm Coast. The application shall undergo a completeness and compliance review as outlined in this chapter. Once the application is deemed compliant as determined by the Land Use Administrator, it shall be scheduled before the City Council for consideration. The execution of a resolution by the Mayor shall be deemed to be the execution of a development order.

(Ord. No. 2009-26, §§ 2, 3, 12-15-09)

Sec. 2.09. - Master Planned Developments.

2.09.01. *Purpose.* The purpose of this section is to establish review requirements for approval of master planned developments, which typically include both a zoning map amendment and a development agreement. This section also addresses the procedures for approving major amendments to approved master planned developments.

2.09.02. *Applicability.* The requirements of this section apply to any proposed rezoning to the Master Planned Development District. Rezoning to the Master Planned Development District shall be a voluntary procedure to be pursued at the option of the applicant, pursuant to Section 2.10. The City may, at the request of the applicant, initiate such rezoning on privately owned property. The approval of the master planned development rezoning rests with the City Council pursuant to the requirements of Section 2.10.

2.09.03. *Review procedures.*

A. *Unified control.* No application for a master planned development shall be considered until the applicant furnishes all necessary documents and information, as may be required, to provide the City with sufficient evidence that the applicant is in complete, unified, and otherwise unencumbered control of the entire area of the proposed master planned development, whether the applicant be an individual, partnership, corporation, other entity, group, or agency. The applicant shall provide to the City all necessary documents and information that may be required to assure the City that the development project may be lawfully completed according to the plans sought to be approved.

B. *Master planned development site plan.* Review and approval of a master planned development site plan shall be the same as for a moderate or major development site plan, whichever is applicable, pursuant to Section 2.05.

C. *Master planned development agreement.* Review and approval of the Master Planned Development Agreement shall be the same as for a Development Agreement pursuant to Section 2.14.

D. *Bonds.* The City Council ~~may~~ shall include in the Master Planned Development Agreement requirements for bonds (or appropriate alternatives) for improvements conditioned upon the satisfactory and timely completion of facilities in the development plan, for the benefit of purchasers from the applicant, when the development time limits and phasing schedule do not preclude the sale of individual units prior to the completion of such facilities.

2.09.04. *Review findings.* The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, and the development standards listed in Subsection 3.03.04 when reviewing a master planned development application:

A. Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.

D. Compatibility within the development and relationship with surrounding neighborhoods.

E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.

F. The feasibility and compatibility of development phases to stand as independent developments.

G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.

H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master

Planned Development District classification.

I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.

J. Impact upon the environment or natural resources.

K. Impact on the economy of any affected area.

2.09.05. *Effect of master planned development approval.* Approval of a Master Planned Development Plan and Master Plan Development Agreement gives the applicant the authority to proceed with a site development plan and plat applications for review.

A. *Duration and extension of development agreement.* For the duration and extension requirements of a development agreement, refer to Section 2.14.

B. *Amendment to a master planned development agreement.*

1. A request for an amendment to an approved master planned development master plan and/or agreement shall be supported by a written statement demonstrating the reasons the revisions are necessary or desirable. The Land Use Administrator may require additional documentation as part of the amendment application.

2. Amendments to ~~the~~ an approved Master Planned Development site plan or agreement for the developed portions of the property may only be initiated by:

a. The property owner, for an amendment to the master planned development applicable to only a single lot or building site; or

b. Petition by the owners of more than 50 percent of the property in the Master Planned Development District for an amendment to a master planned development that involves multiple owners; or

c. City Council, where necessary to preserve the health, safety, and welfare of the property owners in the master planned development.

3. Minor (de minimis) changes, no more than five percent increase in density or intensity, which do not affect the intent or character of the development, may be approved by the Land Use Administrator.

2.09.06. *Variances in master planned development districts.* Because the specific development standards of the Master Planned Development District are contained in the approved Master Planned Development Agreement for each planned development, and because the development plan normally takes into account those matters which might otherwise be the subject of variance review, modifications to approved development plans by variance shall be prohibited unless otherwise specifically provided for in the Master Planned Development Agreement.

2.09.07. *Status of previously approved PUD, PRD, VGC-1, VGC-2 and GCC plans.*

A. Any active or completed Planned Unit Development (PUD), Planned Rural Development (PRD), Village Center (VGC-1, VGC-2), or Golf Course Community (GCC) project approved prior to the adoption of this Code shall continue to be governed by the approved development plan and any development agreements, terms and conditions to which the approval may be subject, as long as the project continues to be actively under development. Any time limitations to which the approved PUD, PRD, VGC-1, VGC-2, or GCC plan may be subject shall also continue to apply. Minor (de minimis) changes of no more than five percent increase in density or intensity, which do not affect the intent or character of the development, may be approved by the Land Use Administrator.

B. Whenever any application is made to substantially modify an approved PUD, PRD, VGC-1, VGC-2, or GCC plan, as determined by the Land Use Administrator, or to

undertake a new development on part or all of the property, the application shall be made under the terms and procedures of the Master Planned Development zoning district and shall comply with the provisions of this section. Substantial modifications to an approved development plan or agreement include, but are not limited to change that affects the intent and character of the development, intensity, density, land use pattern, the location, or dimensions of major streets, or similar substantial changes.

Sec. 2.10. - Master Plans.

2.10.01. *Purpose.* The master plan review process is intended to provide a review of the basic development concepts without significant engineering design, prior to proceeding with final plat and technical site plan approval.

2.10.02. *Applicability.*

A. *Master site plan.* A master site plan review is optional for all moderate and major site plans that include residential, nonresidential, and mixed use development occurring on various contiguous sites or outparcels to ensure that development takes place in a coordinated and efficient manner.

B. *Subdivision master plan.* A subdivision master plan is required prior to a preliminary plat application, unless waived by the Land Use Administrator.

C. *Nonresidential controlling master site plan.* A nonresidential controlling master site plan is optional for all site plans meeting the criteria set forth in Section 4.15.

2.10.03. *Review procedures.* A master plan review shall be processed in accordance with Section 2.05 and Table 2-1.

2.10.04. *Review criteria.* Master site plans shall be reviewed to ensure conformance with this Code. However, the following criteria shall be considered when reviewing master plans:

A. Logic of design.

B. Internal consistency.

C. Impact on neighboring sites.

D. Internal vehicular and pedestrian connectivity.

E. Consolidation of utilities and facilities, including stormwater, parking, signage, etc.

F. Public benefit derived from the project.

2.10.05. *Effect of master plan approval.*

A. Approval of a master plan development order authorizes an applicant to continue with the preliminary plat or technical site plan review process.

B. The approved Nonresidential Controlling Master Site Plan Development Order shall act as the controlling document for the development specifying, but not limited to, location of primary buildings and outparcels, landscape buffers, master stormwater, drainage, access drives, parking, and pedestrian facilities. However, site plans and preliminary plats can allow up to a 25 percent accumulative design change from the master plan. No deviation from LDC requirements may be approved during the City staff review process.

Sec. 2.11. - Technical Site Plan.

2.11.01. *Purpose.* The site plan review process set forth in this section is intended to ensure that site development, including mixed use development on a single site, takes place in an orderly and efficient manner through a process that provides adequate review based on the size and complexity

of the proposed development.

2.11.02. *Applicability.* The purpose of final site plan review is to ensure compliance with all development regulations. Therefore, the level of detail shall be that of construction plans and technical specifications. The review is based not only on conformance to Code, but also conformance with an approved master plan, if applicable.

2.11.03. *Review procedures.* Site plan review shall be processed in accordance with Section 2.05.

2.11.04. *Effect of site plan approval.* Approval of the construction plans and technical specifications represents the final development order. Therefore, approval of a Site Plan Development Order authorizes an applicant to apply for a building permit.

Sec. 2.12. - Variance.

2.12.01. *Purpose.* This section is established to provide standards and procedures for the granting of variances from the provisions of this LDC through review by the Planning and Land Development Regulation Board when it finds that there are conditions peculiar to the property that creates undue construction or development hardships in complying with this LDC.

2.12.02. *Applicability.*

A. *Authorized variances.* The variance procedures contained in this section shall apply to the development standards set forth in the following portions of this Code:
   1. Chapter 1, Section 1.10—Nonconformities.
   2. Chapter 3—Zoning, Uses, and Dimensional Standards.
   3. Chapter 4—Conditions for Limited Specific Uses and Activities.
   4. Chapter 5—Transportation, Connectivity, Access, and Parking.
   5. Chapter 10—Environmental and Cultural Resource Protection.
   6. Chapter 11—Tree Protection, Landscaping, Buffers, and Irrigation.
   7. Chapter 12—Signs and Advertising.
   8. Chapter 13—Architectural Design Regulations.

B. *Prohibited variances.* A variance shall not be granted under any of the following circumstances:
   1. A variance that would permit an inconsistency with the Comprehensive Plan.
   2. A variance to permit a use, expressly or by implication, prohibited in the zoning district.
   3. A variance to permit a development density or intensity not generally allowable in the zoning district.
   4. A variance in connection with any use or activity that has been approved as a special exception, if within the area covered by the special exception approval.
   5. A variance ~~based on the permitted or~~that would permit a new nonconforming use of neighboring lands, structures, or buildings.
   6. A variance that would violate requirements or regulations of other departments or agencies.
   7. A variance that would violate specific prohibitions (for example, hours of operation), or procedural requirements.

8. A variance based on purely economic considerations.

2.12.03. *Review findings.* In addition to the findings listed in Subsection 2.05.05 for all development orders, variance applications shall be reviewed based on the following:

A. *All variances.* No application for a variance shall be approved unless the Planning and Land Development Regulation Board finds that the following standards are met, recognizing that the applicant bears the burden of proof.

1. Special conditions and circumstances exist which are peculiar to the land, use, or building involved and which are not applicable to other lands, uses, or buildings in the same zoning district; and

2. The special conditions and circumstances are not self-imposed and do not result from the actions of the applicant; and

3. Literal interpretation of the provision of this LDC would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this LDC and would work unnecessary and undue hardship on the applicant; and

4. The variance is the minimum relief necessary that will make possible the reasonable use of the land or building; and

5. The granting of the variance will be in harmony with the general intent and purpose of this LDC and that such variance will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare or injurious to other property in the area.

B. *Alternative criteria for specific variances.* There are alternative variance criteria for specific uses within this LDC that shall be adhered to. Such uses are as follows:

1. Marinas—Refer to Chapter 4.

2. Flood Damage Protection—Refer to Chapter 10.

3. Wellhead Protection—Refer to Chapter 10.

2.12.04. *Effect of variance approval.*

A. Approval of a variance application shall give the applicant authority to submit an application for development plan review and/or other appropriate approval. The Planning and Land Development Regulation Board may, within the action for which the variance is required, prescribe a reasonable time limit for which the approved request shall begin, be completed, or both. Unless prescribed as a condition of approval, there is no time limit for a variance.

B. A variance shall be approved only on the basis of the development plan submitted with the application and shall be valid only for the area of variance shown on the approved development plan. No approved variance shall be construed to be a general modification of the requirements of this LDC in any area outside the area of variance shown on the approved development plan.

Sec. 2.13. - Administrative Deviation of Development Standards.

2.13.01 *Purpose.* This section is established to provide a process for granting administrative deviation with the application of certain standards of this LDC. The process is specifically intended to promote high standards of site design, and to provide flexibility in the administration of standards in recognition of site specific conditions, and to establish conditions to ensure compatibility where standards are modified.

2.13.02. *Applicability.*

A. The Land Use Administrator may approve an administrative deviation of standards to grant relief from any of the following requirements of this Code, up to a maximum reduction of five percent of the standard:

1. Distance between structures.
2. Parcel dimensions (not area).
3. Setbacks.

B. The Land Use Administrator may grant a deviation in order to protect a specimen or historic tree, in which case one parking space or two percent of the total parking requirements, whichever is greater, may be eliminated.

C. The Land Use Administrator may also grant an administrative deviation of standards to the site planning or development standards of this LDC in compliance with this section, based on the finding that the waiver is necessary to accomplish a reasonable accommodation of the needs of a disabled person, in compliance with the Americans with Disabilities Act.

2.13.03. *Review procedures.* Administrative deviations of development standards are classified as minor development orders and shall be reviewed as specified in Section 2.05. However, the Land Use Administrator may choose to refer the application to the Planning and Land Development Regulation Board for hearing and decision in the same manner as provided for Variances in Section 2.12.

2.13.04. *Review findings.* The Land Use Administrator may approve an administrative deviation of standards only after first making all of the following findings, in addition to those listed in Subsection 2.05.05:

A. There are special circumstances applicable to the property, including size, shape, topography, location, or surroundings, so that the strict application of this Code deprives the property of privileges enjoyed by other properties in the vicinity and within the same zoning district;

B. The approval of the administrative deviation of standards includes conditions of approval as necessary to ensure that the adjustment granted does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and within the same zoning district; and

C. The administrative deviation is consistent with any applicable specific plans in place for the subject property.

Sec. 2.14. - Development Agreements.

2.14.01. *Purpose.* This section is established to outline provisions relating to development agreements, which require approval by the City Council.

A. A development agreement may be entered into by an applicant and the City Council to provide for matters that relate to the unique conditions of the real property to be developed, the relationship between the public and private aspects of the development, or other terms and conditions that are not typical of a routine development order. Development authorized by a development agreement may be phased. The development agreement may provide that the entire development or any phase thereof shall be commenced or completed within a specific period of time.

B. Statutory development agreements may be entered into under the authority of the Development Agreement Act as codified in F.S. ch. 163 and processed in accordance with the requirements of state law.

C. Nonstatutory development agreements may be entered into under the authority of the home rule powers of the City of Palm Coast under Article VIII, Section 2 of the

Constitution of the State of Florida and F.S. ch. 166.

D. A development agreement shall be required for the development of property designated a Master Planned Development Zoning District on the Official Zoning Map, but the agreements shall not be statutory.

E. A development agreement is transferable if the land and structure(s) continues to be used for the purposes for which it was issued. No person (including successors and assigns of the person who obtained the development agreement) may make use of the land except in accordance with the conditions and requirements of the development agreement. The provisions of the development agreement run with and burden the real property to which it relates until released or amended in accordance with formal action of the City of Palm Coast. All development agreements shall require mortgagees to subordinate any mortgages on the property.

F. Duration and extension. The negotiated Master Plan Development Agreement which results from a master planned development application process shall have a maximum duration of five years or be phased to ensure that development under a Master Plan Development Agreement proceeds in good faith and the development of the master planned development is not abandoned and is not suspended in a manner which is adverse to the public interest. Upon the five-year term being completed or a phase of the master planned development not being developed in accordance with the phasing schedule set forth in the Master Plan Development Agreement, the City Council may, after obtaining a recommendation from the Planning and Land Development Regulation Board, extend the term of the Master Plan Development Agreement or the master planned development phase. In the interim, no development may be continued or permitted relative to the master planned development. ~~and absent an extension approval by means of a development order within three months of the date of expiration, the property shall revert to the zoning district which was assigned to the master planned development property prior to the Master Planned Development District rezoning.~~ A property owner may initiate a request for an extension prior to expiration.

Sec. 2.15. - Vested Rights Determination.

2.15.01. *Purpose.* This section is established to provide standards and procedures for the issuance of vested rights determinations by the City Council. No applicant claiming that the LDC as applied to a particular property constitutes or would constitute a permanent taking of private property or an abrogation of vested rights, may pursue such claim in court or before a quasi-judicial body unless the applicant has first exhausted the administrative remedies herein. The application shall set forth the facts upon which the claim is based and shall be accompanied by all contracts, letters, appraisals, reports, or other documents upon which the applicant's claim is based.

2.15.02. *Applicability.* The owner, or owners of real property, may request a determination of vested rights by filing a complete application with the Land Use Administrator on a form provided by the City.

A. The application shall provide a sworn statement to be executed by all owners of the real property or an authorized agent that all information set forth on the application is true and correct.

B. The Land Use Administrator shall screen each application for a vested rights determination to determine whether the application is technically complete. If not technically complete, the application shall be promptly returned to the applicant. A technically incomplete application shall be returned to the applicant with written notification of the deficient items. If a response is not submitted to the City within a time specified by the City, the application shall be deemed abandoned.

2.15.03. *Review procedures.* Vested rights determinations are classified as major development orders and shall be reviewed as specified in Section 2.05. In addition, the following procedural

requirements apply.

A. The City Council shall hold a public hearing and determine whether or not it has been clearly and convincingly demonstrated that the real property subject to the application has vested status. The City Council may refer the matter to the Planning and Land Development Regulation Board for an advisory opinion and review, or to a special master or hearing officer for findings of fact relative to the matter, or may make both such referrals.

B. At the hearing or hearings to which the matter has been referred, the applicant shall present all of the evidence in support of the application. The technical rules of evidence in judicial proceedings shall not be applicable, but all testimony given shall be under oath. The applicant shall have the burden of proof.

C. After making a final determination of vested rights status, the City Council shall provide the applicant with a written order setting forth the determination of vested rights status. If the City Council determines that vested rights exist and that development may proceed, the applicant shall have the right to rely upon such written notification that the real property is vested, and the determination that the real property is vested shall be final and not subject to appeal, revocation, or modification. Thereupon, permits may be granted consistent with that decision.

D. The City Council's decision to deny vested rights status shall be final, subject to appeal in accordance with state law.

(Ord. No. 2009-26, §§ 4, 5, 12-15-09)

Sec. 2.16. - Appeals.

2.16.01. *Appeal of administrative decision of the land use administrator.* Any person aggrieved by an administrative decision rendered by the Land Use Administrator regarding the provisions of this LDC may appeal such decision to the Planning and Land Development Regulation Board. The appeal shall be initiated within 15 calendar days of the rendering of the administrative decision by filing an appeal with the Land Use Administrator. Failure to file an appeal within the timeframe specified and exhaust all administrative remedies provided for in this LDC shall constitute a waiver of all rights to appeal the determination by the Land Use Administrator.

A. *Submittal.* A request for a hearing before the Planning and Land Development Regulation Board for an appeal of any determination made by the Land Use Administrator with regard to the administration of the uses and development regulations of this LDC shall be made as follows:

1. A completed appeal form and related fee shall be filed with the Land Use Administrator. Such application shall state the grounds for review of the decision. Any additional grounds may not be stated at the appeal hearing.

2. The appeal form shall be accompanied by such other materials and drawings as needed by the Planning and Land Development Regulation Board to clearly understand the substance of the appeal.

B. *Review procedures.* The application shall be submitted to the Planning and Land Development Regulation Board, which shall review the application and either grant or deny the request in accordance with the following:

1. In exercising the powers granted, the Planning and Land Development Regulation Board may, in conformity with the provisions of this LDC, reverse or affirm, wholly or in part, or may modify the order, requirements, decision, or determinations of the Land Use Administrator.

2. Any petition for a hearing before the Planning and Land Development Regulation Board may be withdrawn prior to action thereon by the Planning and Land Development Regulation Board at the discretion of the applicant upon written

notice to the City. The withdrawal of an application shall not result in a refund of the application fee.

3. When considering an appeal all of the following factors, at a minimum, shall be evaluated:
    a. Whether the action requested in the appeal is consistent with the Comprehensive Plan; and
    b. Whether the action requested in the appeal complies with all relevant and appropriate portions of this LDC; and
    c. Whether there was an error of fact or law in the decision of the Land Use Administrator.
4. At the conclusion of the appeal hearing, the Planning and Land Development Regulation Board shall issue a final decision on the appeal.

2.16.02. *Appeal of planning and land development regulation board decision.*

A. *Public notice requirements.* Notification shall be in accordance with Section 2.05, if applicable.

B. *Submittal.* Within 30 calendar days of the rendering of a decision by the Planning and Land Development Regulation Board, an appeal may be filed with the City Clerk by the owner, an abutting property owner, or the Land Use Administrator. An application together with a fee as established by resolution shall be required.

C. *Review procedures.* The application shall be forwarded to the City Council and, if applicable, after due public notice, for a public hearing to consider the application. The public hearing shall be a de novo hearing and shall be conducted in accordance with the following:

1. Hearing steps.
    a. Preliminary matters.
        (1) The Mayor shall read the case title.
        (2) Disclosure by City Council members of ex parte communications, if any.
        (3) Swearing in of appellant, City staff, and all witnesses collectively. The swearing in of witnesses may be left to the discretion of the Mayor with the concurrence of the appellant.
    b. City staff's presentation.
        (1) City staff's opening statement.
        (2) Calling of witnesses and presentation of evidence by City staff.
        (3) Cross-examination after each witness, if so elected.
    c. Appellant's opening statement.
        (1) Calling of witnesses and presentation of evidence by appellant.
        (2) Cross-examination after each witness, if so elected.
    d. Public input. Testimony and presentation of evidence by the public with alternating speakers in support of and in opposition to the appeal and cross-examination after each witness, if so elected.
    e. Closing argument by appellant.

f. Closing argument by City staff.

g. Rebuttal argument by appellant, if so elected.

h. Discussion by City Council of the evidence presented as it applies to the requirements of the City of Palm Coast Code of Ordinances and applicable law.

i. After deliberation, a motion should be made which would presumably either:

AFFIRM THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD'S ACTION: "I

move that the City Council find that the following facts presented and reviewed here are competent substantial evidence to affirm the Planning and Land Development Regulation Board's action: (list factors)"; or

REVERSE THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD'S ACTION: "I

move that the City Council find that the following facts presented and reviewed here are competent substantial evidence to reverse the Planning and Land Development Regulation Board's action: (list factors)."

2. In the event the applicant is the appellant, the applicant, or City staff as determined by the Land Use Administrator, shall send a letter to the property owners abutting subject property advising them of the date and time of the meeting.

3. In the event that an abutting property owner is the appellant, this person will act as spokesperson or appoint a representative. In this case, a special letter will be sent to the applicant stating that an appeal has been filed and that they or their representative will be called upon to act as an opposition spokesperson.

4. In accordance with Subsection 2.05.01.I, the rendering of a decision shall mean the filing of a written development order or a written denial of a development order in the office of the City Clerk.

5. Unless the order specifically states it is an order without prejudice, it is rendered with prejudice.

D. *Rehearing.*

1. If it is alleged that the Planning and Land Development Regulation Board or City Council, as the case may be, has overlooked or misapprehended some facts or points of law, a rehearing of any decision of the Planning and Land Development Regulation Board or City Council may be granted by the Planning and Land Development Regulation Board or City Council either on the motion of any member voting on the prevailing side, or on the motion of any person aggrieved by its decision. That motion shall be in writing, shall be filed with the Land Use Administrator within ten working days after rendition of the decision, and shall state its grounds.

2. If the Planning and Land Development Regulation Board or City Council decide to grant a rehearing, the movant shall notify by certified mail or hand delivery upon the City Clerk and all abutting property owners previously notified of the hearing, together with a notice stating the date, time, and place it will be orally presented to the Planning and Land Development Regulation Board or City Council.

3. The Planning and Land Development Regulation Board or City Council shall not rehear applications based upon the same facts or issues, but rather on new

evidence not heard before or new law.

(Ord. No. 2009-26, §§ 6—9, 12-15-09)

Sec. 2.17. - Lot Binding, Unbinding, and Vacation of Easements.

2.17.01. *Short title/legislative findings and intent.* This section shall be known and may be cited as the "Palm Coast Lot Binding and Unbinding and Vacation of Easements Ordinance."

2.17.02. *Binding of lots.* A common owner of two or more adjoining subdivided lots or portions of subdivided lots may make application to the City for approval of the lots being bound for development purposes. No more than four lots may be bound together by the process set forth in this section. Lot binding, as set forth in this section, may be permitted solely ~~be~~ for purposes of compliance with the land development regulations of the City as set forth in the City's Land Development Code.

2.17.03. *Application process.*

A. The owner of adjoining lots shall present a proposed lot binding agreement or an agreement that provides for the unbinding of lots which contains a full and complete legal description of all subdivision lots proposed to be bound together or unbound from one another to the City Manager or designee.

B. Each lot binding agreement shall provide, at a minimum, the following:

1. That the real property described shall be retained in and shall remain as a single, integral parcel, and shall not be sold or otherwise disposed of, or encumbered, in lesser constituent parcels.

2. That the agreement shall be binding upon all successors, heirs, executors, administrators or assigns of the owner and shall be a covenant running with the land.

C. Agreements unbinding lots shall be in a form approved by the City Manager after consultation with the City Attorney. Applications to unbind lots shall not create a nonconformity in accordance with Section 1.10.

2.17.04. *Approval authority.* The City Manager or designee, upon submittal of all appropriate information in accordance with the provisions of this section and upon making a finding that there are no easements that require vacation may approve the binding and unbinding of lots in accordance with this section; or if the City Manager or designee may determine that City easements required to be released, abandoned or vacated can be released abandoned or vacated in accordance with the provisions of Subsection 2.17.05. City Council shall approve the binding or unbinding of three or more lots.

2.17.05. *Effect of existence of easements.*

A. If private or public easements require release, vacation or abandonment at the time that the proposed binding lot agreement is approved, the owner shall present all documents needed to accomplish the release, vacation and abandonment. Documentation that any private easements have been released or relocated shall be provided to the City Manager or designee.

B. The City Manager or designee is hereby delegated the authority to release, vacate and abandon any public easements along any common lot line if it is determined that the City no longer needs the public easement and that any then current users of the public easement have no objection to the action or if a conditional action can facilitate the use of any required public easement. Said public easements may only be released, in accordance with this section if it is found that the lot owner has made an application for a building permit to construct a structure upon the easement.

C. The City Manager or designee may require the granting of easements or the imposition

of other conditions as may be necessary prior to the approval of the binding or unbinding of lots.

2.17.06. *Fees.* The City Council may establish application fees from time-to-time relating to the provisions of this section by adoption of a resolution that may be part of a general City fee resolution relating to diverse actions and activities of the City.

2.17.07. *Recording of agreements.*

A. Each approved lot binding or unbinding agreement together with the action releasing, vacating, abandoning, or granting any easement(s) shall be recorded in the Official Records of Flagler County (land records) at the expense of the owner.

B. After recordation, copies of the recorded lot binding or unbinding agreement and action relative to the easement(s) shall be provided by the owner to the City Manager or designee at the cost of the owner for recordation in the City's records. No such action shall take effect until recorded in the City's records.

(Ord. No. 2004-10, §§ 1—7, 5-4-04)

Editor's note— Inasmuch as Ord. No. 2004-10 was inadvertently omitted during the original codification of the Land Development Code, and at the discretion of the editor, the provisions of said ordinance have been designated as Section 2.17.

Chapter 3 - ZONING, USES, AND DIMENSIONAL STANDARDS

Sec. 3.01. - In General.

3.01.01. *Establishment of zoning districts.* The City of Palm Coast, Florida is hereby divided into the following zoning districts. Each zoning district allows a set of uses that are consistent with its purpose and also a set of land development regulations designed to achieve the purpose of the district.

A. AGR—Agriculture District

B. EST-1; EST-2—Rural and Suburban Estate Districts

C. SFR-1; SFR-2; SFR-3; SFR-4; SFR-5—Single-Family Residential Districts

D. DPX—Duplex Residential District

E. MFR-1; MFR-2—Multifamily Residential Districts

F. MHD—Mobile Home District

G. MPD—Master Planned Development District

H. COM-1; COM-2; COM-3—Commercial Districts

I. OFC-1; OFC-2—Office Districts

J. IND-1; IND-2—Industrial Districts

K. PSP—Public/Semipublic District

L. P&G—Parks and Greenways District

M. PRS—Preservation District

3.01.02. *Official zoning map.*

A. *Zoning district boundaries.* The boundaries of the zoning districts are hereby established and shall be delineated on the Official Zoning Map for the City. The Map shall be kept on file in the offices of the City Clerk and shall be the official record of the zoning designation of properties within the City.

B. *Establishment of the Master Planned Development (MPD) zoning district.* This chapter establishes the Master Planned Development (MPD) zoning district to replace the following mixed use zoning districts: Village Center (VGC-1 and VGC-2), Golf Course Community (GCC), Planned Unit Development (PUD) and Planned Rural Development (PRD). These former mixed use zoning districts are now referenced in this Code as "former VGC-1," "former VGC-2," "former GCC," "former PUD," and "former PRD," and will remain on the Official Zoning Map; however, these districts are depicted by a hatch pattern that identifies them as "former" zoning districts. The map legend shall state that these hatched pattern zoning districts were designated prior to the adoption of the current Official Zoning Map, in effect as of November 16, 2008, and that after this date no parcels of land may be rezoned to any of the zoning districts designated as "former."

3.01.03. *Adoption, identification, and amendments.* The following shall apply to adoption and amendments to the Official Zoning Map:

A. The City of Palm Coast Official Zoning Map shall be adopted by ordinance of the City Council after considering the recommendations of the Planning and Land Development Regulation Board.

B. If, in accordance with the provisions of this LDC and F.S. ch. 163 , changes are made in district boundaries or other matter portrayed on the City of Palm Coast Official Zoning Map, such changes shall be entered on the Official Zoning Map after enactment of the amending ordinance.

C. Change of any nature shall be made on the Official Zoning Map or matter shown thereon except in conformity with procedures set forth in this LDC or in F.S. ch. 163 . Any unauthorized change shall be null and void and have no force or effect.

D. Regardless of the existence of purported copies of the Official Zoning Map that may from time-to-time be made or published, the Official Zoning Map shall be the final authority as to the current zoning status of land and water areas, buildings, and other structures in the City.

E. Unless a prior Official Zoning Map has been lost or has been totally destroyed, the prior map or any significant parts thereof remaining shall be preserved, together with all available records pertaining to its adoption or amendment, in the office of the City Clerk.

3.01.04. *Future land use map—Zoning district compatibility.* All development in the City shall be consistent with the Comprehensive Plan and the Future Land Use Map (FLUM). Each future land use category contains a set of zoning districts that may be permitted within its boundaries. No property shall be rezoned unless it is to a district that is compatible with the future land use designation of the site. The following table correlates individual zoning districts with the compatible future land use categories.

Table 3-1: Future Land Use Map/Zoning District Compatibility

FLUM Land Use Category	Zoning Districts Permitted
Low-Density Residential	SFR-2, SFR-3, SFR-4, SFR-5, EST-1, EST-2, DPX, and MPD
Residential	SFR-1, SFR-2, SFR-3, SFR-4, SFR-5, EST-1, EST-2, DPX, MFR-1, MFR-2, MHD, PSP, P&G, PRS, and MPD
Institutional	OFC-1, MPD, PSP, P&G, and PRS
Mixed Use	SFR-1, SFR-2, SFR-3, SFR-4, SFR-5, EST-1, EST-2, DPX, MFR-1, MFR-2, MHD, COM-1, COM-2, COM-3, OFC-1, OFC-2, IND-1, PSP, P&G, PRS, and MPD
Industrial	OFC-1, COM-2, COM-3, IND-1, IND-2, MPD, PSP, P&G, and PRS
Greenbelt	EST-1, EST-2, AGR, P&G, PSP, PRS, and MPD
Conservation	PRS
Development of Regional Impact	As approved by the Development of Regional Impact.
Master Planned Mixed Use	MPD

3.01.05. *Rules for interpretation of district boundaries.* Where uncertainty exists as to the boundaries of districts as shown on the City of Palm Coast Official Zoning Map, the following rules shall apply and shall be implemented by the Land Use Administrator:

A. Boundaries indicated as approximately following the centerlines of streets, highways, or alleys shall be construed to follow such centerlines.

B. Boundaries indicated as approximately following platted lot lines or parcel lines shall be construed as following such lot lines or parcel lines.

C. Boundaries indicated as approximately following City Limits shall be construed as following the City Limits.

D. Boundaries indicated as following railroad lines shall be construed to be midway between the rails of the main line.

E. Boundaries indicated as following shorelines shall be construed to follow the mean high water line, and in the event of change in the shoreline shall be construed as moving with the line.

F. Boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes, or other bodies of water shall be construed to follow such centerlines.

G. Boundaries indicated as parallel to or extensions of features indicated above shall be so construed.

H. Where physical features such as streets, railroad lines, rivers, streams and such, existing on the ground are at variance with those shown on the City of Palm Coast Official Zoning Map, or in other circumstances not covered above, the Land Use Administrator shall make a written interpretation of the district boundaries.

I. The Land Use Administrator may require that a professional survey be submitted prior to making a boundary determination.

3.01.06. *Uses not permitted in the city.* The following uses may be permitted by a super majority vote of the City Council subsequent to an affirmative or negative recommendation by the Planning and Land Development Regulation Board. This is due to their potential incompatibility with current development trends in the City, their potential deleterious effects upon the public health, safety, and welfare, and the potential likelihood that they will create nuisances and significant adverse impacts upon adjacent land uses. The list is not all-inclusive and other uses found by the Land Use Administrator to be similar in nature and character to the listed uses shall also require approval by the City Council in the aforementioned manner.

Asphalt Manufacturing Plants

Animal Feed Lots and Livestock Operations

Bottle Clubs

Bulk Fuel Depot or Oil Refineries

Data Centers

Deep Well Injection of Waste Products

Dog Farms

Hog and Poultry Farms

Incinerator Plants

Junkyards, Salvage Yards

Motor Vehicle Race Tracks

Paper and Pulp Mills

3.01.07. *Uses not listed in this chapter.* The listing of permitted principal uses, special exception uses, accessory uses and limited uses in a zoning district is not meant to be all-inclusive, nor is the list of uses that are not permitted intended to be all inclusive. Uses not specifically listed shall be reviewed by the Land Use Administrator to determine if the proposed use is similar in nature and character to others listed in the zoning district. The North American Industry Classification System manual, as amended, shall serve as a general guideline in making this determination. Based on the determination, the proposed use shall be classified in the same manner as those similar uses listed in terms of it being permitted as a principal, special exception, accessory, or limited use. The Land Use Administrator may also determine that other uses are not permitted on the basis that they are not similar in nature or character to the other uses listed in the zoning district. Determinations may be appealed in accordance with the appeal procedures established in Chapter 2.

(Ord. No. 2016-4 , § 2, 3-15-16)

Sec. 3.02. - Residential Zoning Districts.

3.02.01. *Purpose of districts.*

A. *Agriculture Zoning District (AGR).* The purpose of the Agriculture District is to provide areas for limited agricultural, farming, and silviculture uses. The development of detached single-family dwellings and accessory uses, including home occupations common to rural areas, is also permissible.

B. *Suburban and Rural Estate Zoning Districts (EST-1 and EST-2).* The purpose of the Estate Districts is to provide areas for detached single-family dwellings and accessory uses on estate-sized lots to create very low-density neighborhoods in suburban and rural areas.

C. *Single-Family Residential Zoning Districts (SFR-1, SFR-2, SFR-3, SFR-4, and SFR-5).* The purpose of the Single-Family Residential Districts is to provide areas for detached single-family dwellings and accessory uses in low to medium density residential neighborhoods.

D. *Duplex (DPX).* The purpose of the Duplex District is to provide areas for two-family residential structures, combined with single-family and attached homes, in medium-density residential neighborhoods.

E. *Multifamily Residential Zoning Districts (MFR-1 and MFR-2).* The purpose of the Multifamily Residential Districts is to provide areas for attached housing, and medium to high-density apartments or condominiums. These districts also provide opportunities for assisted living or nursing homes and townhouse development.

F. *Mobile Home Zoning District (MHD).* The purpose of the Mobile Home District is to provide areas for detached mobile or manufactured home dwellings in low to medium density manufactured/mobile home parks or master planned residential subdivisions.

3.02.02. *Residential Districts—Allowable Uses.* The following table contains a list of uses allowed in each district, and specifies if they are permitted by right (P) or if they require special exception approval (S) in accordance with Chapter 2. Uses permitted only as accessory to a principal use are noted with an (A). All uses marked with an (L) have additional limitations specific to that use listed in Chapter 4.

Table 3-2. Residential Zoning Districts—Use Table

USES	SFR-1	SFR-2	SFR-3	SFR 4 & 5	EST-1	EST-2	AGR	DPX	MFR 1 & 2	MHD	MPD [1]
RESIDENTIAL											
Adult Family Care Home	P	P	P	P	P	P	P	-	-	-	P
Assisted Living Facilities	-	-	-	-	-	-	-	-	P	-	P
Boarding and Rooming Houses	-	-	-	-	-	-	-	-	S	-	P
Cluster Development **(L)**	P	P	P	P	P	P	-	P	-	-	P
*Community Residential Homes (1-6 persons) **(L)** [2]	P	P	P	P	P	P	P	P	P	P	P
*Community Residential Homes (7-14 persons) **(L)** [2]	-	-	-	-	-	-	-	-	P	-	P
Duplex **(L)**	-	-	-	-	-	-	-	P	-	-	P
Family Child Day Care Home, Small	P	P	P	P	P	P	P	-	-	-	P
Family Child Day Care Home, Large	-	-	-	-	S	S	P	-	S	-	P
Farm Worker/Labor Housing	-	-	-	-	-	S	P	-	-	-	-
Mobile Home Parks **(L)**	-	-	-	-	-	-	-	-	-	P	-
Mobile / Manufactured Home Subdivision **(L)**	-	-	-	-	-	-	-	-	-	P	-
Multifamily Dwellings **(L)**	-	-	-	-	-	-	-	-	P	-	P
Neotraditional Development **(L)**	P	P	P	P	-	-	-	-	P	-	P

Nursing Homes	-	-	-	-	-	-	-	-	P	-	P
Recovery Residence (1-10 persons) (L)	P	P	P	P	P	P	P	P	P	P	P
Recovery Residence (11-20 persons) (L)	-	-	-	-	-	-	-	-	S	-	P
Single-Family Detached Dwelling Units	P	P	P	P	P	P	P	P	-	-	P
Townhouses **(L)**	-	-	-	-	-	-	-	P	P	-	P
NONRESIDENTIAL											
Adult Day Care Centers	-	-	-	-	-	-	-	-	S	-	P
Agriculture, Silviculture, and Other **(L)**											
Agricultural Uses, bona fide uses (except feedlots)	-	-	-	-	-	S	P	-	-	-	-
Animal Husbandry	-	-	-	-	-	S	S	-	-	-	-
Aviaries	-	-	-	-	-	A	A	-	-	-	-
Crop Production	-	-	-	-	-	P	P	-	-	-	-
Equestrian Activities and Uses	-	-	-	-	-	P	P	-	-	-	P
Farm Animals (other than horses)	-	-	-	-	-	S	P	-	-	-	-
Forestry (Logging/Timber Tract Operations, plant nurseries)	-	-	-	-	-	-	P	-	-	-	-
Horses	-	-	-	-	P	P	P	-	-	-	P

Silviculture	-	-	-	-	-	-	P		P	P	P
Sod Farms	-	-	-	-	-	-	P	-	-	-	-
Bed and Breakfast Inns	-	-	-	-	~~-~~S	~~-~~S	~~-~~S	-	S	-	~~S~~ P
Cemeteries **(L)**	-	-	-	-	-	S	P	-	-	-	P
Child Day Care Centers	-	-	-	-	-	-	-	-	S	-	P
~~Home Occupations Class 1~~Home Based Businesses **(L)**	A	A	A	A	A	A	A	A	A	A	A
~~Home Occupations Class 2 **(L)**~~	~~A~~	~~A~~	~~A~~	~~A~~	~~A~~	~~A~~	~~A~~	~~A~~	~~A~~	~~A~~	~~A~~
~~Home Occupations Class 3 **(L)**~~	~~-~~	~~-~~	~~-~~	~~-~~	~~SA~~	~~SA~~	~~A~~	~~-~~	~~-~~	~~-~~	~~A~~
Kennels and Pet Boarding[3]	-	-	-	-	-	-	P	-	-	-	P
Marina (Noncommercial) **(L)**	A	A	A	A	A	A	A	A	A	A	A
Marina (Commercial) **(L)**	S	S	S	S	S	S	S	S	S	S	P
Mining and Soil Extraction **(L)**	-	-	-	-	-	-	S	-	-	-	-
Public Parks and Recreational Facilities	P	P	P	P	P	P	P	P	P	P	P
Pump Stations and Well Sites	P	P	P	P	P	P	P	P	P	P	P
RV Parks and Camps **(L)**	-	-	-	-	-	-	S	-	-	-	~~-~~P
Schools, Elementary and Secondary (public and private, including charter schools) **(L)**	P	P	P	P	P	P	~~-~~P	P	P	P	P
Short-term Vacation Rental[34]	P	P	P	P	P	P	P	P	P	P	P
Veterinary Clinics and Services	-	-	-	-	-	S	P	-	-	-	P

Wholesale/Retail Fertilizer Sales	-	-	-	-	-	-	P	-	-	-	-
Wireless Communication Facilities **(L)**	L	L	L	L	L	L	L	L	L	L	L

~~*This number is per the Florida Building Code, which may be amended from time to time for compliance with the Florida Building Code.~~

Footnotes for Table 3-2:

[1] Only if use is specifically mentioned within the MPD Development Agreement. Uses must be consistent with the criteria established for Master Planned Developments in Chapter 2.09.04.

[2] Community Residential Homes are regulated by Florida Statute 419.001. Large Community Residential Homes having a number of residents between 7-14 are also subject to proximity regulations within the statute. Community Residential Homes due to the occupancy number of beds may have additional requirements under Florida Building Code comparatively to Single-Family Residential homes.

[3] Only on residential lots of 2.5 acres or greater.

~~[3]~~[4] Short-term Vacation Rentals are subject to the requirements of Chapter 17, Article V of the Code of Ordinances.

3.02.03. *Residential Districts—Dimensional Standards.* Section 3.03 and Section 3.04 establishes additional standards for selected residential districts. The following table contains the dimensional standards for the various uses allowed in each residential district:

Table 3-3: Residential Zoning Districts—Dimensional Standards

Standard	SFR-1	SFR-2	SFR-3	SFR-4	SFR-5	EST-1	EST-2	AGR	MHD	DPX	MFR-1	MFR-2
Minimum Lot Size	6,000 sq. ft.	7,500 sq. ft.	10,000 sq. ft.	12,000 sq. ft.	20,000 sq. ft.	1.0 acre [1]	2.5 acres [1]	5 acres [2]	4,000 sq. ft	9,000 sq. ft. [3]	2,500 sq. ft. [3]	2,500 sq. ft. [3]
Minimum Development Site Size	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1 acre	N/A	3 acres [4]	4 acres [4]
Minimum Lot Width [5]	50'	60'	80'	80'	100'	100'	150'	200'	40'	30'/80 [6]	25'/100' [6]	25'/100' [6]
Maximum Density (units per acre) [7]	7.0	5.0	4.0	3.0	2.0	1.0	0.4	0.2	8.0	8.0	8.0	12.0
Minimum Living Area (square feet)	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	600	800 [12]	650	650
Minimum Front Setback [8]	20'	20'	25'	25'	25'	25'	25'	50'	10'	25'	25'	25'

Minimum Rear Setback [8]	10'	6.5'	10'	15'	20'	25'	25'	50'	10'	10'	20'	20'
Minimum Rear Street Setback [8]	15'	15'	15'	15'	15'	20'	25'	25'	10'	15'	25'	25'
Minimum Interior Side Setback [8]	5' [9]	7.5'	7.5'	7.5'	10'	10'	15'	25'	5'	7.5' [9]	10' [9]	10' [9]
Minimum Street Side Setback [8]	15'	15'	20'	20'	20'	20'	25'	25'	10'	20'	20'	20'
Maximum Impervious Surface Ratio (ISR) [10]	0.75	0.75	0.70	0.70	0.50	0.50	0.50	0.25	0.70	0.70	0.70	0.70
Maximum Building Height [11]	35'	35'	35'	35'	35'	35'	35'	35'	35'	35'	50'	60'

Table 3-3 Footnotes:

[1] Residential lots in the EST-1 and EST-2 Districts shall have a contiguous upland area of at least 12,000 square feet. Residential lots utilizing well or septic systems shall have a contiguous upland area of at least one acre.

[2] Residential lots in the AGR District shall have a contiguous upland area of at least 20,000 square feet. Residential lots utilizing well or septic systems shall have a contiguous upland area of at least one acre.

[3] Minimum lot size 4,000 sq. ft. per lot for a legally divided duplex lot. Minimum lot size is shown for a townhouse lot in the MFR Districts.

[4] Minimum size for a manufactured/mobile home park in the MHD District and for multifamily development sites in the MFR-1 and MFR-2 Districts.

[5] Fifteen percent wider width required for corner lots. See Chapter 9 for subdivision design standards. In no event shall lot frontage on a street or access easement be less than 20 feet.

[6] Twenty-five-foot minimum lot width for townhouse lots; 100-foot minimum lot width for multifamily development sites. Thirty-foot minimum lot width per lot for a legally divided duplex lot. Eighty-foot minimum lot width for a detached single-family dwelling on a lot in the DPX District.

[7] See Section 3.05 regarding density calculation methodology.

[8] See Section 3.05 for setback determinations and setback requirements for multistory developments adjacent to residential zoning districts and wireless communication facilities and equipment compounds.

[9] The minimum interior side yard setback for townhouses shall be zero feet. Detached single-family dwellings in the existing subdivisions that were zoned for detached single-family dwellings in the former TWN District shall be zero feet on one side and a minimum distance of 15 feet between each dwelling unit.

[10] See Section 3.05 for ISR calculation methodology.

[11] See Subsection 3.04.04 for height restrictions within the Palm Coast Parkway Overlay Zone.

[12] The minimum living area requirement noted is per unit for a duplex. A single-family dwelling on a duplex lot must meet a minimum requirement of 1,200 square feet for living area.

(Ord. No. 2009-26, § 10, 12-15-09; Ord. No. 2015-9 , § 3, 8-4-15; Ord. No. 2018-02 , § 3, 2-6-18)

Sec. 3.03. - Nonresidential and Mixed Use Zoning Districts.

3.03.01. *Purpose of districts.*

A. *Neighborhood, General, and High Intensity Commercial Zoning Districts (COM-1, COM-2, and COM-3)*

1. The purpose of the COM-1 (Neighborhood Commercial) District is to provide areas for limited commercial and office uses developed at a neighborhood scale to meet the day-to-day retail and service needs of nearby residents.
2. The purpose of the COM-2 (General Commercial) District is to provide areas for general commercial and office uses to meet the community-wide demand for retail, services, business, and employment opportunities.
3. The purpose of the COM-3 (High Intensity Commercial) District is to provide areas for the most intensive commercial uses including, but not limited to, those that focus on automobile sales and service, outdoor storage, and heavy traffic.

B. *Limited and General Office Zoning Districts (OFC-1 and OFC-2).*

1. The purpose of the OFC-1 (Limited Office) District is to provide areas for limited office development. This district is primarily intended to provide office support to larger institutional uses, such as medical offices surrounding hospitals. This district also allows for limited service and retail uses to meet the needs of office workers.
2. The purpose of the OFC-2 (General Office) District is to provide areas for various types of office uses, such as office parks, corporations, and other business and employment centers. This district also permits limited service and retail uses to meet the needs of office workers.

C. *Master Planned Development Zoning District (MPD).* The purpose of the Master Planned Development District is to provide areas where a variety of uses are mixed together in master planned developments and communities. This district utilizes cohesive architectural themes and emphasizes accessibility for pedestrians and bicyclists. Regulations for this district are intended to promote flexibility and creative land use planning and design concepts. The Master Planned Development District replaces the Village Center (VGC-1 and VGC-2), Golf Course Community (GCC), Planned Unit Development (PUD), and Planned Rural Development (PRD) zoning districts. Projects developed or approved within these former districts are bound to their respective Development Agreements and the uses that were formerly allowed in those districts; however, substantial revisions to a Development Agreement, as described in Subsection 2.09.07, will require an application under the terms and procedures of the Master Planned Development District and/or a rezoning. Subsection 3.03.04 establishes the development standards for the Master Planned Development District.

D. *Light and Heavy Industrial Zoning Districts (IND-1 and IND-2).*

1. The purpose of the IND-1 (Light and Warehousing Industrial) District is to provide areas for restricted industrial and warehouse uses of low to moderate intensities with minimal potential

for off-site impacts. This district utilizes performance standards to ensure that impacts are controlled.

2. The purpose of the IND-2 (Heavy Industrial) District is to permit a wide range of intensive industrial uses, which include, but are not limited to, those that are major users of water, produce greater amounts of hazardous and regulated waste, storage of significant amounts of chemicals, produce air emissions, or substantially impact the landscape through mining and soil extraction. This district utilizes performance standards to ensure that impacts are controlled to protect the public health, safety, and welfare.

E. *Public/Semipublic Zoning District (PSP).* The purpose of the Public/Semipublic District is to provide areas for government owned facilities, religious institutions, civic buildings, community club facilities, educational/vocational facilities, nonprofit organization facilities, and essential public services including, but not limited to, transit facilities, water and sewer utility plants and related facilities, and electrical power substations.

F. *Parks and Greenways Zoning District (P&G).* The purpose of the Parks and Greenways District is to provide areas for various parks including active recreational facilities as well as passive open spaces that provide for recreational opportunities. This district also includes areas for historical sites, outdoor museums, golf courses, driving ranges, and associated facilities.

G. *Preservation (PRS).* The purpose of the Preservation District is to provide for the protection of valuable and unique natural resource areas. This district allows minimal development for the purpose of providing public accessibility and basic facilities only.

3.03.02. *Nonresidential and Mixed Use Districts—Allowable Uses.* The following table contains a list of uses allowed in each district, and specifies if they are permitted by right (P) or if they require special exception approval (S) in accordance with Chapter 2. Uses permitted only as accessory to a principal use are noted with an (A). All uses marked with an (L) have additional limitations specific to that use listed in Chapter 4.

Table 3-4. Nonresidential and Mixed Use Zoning Districts—Use Table

Specific Use Type	**COM-1**	**COM-2**	**COM-3**	**OFC-1**	**OFC-2**	**IND-1**	**IND-2**	**PSP**	**P & G**	**PRS**	**MPD**[1]
Civic, Nonprofit and Institutional											
Civic Uses: town hall, libraries, museums	P	P	P	P	P	S	-	P	-	-	P
Civic Uses: police, fire, postal service	P	P	P	P	P	P	S	P	-	-	P
Civic Clubs and Fraternal Organizations (L)	P	P	P	P	P	-	-	P	-	-	P
Hospice Services	S	P	P	S	P	-	-	P	-	-	P

Hospitals	-	P	P	-	P	-	-	P	-	-	P
Houses of Worship/Religious Institutions (L)	P	P	P	P	P	-	-	P	-	-	P
Nonprofit Organizations, (e.g., Humane Societies) (L)	P	P	P	P	P	-	-	P	-	-	P
Eating, Drinking and Entertainment											
Adult-Oriented Businesses (L)	-	-	-	-	-	-	P	-	-	-	-
Drinking Establishments (without outdoor entertainment) (L)	-	P	P	-	-	-	-	-	-	-	P
Drinking Establishments (with outdoor entertainment) (L)	-	S	P	-	-	-	-	-	-	-	P
Beer, Wine, and Liquor Stores (L)	P	P	P	P	P	-	-	-	-	-	P
Cafeterias, Coffee and Donut Shops, Snack Bars, Sandwich Shops, Delicatessens, Bakeries	P	P	P	P	P	S	-	P	-	-	P
Microbreweries, Micro Distilleries (L)	-	S	P	-	-	P	-	-	-	-	P
Mobile Food Dispensing Vehicle or Temporary Commercial Kitchens (L)	A	PA	PA	-	-	PA	-	A	A	-	PA
Performing Arts Facilities (e.g. dinner theaters)	S	P	P	-	-	-	-	P	-	-	P
Pizza Delivery Establishments and Takeout Places	P	P	P	P	P	S	-	-	-	-	P

Restaurants, Fast Food (L)	-	P	P	-	-	-	-	-	-	-	P
Restaurants, Sit-Down	P	P	P	P	P	-	-	-	-	-	P
Educational Facilities											
Elementary/Secondary Schools (public and private) (L)	P	P	P	P	P	-	-	P	-	-	P
Colleges/Universities	S	S	P	S	P	-	-	P	-	-	P
Industrial Uses (L)											
Manufacturing, Heavy (L)	-	-	-	-	-	S	P	-	-	-	–P
Manufacturing, Light (L)	-	-	-	-	-	P	P	-	-	-	P
Material Recovery Facilities (e.g. recycling centers)	-	-	-	-	-	P	P	-	-	-	–P
Mining and Soil Extraction (L)	-	-	-	-	-	-	S	-	-	-	-
Laboratories											
Medical and Diagnostic Laboratories	S	P	P	P	P	P	-	-	-	-	P
Dental Labs	P	P	P	P	P	-	-	-	-	-	P
Multiuse Building (L)	P	P	S	P	P	-	-	-	-	-	P
Office, Medical and Professional											
Banks and Credit Unions	P	P	P	P	P	-	-	-	-	-	P
Building Contractors	-	S	P	S	P	P	-	-	-	-	P
Mail Order Facilities	P	P	P	P	P	P	-	-	-	-	P

Medical and Professional Offices	P	P	P	P	P	-	-	-	-	-	P
Outpatient Care Facilities	P	P	P	P	P	-	-	-	-	-	P
Pharmacies [2]	-	P	P	P	P	-	-	-	-	-	P
Scientific and Technical (e.g. architects, engineers, design, programming, and consulting)	P	P	P	P	P	S	-	-	-	-	P
Temporary Employment Agencies and Management Services	P	P	P	P	P	-	-	-	-	-	P
Veterinarians (without kennels/post-operative care only)	P	P	P	P	P	-	-	-	-	-	P
Recreation and Tourism											
Bed and Breakfast Inns	P	P	P	-	-	-	-	-	-	-	P
Electronic Game Promotion Establishments	-	S	P	-	-	-	-	-	-	-	P
Golf Courses, Driving Ranges, and Country Clubs	-	-	-	-	-	-	-	-	P	-	P
Hotels	-	P	P	P	P	-	-	-	-	-	P
Marinas (Commercial) (L)	P	P	P	P	P	P	P	P	S	-	P
Motels	-	P	P	-	-	-	-	-	-	-	P
Public Parks and Recreation Facilities	P	S	S	S	S	S	S	P	-	P	P
Recreation, Indoor	P	P	P	-	-	-	-	-	-	-	P
Recreation, Outdoor	-	S	P	-	-	-	-	P	P	S	P

RV Parks and Camps (L)	-	-	-	-	-	-	-	-	P	-	~~-~~P
Shooting and Target Ranges (indoor)	-	-	S	-	-	P	-	-	-	-	~~-~~P
Stadiums and Athletic/Sports Arenas	-	-	P	-	-	-	-	P	-	-	P
Residential											
Assisted Living Facilities, Nursing Homes	P	P	P	P	P	-	-	P	-	-	P
Caretaker's Dwellings	-	S	S	-	S	S	S	S	S	S	P
Community Residential Homes (7 to 14 residents)	-	-	-	-	-	-	-	-	-	-	P
On-site dwelling units for agents or employees of principal use.	-	-	-	-	S	-	-	S	S	S	P
Dormitories	S	S	S	-	-	-	-	S	-	-	P
Live Local Mixed-Use Residential ~~Developments~~[4]Developments[3]	P	P	P	P	P	P	P	P	-	-	P
Retail Sales and Services											
Art Dealers	-	P	P	P	P	-	-	-	-	-	P
Automotive Parts (e.g. accessories and tires)	-	S	P	-	-	P	-	-	-	-	P
Building Material Stores (paint, hardware)	P	P	P	-	-	P	-	-	-	-	P
Clothing and Accessory Stores (e.g. shoes and luggage)	P	P	P	S	P	-	-	-	-	-	P

Retail (L)	P	P	P	-	-	-	-	-	-	-	P
Florists	P	P	P	P	P	-	-	-	-	-	P
Food and Beverage Stores (supermarkets and specialty foods)	P	P	P	P	P	-	-	-	-	-	P
Furniture and Home Furnishings Stores	P	P	P	-	P	P	-	-	-	-	P
Home Improvement Centers	-	P	P	-	-	P	-	-	-	-	P
Large-Scale Retail Centers (L)	-	P	P	-	-	-	-	-	-	-	P
Lawn and Garden Equipment and Supplies Stores	P	P	P	-	-	P	-	-	-	-	P
Model Home Centers (L)	P	P	P	P	P	-	-	-	-	-	P
Pet (domestic) Stores	P	P	P	-	-	-	-	-	-	-	P
Plant Nurseries	P	P	P	-	-	-	-	-	-	-	P
Photo Finishing	P	P	P	P	P	-	-	-	-	-	P
Small Box Discount Stores ~~3~~ 4	-	P	P	-	-	-	-	-	-	-	P
Sporting Goods, Hobby, Book and Music Stores	P	P	P	P	P	-	-	-	-	-	P
Used Merchandise Stores	S	P	P	-	-	-	-	-	-	-	P
Service, Business											
Printing and Publishing	S	P	P	S	P	P	S	-	-	-	P
All other business services	P	P	P	P	P	P	P	-	-	-	P
Service, Personal											

Adult Day Care Centers	P	P	P	P	P	-	-	-	-	-	P
Bail Bonding	-	S	P	-	-	-	-	-	-	-	P
Child Day Care Centers	P	P	P	P	P	-	-	-	-	-	P
Funeral Homes	S	P	P	S	P	-	-	-	-	-	P
Tarot Card, Psychic, and Palm Readings	-	S	P	-	-	-	-	-	-	-	P
Tattooing, Body Piercing, and other Body Art	-	~~S~~ P	P	-	-	-	-	-	-	-	P
All other personal service uses	P	P	P	P	P	P	-	-	-	-	P
Service, Major											
Data Centers[5]	-	-	-	-	-	-	-	-	-	-	-
Heavy Construction and Land Excavation Contractors	-	-	-	-	-	P	P	-	-	-	~~-~~P
Kennels and Animal Boarding[6]	-	S	P	-	-	P	-	-	-	-	P
Landscaping Services	P	P	P	-	-	P	S	-	-	-	~~-~~P
Machine Shops and Tool and Die	-	-	-	-	-	P	P	-	-	-	~~-~~P
Repair Services for Commercial and Industrial Machinery and Equipment	-	S	P	-	-	P	P	-	-	-	~~-~~P
Truck Stops	-	-	S	-	-	P	P	-	-	-	~~-~~P
Training Facilities											
Automobile Driver Schools	P	P	P	P	P	-	-	P	-	-	~~-~~P

Technical/Trade Schools	P	P	P	P	P	P	S	P	-	-	P
Trucks and Heavy Equipment Driving Schools	-	-	P	-	-	P	P	P	-	-	~~-~~P
Utilities and Public Works											
Dredge Spoil Disposal	-	-	-	-	-	-	-	S	-	-	-
Landfills (for nonhazardous, organic debris or construction debris only)	-	-	-	-	-	-	-	S	-	-	-
L~~-~~P Gas Dealer and Bulk Storage	-	S	P	-	-	P	S	-	-	-	~~-~~P
Municipal Pump Stations and Well Sites	P	P	P	P	P	P	P	P	P	S	P
Park and Ride Facilities	-	-	-	-	-	-	-	~~S~~ P	-	-	P
Power Generation and Distribution (electric and gas) Facilities	-	S	S	S	S	P	P	P	-	-	~~-~~P
Public Works Facilities	-	-	-	-	-	P	P	P	-	-	~~-~~P
Passenger Transit or Rail Stations	P	P	P	P	P	~~S~~ P	P	P	-	-	P
Vertiports for VTOL and eVTOL aircraft[57]	-	P	P	-	P	P	P	P	-	-	P
Solid Waste Transfer Stations	-	-	-	-	-	-	S	S	-	-	~~-~~P
Wastewater Treatment Facilities	-	-	-	-	-	-	-	S	-	-	~~-~~P
Water Supply Plants	-	-	-	-	-	-	-	S	-	-	P
Wireless Communication Facilities (L)	L	L	L	L	L	L	L	L	L	L	L

Vehicle Sales, Rental, Service, and Repair											
Automotive, Recreational Vehicle, and Boat Dealers	-	S	P	-	-	P	-	-	-	-	P
Car Washes	-	S	P	-	-	-	-	-	-	-	P
Commercial & Industrial Machinery & Equipment Rental and Leasing	-	S	P	-	-	P	P	-	-	-	P
Convenience Stores with Fueling Facilities (L)	P [3]	P	P	-	-	-	-	-	-	-	P
Motor Vehicle Towing Services	-	-	S	-	-	P	P	-	-	-	P
Motorcycle Dealers	-	P	P	-	-	P	-	-	-	-	P
Quick Lubrication or Tire Replacement Shop	-	P	P	-	-	P	-	-	-	-	P
Service Stations	P	P	P	-	-	P	-	-	-	-	P
Taxi and Limousine Services	P	P	P	-	-	-	-	-	-	-	P
Vehicle Rental/Leasing	-	S	P	-	-	P	-	-	-	-	P
Vehicle Repair	-	S	P	-	-	P	-	-	-	-	P
Warehousing											
Miniwarehouses, Office Warehouses and Self-Storage	-	S	P	-	-	P	-	-	-	-	P
Warehouse/Distribution Facilities (~~>~~≥50,000 sq ft)	-	-	S	-	-	~~S~~ P	P	-	-	-	P
Warehouse/Distribution Facilities (<50,000 sq ft)	-	S	P	-	-	P	~~S~~ P	-	-	-	P

Footnotes for Table 3-4:

[1] Only if use is specifically mentioned within the MPD Development Agreement. Uses must be consistent with the criteria established for Master Planned Developments in Chapter 2.09.04.

[2] A medical marijuana treatment center dispensing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school. F.S. § 381.986 .

[4~~-~~3] New developments pursuant to the Live Local Act shall be authorized in accordance with Section ~~34~~.~~06~~23, until the sunset of the Live Local Act on October 1, 2033, or as amended. Live Local Act developments shall be considered conforming after the sunset of the Act, as long as they maintain their affordability compliance as outlined in Section ~~34~~.~~06~~23.

[34] If subject property is within 500 feet of any residential property, a special exception for the use is required in accordance with Section 2.07 Special Exceptions.

[65] Data Centers require a super-majority vote of the City Council pursuant to Section 3.01.06. In the event that the City Council approves a Data Center, it shall require a closed-loop cooling system, be limited to a zoning district of IND-1 or IND-2, and subject to meeting the Industrial Use Performance Standards of Section 4.14.02.

[6] In Mixed Use MPDs permitted in residential lots only if lot/parcel is 2.5 acres.

[7] Vertical Takeoff and Landing (VTOL) and Electronic Vertical Takeoff and Landing (eVTOL) aircraft takeoff and landing sites are known as vertiports. The locational siting and design of vertiports are subject to meeting requirements established by FDOT and the FAA, as amended. The operations for said aircraft shall meet any adopted FDOT or FAA regulations, as amended.

3.03.03. *Nonresidential and Mixed Use Districts—Dimensional Standards.* The following table contains the dimensional standards for the various uses allowed in each nonresidential and mixed use district. The following subsections contain additional standards for the various nonresidential mixed use districts.

Table 3-5. Nonresidential and Mixed Use Zoning Districts—Dimensional Standards

Zoning District Standard	COM-1	COM-2	COM-3	OFC-1	OFC-2	PSP	IND-1	IND-2	P&G	PRS	MPD
Minimum Lot Size	20,000 sq. ft.	20,000 sq. ft.	30,000 sq. ft.	15,000 sq. ft.	20,000 sq. ft.	20,000 sq. ft.	20,000 sq. ft.	1 acre	N/A	N/A	N/A
Minimum Lot Width [1]	100'	100'	100'	100'	100'	100'	100'	150'	N/A	N/A	N/A
Maximum Impervious Surface Ratio (ISR)	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.65	0.20	0.05	N/A [2]
Maximum Floor Area Ratio (FAR)	0.30 [3]	0.40	0.50	0.40	0.40	0.30	0.35	0.~~45~~ 35	0.10	N/A	~~NA~~ 0.55
Maximum Building Height [4]	50'	100'	75'	75'	100'	100'	65'	65'	35'	35'	100'

Interior Side and Rear Setbacks [5]	10'	10' [6]	10' [6]	10'	10'	10'	10'	15'	5'	5'	N/A
Minimum Building Setbacks from Streets:											
Arterial/Collector Road [7]	25'	25'	25'	25'	25'	25'	25'	35'	35'	35'	N/A
Local Road	20'	20'	20'	20'	20'	20'	25'	35'	10'	10'	N/A

Footnotes for Table 3-5:

[1] In no event shall the lot frontage on a street or access easement be less than 20 feet.

[2] See Subsection 3.03.04 for open space requirements.

[3] The gross floor area of a neighborhood shopping center shall not exceed 50,000 square feet.

[4] See Subsection 3.04.04 for height restrictions within the Palm Coast Parkway Overlay Zone. Additional height is permitted for appurtenances in the IND-2 District, as required by federal and state regulatory agencies. See Chapter 13 for additional restrictions on building height that may be applicable.

[5] See Section 3.05 for setback determinations and setback requirements for multistory developments adjacent to residential zoning districts and wireless communication facilities and equipment compounds. Fifteen percent wider width required for corner lots. See Chapter 9 for subdivision design standards. In no event shall lot frontage on a street or access easement be less than 20 feet. Minimum setback requirement is 25 feet when abutting the SFR, DPX, EST, AGR, PRS, and P&G Districts.

[6] A zero-foot interior side setback is permitted for a large-scale retail center with an approved master plan.

[7] Building abutting any specific arterial or collector road listed in Table 11-5 of Chapter 11 require a 35-foot setback to accommodate the landscape buffer.

3.03.04. *Master Planned Development (MPD) Zoning District Development Standards.* Requesting a rezoning to the Master Planned Development District is a voluntary process commenced by an applicant proposing a master plan for a unique, individually planned development which would not otherwise be permitted in any of the zoning districts established by this chapter. An application for rezoning to a Master Planned Development District shall show that the planned development will produce a functional, enduring, and desirable environment, with no significant adverse impacts to adjacent properties.

A. *Purpose.* The purpose of the Master Planned Development District is to provide opportunities for innovative planning and design. Although greater flexibility is given within this district, procedures are established in this subsection to ensure that master planned developments are consistent with sound and generally accepted land development practices and that added benefit is accrued to the community. Approval of a Master Planned Development Agreement will be based on the finding that the submittal results in one or more of the following:

1. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the master planned development zoning approval; and/or

2. Long-term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the master planned development zoning approval.

B. *Intent.* The intent of the Master Planned Development District is to:

1. Encourage efficient land development through the use of innovative land use planning.
2. Encourage a more compatible and harmonious development of contiguous lands.
3. Permit the combining and coordinating of architectural styles, building forms, and building relationships within a development.
4. Provide for the planning, review, and approval of one or a combination of residential, commercial, industrial, recreational, and public land uses and structures that results in an organized development.
5. Minimize infrastructure costs through a more efficient arrangement of structures, utilities, on-site circulation, ingress, and egress than is permitted under conventional zoning and subdivision regulations.
6. Preserve to the greatest extent feasible environmental assets and natural amenities such as scenic and functional open space areas.
7. Establish specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary for the protection of the public health, safety, or welfare, or for the protection or preservation of lands either internal or external to the planned development.

C. *General requirements.*

1. *Comprehensive plan consistency.* The master planned development shall be consistent with the Comprehensive Plan. A Master Planned Development District is allowed within all Comprehensive Plan Future Land Use Map categories.
2. *Other ordinances.* All building and housing codes of the City are applicable to the Master Planned Development District; however, requirements for dimensional standards, parking, open space, and other land use regulations established in the master planned development plan may differ from those specific to the zoning district in which the development is located to achieve a higher level of quality. Special exceptions and variances are, therefore, not applicable to master planned development plans.

D. *Permitted uses, densities, and intensities.* All principal and accessory uses permitted within the Master Planned Development District, as provided for in Tables 3-2 and 3-4, noting that these uses are not meant to be exclusive, uses not listed in this chapter pursuant to Section 3.01.07 may be requested. All uses requested within a Master Planned Development District are subject to approval by the City Council based on consistency with the Comprehensive Plan and compatibility with the surrounding areas. The maximum gross residential density or nonresidential intensity permitted within any proposed master planned development shall not exceed the density or intensity permitted within the Comprehensive Plan Future Land Use Map category where the particular master planned development is proposed.

E. *Development standards.* All development standards including, but not limited to, lot sizes, setbacks, lot coverage, building height, lighting, architecture, landscaping, recreation, and open space shall be specified in the Master Planned Development agreement.

F. *Compatibility standards.* In order to ensure compatibility of the master planned development the following shall apply whenever the proposed development abuts a single-family detached residentially zoned development:

1. Residential lot arrangement at the master planned development property line(s), including width, depth, and area shall be consistent with the average width, depth, and area of the abutting existing neighborhood with a variation of no more than 25 percent less than the average;
2. Residential and nonresidential building height adjacent to residential zoning districts shall comply with the requirements of Chapter 13.
3. Nonresidential delivery and loading areas, dumpsters, and mechanical equipment shall be located away from property lines abutting residential areas.
4. Development shall be generally consistent with the Architectural Design Regulations contained in Chapter 13.

G. *Perimeter buffer requirement.* Whenever a master planned development abuts existing developments with lower density or intensity land uses, the City Council may impose perimeter buffer requirements in excess of the minimum requirements established in Chapter 11 in order to protect the privacy of existing adjoining uses including, but not limited to:

1. Structures, buildings, and streets located at the perimeter of the development shall be permanently screened in a manner that sufficiently protects the privacy and amenities of the adjacent existing uses.
2. Increased setbacks from the perimeter line may be imposed to protect privacy of adjacent existing uses.

H. *Vehicular and pedestrian access and parking.* The master planned development shall be designed in a way that integrates pedestrian, bicycle, and vehicular traffic circulation systems into the surrounding community. The development shall provide for safe and convenient access to public uses, common areas, and other community services, facilities, and activities located both within the proposed development and beyond its boundaries.

1. All uses within the master planned development shall have access to a public street either directly or indirectly via a private approach road, pedestrian way, court, or other area dedicated by a common easement guaranteeing access. Permitted uses are not necessarily required to front on a dedicated road. The City shall be allowed access on privately owned roadways, easements, and common open space to ensure the police and fire protection of the area, to meet emergency needs, to conduct City services and services of exclusive franchises, and to generally ensure the health and safety of the residents of the master planned development.
2. Vehicular access from individual lots or dwelling units onto arterial or collector streets within or adjacent to the development is discouraged.
3. Adequate parking and loading shall be provided in general conformance with regulations established in Chapter 5. However, the minimum number of parking spaces required may be modified, based on evidence that other standards would be more reasonable. A decision to reduce the number of parking spaces shall be based on technical information provided by a qualified consultant that verifies the reduction will not impair the functioning of the development or adjacent developments.

I. *Open space requirement.* A master planned development shall give priority to preservation and interconnection of wildlife corridors and wildlife preservation areas, including below grade crossings, if necessary. Open space should, to the maximum extent possible, preserve the most important environmental features on the site in their natural state or restrict these areas for passive outdoor recreational purposes only.

Master planned developments within a Development of Regional Impact are exempt from the open space requirements of this section, provided that the master planned development must comply and be consistent with the development of regional impact development order.

1. *Minimum required open space.* A master planned development shall be required to provide open space totaling 40 percent of its gross area. For a development with residential uses, at least 25 percent of the total required open space shall be common areas accessible to the public. Additional open space shall be, where possible, located and designed to achieve the following:
   a. Provide areas for informal recreation and pathways;
   b. Connect to adjacent open space, parks, bike paths, or pedestrian paths;
   c. Provide natural greenbelts along roadways; and
   d. Buffer adjacent land uses where appropriate.
2. *Open space requirement flexibility.* As an alternative to meeting the open space percentage noted above, an applicant may propose alternative solutions such as, but not limited to, green building principles, land donation, or other mechanisms that would justify the lower percentage.
3. *Permitted uses of open space.* For the purpose of this section, open space does not equate to pervious areas. Therefore, the following uses as permitted within the required open space area:
   a. Pervious areas including, but not limited to, conservation of natural, archeological, and historical resources; and woodlands, wetlands, ponds, lakes, wildlife corridors, landscape, and similar environmental or conservation-oriented areas.
   b. Walking or bicycling trails or paths paved with pervious or semipervious materials.
   c. Passive recreation areas such as playgrounds which meet the following standards:
      (1) Such areas do not exceed ten percent of the required open space; and
      (2) Such areas are located outside any conservation areas that include wetlands that qualify as moderate and optimal in Chapter 10.
   d. Easements for drainage and underground utility lines.
   e. Stormwater retention and detention ponds.
   f. Golf courses, disc golf, or similar open field based recreational areas.
4. *Prohibited uses of open space.*
   a. Roads and parking lots.
   b. Buildings, structures, and other impervious surfaces, except as necessary for residential walkways connecting to public sidewalks.
5. *Common open space and improvements.* All common open space, as well as public and recreation facilities shall be specifically included in the development plan and Master Planned Development Agreement.
   a. Common improvements associated with residential uses, including private or public parks, pools, recreation centers, or other facilities shall be constructed in conjunction with residential dwellings. Such facilities shall be completed at a rate equal to that which is capable of serving the number of completed residential units in the master planned development. Therefore, recreational facilities must be permitted and under construction prior to the issuance of the 25th permit ~~no more than 40 percent~~ of the units for which the improvements are intended. ~~shall receive building permits until the improvements are completed.~~

b. Public improvements must be backed by performance bonds issued to the City in a form and quantity acceptable to the Land Use Administrator. The Land Use Administrator must approve the bond prior to the issuance of the first residential permit.

c. Improvements may be completed in phases as long as the capacity of the improvement is capable of serving the associated phase of development.

6. *Conveyance and preservation of open space.* Open space shall be preserved in perpetuity based upon the type of space and the user, as follows:

a. Common open space, proposed for use of the master planned development owners and residents, shall be conveyed to a homeowners association or to a nonprofit organization whose principal purpose is the conservation of open space, to a corporation or trust owned or to be owned by the owners of the lots or dwelling units within the residential cluster development, or to owners of shares within a cooperative development. If such a corporation or trust is used, ownership shall pass with the conveyances of the lots or dwelling units. The conveyance shall be recommended to the City Council by the Planning and Land Development Regulation Board and shall be in a form approved by the City Attorney.

b. Open space associated with natural features including, but not limited to, wetlands and other environmentally sensitive areas shall be preserved in perpetuity via a conservation easement on a form approved by the City that shall be recorded with the Flagler County Clerk.

7. *Maintenance of common areas, stormwater conveyance system, and open space.* Homeowners or Property Owners Association Bylaws shall be required for a master planned development project and shall identify the party(ies) or person(s) responsible for maintaining the common areas, stormwater conveyance system, and open space, including multiuse trails open to the public.

J. *Existing golf course communities.* Existing golf courses communities located within the former Golf Course Community (GCC) District seeking to add residential units must comply with the standards established for the Master Planned Development District. In addition, the development shall utilize the following guidelines in order to minimize adverse impacts on any abutting single-family residentially zoned areas.

1. Existing direct golf course views from the rear yards of all existing, platted lots located within any residentially zoned districts directly abutting the site shall be maintained. Peripheral (i.e. side) views from these existing rear yards may be impacted by new development and new development may be visible from existing development.

2. Existing golf course views from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical.

3. Multifamily uses shall be surrounded by fairways, clubhouse, and/or other golf course facilities to buffer single-family areas within the same development. The multifamily uses shall not be located within 150 feet from any existing, platted lots located within a residentially zoned area.

K. *Master planned development review and approval process.* The application for a master planned development and the rezoning, along with the required Master Planned Development Agreement, shall be submitted and approved in conformance with Chapter 2.

(Ord. No. 2009-26, §§ 11, 12, 12-15-09; Ord. No. 2012-3, § 2(Exh. 1), 5-1-12; Ord. No. 2015-08 , § 2, 7-21-15; Ord. No. 2015-9 , §§ 2, 4, 8-4-15; Ord. No. 2017-19 , § 3, 10-17-17; Ord. No. 2018-02 , § 4, 2-6-18; Ord. No. 2020-09 , § 2, 8-18-20)

Sec. 3.04. - Overlay Zones.

3.04.01. *Purpose and intent.* The intent of this section is to establish certain overlay zones within which special development restrictions are imposed. The land uses permitted within the underlying zoning districts remain undisturbed by the creation of the overlay zone.

3.04.02. *Wetland ~~overlay~~ Probability zone.*

A. *Purpose.* The purpose of the wetland ~~overlay~~ probability zone is to designate areas within the City containing significant wetland areas. The wetland probability zone is synonymous with the previous name wetland overlay zone.

B. *Delineation of wetland ~~overlay~~ probability zone boundaries.* The wetland ~~overlay~~ probability zone boundaries delineate areas in which aerial maps, the Future Land Use Map, or other sources of conceptual wetland mapping information indicate that the subject parcel or lot appears to meet at least one of the following conditions:

1. More than 50 percent of the land area within the parcel or lot contains wetlands as defined and protected under Chapter 10.
2. The parcel or lot contains wetlands that are part of a protected environmental or resource corridor or an integrated, non-isolated wetland system.
3. The location of the wetlands on the parcel or lot is situated in such a manner that the property's future development may be substantially restricted.

C. *Restrictions to future development within a wetland ~~overlay~~ probability zone.* Although the wetland ~~overlay~~ probability zone designation is an indication that a property's future development may be restricted due to the presence of wetlands, the designation itself does not entail any specific development regulations. Upon determination of the jurisdictional wetlands boundary by the St. Johns River Water Management District or other government designated entities and the application of Chapter 10, the parcel or lot is permitted to develop in accordance with the prescribed standards of its zoning district.

D. *Preserved wetland areas.* Preserved wetland areas may be used on a parcel or lot to meet setback requirements, to provide credit toward meeting landscape requirements, and to provide pervious area. Twenty-five percent of preserved wetland areas may count in the gross acreage used to calculate residential density in accordance with Section 3.05.

E. *Wetlands impacts.* The wetland ~~overlay~~ probability zone designation neither precludes impacts to wetlands nor does it provide justification for wetland impacts. Chapter 10 contains the City's regulations regarding wetland impacts.

3.04.03. *Gateway Overlay Zone.*

A. *Purpose.* The purpose of the gateway overlay zone is to establish provisions that enable development of a unique hub located within the City's State Road 100 Community Redevelopment Area. This shall be accomplished by implementation of land development criteria promoting redevelopment that provides consistent landscape and architectural standards compatible with the approved Town Center Development of Regional Impact. At the same time, the City recognizes that there are existing uses, both nonresidential and residential, within the gateway overlay zone that need to remain as viable properties during the interim period before redevelopment can occur. The gateway overlay zone is intended to:

1. Ensure the roadways develop into a cohesive, scenic gateway;
2. Provide uniform design standards to establish high quality development;
3. Prevent disjointed, disorganized development caused by unplanned and uncoordinated uses, buildings, and structures; and

4. Maintain and enhance property values.

B. *Description of district.* The boundary of the gateway overlay zone is delineated on the Official Zoning Map and is generally described as being bounded on the west by Bulldog Drive, on the north by the northerly property lines of the Midway Park First Addition Subdivision and southeasterly to the northern lot lines of Whispering Pines Subdivision; on the east by the east lot lines of Whispering Pines Subdivision; and on the south by the northerly right-of-way line of State Road 100.

C. *Site planning guidelines.* Site design shall specifically address the creation of an attractive, safe, and functional urban environment. The requirements contained in Chapter 13 relating to general architectural design shall apply to lands within this overlay zone as well as the following guidelines, which are unique to this zone.

1. *Building design, layout, and orientation.*

a. Buildings shall be organized to create or strengthen view corridors to significant natural or man-made features.

b. Building siting and orientation shall create a healthier pedestrian environment designed within the existing urban framework and linked to outdoor spaces including parks, plazas, and walkways.

c. When two or more buildings are proposed on a single lot of record, the primary building shall be oriented to face the public right-of-way.

d. Buildings shall be oriented to maximize pedestrian access and views of significant natural or man-made features, even if there is a primary façade on the public right-of-way.

e. Building orientation and massing should relate to nearby buildings and to the urban context, with off-street parking areas located to the sides and rear of the site.

f. In order to provide a unified design with the main structure and enhance the visual impact of outparcels on a site, all exterior façades of the outparcel buildings shall be considered primary façades and shall employ architectural and landscape design treatments similar to or compatible with the primary building and anchor tenant.

g. Secondary building entrances shall be considered when parking is located to the rear of the building to provide direct service and customer access to the store from parking areas as well as improve circulation between the parking lots and the street. Architectural embellishments, awnings, landscaping, and directional signage shall be used to mark the secondary entrance, and the design and building materials of the rear of the building shall be consistent with the front facade.

h. Corporate building design that is typically read as signage or branding is discouraged.

2. *Vehicular and pedestrian access and parking.*

a. Vehicular connection between the buildings, including the main structures and outparcels, is required to provide for safe and convenient vehicular movement within the site.

b. Interconnection of pedestrian walkways with the main structure and adjacent outparcels is required. Pedestrian walkways that are incorporated into parking areas or roadways shall be distinguished as such through the use of different materials.

c. The site plan shall be integrated with adjacent parcels to provide a logical, safe, and harmonious system of roadways and interconnecting bike paths and sidewalks.

d. Parking areas shall be designed to avoid the appearance of a large expanse of pavement, and shall be conducive to safe pedestrian access and circulation.

e. Joint or shared parking and cross-access are encouraged to create physical and visual linkages and to create more developable areas for commercial, institutional, and amenity uses.

3. *Maintenance and service areas.*

a. All maintenance and service areas shall be located in the rear of the buildings or, if a rear location is not possible, such areas shall be screened from public view.

b. Efficient access shall be provided to service drops and maintenance or trash collection areas.

D. *Building design.*

1. Building height shall not exceed 45 feet.

2. Buildings shall have architectural features and patterns that provide visual interest from the perspective of pedestrians and motorists. Buildings shall include substantial variation in mass, such as articulation of vertical and horizontal planes, particularly in primary building facades.

3. Building facades shall be designed to avoid visual monotony. Landscaping may be employed to enhance the architectural features, but shall not be used in lieu of the following:

a. Facades shall not exceed 30 horizontal feet and ten vertical feet without incorporation of two of the following elements:

(1) A change in plane, such as an offset, reveal, or projecting rib. Such plane projections or recesses may include, but are not limited to, columns, planters, arches, and voids and shall be a minimum of 12 inches in depth, applied to at least 20 percent of the building length;

(2) Control and expansion joints constitute a blank wall, unless used in a decorative pattern with varied materials or textures and spaced a maximum of ten feet on center. Relief and reveal depth shall be a minimum of three-quarters of an inch;

(3) Architectural details, such as raised bands and cornices;

(4) Awnings; or

(5) Change in color and/or texture (banding alone does not constitute a change in color or texture).

b. Facades that extend for more than 100 feet in length shall incorporate, in addition to two of the above requirements, at least one of the following elements:

(1) A change in plane, such as an offset, reveal, or projection rib a minimum of 12 inches in depth, with a maximum spacing of 100 feet between features;

(2) Prominent public entrance defined by substantive architectural features; or

(3) Change in building material, such as split face block.

4. Facade treatments for primary and secondary facades shall include the following:

a. Primary facades shall have at least two of the following elements for at least 60 percent of the width of the facade:

(1) Public entrances;

(2) Arcades or other roof treatment such as shutters or secondary roofs to provide pedestrian shade and facade interest;

(3) Windows;

(4) Awnings, associated with windows or doors; or

(5) Foundation plantings adjacent to the building with a minimum width of five feet.

b. Secondary facades shall incorporate two of the following design elements for primary facades:

(1) The first floor of all buildings, including structured parking, shall be designed to encourage pedestrian-scale activity;

(2) Overhangs/awnings shall be no less than five feet deep to protect pedestrians from inclement weather;

(3) The highest point of a first floor awning on a multistory building shall not be higher than the midpoint between the top of the first story window and the second story windowsill;

(4) Accessory structures including, but not limited to, carwash buildings and gas station/convenience store canopies, shall have the same architectural detail, design elements, and roof design as the primary structure; or

(5) All additions, alterations, and accessory buildings shall be compatible with the principal structure in design and materials.

5. Fenestration details such as windows, awnings, covered arcades, sills, shutters, relieves, trims, pilasters, accent tiles, quoins, reveals, cornices, arches, and decorative vents shall be provided along a minimum of 60 percent of the façade length of the front elevation. If a side or rear elevation is contiguous to a public street or residential use, 40 percent of the elevation must have fenestration details.

6. Entrances.

a. Primary customer entrances shall face a public street. Buildings larger than 30,000 square feet located on corner lots shall provide customer entrances on both streets, or a corner entrance. Additional entrances are encouraged facing parking lots, plazas, lake fronts, and adjacent buildings. When a property is adjacent to multiple public streets, the street that carries the greatest volume of traffic is the preferred orientation for the main entrance.

b. A primary and a secondary entry feature design element listed below shall be provided at each customer entrance:

(1) *Primary.*

• Canopies, porte-cochere, or porticos.

• Wall recess or projection a minimum of 12 inches in depth.

• Covered arcades, a minimum of eight feet clear in width.

• Peaked roof forms.

• Arches, columns, or pilasters.

• Landscape planters a minimum width of five feet.

(2) *Secondary.*

• Overhangs, cornices, and eaves.

• Decorative moldings or trims around windows and doors.

• Covered public outdoor patio or plaza incorporated with entry area which is not part of a tenant space.

• Special pavers, bricks, decorative concrete, or similar marked pavement treatment.

• Architectural details, such as tile work or moldings.

• Landscape planters a minimum width of five feet.

7. *Roofs.*

a. Buildings shall have a recognizable top consisting of but not limited to: cornice treatments, roof overhangs with brackets, steeped parapets, and richly textured materials. Color bands, typically used for advertising, are prohibited.

b. A primary roof is the portion of the roof that covers the main area of the building. A secondary roof is the portion of the roof covering smaller extensions of the structure. A primary and a secondary roof design element, selected from those listed below, shall be incorporated into the design:

(1) *Primary.*

• Articulated parapet—The highest point of the parapet shall not at any point exceed 15 percent of the height of the supporting wall.

• Pitched roof with minimum 12 inches overhanging eaves.

• Three or more roof plane breaks or slopes per facade elevation.

• Any combination of the above.

(2) *Secondary.*

• Decorative roof details, such as dormers, cupolas, rafter tails, balconies, terraces, or exposed beams.

• Three-dimensional cornices with decorative moldings.

• Pediments, porticos, architectural features at entryways, or decorative towers.

E. *Pedestrian amenities.*

1. Where development abuts a collector or arterial road, walkways a minimum of five feet in width shall be provided from each adjacent perimeter public sidewalk to all customer entrances. Where development abuts a local road, walkways a minimum of four feet in width shall be provided from each adjacent perimeter public sidewalk to all customer entrances. All such walkways shall include the following:

a. One native canopy tree for each 30 linear feet with a maximum spacing of 50 feet between trees; trees may be massed to enhance views, create public spaces or otherwise improve the overall appearance of the project; and

b. A bench every 200 feet between the public right-of-way and the front customer entrance.

2. Walkways traversing vehicular use areas shall be accented with special pavers, bricks, decorative concrete, stamped concrete, or similar decorative pavement treatment consistent with the Town Center Development of Regional Impact theme.

3. Bicycle parking/storage shall be provided in accordance with Chapter 5.

F. *Service, utility, display, and storage areas.* In addition to the service, utility, display, and storage requirements of Chapter 13, developments within this district shall also meet the following requirements:

1. All utilities shall be located underground;
2. Outdoor storage of materials is prohibited;
3. Outdoor display of merchandise is permissible if the merchandise is related to the business occurring on the property, does not affect pedestrian and vehicular circulation, and can be stored either inside the building or in an area screened from public view when the business is not open; and
4. Vending machines located outside of buildings or structures are prohibited.

G. *Site lighting.*

1. Site lighting shall be provided along all streets, sidewalks, parking lots, steps/ramps, plazas, and other areas of high pedestrian use.
2. Light fixtures shall be spaced in a manner to provide soft and uniform illumination for a given area or corridor.
3. Light fixtures shall be consistent with Town Center Development of Regional Impact theme, style, materials, scale, proportion, color, and location.
4. Building lighting shall consist of light fixtures mounted on or near the building.
5. Areas to be lit shall have a system of hierarchy or priority to establish which elements or areas will have the most emphasis in regard to lighting intensity and color. High design areas such as building facades, entries, and walkways shall receive the highest priority.
6. Landscape lighting shall be of low-level illumination with tones and colors that enhance the look of the plant material. Fixtures and light source shall be concealed.
7. Light pole maximum heights: parking lots and access drives—30 feet; pedestrian walkways, terraces, plazas—20 feet.
8. Illumination shall be limited to the site and shall not cause glare or visual disturbance to adjacent properties.
9. Flood lighting, beacon, or search lights, except as limited by state of Florida or federal law, or drop lens fixtures are prohibited.
10. Animated lighting is prohibited.
11. See Chapter 9 for further site lighting criteria.

H. *Landscape standards.* The requirements contained in Chapter 11 shall apply to lands within the gateway overlay zone. Quercus virginiana (live oak) shall be used as the street tree where properties abut State Road 100.

I. *Signage.* The provisions of Chapter 12 shall regulate all signs in the gateway overlay zone; however, off-site signs are prohibited.

3.04.04. *Palm Coast Parkway Overlay Zone.*

A. *Purpose.* The purpose of the Palm Coast Parkway overlay zone is to impose additional standards for new construction of nonresidential and multifamily development within its boundaries. The Palm Coast Parkway overlay zone is intended to:

1. Provide for additional access management controls to ensure that Palm Coast Parkway develops into an attractive functional roadway corridor meeting the needs of vehicles and pedestrians; and

2. Prevent disjointed, disorganized development caused by unplanned and uncoordinated building layout and design.

B. *Description of district.* The boundary of the Palm Coast Parkway Overlay Zone is delineated on the Official Zoning Map and is generally described as the corridor along Palm Coast Parkway between U.S. Highway 1 east to the Hammock Dunes Toll Bridge.

C. *Site plan submittal requirements.* Development within the overlay zone shall be subject to review and approval as outlined in Chapter 2.

D. *Site planning guidelines.* Site design shall specifically address the creation of an attractive, safe, and functional urban corridor. The requirements contained in Chapter 13 relating to general architectural design shall apply to lands within this overlay zone.

1. Building design, layout, and orientation.

2. Vehicular and pedestrian access and parking.

3. Mechanical equipment, utilities, and storage areas.

E. *Building height.* The maximum height permitted within the Palm Coast Parkway overlay zone is 50 feet, inclusive of all appurtenances, except for wireless telecommunication facilities.

F. *Landscape standards.* The requirements contained in Chapter 11 shall apply to lands within this overlay zone. Quercus virginiana (live oak) shall be used as the street tree.

G. *Signage.* The provisions of Chapter 12 shall regulate all signs in the Palm Coast Parkway overlay zone; however, off-site signs are prohibited.

3.04.05. *Airport Area Economic Development Incentive.*

A. *Purpose.* The Palm Coast/Flagler County Airport Area Master Plan proposes specific areas for targeted economic development called Economic Development Areas (EDA). The Airport Area Economic Development Incentive specifies allowable uses and development standards for each EDA. These uses and standards are intended to encourage the development of targeted businesses and other industries at specific locations. The Airport Area Economic Development Incentive can be applied to three distinct areas, which are expected to develop with different intensities and development patterns: EDA-1, EDA-2, and EDA-3 (see Exhibit A to Ord. No. 2009-17).

In order to encourage the desired development to occur within the EDAs specific location-based incentives have been developed. Property-owners (agents) that seek development approval through the Master Planned Development (MPD) rezone process may apply for the location-based development incentives. In addition to the location-based incentives, MPD projects located within the EDAs may also apply for performance-based bonuses. This section (1) introduces the EDA areas and the associated location-based incentives, (2) outlines the processes to access the location-based incentives and (3) introduces performance-based development bonuses that may be available to qualifying development.

Portions of EDA Areas 1, 2, 3 are currently outside City boundaries. Airport Opportunity Areas A and C are currently outside the City boundaries.

B. *Economic development areas.*

EDA #1 is located adjacent to the southeast side of the airport between the airport's boundary and Seminole Woods Boulevard. EDA #1 is intended to provide for industrial and office development that is compatible with the continuing operation and expansion of the Flagler County Airport.

EDA #2 is located on the north side of Seminole Woods Boulevard. EDA #2 is intended to provide for compact mixed-use development. This area shall be developed as a neighborhood

center characterized by employment and retail opportunities. Development shall emphasize pedestrian connectivity to the surrounding residential areas and established neighborhoods.

EDA #3 is located between I-95 and Old Kings Highway. EDA #3 is intended to attract larger corporate office development and foster the development of a campus-like corporate park or an industrial park. Potential users include corporate offices, hotels, higher-density residential, and support uses that benefit from the close proximity to, and with high visibility from, Interstate 95.

C. *Opportunity Areas A and C.*

Opportunity Area A is located on SR 100 north of the airport and across from Palm Coast's State Road 100 Community Redevelopment Area and the Gateway Overlay Zone. This area is located within Flagler County, is approximately 30 acres, and has commercial zoning. This site was identified as Opportunity Area A in the 2009 Palm Coast/Flagler County Airport Master.

Opportunity Area C is located on SR 100 north of the airport and across from Palm Coast's State Road 100 Community Redevelopment Area and the Gateway Overlay Zone. This area is approximately 81 acres, located within Flagler County and has PUD zoning. This site was identified as Opportunity Area C in the 2009 Palm Coast/Flagler County Airport Master Plan.

D. *Applicability.* The development incentives and development standards contained in this section shall apply to all new development and redevelopment of sites within the EDAs and Opportunity Areas A and C. The incentives and standards are intended to encourage targeted industry development within the EDAs to promote superior site and building design, and improve the functional arrangement of buildings and site components, such as parking, utilities, loading, and service areas and promote a shared vision and compatible built environment as it relates to the SR 100 corridor, which includes the City of Palm Coast's Community Revitalization Area (CRA), Gateway Overlay Zone and Towncenter Master Planned Development (MPD) related-development on the northern side of SR 100.

E. *Approval process.* Owners of property within the EDAs have the option of developing under two scenarios as follows:

1. *Current zoning based (entitlement) development.* Applicants have the option of developing their properties subject to the zoning classification of the property. Properties developed based on their current zoning are not eligible for any incentives.
2. *Rezone to Master Planned Development (MPD).* Rezone the property to MPD which will qualify the property for incentives as follows:
    a. Location-based incentives detailed in Subsection E.
    b. Performance-based incentives that are outlined in Subsection F.

F. *Location-based development incentives.* In order to encourage economic development and job creation at the Economic Development Areas and implement the economic development objectives of the Palm Coast/Flagler County Airport Area Master Plan, the following location-based incentives may be utilized by development reviewed through the MPD process. Note that incentives may restrict building height and/or open space in certain areas. The existing zoning development thresholds are shown to illustrate the Overlay areas' incentives.

Economic Development Area 1

Regulations	Current Zoning Thresholds	Incentives*

	City of Palm Coast			Flagler County	
	PSP	COM-2	IND-1	IND-PUD	
Open Space	30%	30%	30%	(1)	30%
Height	100' [2]	100' [2]	65' [2]	(1) [2]	100' [2]
FAR	.30	.40	.35	(1)	.50

(1) To be determined during the development agreement approval process.

(2) Must comply with the Airport Approach Hazard Overlay and FAR 77 requirements.

* Location-based incentives available only through development participating in MPD process.

Economic Development Area 2

	Flagler County Current Zoning Thresholds			Incentives*	
Regulations	**AC**	**NRC PUD**	**PUD**	**Mixed Use and Non-Residential**	**Residential**
Open Space	75%	(1)	(1)	40% area wide	40% area wide
Height	No Max. [2]	(1) [2]	(1) [2]	75' [2]	45' [2]
Res. Density	1 unit/20 acres	1 unit/acre	1 unit/acre	12 units/acre	10 units/acre
FAR	N/A	(1)	(1)	.50	N/A
ISR	.25	(1)	(1)	.60	N/A

(1) To be determined during the development agreement approval process.

(2) Must comply with the Airport Approach Hazard Overlay and FAR 77 requirements.

* Location based incentives available only through development participating in MPD process.

Economic Development Area 3

Regulations	Flagler County Current Zoning Thresholds AC	Incentives*
Open Space	75%	40% per site
Height	No Max.	100' [1]
Res. Density	1 unit/20 acres	Min. 8 to Max. 12 units/acre
FAR	N/A	.55
ISR	.25	.60

(1) To be determined during the development agreement approval process.

* Location based incentives available only through development participating in MPD process.

G. *Performance based development bonuses.* Performance-based development bonuses may be available for projects that are located within one of the EDAs and that are also utilizing the MPD approval process. These additional bonuses are meant to complement any financial or other incentives that may have been offered by the City to attract targeted developments to the economic development areas and do not exclude the use of additional incentives. These additional incentives shall be based on specific project design and/or satisfaction of other performance criteria as stipulated by the City through the use of a development agreement. Approval of the bonus, including terms and conditions shall be negotiated by the applicant with the City, on a case-by-case basis. Any potential incentives, developed during the negotiations with City, shall be detailed in an associated development agreement. Final approval of the development agreement and the potential use of incentives that may be utilized by the applicant will be at the discretion of the City Council.

1. *Non-residential intensity (floor area ratio-FAR) bonus.*

   a. Developments that incorporate the use of green building practices (as identified by the United States Green Building Council and/or the Florida Green Building Coalition

including but not limited to, green roofs, energy efficient windows, solar energy, reused or recycled materials, renewable materials, use of grey water, etc.) in the design and materials of a building, and can demonstrate a significant energy and water consumption reduction may receive a maximum increase of 0.25 FAR.

b. The use of shared parking helps reduce the amount of paved surface in the case of surface parking, or building mass in the case of structure parking. Therefore, mixed-use projects within the EDA overlay using the shared parking standards would be eligible for an increase of 0.25 FAR.

2. *Open space requirement reduction bonus.*

a. Stormwater management facilities are considered "open space" for the purpose of meeting the open space requirement. Combining such facilities with neighboring properties may decrease the need for buffers around ponds. Therefore, the use of shared or off-site stormwater management facilities for multiple developments may allow for a reduction in the open space requirement of the master plan development by up to five percent.

b. Developments within the EDA overlay may reduce the open space requirement by a maximum of five percent if the development incorporates the use of a permeable or semi-permeable surface for parking spaces. The amount of permeable/semi-permeable surface shall be no less than the proposed reduction in open space. In no case shall stormwater requirements be reduced. Stormwater management facilities shall meet all applicable City and St. Johns River Water Management District rules and regulations.

3. *Parking space requirement reduction bonus.* The City encourages development design and use concepts that provide transportation alternatives that may reduce the dependence on and the use of automobiles. The use of Transportation Demand Management (TDM) practices in the design and construction of development projects may qualify a project for a reduction in minimum parking space requirements by a maximum of ten percent. TDM practices and facilities include but are not limited to:

- Inclusion of employee drop-off and pick-up areas in the development;
- Inclusion of cab (taxi) stand areas in the development;
- Inclusion of on-site, employee service facilities such as, daycare facilities, cafeterias, etc., in the development;
- Inclusion in project design and development of improved connections to planned or existing bike or pedestrian paths to the facility;
- Provision of bicycle storage facilities (racks/lockers) and changing facilities for employees (locker rooms and showers); and
- Inclusion in project design and development of facilities to accommodate planned or existing mass transit (buses). This may include, but is not limited to, bus turnouts, bus shelters, bus lanes, and park and ride lots.

4. *Setback requirement reduction bonus.* The minimum required setbacks may be reduced by a maximum of five feet for the front setback and two feet for the rear and side setbacks if additional landscaping (must exceed 20 percent of the required plant material and provide a variety of species) is provided within the required buffer yards. Setback reductions are not

available for parcels local on the following roadways: Seminole Woods Boulevard, Belle Terre Boulevard, and Old King's Road.

5. *Green development LEED certification (fee refund).* The Leadership in Energy and Environmental Design (LEED) Green Building Rating System, developed by the U.S. Green Building Council (USGBC), provides a suite of standards for environmentally sustainable construction. The Florida Green Building Coalition (FGBC) also offers Green Building certification. If a completed project receives a LEED certification from the USGBC, the developer may request a refund up to 60 percent of the associated Rezoning Application Fee and Technical Site Plan Application Review Fee. The applicant shall provide the City acceptable documentation of the project receiving LEED certification from the USGBC. If a completed project receives a Green Building certification from the FGBC, or an equivalent certification (such as the National Association of Home Builders National Green Building Standards), the developer may request a refund up to 40 percent of the associated Rezoning Fees and Site Development Review Fees. The applicant shall provide the City acceptable documentation of the project receiving LEED certification and Green Building certification from the USGBC and the FGBC respectively, or documentation of an equivalent certification. The development agreement associated with the MPD project seeking this refund must contain language stating that the developer will be seeking said refunds upon completion of the project and after issuance of the certificate of occupancy.

   Specifically for Opportunity Areas A and C, state and federal wetland permitting standards shall be considered as acceptable documentation to verify compliance with the City's ULDC and Comprehensive Plan.

(Ord. No. 2009-17, § 3(Exh. A), 7-21-09; Ord. No. 2015-9 , § 2, 8-4-15; Ord. No. 2018-14 , § 3(Exh. A), 5-15-18)

Sec. 3.05. - Interpretations.

3.05.01. *Lot width and frontage.* Lot frontage shall be measured along the front property line, while lot width shall be measured along the front setback line.

3.05.02. *Building setbacks.* Building setbacks shall be measured from the property line or, if applicable, from the edge of a private street or the boundary line of an access easement located on the subject property to the wall of the building. The required building setbacks determine the building envelope. In no event shall a structure encroach within an easement, inclusive of eaves, unless specifically approved by the Land Use Administrator.

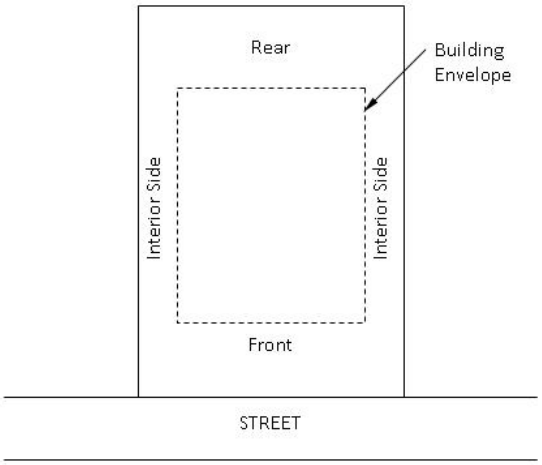
A. *Determining building setbacks.* Front, side, and rear yard setbacks shall be determined based on the following. In cases of uncertainty, the Land Use Administrator shall determine the setbacks based on the following guidelines:

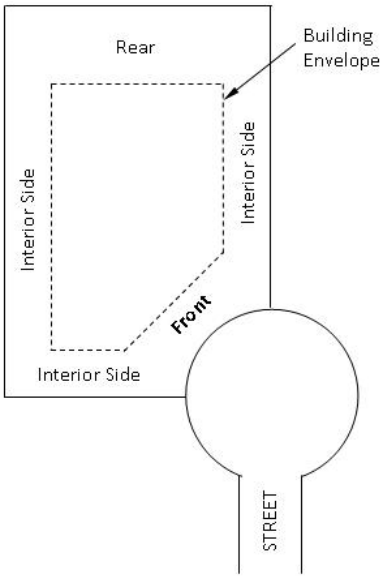
   1. The front yard setback shall be considered that portion, typically along the lot's narrowest part, which abuts the street or roadway where access is provided. Consideration shall be given to a structure's orientation in making a front yard setback determination (i.e. the front of a building faces the front of the lot).

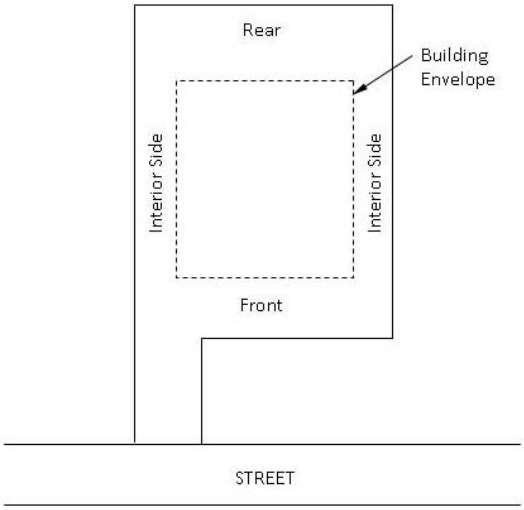
   2. The rear yard setback typically runs parallel to the front yard setback and does not connect to the front yard setback.

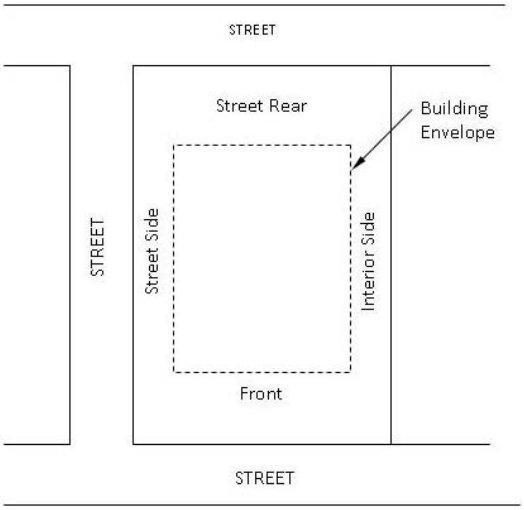
   3. The side yard setbacks connect the front and rear setbacks and are perpendicular to them on square or rectangular lots.

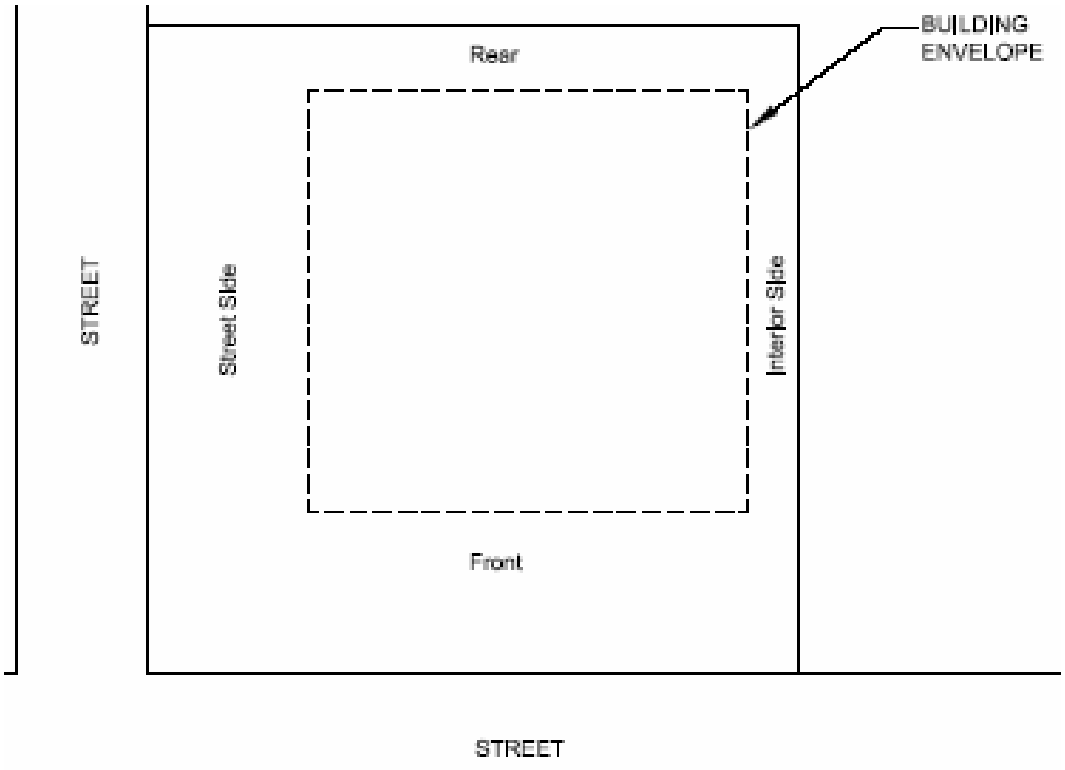
   4. Front setback on flag lots shall be measured at lot width and the lot frontage shall be determined on a case-by-case basis with consideration to surrounding property and dwelling unit orientation.


Rear
Building Envelope
Interior Side
Interior Side
Front
STREET


Rear
Building Envelope
Interior Side
Interior Side
Front
Interior Side
STREET


Rear
Building Envelope
Interior Side
Interior Side
Front
STREET


STREET
Street Rear
Building Envelope
STREET
Street Side
Interior Side
Front
STREET



B. *Permitted improvements within the required building setbacks.* The following improvements are permitted within the required setbacks (outside of the building envelope):

1. Man-made landscape features not exceeding three feet in height, including related minor structures described in Section 11.03 of Chapter 11.
2. Parking areas and associated driveways~~, provided they are not located within side yard setback areas for attached and detached single-family residential units, except when it~~ that provide~~s~~ access to a garage, provided such parking area or driveway shall not encroach into a drainage easement or required landscape buffer.
3. Private sidewalks and walkways provided they do not exceed six feet in width for detached single-family residential units and duplex units.
4. Concrete pads ~~50~~ 100 square feet or less.
5. Signs.
6. Minor utility installations including, but not limited to, fire hydrants, electrical and telephone boxes, and backflow prevention mechanisms. Some of these features may require screening in accordance with Chapter 11.
7. Aboveground mechanical equipment such as, but not limited to air conditioning units, permanently installed generators, and pool pumps and shall be screened in accordance with the requirements of Chapter 11; provided, ~~however,~~ that ~~this~~ equipment ~~shall be prohibited~~installed in a front setback area shall be done so only in the event that it is infeasible to install on the sides or rear of the property and shall be as close to the principal structure as allowed by Florida Building Code~~, and shall be screened in accordance with the requirements of Chapter 11~~.

8. Cantilevered patios, porches, and decks as well as sills, cornices, chimneys, flues, eaves, or other roof overhangs may extend a maximum of 30 inches into a setback area, but are prohibited within easements.

9. Sheds per Section 4.01 in Chapter 4.

C. *Additional setbacks for multistory buildings.* Additional setbacks for multistory buildings adjacent to a single-family residential zoning district shall be required for compatibility purposes. Any multistory building adjacent to a single-family zoning district shall provide an additional setback minimum of ten feet for each story above the first story.

D. *Waterline setbacks.* Stormwater retention facilities, canals, or other water features may be located on the lot or parcel. In these circumstances, the Land Use Administrator may determine that it is applicable to measure the setback from the bulkhead, water line, or mean high water line rather than the lot or parcel line.

E. *Reduction for public purpose.* When an existing setback on a developed lot or parcel is reduced due to the conveyance of land to a federal, state, or local government for a public purpose, the minimum setback requirement of the zoning district shall be reduced by the amount conveyed, up to a maximum of 50 percent of the setback requirement.

F. *Wireless communication facilities and equipment compounds.* Wireless communication facilities and equipment compounds shall have the same setback requirements as the zoning district in which they are located but no less than ten feet; shall have a minimum distance of 150 feet from all off-site residential zoned property, residential dwelling unit and the rights-of-way of Palm Coast Parkway, Belle Terre Parkway, Belle Terre Boulevard, and Old Kings Road.

3.05.03. *Calculating densities and intensities.*

A. *Residential densities.*

1. The determination of the maximum number of residential dwelling units or lots permitted on a residentially zoned parcel shall be calculated based upon the gross upland acreage in the predevelopment condition (i.e. prior to the property being subdivided into lots).

2. Twenty-five percent of wetland and/or imperiled upland habitat areas preserved from the predevelopment condition may be counted as "net upland acreage" in determining the maximum number of units as discussed in Paragraph A above. To be counted as preserved area, a wetland and/or imperiled upland habitat must be placed in a conservation easement, a separate conservation tract, or otherwise perpetually protected in the post development condition.

3. Application of the density/intensity calculations provides only a theoretical maximum dwelling unit or lot yield. It does not guarantee that the development will be approved to attain the maximum lot yield. Application of other development standards may substantially decrease the lot yield.

B. *Nonresidential intensities; impervious surface ratios; floor area ratio.*

1. In calculating impervious surface ratios or floor area ratios an applicant may get credit for an off-site drainage facility site. The amount to be credited shall be proportional to the size of the site in relation to all the sites served by the same facility.

2. Lots served by a master stormwater management system, where drainage facilities under common ownership are located off-site, may count a portion of the off-site drainage lot, tract, or parcel in calculating impervious surface ratios or floor area ratios. The portion of the off-site drainage property that is counted shall be in direct proportion to the size of the subject lot as compared to all of the lots being served.

C. *Densities and intensities in mixed use districts.* In zoning districts that allow mixed uses, the same land area shall not be counted for the purpose of both residential density and nonresidential intensity. The calculation methodology used shall be as defined by administrative rule.

3.05.04. *Recreation level of service.* All residential projects of 25 units or more shall provide recreational land to meet the level of service standard adopted in the Recreation and Open Space Element of the City's Comprehensive Plan, except for nursing homes and assisted living facilities or other residential care facilities. Recreational facilities must be permitted and under construction prior to the issuance of the permit for the 25th unit for residential projects.

(Ord. No. 2009-26, § 13, 12-15-09; Ord. No. 2015-9 , § 5, 8-4-15)

Sec. ~~3.06~~4.23. - Affordable Housing Mixed-Use Residential Development Standards.

~~3.06~~4.23.01. Zoning applicability. Applications for the development of property pursuant to the Live Local Act shall require the site to be zoned for commercial, industrial, mixed use, or portions of Master Planned Developments that allow for commercial, industrial, or mixed uses pursuant to Florida Statutes Section 166.04151(7) as amended. Additional properties eligible for live local developments regardless of the underlying zoning district shall include properties that are owned by either the City, County, school district, or a religious institution which has been developed with a house of worship for at least 10 years prior to the proposed development. For properties not owned by the City, County, school district, or a religious institution which has been developed with a house of worship for at least 10 years prior to the proposed development shall require the site to be zoned as permitted under Table 3-4 found under Section 3.03.02~~: COM-1, COM-2, COM-3, OFC-1, OFC-2, IND-1, or IND-2. The land area of these zoning districts shall be used to calculate the percentage of commercial and industrial properties within the City.~~ Properties developed as a house of worship seeking to apply for a live local development shall be at least three (3) acres in size. If the City designates less than 20 percent of the land area within its jurisdiction as commercial or industrial, it must authorize a proposed development pursuant to the Live Local Act only if the proposed development is a live local mixed-used residential development (see glossary).

~~3.06~~4.23.02. *Use of property.* Live local developments shall maintain the project as a live local mixed-use residential development and shall rent and hold available for rent no fewer than 40 percent of the dwelling units as affordable as defined in § 420.0004, Florida Statutes for rent exclusively to eligible households for the affordability period. The project shall have at least 65 percent, but no more than 70 percent of the buildable area of the property must be for residential purposes and at least ~~35~~ 10 percent of the buildable area of the property must be for commercial or industrial use reflective of the underlying zoning district's permitted uses. In the event that the project is for a vertically mixed-use development, then the non-residential component of the project may be 33 percent of the buildable area to facilitate vertically stacking non-residential and residential uses.

~~3.06~~4.23.03. *Development standards.* Live local mixed-use residential developments shall be subject to the requirements of the Land Development Code unless otherwise modified below:

A. Developments may utilize up to the maximum density allowed by any zoning district within the city.

B. Developments may utilize up to 150 percent of the maximum allowed floor area ratio of any zoning district within the city.

C. Developments may utilize the city's maximum allowed building height within one mile of the development. The additional setbacks for multistory buildings requirement found under Section 3.05.02(C) does not apply to developments made pursuant to the Live Local Act.

1. If the development is adjacent to a single-family residential development on two or more sides with at least 25 contiguous single-family homes, the maximum height for the development is restricted to 150 percent of the highest adjacent building, the zoning district's defined maximum height, or three stories, whichever is higher, not to exceed 10 stories.

D. Developments shall submit the residential and non-residential portions of the project concurrently within the same application to ensure the mixed-use nature of the project. If the development is phased, the non-residential portion of the project shall be constructed prior to the residential portion.

E. Developments may use ~~Vertical~~ vertical or horizontal mixed-used developments; however, vertically mixed-used developments are not permitted in IND-1 or IND-2 zoning districts due to potential life-safety issues that may be present when having permitted industrial uses and residential uses in the same building. ~~shall be permitted in the COM-1, COM-2, COM-3, OFC-1, OFC-2 zoning districts. Horizontal mixed-use developments shall be permitted in the COM-1, COM-2, COM-3, OFC-1, OFC-2, IND-1, or IND-2 zoning districts.~~

F. The development shall provide a perimeter landscape buffer as required in Section 11.03 based on its zoning district. Horizontally mixed-use developments shall provide a minimum of an internal D, E, or F landscape buffer in-between residential and nonresidential uses.

G. The non-residential component of a development shall be a principal use of the underlying zoning district and shall be designed so that it could be developed without a live local residential portion. The nonresidential component shall not be an accessory use to the residential use (such as a leasing office, but not limited to other accessory uses related to the management of a multifamily residential development).

H. A mixed-use development that includes an adult-oriented business or miniwarehouses, office warehouses and/or a self-storage facility as its non-residential component shall be prohibited.

I. The non-residential portion of a mixed-use development shall be integrated with the residential component of the project through use of sidewalks and internal roads. The non-residential and residential components of the project shall share the same access as for the project, provided the project may require more than one point of access in accordance with Section 5.02.04.

J. Loading and unloading and refuse collection areas servicing the non-residential uses of a mixed-use development shall be located to provide the least impact to any adjacent residential community.

K. Developments that are within a one-quarter mile of a transit stop or within 600 feet of an area with available surplus parking consisting of on-street, parking lots, or parking garages that can be utilized to meet the needs of the development the minimum parking requirements are eligible for a 20 percent reduction to its parking requirements. Provided that any available surplus parking utilized is memorialized by a shared parking agreement.

L. Proposed developments on property owned by the City, County, or school district must be party to the application. If the City, County, or school district do not authorize the application then the proposed development shall not be processed.

M. Proposed developments on property that is owned by a religious institution shall be required that the religious institution is party to the application and that the house of worship on site has existed for a minimum of 10 years. Any house of worship must continue to operate on the property after the proposed development is constructed.

~~3.06.~~4.23.04. *Exemption ~~for airport~~s.*

A. The Live Local Act does not apply to properties within one-quarter mile of a runway or its extension for 10,000 feet.

B. Areas subject to land development regulations, which existed prior to July 1, 2026, that are intended to retain the open character of land, including, but not limited to, areas required for a development to meet open space or recreational level of service requirements, or park land.

C. Any portion of a property encumbered by a recorded conservation easement.

~~3.06.~~4.23.05. *Affordability period.* The affordable residential portion of the development shall be subject to a minimum affordability period of 30 years from the date of its issuance of a certificate of occupancy.

~~3.06.~~4.23.06. *Land use restriction.* Prior to the issuance of a building permit for a live local project, the property owner shall execute and deliver to the City, a land use restriction agreement (LURA) provided by the City that details the affordable housing conditions, restrictions and compliance for the development including the City' s monitoring requirements. Furthermore, as a prerequisite to the issuance of a certificate of occupancy, the LURA shall confirm the affordability period, any conditions, and restrictions of the development, and shall be recorded in the public records of Flagler County, Florida at the sole expense of the property owner.

4.23.~~3.06.~~07. *Owner responsible for income verification.* For each affordable unit, the property owner shall be responsible for accepting rental applications and determining and verifying the adjusted gross income of prospective tenants to ensure such tenants qualify as an eligible household. Adjusted gross income shall be calculated by annualizing verified sources of income for the household as the amount of income to be received by the household during the 12 months following the effective date of determination. The property owner shall submit an annual report to the City as provided in the LURA.

4.23.~~3.06.~~08. *Affordable units must be comparable in quality to the market-rate units.* The affordable units shall be intermixed with, and not segregated from any market rate units within the live local project. At all times, the affordable units must be at least reasonably comparable in terms of size, features, and number of bedrooms to the market rate units. Eligible households shall not be excluded from using common area amenities within the project.

4.23.~~3.06.~~09. *Required recordkeeping.* The property owner of a live local development shall maintain complete and accurate income records pertaining to each eligible household occupying an affordable unit. These records must be updated annually and shall be maintained for at least ten years following the date of each such record. At a minimum, property owner shall maintain the following records for each occupied affordable unit:

A. An eligible household's complete application for tenancy and related information including the name of each household member, proof of identity, and employment, income, and asset information for each household member;

B. A copy of the lease agreement listing the term of tenancy, the rent, and identifying each tenant residing in the affordable unit;

C. Verification that the household is an eligible household as defined herein; and

D. Verification that the eligible household's rent is affordable as defined herein.

4.23.~~3.06.~~10. *Annual reporting requirements.* The property owner of a live local development shall provide an annual report to the City by September 30 of each year. The annual report shall provide the following information regarding each affordable unit:

A. Unit address;

B. Number of persons residing in each affordable unit;

C. The adjusted gross income of the persons residing in the affordable unit;

D. The monthly rent charged;

E. Any other information reasonably required to ensure compliance with the Live Local Act and requested by the City.

4.23.~~3.06.~~11. *Monitoring and inspection.* The property owner of a live local development shall permit the City to inspect all records, including but not limited to financial statements and rental records, pertaining to the affordable units within the development upon reasonable notice and shall submit to the City such documentation as required by the City to document compliance with the Live Local Act. The City may, from

time to time, make or cause to be made inspections of the affordable units and development rental records to determine compliance with the Live Local Act. The City shall notify the owner prior to scheduled inspections, and the owner shall make any and all necessary arrangements to facilitate the City's inspection.

(Ord. No. 2024-17, § 5, 11-12-24)

Sec. 4.01. - Accessory Structures.

This section provides additional specific development standards for ~~swimming pools, fences, walls, sheds, residential garages, generators, clotheslines, seawalls, and docks~~accessory structures within the City.

4.01.01. *General provisions for accessory structures.*

A. *Location.* Accessory structures, other than fences or as otherwise specified in this Code, shall not be located in public drainage or utility easements or within the required building setbacks. In addition, all accessory structures, other than fences, walls, arbors, trellises, ~~pergolas, and~~ detached garages, and aboveground mechanical equipment pursuant to Section 3.05.02, or as otherwise specified in this Code, shall be located behind the front and side street building facades of the principal structure. However, on corner lots, swimming pools and their enclosures, may be located in front of the side street building facade but shall meet the front yard setback requirements in lieu of the side street setback. Screening accessory structures with a fence or foundation plants (may be required in Chapter 11) when facing a right-of-way, golf course, canal, or other similar highly visible area.

B. *Construction and occupancy.* Permits for accessory structures shall not be issued until a permit has been issued for the principal structure. Seawalls are not considered accessory structures and building permits for these facilities may be issued in advance of the principal structure in accordance with City regulations.

C. *Architecture.* Refer to Chapter 13 for design standards.

D. *Accessory Structure Maximum Size.* Unless otherwise stated within this Section, the maximum size of a residential accessory structure shall not exceed 50 percent of the living area of the principal dwelling unit; provided that this requirement shall not apply to agricultural buildings constructed on an EST1, EST2 or AGR zoned property.

E. *Accessory Structures not listed in this Chapter.* The accessory structures listed in this section are not meant to be all-inclusive. Structures not specifically listed shall be reviewed by the Land Use Administrator to determine if the proposed use is similar in nature and character to others listed in the section. Based on the determination, the proposed structure shall be classified in the same manner as those similar structures listed in terms of it being permitted as an accessory structure. The Land Use Administrator may also determine that other structures are not permitted on the basis that they are not similar in nature or character to the other structures listed in the zoning district. Determinations may be appealed in accordance with the appeal procedures established in Chapter 2.

4.01.02. *Fences and walls.*

A. *General requirements.*

1. *Setbacks, orientation, and placement.*

a. Fences shall be installed with the finished side facing the exterior of the property.

b. No fence or wall shall interfere with drainage on a site.

c. Fences and walls may be located within an easement as long as they do not interfere with utilities; provided, however, such structures are subject to removal and replacement at the property owner's expense by the requesting utility agency.

d. Fences and walls in front of the front building facade of residential dwellings shall only be permitted in the AGR, EST-1, and EST-2 Districts.

e. Refer to Chapter 11 for applicable buffer and screening requirements for fences and walls.

f. Decorative walls and solid fences are permissible surrounding the perimeter of a development that is at least five acres in size.

g. Gates are considered parts of fences and walls and are regulated accordingly. Gates shall not open or swing onto neighboring properties.

2. *Height.*

a. The maximum height shall be measured from finished grade to the top of the fence or wall. The finished grade shall not be altered to increase fence height and where a berm is constructed, the height of the berm over the finished grade shall be included in determining fence height. Decorative wall columns and occasional architectural embellishments to fences may extend up to 12 inches above the maximum height permitted.

b. The maximum height of any fence or wall located in interior side or rear yards behind the nearest front building facade shall be six feet~~, unless otherwise specified in this Code or as approved by the Land Use Administrator for health, safety, or environmental protection purposes~~.

c. A fence or wall on a residential lot located to the rear of the principal structure and within 20 feet of a saltwater waterway is limited to a height of four feet, except in the following situations:

(1) An open fence is allowed to a height of six feet.

(2) A fence or wall enclosing a pool deck that is setback at least 7.5 feet from the side property lines and at least 15 feet from the saltwater waterway is allowed to a height of six feet.

d. Within the EST Districts, the maximum height of any fence or wall in front of the front building facade or located in a street side yard shall be a maximum of four feet.

e. Fences immediately surrounding civic ~~or~~, public, or private recreational sports playing fields located on lots over one acre in size may be constructed to a maximum height of 12 feet and hooded backstops for diamond sports may be increased to a maximum height of 28 feet, with approval of the Land Use Administrator.

3. *Design and Materials.*

a. Fences shall be constructed utilizing rot-resistant material for any part of the fence coming in contact with the ground. All fences shall be constructed of customary fencing materials and finishes. Wood and vinyl fences shall meet the color standards of Section 13.02.06.B.1. or be finished in a wood stain or simulated wood finish in a non-prohibited color as outlined in Section 13.02.06.B.3. Fences constructed of treated lumber may remain unfinished.

b. Chainlink, aluminum (except for decorative aluminum fences), or similar fences shall be prohibited in yards fronting along arterial and collector roadways.

c. Chainlink, aluminum, or similar metal fences shall be black or bronze in color, except that aluminum fences may also be white in color. Chainlink fences shall not have slats, fabric or similar types of screening materials attached to them.

d. Walls shall be made of the following materials:

(1) Brick, Norwegian brick, jumbo brick or stone.

(2) Split-faced block or finished masonry walls where block seams are not visible. Finished masonry walls shall also include a tile, brick, or decorative trim at or near the top of the wall.

(3) Wrought iron or aluminum fence in combination with brick, jumbo brick, or finished masonry columns.

(4) Pre-cast concrete having a simulated wood stone or brick pattern.

(5) Other materials as approved by the Land Use Administrator.

e. Walls shall have columns spaced as follows:

(1) Twenty-foot maximum spacing on walls 100 linear feet, or less.

(2) Thirty-foot maximum spacing on walls 101—200 linear feet.

(3) Forty-foot maximum spacing on walls over 200 linear feet

f. No barbed wire, razor wire, or electrically charged fence shall be erected, unless otherwise specified in this section. Broken glass, steel spikes, or other sharp objects intended to restrict access along the top edge of a fence or wall are prohibited.

g. Chicken wire, field fences, and other similar fence types are prohibited, except in the utilization of bona-fide agricultural purposes in the AGR and EST-2 Districts.

B. *Nonresidential districts.*

1. Setbacks may be required between fences or walls to property lines in order to provide landscape buffers in accordance with the requirements of Chapter 11 or in the event that a proposed fence is located within sight triangles or in a manner that obstructs visibility to vehicular traffic. In either case the Land Use Administrator shall determine the appropriate distance to setback the proposed fencing or walling.

2. Within the IND, COM, ~~and~~ PSP Districts and nonresidential portions of Master Planned Developments, the following shall apply:

a. Fences and walls may exceed maximum permitted height by up to two feet if they are part of an approved or required landscape buffer meeting the requirements of Chapter 11.

b. Fences or walls needed to provide extra security or safety may exceed maximum permitted height by up to two feet, with an additional 18 inches of barbed wire or other material upon approval by the Land Use Administrator.

C. *Special provisions for subdivision entrance features.*

1. Fences and walls used as decorative features at subdivision entrances may exceed maximum permitted heights by up to four feet upon approval by the Land Use Administrator. This measurement shall exclude decorative wall columns, which may extend a maximum of 12 inches beyond the top of the wall or 18 inches above the height of a wall framing an identification sign. Light fixtures may extend up to 42 inches above the height of the wall.

2. Entrance walls and landscaping shall be located within a designated easement, tract, or common area.

3. Wall jogs and spanned footer intervals shall be used, where possible, to avoid existing trees. Buffer width requirements may be waived to the extent necessary to protect the specimen trees.

4. The main entrance wall shall be landscaped in accordance with Chapter 11.

5. Only perimeter fences and walls may exceed maximum permitted height by up to two feet if they are part of an approved or required landscape buffer meeting the requirements of Chapter 11, or to address significant differences in grading between the subdivision or adjacent property.

D. *Special provisions for fences and walls in the AGR Districts.* Fences used to contain farm animals or to separate crops relative to bona fide agricultural uses are exempt from this section.

4.01.03. *Garages, attached and detached.*

A. *General requirements.*

1. Enclosed garages shall be constructed in association with the construction of all detached single-family residential units, duplexes, and townhouses.

2. Garages shall not be converted into any other use, unless another garage is constructed in compliance with this Code.

3. Garage units for multifamily projects shall be provided for a minimum of one-third of the proposed multifamily units.

4. Garages shall not exceed ~~the~~ 20 feet in height ~~of the first story of the principal dwelling unit~~.

5. Carports shall be prohibited in all residential districts except for developments in the MHD District.

B. *Attached garages.*

~~1. Shall have a maximum depth of 30 feet.~~

~~2~~1. Shall not exceed 50 percent of the total living area of the principal dwelling unit.

C. *Detached garages.*

1. Detached garages are permitted in all zoning districts; however, in the MHD District special exception approval is required.

2. Shall not exceed 50 percent of the total living area of the principal dwelling unit.~~Detached garages shall have a maximum building footprint of 500 square feet.~~

D. *Garages in neotraditional developments.* For garage requirements in a neotraditional development, refer to Section 4.08.

4.01.04. *Generators, permanently installed.* The following standards shall apply to all permanently installed generators:

A. Generators ~~are prohibited~~ within the required front and street side yard ~~and prohibited in front of the front building line of the principal structures~~shall be screened by either a fence or a vegetative screening.

B. Generators may be operated for testing purposes one time per week, excluding Sundays, for a period not exceeding 30 minutes between the hours of 10:00 a.m. and 6:00 p.m.

C. A maximum of one generator is allowed per single-family, duplex, or townhouse residential dwelling unit and one generator is allowed per multiple family building.

D. Generators shall be set back a minimum of ten feet from the rear property line in all zoning districts.

E. Generators shall be set back a minimum of three feet from the side interior property line(s) in all zoning districts, but shall not be located within an easement.

4.01.05. *Residential docking facilities along saltwater and freshwater canals (and intracoastal waterway, as applicable).*

A. *Prohibitions.*

1. Under no circumstances shall a vessel docked or moored off a residential docking facility be used as a live aboard watercraft.

2. Accessory structures and concrete decks are prohibited along a seawall or in the rear easements and setbacks of property along waterbodies.

B. *General standards.*

1. *Drainage rights-of-way.*

a. Any groundcovers disturbed in the drainage rights-of-way during construction or maintenance activities shall be promptly replaced and properly maintained by the abutting property owner to prevent erosion.

b. Drainage rights-of-way shall not be filled in such a way as to reduce the cross-sectional area used for flow of stormwater.

2. *Dredging and spoil management in saltwater canals.* Dredging activities shall be conducted by a qualified contractor and consistent with the applicable best management practices concerning dredging operations and performed only after approval by the Land Use Administrator. Dredging activities shall be accomplished in conformance with existing permits.

3. *Safety.*

a. All structures and associated facilities shall be properly constructed and secured to prevent potential hazards from floating into the waterbody.

b. To eliminate potential waterbody contamination, all structures shall be constructed with materials that do not result in contamination.

c. The City shall require removal of derelict vessels and lifts consistent with City standards.

4. *Roofs.*

a. Roofs over docks and lifts shall be a maximum height of 13 feet above seawall cap for saltwater canals and above the deck for freshwater canals.

b. Roofs shall be constructed with the same material and ~~of the same~~ color as the principal structure adjacent to the waterbody, with the exception that tile or metal roofing is not required on a residential docking facility; however, the color shall still match the color of the principal structure.

c. All roofs shall be "Hip" style roofs.

d. All roofs shall be constructed with a minimum 4½:12 pitch.

e. For roofed structures on freshwater canals, the size of a roof shall not be greater than 12 feet by 14 feet and the roof overhang shall not exceed two feet.

f. The maximum length of roofs located over a dock slip, dock lift, or water on saltwater canals shall be 26 feet of dock roof for the first 60 feet of property frontage, plus four feet of roof length for every five feet of property frontage thereafter, not to exceed 46 feet. Roof length for property with a frontage less than

60 feet shall be determined by the Land Use Administrator on a case-by-case basis based on generally accepted planning practices.

C. *Saltwater canal single-family residential docking facilities.*

1. *Placement of docking facilities.* The location of docks, lifts, and boathouses within the navigable waters of the City shall be determined on an individual basis, with visual impact, navigational use, and aesthetic quality of prime concern.

2. *Single pilings.* Single pilings or "dolphins" are prohibited, except for installation alongside a seawall or bulkhead.

3. *Setbacks and size.*

a. The minimum setbacks from a projection of the side property line to the structure shall be a minimum of ten feet. Other setbacks may be considered by the Land Use Administrator based upon lot size, location, easements, existing structures, and navigation.

b. The length of all docks, inclusive of all components, shall not exceed 65 percent of the property frontage along the canal. The size of the vessel and location of adjacent docks shall be considered to ensure that the vessel does not interfere in any manner with the navigation of ingress and egress. Setbacks may be increased or decreased for lots less than 60 feet in width or lots that have a storm drainage easement.

c. Vessels shall be docked/moored parallel to the property line/seawall. Docks/moorings perpendicular to the property line/seawall are prohibited.

d. Other than cantilevered safety walks, all dock walkways shall be no less than three feet or greater than six feet. The maximum width for docks, including boatlifts, shall be determined based on the width of the waterbody as described in Table 4-2. Dock width shall be measured at right angles from the boundary of the waterbody at the proposed structure location.

Table 4-2. Maximum Dock Widths for Saltwater Canals

Waterbody Width	Maximum Dock Width
Less than 100 feet	12 feet
100 feet or greater	16 feet

4. *Floating docks.*

a. Floating docks shall not exceed a length of 20 feet as measured parallel to the canal frontage.

b. Floating docks may be used in conjunction with permanent docking structures but must meet the criteria established herein.

5. *Boatlifts within canal areas.*

a. All boatlifts, inclusive of all components, shall be mounted or installed within the 12 feet or 16 feet dimension allowed for structures in the waterbody.

b. Boatlifts on waterfront lots with dimensions less than 60 feet of water frontage or lots with unusual conditions are not allowed unless granted an administrative waiver by the Land Use Administrator. The location of easements, culvert pipes, and navigability are unusual conditions that may be considered.

6. *Cantilever safety walk extensions.* Cantilever safety walk extensions may be approved by the Land Use Administrator based upon the following criteria:

a. The length of a cantilever safety walk extension shall be the minimum necessary to access the watercraft.

b. Cantilever safety walk extensions shall not extend more then 12 inches beyond a 12-foot boat slip or lift and pilings.

D. *Freshwater canal residential docking facilities.*

1. Docks and decks over the waterbody shall meet the Florida Department of Environmental Protection minimum clearance requirements.

2. Structures shall not project into the waterbody more than eight feet from the shoreline at normal water level.

3. No permanent source of electrical power, water, telephone, gas, or other items requiring piping or cable shall be extended onto the drainage rights-of-way.

4. Floating docks are not permitted.

5. Roofed structures shall not contain enclosed sides including, but not limited to, solid material, screening, or clear plastic.

4.01.06. *Seawalls and revetments.*

A. *Permit required.* A building permit shall be obtained prior to commencement of new construction and reconstruction or repair of seawalls and revetments. Seawalls and revetments shall be constructed in accordance with the following requirements.

B. *Prevent soil erosion, runoff and debris.*

1. Prior to construction of a seawall or revetment on undeveloped property, the following actions shall be taken to prevent soil erosion and protect the waterbody from runoff and debris:

a. Only the minimum area necessary for access and construction of the seawall or revetment and backfill shall be cleared.

b. A minimum 15-foot wide buffer of natural vegetation shall be preserved along each side lot line starting at a point ten feet from the waterfront.

c. Access to the waterfront shall be limited to an area no wider than 15 feet located in the interior of the lot.

d. A 30-foot wide buffer shall be preserved along all property lines abutting a street right-of-way except for the area cleared for the access point. Tree protecting barricades shall be erected around the perimeter of the buffer areas that are to remain.

2. Prior to construction, reconstruction, or repair of a seawall or revetment, a floating turbidity barrier shall be installed to prevent siltration into the canal until the slopes are stabilized. The ends of returns and the backside of the seawall or revetment shall be sodded or stabilized with other appropriate vegetation a minimum of five feet from the edge of the structure, or stabilized with erosion control devices, to prevent siltration on adjacent properties or into the canal.

3. Prior to the reconstruction or repair of existing seawalls and revetments, backfill shall be deposited behind the seawall in order to establish a swale not less than five feet from the seawall to collect any eroded material before it reaches the canal.

   a. Construction and vegetative debris on the site shall be continually removed throughout the construction activities and when construction is complete.

   b. When construction is complete, all cleared areas shall be sodded with native or water-conserving turf grasses. It shall be the responsibility of the lot owner to insure sodded areas are watered until established.

C. *Violations.* It is prohibited and unlawful:

1. To allow material to be deposited or to erode into any waterbody and fail to remove it.

2. For a contractor to fail to backfill bulkheads within 30 days after construction or repair of the bulkhead.

D. *Exceptions to violations.* The following are exceptions to the violations listed above:

1. Temporary waterbodies created to hold runoff water during construction.

2. Special exceptions granted by the City on applications where sufficient reason and safeguards are shown to protect the public interest.

E. *Vertical seawalls.* The following establishes criteria for construction, repair, and replacement of vertical seawalls in all saltwater canals in the City.

1. Vertical seawalls shall have reinforced concrete cap, with top of cap to be set at elevation two and one-half feet, North American Vertical Datum (NAVD 1988), above mean sea level (1929 NAVD) or match abutting existing caps. Cap height exposed face shall be 12 inches.

2. Vertical seawalls shall be located at and along the property line common with the waterbody or approved otherwise by other agencies.

3. The materials for all vertical seawalls shall be reinforced concrete or vinyl.

4. Vertical seawalls shall be grey in color. No painted surfaces are permitted.

F. *Landscape.* Any groundcover disturbed in the drainage rights-of-way during construction or maintenance activities shall be promptly replaced and properly maintained by the abutting property owner to stabilize the soil and prevent erosion.

G. *Safety.* All structures and associated facilities shall be properly constructed and secured to prevent potential hazards from floating into the waterbody.

4.01.07. *Sheds, gazebos, and pergolas.*

A. *Permitted locations and size.*

1. Only one shed, not to exceed 200 square feet, shall be allowed per lot.

2. The shed, gazebo, or pergola shall not be located in front of the building line of the principal structure.

3. A shed, gazebo, or pergola 100 square feet and less may be located up to five (5) feet from an abutting interior side or rear property line. A shed, gazebo, or pergola exceeding 100 square feet ~~Sheds~~ shall ~~be set back at least ten feet from~~meet the rear property ~~line~~ setback and shall meet the interior side setback requirements of the district. ~~However, sheds that do not exceed 100 square feet in size may be located up to five feet from the abutting interior side or rear property line.~~Any shed, gazebo, or pergola shall meet the street side setback, if applicable.

4. In no event shall a shed, gazebo, or pergola, or any part thereof, be permitted within an easement or buffer.

B. *Height.* The maximum building height for any shed, gazebo, or pergola shall be 12 feet.

4.01.08. *Swimming pools.*

A. *General.*

1. Lights used to illuminate any swimming pool shall be arranged and shaded to reflect light away from adjoining properties.

2. All swimming pools, hot tubs, and spas shall be enclosed by a permanent full screen enclosure or with a permanent wall or fence of a least four feet in height. Any solid roof covering for a swimming pool, hot tub, or spa shall adhere to the setbacks of the principal structure.

B. *Setback requirements.*

1. Setbacks for pools with decks shall be measured from the outer edge of the pool deck.

2. Setbacks for pools without decks, including above-ground pools, shall be measured from the outer walls of the pool.

4.01.09. *Clotheslines.*

A. All clotheslines must be located behind the dwelling and shielded as much as practical from view of any street.

B. Outdoor revolving umbrella style or 'T' posts are acceptable.

C. Attaching clotheslines to trees is prohibited.

4.01.10 *Playsets and Playhouses.*

A. *General.*

1. Playsets, playhouses, and similar uses shall be permissible as an accessory use in residential zoning districts and shall be located rearward of the rearmost façade of the principal structure.

2. Playsets, playhouses, and similar uses shall not include electrical or plumbing installations.

B. *Setbacks and Height.*

1. Playsets, playhouses, and similar uses 100 square feet or less may be located up to five (5) feet from an abutting interior side or rear property line. Playsets, playhouses, and similar uses exceeding 100 square feet in size shall meet the applicable setback requirements of the district. In all cases playsets, playhouses, and similar uses shall meet the street side setback, if applicable.

2. Playsets, playhouses, and similar uses shall not exceed 12 feet in height from finished grade.

3. In no event shall a playset or playhouse, or any part thereof, be permitted within an easement or buffer.

(Ord. No. 2009-26, §§ 14—25, 12-15-09; Ord. No. 2015-08 , § 3, 7-21-15; Ord. No. 2015-16 , § 2, 12-1-15)

Sec. 4.02. - Adult Entertainment and Sexually-Oriented Businesses.

4.02.01. *Applicability.* This section applies to businesses that provide entertainment or offer sexually-oriented material or activities as their primary or dominant theme and whose intended market is persons 18 years of age or older. Businesses that market sexually-oriented material include, but are not limited to, the following:

A. Adult book and video stores.

B. Adult motels.

C. Adult performance establishments.

D. Adult theaters.

4.02.02. *Compliance with City and State Law.* Adult entertainment and sexually-oriented businesses shall comply with Chapter 16, Article III in the City of Palm Coast Code of Ordinances and F.S. ch. 847 .

4.02.03. *Adult entertainment and sexually-oriented facility design standards.* Each adult entertainment establishment and sexually-oriented business licensed to operate in the City shall comply with the following standards in addition to the architectural standards set forth in Chapter 13 and all other applicable provisions of the Land Development Code:

A. *Building design.*

1. The building shall not exceed 3,000 square feet of gross floor area.

2. The maximum building height shall be 35 feet.

3. There shall be separate entrances for employees and customers, which shall be labeled as such. Both entries shall occur at the rear or back of the building rather than in front whenever practicable, as determined by the Land Use Administrator, based upon generally accepted land use principles and the configuration of the particular parcel.

4. Off street parking shall comply with requirements in Chapter 5.

B. *Signage.* Signs shall be subject to the requirements of Chapter 12.

C. *Existing buildings.* Each adult entertainment establishment and sexually-oriented business desiring to locate in an existing building shall comply with all design standards requirements as set forth in this section.

Sec. 4.03. - Agricultural Uses.

4.03.01. *Bona fide agricultural uses.*

A. *License required.* All bona fide agricultural uses shall obtain a license from the Department of Agriculture if required by law.

B. *Odor; dust.* All agricultural uses shall be operated so no odor or dust producing substance or use, except in connection with cultivation of permitted uses, is conducted within 100 feet of the property line adjacent to a parcel or lot located within the SFR or MFR Districts.

4.03.02. *Equestrian uses.*

A. *Number of horses.* A maximum of one mature animal and offspring less than one year of age shall be permitted per acre of property.

B. *Riding facilities.*

1. No structure housing the animals shall be located any closer than 50 feet of the property line adjacent to any residentially zoned parcel. This perimeter setback shall be increased to 100 feet for riding arena facilities with outdoor lighting and seating.

2. Riding trails may be permitted within any required buffer.

4.03.03. *Mining and soil extraction.*

A. *General requirements.*

1. Appropriate measures must be utilized to prevent fugitive dust from the excavation and haul truck traffic. All roads shall be maintained and free of sand and other related construction debris.

2. If applicable, St. Johns River Water Management District permits are required for dewatering or surface water discharge activities.

3. Perimeter buffering shall be utilized to limit visibility and noise of operation from adjacent land uses as appropriate, which may include fencing, earthen berms, existing vegetation, installed vegetation, or a combination thereof.

4. The City may set hours of operation to minimize adverse impacts to adjacent land uses so as not to produce a public nuisance. Excavation and haul traffic may only occur during daylight hours.

5. Appropriate fencing or security measures shall be provided to safeguard the site from unauthorized entry.

6. Reclamation of excavation sites shall resemble a natural system to the greatest extent feasible in accordance with federal and state requirements.

B. *Soil extraction.* For purposes of this section, soil extraction shall mean public or private commercial activities specifically undertaken for the primary purpose of excavating clean fill (i.e. clay, sand) from upland sites to be removed for the purpose of being utilized for an offsite project. This excludes installation of utilities, stormwater facilities, wetlands, and excavating, grading, filling, and moving of earth in conjunction with the installation of infrastructure to serve a subdivision or activities undertaken in conjunction with improvements approved as part of a development order. Soil extraction facilities shall demonstrate compliance with the following minimum setbacks measured from the edge of the excavation pit or area:

1. One hundred feet from the project perimeter and increased to 200 feet abutting any property zoned SFR, MFR, or MHD.

2. Minimum excavation setback of 25 feet, with an average setback width of 50 feet, from optimal wetlands; an average setback width of 25 feet, but no less than 15 feet from moderate and minimal wetlands; and a setback of 75 feet from a named wetland system, creek, river, saltwater canal, freshwater canal, or other open drainage feature or other surface water of the City.

C. *Mining.* For purposes of this section, mining operations shall include facilities that require a permit from the Florida Department of Environmental Protection, Bureau of Mining and Reclamation. Mining operations shall demonstrate compliance with the following requirements:

1. *Setback requirements.* Mining facilities shall include the following minimum setbacks measured from the edge of the excavation area:

a. Two hundred fifty feet from the project perimeter and increased to 500 feet abutting any property zoned SFR, MFR, or MHD.

b. Minimum excavation setback of 25 feet, with an average setback width of 50 feet, from optimal wetlands; an average setback width of 25 feet, but no less than 15 feet from moderate and minimal wetlands; and a setback of 75 feet from a named wetland system, creek, river, saltwater canal, freshwater canal, or other open drainage feature or other surface water of the City.

2. *Blasting.* No blasting shall be conducted within the City unless it can be demonstrated that said activity is being undertaken in a manner that in no way adversely affects the health, safety, and welfare of the residents and businesses within the City.

4.03.04. *Aviaries.* An aviary shall comply with all applicable state regulations. The following general requirements apply:

A. Minimum setback from any residentially zoned property shall be 100 feet from the property line. Otherwise, the structure shall be located no closer than 50 feet from any property line.

B. Reasonable precautions shall be taken to prevent an environment suitable for pathogens that cause public health hazards such as psittacosis, cryptococcosis, and histoplasmosis. Occurrence of any of the aforementioned illnesses to the property owner or an occupant of the property shall be reported by the property owner to the Flagler County Health Department.

Sec. 4.04. - Alcoholic Beverage Sales.

Refer to Chapter 7, Article I and Article II in the City of Palm Coast Code of Ordinances.

Sec. 4.05. - Cemeteries.

Within the zoning districts permitting cemeteries, the following regulations shall apply:

A. No graves or burial lots/sites shall be located closer than 40 feet from all rights-of-way and no closer than ten feet from all other boundary lines of the subject property.

B. Adequate means of ingress and egress for vehicles shall be provided within the site in order to provide an easy flow of traffic while funeral processions are entering or leaving the site.

Sec. 4.06. - Community Residential Homes and Recovery Residences.

4.06.01. Community residential homes shall meet the requirements of F.S. ch. 419.

4.06.02. Recovery Residences. Additional limitations specific to uses listed. No building or structure or part thereof shall be erected, altered or used, or land or water used, in whole or in part, for other than as a conditional use with approvals subject to the provisions of this ordinance:

Recovery residence.

A. Recovery residence in single-family zoning district, except as required by Chapter 419, Florida Statutes, only with the following characteristics:

1. In accordance with FS.Ch.419, the community residential home that is located less than 1000 linear feet from the closest existing community residential home or recovery residence. Distance is measured from the nearest lot line of the entire parcel of the proposed Recovery Residence to the nearest lot line of the entire parcel of the closest existing recovery residence; and/or

2. Would be occupied by no more than ten residents; and

3. Duplex Properties can only occupy one side of the residence; and

4. The operator or applicant has been granted all available licensing or certification by the State of Florida known as Florida Association of Recovery Residences (FARR) to operate the proposed recovery residence, and

5. A recovery residence that has been denied an license or certification by the State of Florida or had a license or certification suspended, or is denied recertification or renewal of its license is not allowed in the City of Palm Coast and must cease operation and vacate the premises within 60 days of the date on which its license or certification was denied or suspended or its recertification was denied.

B. Recovery residence in multi-family zoning district. Except as required by Chapter 419 Florida Statutes only with the following characteristics:

1. In accordance with FS.Ch.419, the community residential home that is located less than 1200 linear feet from the closest existing community residential home or recovery residence. Distance is measured from the nearest lot line of the entire parcel of the proposed Recovery Residence to the nearest lot line of the entire parcel of the closest existing recovery residence; and

2. Would be occupied by up to 20 residents occupying a maximum of 3 contiguous dwelling units within the same multifamily complex; and

3. The operator or applicant has been granted all available licensing or certification by the State of Florida known as Florida Association of Recovery Residences (FARR) to operate the proposed recovery residence, and

4. The operator or applicant has been granted all available licensing or certifications by the State of Florida to operate the proposed Recovery Residence,

5. A recovery residence that has been denied a license or certification by the State of Florida or had a license or certification suspended, or is denied recertification or renewal of its license is not allowed in the City of Palm Coast and must cease operation and vacate the premises within 60 days of the date on which its license or certification was denied or suspended or its recertification was denied.

C. Recovery Residence Procedure

The purpose of a reasonable accommodation request is to modify a specific City of Palm Coast requirement to ensure an individual with a disability and/or handicap have equal opportunity to use and enjoy a dwelling, building or structure, or to provide accessibility in another manner. This policy implements the procedure of the City of Palm Coast, Florida (“City”) for processing reasonable accommodation requests to its Code of Ordinances, Unified Land Development Regulations, rules, policies, and procedures for persons with disabilities and/or handicaps as provided by the Federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Amendments Act (42 U.S.C. Section 12131 et seq.) ("ADA"). For purposes of this procedure, a "disabled" individual or person is an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled or a provider of services to the disabled qualifying for a reasonable accommodation may request a reasonable accommodation with respect to the City's Code of Ordinances, its land use or zoning laws, and/or rules, policies, practices and/or procedures, as provided by the FHA and the ADA pursuant to the procedures set forth herein.

1. Provide a Reasonable Accommodation application (see exhibit “A”) including the following:

   a. Certification from FARR showing the level of care approved.

   b. Occupancy Permit including following:

      i. A Dimensioned Life Safety Plan prepared in accordance with the Florida Fire Prevention Code and Life Safety Code.

      ii. Proof of Insurance

      iii. As per Section 397.487(6), Florida Statutes, a copy of the level 2 background screenings for all owners

2. Procedures for issuance. No Recovery Residence license shall be issued or granted unless:

   a. An application is filed with the City of Palm Coast an Occupancy Care Home forms provided for that purpose, and

b. There has been a site inspection by the City of the applicant's premises, and

c. The planning and zoning division has reviewed and approved the zoning use classification, and

d. The City has verified compliance with all applicable laws and regulations, and

e. Payment of the recovery residence occupancy license fee, to be established by resolution of the City Council, shall be required prior to the issuance of the license, and

f. Obtain a City of Palm Coast Business Tax Receipt.

g. Obtain a certificate of occupancy and/or change of use prior to issuance of community residence or recovery community license. Any community residence or recovery community that is required to obtain a certificate of occupancy and/or change of use pursuant to the Code of Ordinances must do so prior to the issuance of a license.

h. The license, if granted, shall state on its face the name of the person or persons to whom it is granted, the number of the license issued to the licensee(s), the expiration date, and, the address of recovery residence. The recovery residence license shall be posted in a conspicuous place at or near the entrance inside the recovery residence so that it may be easily read at any time by an inspector.

3. Grounds for denial. The Director of the Department of Community Development or designee, as appropriate, shall have the authority to deny an application for a community residence or recovery community license on the following grounds:

a. That the applicant has failed to disclose or has misrepresented a material fact, or any information required in the application.

b. That the applicant is desiring to operate a recovery residence which does not comply with the City's Land Development Code.

c. That the applicant has failed to obtain a certificate of occupancy and/or change

of use, if required.

d. That the certificate of occupancy or change of use for the proposed location has been denied, suspended, or revoked for any reason.

e. Applicant's noncompliance with specific provisions of federal, state, city or county ordinances, with respect to the specific use, and the applicant.

f. Fails to obtain said approvals prior to issuance of a license; or

g. Has violated such specific provisions.

h. The applicant has violated any provision of the Code of Ordinances or Land Development Code and has failed or refused to cease or correct the violation within (30) days after notification thereof.

i. The applicant failed to permit inspection by the City; or

j. Or as otherwise provided in the Code of Ordinances.

k. The operator or applicant has not been granted all available licensing or certification by the State of Florida.

4. Any person whose application has been denied as provided herein shall have the right to appeal to the City Manager explaining in detail the nature of the appeal and the grounds on which it is based. This written appeal must be received by the City Manager no later than three business days after the Director Community Development designee, determination.

5. Any person whose application has been denied as provided herein shall have the right to appeal to the City Council explaining in detail the nature of the appeal and the grounds on which it is based. This written appeal must be received by the City Clerk no later than three business days after the City Managers written response.
6. Any recovery residence shall permit officers or agents of the City of Palm Coast to inspect, from time to time on an occasional basis, the recovery residence for the purpose of ensuring compliance with all applicable regulations pertaining to recovery residences. A licensee's knowing or intentional refusal to permit such an inspection shall constitute a violation of this section for purposes of license denial, suspension, and/or revocation. This section shall be narrowly construed by the city to authorize reasonable inspections of the licensed premises pursuant to this article, but not to authorize a harassing or excessive pattern of inspections.
7. Each license shall remain valid for a period of one (1) calendar year from the date of issuance unless otherwise suspended or revoked. Such license may be renewed only by making application or renewal.
8. A licensee shall not transfer license to another, nor shall a licensee operate a recovery residence under the authority of a license at any place other than the address designated in the recovery residence license application.

D. Revocation.

1. The city shall revoke a recovery residence license if it determines that:
    a. The license holder has failed to disclose or has misrepresented a material fact or information required by this article in the application;
    b. The license holder does not operate in the manner described in the application or has changed the operation without authorization through approval of a new license;
    c. The certificate of occupancy for the location has been denied, suspended or revoked for any reason;
    d. In the event of a conviction of any owner, operator, manager, supervisor, or any employee acting at the direction or with the knowledge of the owner, operator, manager, or supervisor, by a court of competent jurisdiction, for the violation of any criminal statute committed in conjunction with the facility operation;
    e. The license holder has violated any provision of or failed to maintain compliances with the City Code and has failed or refused to cease or correct the violation after notification thereof;
    f. The holder of the license, or the holder's designated manager, operator, or supervisor, refuses to permit an authorized City inspector to inspect the premises during normal business hours for a regular inspection or for the purpose of investigating a complaint which has been filed against the operation.
    g. The licensee has knowingly engaged in or allowed possession, use, or sale of controlled substances on the premises.
    h. The operator or facility has been denied license or certification by the State of Florida, or license or certification is suspended, or is denied recertification or renewal of its license is not allowed in the City of Palm Coast and must cease operation and vacate the premises within 60 days of the date on which its license or certification was denied or suspended or its recertification was denied.
2. Suspension and Revocation procedure. The procedure for suspension and revocation of a license shall be as follows:

a. If at any time the City of Palm Coast determines that the recovery residence is operating in any manner in violation of federal, state, county or city law or harmful to the public health, safety or welfare the city may file a notice of violation, through the special master process in the manner provided for by F.S. Ch. 162, and Chapter 17 of the Code of Ordinances.

b. If a license is revoked the applicant(s) may not apply for another license until one (1) year from the date of the effective date of the revocation, unless the basis for the revocation has been corrected or abated.

c. If a license is suspended for a specific period of time, the license shall remain suspended until the basis for the suspension has been corrected and the suspension period has expired.

E. Non-conforming Use and Structures.

Any nonconforming use of a building or land may be continued subject to the following conditions and requirements:

Requirements for nonconforming recovery residences. A recovery residences located in the City of Palm Coast as of the date of adoption of this Ordinance that does not currently have all available licenses, certifications or recertification designated from the State of Florida within 9 months after the adoption of this Ordinance shall no longer constitute a legal nonconforming use and must cease operation by the date that is exactly 9 months after the adoption of this Ordinance or within 60 days of the date on which all available certification, recertification, or the required license is denied, whichever date comes first. Such a recovery residences must either return residents to their families or relocate them to safe, secure housing within 60 days of the date on which all available certification, recertification, charter, or license is denied or by the date that is exactly 9 months after the adoption of this Ordinance, whichever date comes first. The number of occupants of a Recovery residence may not exceed the maximum number allowed under this Code of Ordinance or the number authorized under the Recovery residence's state certification or license, whichever is less.

Sec. 4.07. - Convenience Stores with Fueling Stations.

4.07.01. *Special exception required.* In the COM-1 District, a special exception for the use is required in accordance with the procedure as outlined in Chapter 2 if subject property is within 500 feet of any residential property.

4.07.02. *Fueling positions limitations.*

A. Within the COM-1 District, fueling stations are limited to a maximum of eight fueling positions.

B. Within the COM-2 District, fueling stations are limited to a maximum of 24 fueling positions.

4.07.03. *Design and installation requirements.*

A. All pump islands and canopies shall be set back a minimum distance of 20 feet from all perimeter property lines, but increased to 50 feet from property lines abutting areas zoned SFR, EST, MFR, and MHD.

B. On-site circulation shall be designed to:

1. Minimize conflicts between pedestrians and vehicles and between parked and moving vehicles;

2. Facilitate movement by tanker trucks and the safe unloading of fuels; and

3. When stacking lanes are required for car washes or drive-through facilities, stacking lanes shall be separated from parking areas and drives by using painted lines, pervious islands, landscaped islands, and/or decorative pavement.

C. All fuel dispensers shall be set back a minimum of 24 feet from any other fuel dispenser located on parallel pump islands, as well as located a minimum of 20 feet from any other fuel dispensers located along the same line of vehicular flow. Such distance shall be measured from center of fuel dispenser to center of fuel dispenser.

D. At least one-half of the required parking spaces shall be directly adjacent to the principal building.

E. All gasoline tanks shall be installed underground. Upon the discontinuance of any gasoline pump island, the fuel storage tanks shall be removed.

F. The maximum canopy clearance shall be 15 feet.

G. The Land Use Administrator may allow a maximum of 50 percent of the fueling position spaces to count toward the number of required parking spaces.

H. Lighting standards.

1. Exterior lighting shall be the minimum necessary to provide security and safety as determined by the Land Use Administrator. No more than 2.0 foot-candles of light are permitted at any property line.

2. Direct lighting sources shall be shielded or recessed. Light fixtures under a canopy shall be flush mounted. Lights shall not be mounted on the top or sides of the canopy. Drop type fixtures are prohibited.

3. The sides of the canopies shall not be illuminated, unless the illumination is part of a permitted sign.

4.07.04. *Accessory restaurant.*

A. A restaurant accessory to a convenience store shall be allowed as long as it does not exceed 30 percent of the gross floor area of the convenience store.

B. Parking for the restaurant shall be subject to the shared parking facilities requirements contained in Chapter 5.

C. An accessory restaurant with drive-through shall be subject to the drive-through facilities requirements contained in Section ~~4.09~~5.04.11.

Sec. 4.08. - Development Options.

4.08.01. *Cluster residential developments.*

A. *Purpose and intent.* The purpose of clustering or grouping residential buildings and associated permitted accessory structures is to encourage the most efficient and cost effective use of land and public facilities. In order for the cluster development option to be approved, the site plan must be shown to:

1. Provide a significant amount of the site for protected open space;

2. Protect environmentally sensitive areas of a development site and permanently preserve open space, historical, cultural, or other significant buildings, and/or land and natural features;

3. Encourage creative and flexible site design that is sensitive to the land's natural features and adapts to the natural topography;

4. Decrease or minimize nonpoint pollution impacts by reducing the amount of impervious surfaces in site development;

5. Promote cost savings in infrastructure installation and maintenance by such techniques as reducing the distance over which utilities, such as water and sewer lines, need to be

extended or by reducing the width or length of streets, and by utilizing the site's natural drainage patterns; and

6. Provide opportunities for social interaction and walking and bicycling in contiguous open space areas.

B. *Applicability and general provisions.*

1. A residential cluster development is optional and shall be permitted as of right in any residential zoning district, except in the Agriculture, Multifamily, and Mobile Home Districts.

2. All principal and accessory uses authorized in the applicable residential zoning district(s) shall be allowed in a cluster development.

C. *Specific provisions.* The following provisions shall apply to any residential cluster development, regardless of the general requirements of the applicable residential zoning district:

1. *Dimensional requirements.*

a. *Minimum size.* Minimum gross size of a cluster development shall be five acres.

b. *Width.* The minimum lot width shall conform to the requirements for the SFR-1 District.

c. *Setbacks.* The minimum setbacks shall conform to the requirements of the SFR-1 District.

d. *Height.* The height of buildings shall be a maximum 35 feet.

e. *Impervious surface ratio.* The maximum impervious surface ratio is 0.75.

2. *Perimeter buffer.* A minimum 20-foot buffer shall be located between the cluster development and any existing residential zoning district with the exception of an adjacent residential zoning district having the same density and height.

3. *Open space.*

a. At a minimum, 40 percent of gross acreage of the site shall be conveyed as common open space. However, when calculating the open space, the land area devoted to public or private vehicular streets shall not be included.

b. Open space areas shall be designated as "cluster open space" and shall indicate whether public or private on the plat.

c. The appropriateness of accessory structures will be reviewed by the Land Use Administrator and considered in terms of their enhancement of the cluster open space.

d. Accessibility to open space. The usability of cluster open space intended for recreation or public use shall be determined by whether it is contiguous and by the size, shape, topographic, and location requirements of the particular purpose proposed for the open space. Cluster open space shall be easily accessible to trail users including, but not limited to, elderly and handicapped persons, be integrated to form unbroken trail linkages between uses within the subdivision, and take advantage of opportunities to establish off-site linkages to nearby land uses, sidewalks, bikeways, and greenways.

e. Preservation of open space. Open space shall be preserved in perpetuity by use of conservation easements, deed restriction, or other means acceptable to the City.

4.08.02. *Duplex residential developments.* Duplex dwelling units under single ownership may be converted so that each unit can be owned separately utilizing one of the following processes:

A. Duplex structures may be converted to the condominium form of ownership upon approval by the Land Use Administrator. Condominium association documents shall be provided that include ownership and maintenance of common areas and utility facilities.

B. Duplex sites may be subdivided into two separate lots in accordance with Chapter 2 review procedures as long as the individual lots meet the dimensional standards of the district.

4.08.03. *Manufactured/mobile home parks.*

A. *General requirements.*

1. *Minimum size of park; permitted location.* A manufactured home park shall have a minimum of two and one-half acres. Manufactured home parks will only be permitted in the MHD District.

2. *Plans and specifications required.* Complete plans and specifications of all manufactured/mobile home parks shall be submitted to the Land Use Administrator.

B. *Development criteria.*

1. *Setbacks.* No manufactured/mobile home or attached structure shall be located closer than 25 feet to the property lines of the manufactured home park or a public right-of-way. Requirements for each manufactured/mobile home space are as follows:

a. Front yard required—Minimum of 20 feet.

b. Side yard required—Minimum of five feet.

c. Rear yard required—Minimum of 15 feet.

2. *Private streets.* No manufactured/mobile home in a park shall be allowed direct access to a public street. All lots in a manufactured home park must have access from a private street that shall comply with regulations established in Chapter 5.

3. *Buffering.* A manufactured/mobile home park shall comply with Type "A" Buffer Design Standards established in Chapter 11.

4. *Recreational area required.* Manufactured home parks with ten or more units shall retain an area of not less than five percent of the gross site area devoted to recreational facilities provided in an area accessible to all property owners.

5. *Utilities.* Each manufactured home shall be independently served by separate electric, gas, and other utility services.

6. *Off-street parking.* A minimum of one off-street parking space shall be required for each manufactured home.

7. *Fences.* If the manufactured/mobile home park management allows fences for individual lots, these fences shall comply with regulations established in Section 4.01.

8. *Storage of recreational vehicles.* Storage of recreational vehicles, boats, and boat trailers shall be allowed only on sites reserved for such storage within the manufactured/mobile home park.

9. Residential Manufactured buildings meeting the requirements of Chapter 553 of Florida Statutes shall be permitted within a manufactured/mobile home park or subdivision.

4.08.04. *Multifamily residential buildings.* The following standards apply to multifamily buildings:

A. Multifamily buildings shall be setback a minimum distance of five feet from vehicular use area.

B. There shall be a minimum distance of ten feet between buildings.

4.08.05. *Multiuse buildings.* Multiuse buildings allow residential living quarters within the same buildings as offices or retail establishments, are permitted in the OFC-1, OFC-2, COM-1, COM-2, and MPD Districts, and require special exception approval in the COM-3 District. The following standards apply to multiuse buildings:

A. Nonresidential uses shall be located on the first floor of the building and residential units shall be located above the nonresidential use.

B. The mixture of nonresidential and residential uses within the multiuse building shall be designed to minimize, to the greatest extent practicable, the potential detrimental influence of nonresidential uses on the residential uses including, but not limited to, the location of entranceways and the use of soundproofing materials to minimize noise intervention between uses.

4.08.06. *Neotraditional development.*

A. *Purpose and intent.* The purpose of a neotraditional development is to provide areas for detached single-family dwellings, duplexes, townhouses, and accessory uses in medium density neighborhoods featuring traditional design concepts and architectural themes. Features may include front porches, reduced setbacks, detached garages, alleyway access, narrower rights-of-ways, and shared parks and open spaces readily accessible to pedestrians and bicyclists. In order for the neotraditional development option to be approved, the site plan must be shown to:

1. Encourage walking and bicycling to reduce the need for local automobile trips by providing trails, bike paths, and other forms of walkable interconnectivity within and to adjacent uses.

2. Establish a specific neighborhood identity that shall consist of an overall architectural theme. Architectural themes may consist of, but not be limited to, the following:

   a. Florida vernacular.

   b. Cape cod.

   c. Mediterranean.

3. Preserve natural features and scenic areas and provide a range of residential and open space land uses within close proximity to one another within the neighborhood.

4. Promote cost savings in infrastructure installation and maintenance by such techniques as reducing the distance over which utilities, such as water and sewer lines, need to be extended or by reducing the width or length of streets.

B. *Applicability and general provisions.* A neotraditional development is optional and shall be permitted as a right in any residential zoning district, except in the Estate, Agriculture, and Mobile Home Districts. All principal and accessory uses authorized in the applicable residential zoning district(s) shall be allowed in a neotraditional development.

C. *Specific provisions.*

1. *Dimensional requirements.*

   a. *Minimum size.* Minimum gross size of a neotraditional development shall be five acres.

   b. *Width and depth.* No minimum width or depth of a lot shall apply except where abutting a development with lower density, in which case the widths/depths shall conform as closely as possible to the abutting development.

   c. *Setbacks.* No minimum setbacks shall apply; however, each lot shall conform as closely as possible to the setbacks established for the underlying zoning district and allow for parking and accessory structure requirements.

   d. *Height.* The height of buildings shall be in accordance with that of the underlying zoning district.

   e. *Impervious surface ratio.* A higher ISR shall be allowed, if determined appropriate by the Land Use Administrator; however, each lot shall conform as closely as possible to the ISR established for the underlying zoning district.

   f. *Backyard area.* Each residential dwelling unit shall have a backyard, or courtyard area.

2. *Single-family residential unit requirements.*

   a. Single-family residential units, inclusive of required porches, shall be constructed along the front setback line.

   b. Single-family units shall have an attached front porch oriented with a minimum width of 12 feet and a minimum depth of six feet.

3. *Garages.*

   a. Garages shall be separated from the main dwelling unit by a minimum distance of 12 feet, with the exception of a connecting breezeway, with a maximum width of four feet. Other than the breezeway, the garage and main dwelling unit shall be detached structures.

   b. Garages shall have a maximum building footprint of 500 square feet and a maximum height of 24 feet.

   c. Garage doors shall be oriented for access from a rear alley or a side street may provide an alternative access for corner lots.

4. *Vehicular and pedestrian access.*

   a. Sidewalks or pedestrian paths, bicycle paths, or bicycle lanes and vehicular streets shall connect all uses.

   b. A minimum of 80 percent of all streets shall connect at both ends to other streets at an intersection.

   c. All paths or trails including, but not limited to, bicycle paths or lanes, shall interconnect to form a continuous network throughout the site and to paths or trails linked to adjacent neighborhoods.

   d. Vehicular gates are prohibited on all streets, except alleys serving residential uses.

5. *Neighborhood parks.*

   a. Neighborhood parks shall be located and distributed so that 100 percent of all dwelling units are located within 1,320 linear feet from a park or other recreation area.

   b. The minimum pervious area of a park shall be 50 percent.

   c. For pedestrian access, a minimum of 25 percent of an activity-based neighborhood park perimeter shall abut a street, excluding alley.

6. *On-street parking.*

   a. On-street parallel parking shall be required on the local residential streets.

   b. Parallel parking spaces shall have a minimum length of 23 feet and a minimum width of ten feet.

   c. Each parking space shall be clearly delineated by pavement striping per City standards.

   d. Between every five parallel parking spaces, a vehicular use area island shall be required per City standards.

   e. Parallel parking spaces shall be located no closer than 28 feet from the last stall to the intersection.

4.08.07. *Townhouse residential developments.* The following standards apply to townhouse buildings:

A. A minimum of three attached units and a maximum of eight attached units per building are permissible.

B. If rear alleyway access is provided, it is permissible to construct attached garages and detached garages that meet the standards of the neotraditional development option (refer to Section 4.08). In these cases, the rear setback may be decreased to five feet.

Sec. 4.09 - Reserved.

Editor's note— Ord. No. 2018-21 , § 2, adopted Oct. 2, 2018, repealed § 4.09 which pertained to drive-through facilities, and derived from Ord. No. 2009-26, § 26, adopted Dec. 15, 2009. See § 5.04.11 for similar provisions.

Sec. 4.10. - Educational Facilities, Private.

A. *Setbacks.* The front, rear, and side yard setbacks shall be the same as those required for the specific district, except that when adjacent to a residential land use or zoning district there shall be a 20-foot minimum building setback.

B. *Off-street parking and loading—School bus and vehicular drop-off facilities*. Facilities must be provided for off-street bus and private vehicle loading and unloading of students. Use of the street right-of-way may be allowed if a license agreement is executed with the City.

Sec. 4.11. - Garage and Yard Sales.

Refer to Chapter 16, Article V in the City of Palm Coast Code of Ordinances.

Sec. 4.12. - Home ~~Occupations~~ based Businesses.

4.12.01. *Purpose and intent.* ~~The purpose and intent of the home occupation regulations is to reasonably allow for a home to be used as a "doing business address" for low impact business activities from the home while ensuring that they are limited and controlled so they do not negatively impact the residential areas where they are located. Home occupations are limited by performance standards, requirements, and prohibitions. Procedures related to applications, evaluations, approvals, inspections, and revocations provide controls to ensure the home occupations do not adversely impact surrounding properties.~~ The purpose and intent of this section is to provide regulations for home-based businesses that are consistent with all provisions of F.S. § 559.955, as may be amended. The provisions of F.S. § 559.955 are incorporated into this section as if fully laid out herein, may be enforced pursuant to the City's Code of Ordinances: Chapter 2 - Article V and shall prevail in the event of a conflict with this section.

4.12.02. ~~*Classifications.* Home occupations are categorized into three classes as follows:~~ *Home-based Business Criteria.* A home-based business must operate, in whole or in part, from a residential property and must meet the below criteria:

A. *Employees.* The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling. ~~*Class 1.* Class 1 Home Occupations are limited, in-home business offices that are indistinguishable from activities associated with any typical office employee bringing home work outside of regular business hours. Class 1 Home Occupations utilize a single room in the residence where information-oriented business activities are limited to paperwork, computer, mail, telephone, and filing. Although home storage of a single vehicle used for business purposes is acceptable, Class 1 Home Occupations do not allow for on-site storage of any inventory, trailers, or mechanical equipment used for home occupation activities.~~

B. *Parking and storage.* ~~*Class 2.* Class 2 Home Occupations are in-home business offices that have the potential to create some impacts beyond Class 1 activities due to limited on-site~~

~~storage of material, inventory, chemicals, work vehicles, trailers, equipment, limited product assembly, or business-related traffic from customers or deliveries. Businesses among those typically classified as Class 2 Home Occupations include offices for subcontractors or lawn services where work vehicles, equipment, and/or trailers are stored at the home. Pool cleaning services are also included if chemicals are stored at the home. Other examples include arts and crafts businesses, such as stained glass or candle making, and other businesses that involve light assembly.~~

1. Parking and/or storage shall comply with all the residential property requirements of the Land Development Code based on the underlying zoning district; and

2. The need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted. No more than two dedicated parking spaces for the home-based business are permitted; and

3. Vehicles and trailers used in connection with the business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence; and

4. Not create noise, vibration, glare, fumes, odors, dust, or smoke that is detectable to the normal senses at the lot line or beyond the exterior of any common walls; and

5. No heavy equipment, as defined in F.S. 559.955(3)(b) shall be visibly stored on the property as viewed from either the street or a neighboring property.

C. *Use of Premises. ~~Class 3.~~* ~~Class 3 Home Occupations are in-home business offices that have the potential to create some impacts beyond Class 2 activities due to increases of on-site storage of material, inventory, work vehicles, trailers, equipment, or business-related traffic from customers or deliveries. Class 3 Home Occupations are permitted on large, estate-sized residential properties, including farmland, where ample buffering prevents impacts to surrounding properties. Examples of Class 3 Home Occupations are small family businesses, such as horse boarding and riding stable operations. Other examples include plant nurseries or vegetable growing operations with limited sales to the public.~~

1. As viewed from the street, the use of the residential property is consistent with the uses of the residential areas that surround the property; and

2. External modifications made to a residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood; and

3. The home-based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property; and

4. The activities of the home-based business are secondary to the property's use as a residential dwelling.

D. *Compliance with other laws, rules, and regulations.*

1. The business activities shall comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. Any local regulations on a business with respect to noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors may not be more stringent than those that apply to a residence where no business is conducted; and

2. All business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other

hazardous or flammable materials or liquids. Any local regulations on a business with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids may not be more stringent than those that apply to a residence where no business is conducted; and

3. Use of the residential property for a home-based business must comply with all other applicable regulations for the zoning district.

E. *Exceptions.* This section does not supersede, amend or modify the following:

1. Any current or future declaration or declaration of condominium adopted pursuant to chapter 718, cooperative document adopted pursuant to chapter 719, or declaration or declaration of covenant adopted pursuant to chapter 720; and

2. Local laws, ordinances, or regulations related to transient public lodging establishments, as defined in s. 509.013(4)(a)1., that are not otherwise preempted under chapter 509.

~~4.12.03. *Performance standards, requirements, and prohibitions.*~~

~~A. *Home occupation requirements.* All home occupations (Class 1, 2, and 3) shall:~~

~~1. Be completely subordinate to the residential nature of the home; and~~

~~2. Not change the structural form of the home; and~~

~~3. Not create noise, vibration, glare, fumes, odors, dust, or smoke that is detectable to the normal senses at the lot line or beyond the exterior of any common walls; and~~

~~4. Not use equipment which creates off-site line voltage fluctuations or visual or audible interference with off-site radio or television receivers; and~~

~~5. Not adversely affect public safety through the storage or generation of explosive, flammable, or hazardous materials in quantities which could constitute a neighborhood danger based on the required submittal of MSDS sheets or the determination of the City Fire Marshal; and~~

~~6. The applicant shall be the primary resident of the home.~~

~~B. *Prohibited home occupations.* The following uses are prohibited home occupations; however, this list is not all-inclusive and other home occupations may be prohibited by the Land Use Administrator based upon the character and similarity of use, with the determination being subject to appeal as set forth in Chapter 2:~~

~~1. Food preparation.~~

~~2. Kennels and veterinary clinics.~~

~~3. Funeral homes.~~

~~4. Dance or exercise studios.~~

~~5. Beauty or barbershops.~~

~~6. Vehicle repair or sales.~~

~~7. Animal raising.~~

~~8. Medical/dental offices or clinics.~~

~~C. *Performance Standards.* Class 1, 2, and 3 Home Occupations are limited in accordance with the following performance standards. These limitations apply to business activities at the home related to the home occupation and are not intended to regulate business activities that occur outside of the home. Table 4-4 describes the performance standard limitations.~~

Table 4-4: Performance Standard Limitations for Home Occupations

Category	Home Component	Class 1	Class 2	Class 3
Traffic Generation	Customers	None permitted.	Maximum of one per week.	Maximum of ten per week.
	Deliveries	Maximum of one per week.	Maximum of two per week.	Maximum of ten per week.
	Employees—Either working out of the home or convening at the home at any time.	Limited to residents of the home. No outside employees are permitted to visit the home for business related purposes.	Limited to residents of the home. No outside employees are permitted to visit the home for business related purposes.	Limited to residents of the home plus a maximum of two outside employees who are not residents of the home.
	Other business trips	Maximum of two round trips per day.	Maximum of six round trips per day.	Maximum of the ten round trips per day.
Business Area and Storage	Office space	Maximum of one room.	Maximum of one room in primary residence; or business may be located in separate ancillary on-site building.	Up to 35 percent of gross floor area of primary residence; or business may be located in separate, ancillary on-site building.
	Storage of inventory/equipment	None permitted.	All inventory and equipment must be stored inside. A maximum of one single car stall of a garage area may be utilized. An on-site storage shed or the office may be used instead of the garage stall.	All inventory and equipment must be stored inside. Full garage area or ancillary on-site building may be utilized.
	Storage of chemicals	Limited to common household items, such as bleach or ammonia based cleaning products, stored in a single closet. MSDS sheets not warranted.	All chemicals must be stored inside. A maximum of one single car stall of a garage area may be utilized. An on-site storage shed may be used instead of the garage stall. MSDS sheets required. Fire extinguisher required.	All chemicals must be stored inside. Full garage area or ancillary on-site building may be utilized. MSDS sheets required. A fire extinguisher is required.
Vehicles and Trailers	Vehicle number and type	Maximum of one sedan, SUV, or	Maximum of one sedan, SUV, or pickup truck for business	Maximum of two vehicles for business.

		pickup truck for business		
	Vehicle dimensions	Maximum height—seven ft. Maximum length—20 ft.	Maximum height—seven and one-half ft. Maximum length—22 ft.	Maximum height—eight ft. Maximum length—22 ft.
	Exterior ladders and pipe racks	None permitted.	None permitted if vehicle stored outside of garage.	Permitted.
	Gross vehicle weight	Maximum 8,500 lbs.	Maximum 10,500 lbs.	Maximum 20,000 lbs.
	Trailers	None permitted.	Maximum of one stored in garage.	Maximum of two. May be stored outside if fully screened from public right-of-way and neighboring properties.
Solid Waste Generation	Quantity	Maximum of one 32-gallon residential waste container per week.	Maximum of two 32-gallon residential waste containers per week.	Maximum of four 32-gallon residential waste containers per week.
	Hazardous	None may be disposed of at home.	None may be disposed of at home.	None may be disposed of at home.
Repair and Manufacturing	Repair and manufacturing	None permitted.	Limited minor repair or manufacturing activities are permitted as well as arts and crafts, hobbies, and high tech custom/precision assembly only.	Limited repair or manufacturing activities permitted. Machinery may be operated only in short bursts (defined as no longer than ten minutes per hour with cumulative maximum not to exceed one hour per day).
Signage	On-site	None permitted.	None permitted, although licensee may display license if required by the state.	Maximum of one sign not illuminated, limited to six square feet in size.
	On vehicle(s)	Any vehicle with signage not removable signage must be parked in the garage at all times.	Any vehicle with signage not removable must be parked in the garage at all times.	Permitted.

Advertising	Advertising (includes, but not limited to, telephone directories, newspapers, print media, logos, stationery, and business cards)	Post office box number only and not a street address (unless otherwise required by state law).	Post office box number only and not a street address (unless otherwise required by state law).	May use home address.
Visibility	Visibility from right-of-way and neighboring properties	The home occupation shall not be visible to neighbors. No products display or any aspect of the operation shall be visible outside the dwelling unit.	The home occupation shall not be visible to neighbors. No products display or any aspect of the operation shall be visible outside the dwelling unit.	Except for the sign permitted above, the home occupation shall not be visible to neighbors. Other outdoor activities or operations shall be fully screened from neighboring properties.

4.12.0403. *Home-based Business occupation application, evaluation, and approval procedures.*

A. *Application.* Applications for home-based businesses shall follow the same procedures for acquiring a business tax receipt as outlined in the City's Code of Ordinances: Chapter 16 – Article II – Local Business Tax Receipts and occupation approvals shall be filed on a form provided by the City. The Land Use Administrator may request additional information to ensure that all application materials are sufficient to review the request.

B. *Evaluation procedures to classify a home occupation.*

1. The Land Use Administrator shall determine the classification of the home occupation upon reviewing the application, and determine whether a special exception is required.

2. Depending upon specific impacts and the nature of the operation, the same type of business may be classified differently. For example, a landscape business where all materials, equipment, and trailer are stored offsite may qualify as a Class 1 Home Occupation. A landscape business, where the materials, equipment, and trailer are stored in the home's garage may qualify as a Class 2 Home Occupation. If the landscape business also includes a small plant nursery, it may qualify as a Class 3 Home Occupation.

C. *Approval procedures.*

1. *Permitted home occupations (not a special exceptions)*

a. A development order for a home occupation shall be granted by the Land Use Administrator for permitted home occupations that meet the requirements of this section and do not require a special exception.

b. The Land Use Administrator may add special conditions to the development order for a home occupation related to the operation of the business to ensure compliance with this Code.

c. With regard to Class 2 and Class 3 home occupation development orders, the City shall notify the owners (as listed with the Flagler County Property Appraiser) of the lots immediately abutting the lot and immediately across a road right-of-way from the licensed lot.

~~2. *Home occupation special exceptions*~~

~~a. Home occupation special exceptions shall be noticed and advertised in accordance with Chapter 2 and reviewed by the Planning and Land Development Regulation Board at a public hearing. The Planning and Land Development Regulation Board decision shall be based on the proposed home occupation's adherence to the following standards and criteria:~~

~~(1) A proposed special exception for a Class 3 Home Occupation shall comply with the majority of the Class 2 Home Occupation performance standards. A proposed special exception for a Class 2 Home Occupation shall comply with the majority of the Class 1 Home Occupation performance standards. Further, the application shall be evaluated on the applicant's ability to moderate, lessen, or mitigate for those areas where they cannot meet the Class 1 or Class 2 Home Occupation performance standards to ensure that neighboring properties will not be adversely impacted.~~

~~(2) Additional special exception criteria found in Chapter 2 may be used to evaluate a proposed home occupation, if applicable.~~

~~b. The Planning and Land Development Regulation Board may add conditions related to the unique operational characteristics of the home occupation to ensure compliance with the regulations contained in this Code. The Land Use Administrator shall incorporate these conditions into the development order for the home occupation.~~

~~3. *Development order.* A development order for the home occupation is required for the home-based business. The issuance of a business tax receipt does not imply approval of the home-based business.~~

4.12.~~05~~04. *Inspection and revocation.*

A. *Inspections.* A home ~~occupation -~~based business inspection may be conducted by the City following the issuance of a development order for a home ~~occupation -~~based business~~for any home occupation~~.

B. *Violations and revocation.*

1. The Code Enforcement Board shall determine violations, fines, or penalties for violations of this Code relating to home ~~occupations-~~based businesses. Such violations shall be treated as an unpermitted use within the zoning classification. The Code Enforcement Board shall have the authority to revoke development orders for home ~~occupations-~~based businesses.

~~2. The Planning and Land Development Regulation Board shall have the authority to revoke a special exception for a home occupation.~~

Sec. 4.13. - Houses of Worship/Religious Institutions, Civic Clubs/Fraternal Organizations, and Nonprofit Organizations.

Houses of worship/religious institutions civic clubs/fraternal organizations, and nonprofit organizations shall be allowed as specified in Table 3-4. The following conditions shall apply to these uses:

4.13.01. *Master plan for long range development.* When submitting an application to expand an existing or construct a new house of worship/religious institution, a master plan for long-range development shall be submitted, including future plans for accessory uses such as educational facilities, gymnasiums, or similar facilities.

4.13.02. *Size limitations in the COM-1 District.* Within the COM-1 District, new or expanded houses of worship/religious institutions, civic clubs/fraternal organizations, and nonprofit organizations shall not exceed 30,000 square feet of gross floor area.

Sec. 4.14. - Industrial Uses.

4.14.01. *Industrial use classifications.*

A. *Heavy Industrial (IND-2) uses.* Heavy industrial uses shall include any facility that meets at least one of the following criteria:

1. Emits 500 pounds or more per year of lead or lead compounds; or
2. Emits 100 tons per year or more of any one regulated pollutant (PM10; nitrogen oxides; sulfur dioxide; carbon monoxide; volatile organic compounds; and lead) subject to regulation under F.S. ch. 403 ; or
3. Emits ten tons or more per year of any one hazardous air pollutant (HAP) as defined by Chapter 62-210, Florida Administrative Code; or
4. Emits 25 tons or more per year of any combination of hazardous air pollutants as defined by Chapter 62-210, Florida Administrative Code; or
5. The facility would require a major source Title V air permit as required by the requirements under F.S. ch. 403 ; or
6. Bulk storage of hazardous or regulated chemicals in ~~access~~ excess of 25,000 gallons (excluding diesel and unleaded gasoline fueling facilities exclusively utilized for fueling of vehicles, public water/wastewater treatment and emergency generators); or
7. Large quantity generators of hazardous waste as regulated under Chapter 62-730, Florida Administrative Code; or
8. The following industrial uses are presumed to be considered heavy industrial based upon the above criteria: air curtain incinerators; asphalt plants; concrete batch plants; fabrication facilities (involving open air grit blasting or open air painting); phosphate/nitrate fertilizer manufacturing facilities; fiberglass products manufacturing facilities; explosive storage and or manufacturing facilities; biohazardous waste incinerator, pesticide formulation facilities; scrap yard/shredding facilities; soil remediation facilities; bulk solvent chemical storage and or processing facilities; paint/ink manufacturing facilities; secondary metals recovery or manufacturing facilities; chrome plating facilities; asbestos products fabricators; manufacturer, livestock importing/exporting facilities; and those uses listed in the IND-2 District outlined in Chapter 3, Table 3-4.

This list is not all-inclusive and other uses may be considered heavy industrial based upon the above criteria as determined by the Land Use Administrator.

B. *Light Industrial (IND-1) uses.* All other manufacturing, processing, and assembly activities not meeting one of the heavy industrial criteria listed in this Code shall be presumed to be light industrial, including those uses listed in the IND-1 District outlined in Chapter 3, Table 3-4.

C. *Approvals; permitting.* Approvals, permits, or other forms of written assurances from appropriate federal, state, or local agencies that the use is likely to meet or exceed the specified standards for dust emissions, water consumption, air quality, hazardous, and regulated waste management set forth in Chapter 10 shall be considered competent and substantial presumptive evidence that the use complies with these zoning performance standards for permitting.

4.14.02. *Industrial use performance standards.* Manufacturing, processing, and assembly operations shall meet the following performance standards. Proof of compliance shall be provided stating that all required permits for particular discharges can and will be met. All necessary environmental permits shall

be obtained. Table 4-5 depicts the required performance standards for heavy industrial and light industrial and warehousing uses:

Table 4-5: Performance Standards for Industrial Uses

	Light Industrial & Warehousing (IND 1)	**Heavy Industrial (IND 2)**	**Application Requirements**
Lighting	Lighting shall be in accordance with Chapter 9 of the LDC	Lighting shall be in accordance with Chapter 9 of the LDC	Detail lighting plan
Sound Measured from property line	Residential: 60 dBA (7AM—10PM)	Residential: 60 dBA (7AM—10PM)	Statement of compliance
	Residential: 60 dBA (10PM—7AM)	Residential: 60 dBA (10PM—7AM)	
	Commercial: 65 dBA (7AM—10PM)	Commercial: 65 dBA (7AM—10PM)	
	Commercial: 60 dBA (10PM—7AM)	Commercial: 60 dBA (10PM—7AM)	
	Industrial: 75 dBA (7AM—10PM)	Industrial: 75 dBA (7AM—10PM)	
	Industrial: 75 dBA (10PM—7AM)	Industrial: 75 dBA (10PM—7AM)	
Water Consumption	Consumptive Use Permit specifically approved by SJRWMD	Consumptive Use Permit specifically approved by SJRWMD	SJRWMP CUP permit submittal
Hazardous/Regulated Waste Management	New Large Quantity Generators of hazardous waste as regulated under Chapter 62-730, F.A.C., as amended are prohibited	All hazardous waste generators shall comply with State and Federal regulations	List of potential waste generated and anticipated amounts.
	New chemical containment areas to provide appropriate secondary containment	New chemical containment areas to provide appropriate secondary containment	Statement of compliance
	BMPs developed to prevent potential discharges of regulated substances	BMPs developed to prevent potential discharges of regulated substances	Submittal of BMP plan.

Electrical/Electromagnetic Interference	Use shall not cause, create or contribute Electrical/Electromagnetic Interference to adjacent properties	Use shall not cause, create or contribute Electrical/Electromagnetic Interference to adjacent properties	Statement of compliance
Air Quality	General Title V or non-Title V	Major Source Title V Permit under F.S. ch. 403 as amended	FDEP permit submittal
	Emits < 500 pounds per year of lead or lead compounds	Emits > 500 pounds per year of lead or lead compounds	FDEP Annual Operating Reports/Permits
	Emits < 100 tons per year of any regulated pollutant	Emits > 100 tons per year of any regulated pollutant	FDEP Annual Operating Reports/Permits
	Emits < 10 tons per year of any one HAP	Emits > 10 tons per year of any one HAP	FDEP Annual Operating Reports/Permits
	Emits < 25 tons of any combination of HAPs	Emits > 25 tons of any combination of HAPs	FDEP Annual Operating Reports/Permits
	BMPs to control dust	BMPs to control dust	
	Airborne discharges shall be minimized so as not to cause or contribute to an objectionable odor to adjacent residential areas	Airborne discharges shall be minimized so as not to cause or contribute to an objectionable odor to adjacent residential districts	Statement of compliance
	Regulated Pollutants shall meet federal and State air quality standards	Regulated Pollutants shall meet federal and State air quality standards	FDEP Annual Operating Reports/Permits/Monitoring
Storage of Hazardous or Regulated Chemicals	< 25,000 gallons permissible	Storage of Hazardous or Regulated Chemicals permissible	FDEP Registration/Inventory; Submittal of SPCC Plan
Fire Prevention Standards	Fire suppression devices shall be installed in accordance with City requirements	Fire suppression devices shall be installed in accordance with City requirements	Site plan and description of fire prevention measures with Fire Marshal/City approval
New Septic Systems	Not permissible	Not permissible	NA

Radioactive Materials	Fixed nuclear density gauges with sources exceeding 50 mCi prohibited	Fixed nuclear density gauges permissible	BRC radioactive material license and protection plan submittal
	Source material other than medical applications uses prohibited	Source material with BRC approval	BRC approval and documentation of RSO and authorized user

Note:

Regulated pollutants = shall consist of PM10, nitrogen oxides, sulfur dioxide, carbon monoxide, volatile organic compounds, lead.

HAP (Hazardous air pollutant) = As defined by Chapter 62-210 F.A.C. as amended.

BRC = Bureau of Radiation Control

RSO = Radiation Safety Officer

Sound = The standards set forth shall not apply to emergency warning devices, lawn care equipment, or construction operations.

Storage of Hazardous or Regulated Chemicals = Aboveground and underground storage tanks regulated by FDEP and utilized for vehicular purposes are permitted in IND-1 and IND-2.

Sec. 4.15. - Nonresidential Controlling Master Site Developments.

4.15.01. *Purpose and intent.* The purpose and intent of this section is to provide standards for a nonresidential controlling master site development. The standards will ensure internal consistency and compatibility with the character of the surrounding neighborhood. Elements of compatibility include the fundamental development pattern of the surrounding neighborhood, predominant building type, and features of site design, scale, and dimensions.

4.15.02. *Applicability.* Nonresidential controlling master site developments and large-scale commercial centers shall comply with the requirements of this section. Such developments shall be planned as a unit and at a minimum, include the following:

A. Shared parking and driveways.

B. Master stormwater facilities.

C. Master drainage system.

D. Pedestrian and vehicular connectivity between sites, structures, and uses.

E. Owners association.

F. Applicable to moderate and major development.

4.15.03. *Development standards.* In addition to the development requirements set forth in this Code, the following requirements apply to nonresidential controlling master site developments:

A. *Building setbacks.*

1. Buildings and ancillary structures within a nonresidential controlling master site development are encouraged to be constructed up to the interior lot line provided a plat has been recorded.

2. Reserved.

3. Setbacks shall be measured from project exterior boundary.

B. *Parking lot orientation.* No more than 60 percent of the off-street parking area for the entire property shall be located between the principal building(s) and the street unless the principal building(s) and/or parking lots are screened from view by abutting development (within outparcels) and additional tree plantings and/or berms.

C. *Pedestrian access.*

1. Continuous internal pedestrian walkways, no less than five feet in width, shall be provided from the public sidewalk or right-of-way to the principal customer entrance of all principal buildings on the site. At a minimum, walkways shall connect focal points of pedestrian activity such as, but not limited to, taxi stands, street crossings, building, and store entry points and shall feature adjoining landscaped areas that include trees, shrubs, benches, flowerbeds, groundcovers, or other such materials for no less than 50 percent of their length.

2. Sidewalks, no less than five feet in width, shall be provided along the full length of each building along any facade featuring a customer entrance, and along any facade abutting public parking areas. Such sidewalks shall be located at least six feet from the facade of each building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the facade.

3. Internal pedestrian walkways shall provide weather protection features such as awnings or porticos within ten feet of all customer entrances, constructed parallel to the facade of the building. This is not intended to extend into the driving aisles or parking areas.

4. All internal pedestrian walkways shall be distinguished from driving surfaces using durable, low-maintenance surface materials such as pavers, bricks, or scored concrete to enhance pedestrian safety and comfort, as well as the attractiveness of the walkways. Signs shall be installed to designate pedestrian walkways.

D. *Public amenities.* A nonresidential controlling master site development shall contribute to the establishment or enhancement of community and public spaces by providing at least two of the following:

1. Patio or seating area.

2. Pedestrian plaza with benches.

3. Transportation center.

4. Window shopping walkways.

5. Outdoor play area.

6. Kiosk area.

7. Water feature.

8. Clock tower.

9. Steeple.

10. Other such focal features or amenities that, in the judgment of the Land Use Administrator based on generally accepted planning principles adequately enhance such community and public spaces.

Any such areas shall have direct access to the public sidewalk network and such features shall not be constructed of materials that are inferior to the principal materials of the building and landscape.

E. *Outdoor storage, trash collection, and loading areas.*

1. Areas for outdoor storage, truck parking, trash collection or compaction, loading, or other such uses shall not be visible from public or private rights-of-way.

2. No areas for outdoor storage, trash collection or compaction, loading, or other such uses shall be located within 20 feet of any public or street, public sidewalk, or internal pedestrian way.

3. Loading docks, truck parking, outdoor storage, utility meters, HVAC equipment, trash dumpsters, trash compaction, and other service functions shall be incorporated into the overall design of the building and the landscaping. This is to ensure that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets, and no attention is attracted to the functions by the use of screening materials that are different from or inferior to the principal materials of the building and landscape.

4. Areas not enclosed for the storage and sale of seasonal inventory shall be permanently defined and screened with walls or fences. Materials, colors, and designs of screening walls or fences and the cover shall conform to those used as predominant materials and colors of the building. If such areas are to be covered, then the covering shall conform to those used as predominant materials and colors on the buildings.

5. Temporary sales/displays, such as Christmas trees, landscape materials, and fireworks, shall follow all requirements as outlined in this Code.

F. *Architecture.* All nonresidential controlling master site developments shall comply with architectural standards established in Chapter 13. In addition, the applicant shall provide, upon request, alternative designs or prototypes in addition to any typical corporate prototype. Alternative designs shall be provided to reflect the local character of the surrounding areas. Design templates may include, but not be limited to, Art Deco, Mediterranean, Main Street, and Green Design.

4.15.04. *Wall signage.* Signs shall be consistent and complementary in style, color, and materials to the style, color, and materials of the principal structure. Refer to Chapter 12 for sign requirements.

4.15.05. *Maintenance of property; abandonment.* During any period of vacancy following relocation of the business and prior to reuse, the vacant building shall meet the following standards:

A. All exterior surfaces shall be maintained and in good repair.

B. The exterior walls shall be maintained free from holes, rotting materials, and graffiti.

C. Roofs and buildings shall be maintained in structurally sound, safe, and weather tight conditions.

D. Window glass shall be in place and maintained in a safe and weather tight condition.

E. The grounds shall be maintained and free of trash, stored materials, inoperative or unlicensed vehicles, and equipment.

F. Accessory structures, such as fences, walls, signs, accessory buildings, or other physical improvements, shall be maintained in a safe condition and free of graffiti.

G. Outdoor sales may be permitted on a case-by-case basis in accordance with this chapter.

H. Outdoor security lighting shall be maintained and operated.

I. Landscaping shall be watered, pruned, and weeded as necessary.

(Ord. No. 2009-26, §§ 27—30, 12-15-09)

Editor's note— Ord. No. 2009-26, § 27, adopted December 15, 2009, changed the title of Section 4.15 from "Large-scale commercial center" to "Nonresidential controlling master site developments."

Sec. 4.16. - Marinas.

4.16.01. *General.* Except as expressly set forth in this section, no application shall be approved by the Land Use Administrator and a permit issued unless the application conforms to the requirements of this Code, and the application fees have been paid.

4.16.02. *Applicability.* When permitted as an accessory use, the marina shall be accessory to a developed use on any waterway within the district. Marinas shall be allowed as specified in Table 3-2 and Table 3-4 and subject to the following standards:

A. *Compliance with federal and state laws.* All marina facilities shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the requirements and permits of the Florida Department of Environmental Protection, St. Johns River Water Management District, and the Army Corps of Engineers. Verification that all necessary permits and/or required studies have been obtained shall be submitted to the City prior to commencing construction activities.

B. *Live aboard watercraft prohibited.* Under no circumstances shall a vessel docked or moored off the pier at a noncommercial marina be used as a live aboard watercraft.

4.16.03. *Permit required.* Any person or entity must be issued a marina facility permit before operating a marina facility within the City.

A. Marina facility permit applications shall be considered and acted upon by the Land Use Administrator and, if applicable, the Planning and Land Development Regulation Board, subject to the terms and conditions of this Code. Marina facility permits, when approved, shall be approved in the form of a development order which may be subject to such terms and conditions as the Planning and Land Development Regulation Board or Land Use Administrator may deem appropriate consistent with the provisions of this Code. Except as provided in this section, no person may cause, suffer, or allow construction of a marina facility without first obtaining a permit from the City. Except as provided in this Code, and after issuance of a permit or permit amendment to the marina facility, no person may cause, suffer, or allow the operation of a marina facility without first obtaining from City staff a final inspection and authorization to begin operation of the marina facility as described in this Code.

B. Except as otherwise expressly stated in this Code, any person who is required by this Code to obtain a marina facility permit or permit amendment shall demonstrate compliance with the performance standards set out in this Code.

C. A person who already has a permit for a marina facility may commence emergency reconstruction of damaged marina facilities without first obtaining a permit amendment from the City, provided that written notice of the commencement of reconstruction activities is provided to the City within 72 hours of commencement of reconstruction. Within 30 working days of commencement of reconstruction, the marina facility owner shall submit an application for a marina facility permit amendment.

4.16.04. *Review authority.*

A. *Application submittal.* An application for a marina facility permit may be submitted on a form provided by the City and shall include such information as the Land Use Administrator may determine necessary.

B. *Land use administrator.* The Land Use Administrator shall perform the technical review for all marina facilities and shall have the authority to approve issuance of development orders for all noncommercial marina facilities.

C. *Planning and land development regulation board.* The Planning and Land Development Regulation Board shall receive recommendations from the Land Use Administrator for commercial marina facilities. The Planning and Land Development Regulation Board shall have the authority to approve issuance of development orders for all commercial marinas.

4.16.05. *Location and configuration.*

A. *General location standards.*

1. No marina facility shall be permitted to be located or configured to extend into navigable waters of the City to such a distance that it would constitute a navigation hazard or a flood control hindrance or would unreasonably infringe upon public legal use of and access to the water surface.

2. Marina facilities shall not be so located or configured in such a way as to potentially displace boating traffic into shallow areas.

3. In accordance with the City's wetland protection regulations and through avoidance and minimization strategies, proposed marina facilities shall demonstrate that impacts to wetlands have been avoided and/or minimized to the maximum extent practicable.

4. A marina facility site may be approved only when the applicant has demonstrated that the location has adequate depths to accommodate the proposed watercraft use. All marina facilities access shall be through existing channels or through areas greater than three feet in water depth at mean low water. If existing channel or through areas contain less than three feet of low mean water depth and dredging is required, the applicant must demonstrate that the initial dredging operations are necessary and measures were taken to avoid and minimize, to the extent practical, negative impacts to environmental resources of the City including, but not limited to, water quality, threatened and endangered species, fish, and wildlife habitat. The issuance of permits to the applicant from the Army Corps of Engineers and the St. Johns River Water Management District or Department of Environmental Protection shall satisfy the requirements of this provision.

B. *Setback requirements.* Marina facilities shall include the following minimum setbacks for structures located over or on the water surface and related facilities:

1. *Adjoining properties.* A 50-foot setback shall be established from the riparian property line of adjoining waterfront properties for marina facilities located on the Intracoastal Waterway. A 25-foot setback shall be established for other navigable waters of the City.

2. *Public water supply wells.* No commercial marina facility or marine service station shall be located within 500 feet of an existing public water supply well that is licensed and operated in accordance with all applicable law.

3. *Designated swim areas.* No marina facility structure shall be located on or over the water surface within 100 feet from any existing City designated swim area.

4. *Residentially designated property.* No commercial marina building or structures, or marine service station, shall be located within 100 feet of a residential property line, unless otherwise specified within this section of the Code.

C. *Property ownership.*

1. Marinas shall be located on and over the navigable waters of the City that are owned, leased, or otherwise controlled by the applicant, or marina owner, or operator and shall not materially and significantly interfere with established legal rights and privileges of an adjoining property

owner including, but not limited to, those conveyed through covenants, deed restrictions, easements, court judgments, or other legally binding documents.

2. The applicant or marina facility owner or operator shall provide the name and address of the owner of the lot or parcel including, but not limited to, that portion of the lot or parcel under the water surface. The applicant shall provide, at a minimum, the following documentation:

   a. An affidavit, in a form prescribed by the City, stating that the applicant owns, leases, or otherwise controls the lot or parcel over which the marina will be located.

   b. If the applicant, or marina facility owner or operator, and the property owner are different individuals or entities, documentation, such as a lease, easement, or other deed-recorded instrument, supporting applicant's claim that the applicant has the authority from the property owner to locate the marina on or over the lot or parcel.

   c. Other documentation, if required by the City, to demonstrate ownership or control, which may include a title opinion from an attorney or a title insurance commitment, if such ownership or control is questioned. Any such title opinion shall state that the attorney has reviewed the chain of title or other appropriate documents and finds that, in the attorney's professional opinion, the applicant is the owner or has the legal right to construct a marina facility on or over the lot or parcel in question.

3. Dock or slips associated with a noncommercial marina facility shall only be sold, leased, used, or otherwise conveyed to residents of the residential development associated with the noncommercial marina. Deed restrictions acceptable to the Land Use Administrator, shall be required to ensure that residents will be subject to restrictions prohibiting residents from improperly using any dock slips or the marina facility and further obligating the residents observance of all rules and policies established by this Code. Deed restrictions shall require that the marina facility be private and that ownership of the marina facility slips, at a minimum, be restricted to residents. Applicable deed restrictions shall require language that prohibits any rental of dock slips by the residents to the public at large. Unit owners may lease their slip(s) to tenants or other unit owners.

4. Docks or slips as an accessory use in the SFR, DPX, EST, AGR, and MPD zoning districts shall not be sold, leased, used, or otherwise conveyed to anyone other than the owner of the lot, parcel, or tract. If the dwelling unit is leased or rented, the dwelling unit is required to be registered with the City in which the dock or slip is automatically included as part of the registered dwelling unit as the dock or slip is an accessory use to the dwelling. Owners of the dwelling unit shall be held responsible for any vessel moored, docked, and/or stored at the dock or slip.

4.16.06. *Protection of water quality.*

A. *Water exchange and flushing action.* The following requirements apply to all marina facilities:

1. Site and design the marina facility such that wind and currents will aid in flushing of the site or renew its water regularly.

2. Site and design the marina facility such that the bottom of the marina facility and the entrance channel are not deeper than adjacent navigable water unless it can be demonstrated that it will not negatively impact flushing and water quality standards.

3. Design marina facilities with as few segments as possible to promote circulation within the basin.

4. Design and locate entrance channels to promote flushing.

5. Establish two openings, where appropriate, at opposite ends of the marina facility to promote flow through currents; provided, however, that when the establishment of two openings is not practical, as determined by the Land Use Administrator, and adequate flushing action is

demonstrated to the Land Use Administrator for the proposed number of slips, two openings shall not be required.

6. Consider other design alternatives in poorly flushed waterbodies (e.g. open marina basin over semi-enclosed design) to enhance flushing.

7. Land surface drainage patterns shall be designed with swales, contours, shallow depressions, or other acceptable water retention and treatment standards, to minimize direct runoff in surface waters.

8. The dredging of new channels to provide marine facility access to a site may be permitted if an applicant can demonstrate to the Land Use Administrator that such activities will improve or maintain surface water quality and flushing and will not cause a safety hindrance to navigation.

B. *Dredging and spoil management.*

1. An applicant must provide a description of the measures taken to avoid and minimize impacts to submerged aquatic vegetation. Submerged aquatic vegetation means shoal grass, paddle grass, star grass, Johnson's seagrass, sago pondweed, clasping-leaved pondweed, widgeon grass, manatee grass, and turtle grass. Appropriate location and complementary design of the dock facility may be necessary to protect shoreline and aquatic vegetation. Mitigation shall be consistent with federal and state regulations.

2. Dredging activities shall be conducted by a qualified contractor familiar with the applicable best management practices concerning dredging operations. All dredging activities shall obtain all necessary permits from the Florida Department of Environmental Protection, the St. Johns River Water Management District, and the Army Corps of Engineers or any other agency with applicable jurisdiction.

3. As part of the application for marina facilities, a dredging maintenance plan shall be submitted to the City. The plan shall describe best management practices, projected amount of dredge materials, and spoil disposal. The plan shall describe anticipated maintenance dredging activities and anticipated maintenance dredging intervals.

4. Dredging shall be prohibited in those special and Outstanding Florida Waters as provided for by the state unless specifically authorized by the Florida Department of Environmental Protection, the St. Johns River Water Management District, or the Army Corps of Engineers.

5. Dredge spoil shall be disposed of in upland areas as approved by applicable federal, state, and local agencies.

6. Designed engineering controls shall be utilized for marina facilities parallel to the Intracoastal Waterway to minimize maintenance dredging unless it can be clearly demonstrated to the Land Use Administrator that the proposed marina facility will not require excessive maintenance dredging. For the purposes of this Code, excessive maintenance dredging means maintaining adequate water depth at the marina facility by the use of maintenance dredging more than one time in a one-year period. In lieu of requiring engineering controls, the owner or applicant may require the utilization of shallow drafting boats. For the purposes of this Code, shallow drafting boats are designed and approved to draft less than two feet of water.

C. *Erosion, shoaling, and shoreline stabilization.*

1. Applicants proposing a marina facility must address existing and future erosion or shoaling in the proposed design. Each development order will have a general condition, which requires the applicant or owner to utilize appropriate erosion control practices and to correct any current or future adverse erosion or shoaling problems.

2. To help prevent shoreline erosion, facilities adjacent to the Intracoastal Waterway shall stabilize the shoreline through the construction of a coquina rock revetment or other suitable material running the length of the shoreline. The revetment work shall occur above the mean high waterline. If necessary, submerged bulkheads shall be installed parallel to the Intracoastal Waterway to alleviate shoreline erosion and prevent excessive shoaling.

4.16.07. *Design of marina facilities.*

A. *Dimensional standards.*

1. The width of a marina facility, inclusive of all structures, shall not exceed 75 percent of the width of the owner's waterfront property line. Newly created shoreline associated with internal basins may be fully developed with marina facilities provided additional marina facilities are not developed in areas along the Intracoastal Waterway abutting a newly created internal basin. Existing vegetative and environmental features of the area immediately abutting the Intracoastal Waterway shall be preserved to the greatest extent feasible in accordance with the City's tree preservation regulations.

2. Total dock surface area shall not exceed ten square feet per linear foot of the applicant's waterfront property line. Calculations for dock surface area shall include gazebos, access walkways, platforms, catwalks, and other associated water-dependant structures. This standard may be increased to 12.5 square feet per linear foot of the owner's waterfront property line if it can be demonstrated to the Land Use Administrator that the additional coverage results in an improved structural or safety design without adverse environmental impacts.

3. Marina facility structures shall not extend further waterward from the edge of the Federal channel of the Intracoastal Waterway than as permitted by the Army Corps of Engineers or other relevant regulatory authority.

4. Walkways shall be constructed above the water level at all times and shall be structurally sound. Main walkway widths shall be a minimum of four feet wide. If significant pedestrian traffic is likely, the width shall be a minimum of six feet. Finger walkways shall be a minimum of three feet wide. Specific areas shall be designated and constructed to ensure handicap accessibility. Where practicable, dock and decking design and construction shall ensure penetration of light sufficient to support existing shallow water habitats.

5. No marina facility structure shall, at any time, extend to a height of more than 20 feet above the mean high water line. Boathouses within a marina facility shall not exceed 13 feet above the top of adjacent bulkhead or revetment and shall not exceed 18 feet above mean sea level (1929 NGVD).

6. Proposed marina facilities and associated structures shall be constructed in a visually pleasing manner as determined by the Land Use Administrator based upon generally accepted planning principles with the existing terrain and vegetation. Structures shall obstruct as little as reasonably practical scenic views from the shoreline or other navigable waters of the City. Long unbroken extensions of line shall be avoided by alleviating long monotonous structures through architectural design and by separating watercraft slips. A 15-foot no slip buffer shall be required for every 20 watercraft slips.

7. Architectural design shall consider pedestrian access to the shoreline area of the Intracoastal Waterway. Design standards shall include, but are not limited to, step-ways as well as the incorporation of raised spans in the dock design.

8. Boathouses within a marina facility shall utilize "hip" roofs and shall not be enclosed or contain walls. All marina facilities that include slips shall be consistent by either having all slips that contain boathouses or no slips that contain boathouses. Roofs for boathouses shall be of the same material and color. Roofs for any purpose other than for a boathouse or slip,

excluding gazebo type structures, may be permitted by the Land Use Administrator using the same criteria as applicable for variances.

9. Fairways shall accommodate a minimum fairway width of one time the length of the longest boat slip.

10. Channel entrances and the channel leading to a marina facility shall provide safety and ease of passage and to promote flushing. Exclusive of any docks or berths, channels and channel entrances shall be at least 40 feet wide or four times the beam of the widest watercraft berthed in the marina facility unless an adequate channel traffic control program is provided.

B. *Vehicular watercraft launching ramps.*

1. Vehicular launching ramps shall be properly placed and designed to ensure minimal impact on aquatic and terrestrial resources.

2. Vehicular launching ramp slopes shall be designed and constructed between 12 and 16 percent above the waterline and 15 to 20 percent below the waterline at mean high water.

3. If practical, launching ramps shall be paved to approximately five feet below the extreme low tide and contain a gravel shelf at the end of the ramp.

4. For safety purposes, a pier or similar structure shall be provided adjacent to the ramp for boarding and holding a boat while launching. If feasible, piers or similar structure should be provided on both sides of the ramp.

5. To provide adequate traction for vehicles, the surface of the ramp shall be scored or patterned. Deep grooves in concrete should be perpendicular to the slope of the ramp to provide adequate traction for vehicular traction.

6. Ramps shall be adequately maintained and kept free of algae growth and siltration.

7. Adequate safety lighting and appropriate warning signs are required.

C. *Safety design standards and certification.*

1. All marina facilities shall be designed and maintained in such a manner as to ensure public safety.

2. Fire suppression devices and other associated firefighting facilities shall be installed. Accommodations shall be made and approved by the Land Use Administrator to provide appropriate accessibility for firefighting response teams. Marina facilities shall be constructed in such a manner that would not increase the risk of fire to nearby residential dwellings or that would reasonably be deemed to cause an increase in fire insurance premiums of nearby structures.

3. All permit and permit amendment applications for construction or modification or expansion of a marina facility must contain a signed certification from a professional engineer or architect authorized to do business in the state of Florida. The certification must state that the civil, structural, electrical, mechanical, plumbing, and other associated systems of the marina facility are designed to ensure public safety and comply with the most recent editions of the following codes: Florida Building Code, National Electrical Code, Fire Prevention Code, and National Fire Protection Association.

4. Upon completion of construction, expansion, or modification of a marina facility, the applicant shall submit follow-up certifications (as-builts) signed by the engineer, architect, and/or master electrician stating that the construction, expansion, or modification was completed in accordance with above-referenced publications and plans submitted to and approved by the City.

5. With respect to the electrical requirements only, in lieu of an engineer's certification, a master electrician may design and certify the electrical installations and systems of a marina facility as complying with the most recent editions of the National Electrical Code.

4.16.08. *Performance standards.* All marina facilities shall be designed, constructed, and operated to protect the natural resources of the City and prevent wastewater and other pollutants from entering water. Except as otherwise expressly stated in this Code, any person who is required to obtain a marina facility permit or permit amendment shall demonstrate compliance with the performance standards set out in this section.

A. *Natural resource analysis statement.*

1. *All marina facilities.* An applicant for a marina facility permit shall prepare and submit as part of the application a natural resource analysis statement, which shall describe the following specific impacts listed below and further identify those best management practices that will be implemented by the applicant to minimize potential environmental impacts. The applicant shall use the results of the natural resource analysis statement to design and operate the marina facility with the least amount of environmental impact reasonably achievable. The applicant is encouraged to consider for inclusion those best management practices listed below after each specific impact, but may include alternative best management practices that are comparable to those listed.

   a. Solid waste collection and disposal.

   b. Litter and debris collection and disposal.

   c. Watercraft cleaning.

   d. Source pollution control.

2. *Noncommercial marinas.* An applicant for a noncommercial marina permit shall prepare and submit as part of the application, a natural resource analysis statement, which shall describe the following specific impacts listed below and further identify those best management practices that will be implemented by the applicant to minimize such impacts:

   a. Watercraft sewage management.

   b. Hazardous material storage.

3. *Commercial marinas.* An applicant for a commercial marina permit shall prepare and submit as part of the application, a natural resource analysis statement, which shall describe the following specific impacts listed below and further identify those best management practices that will be implemented by the applicant to minimize such impacts. Upon two years following application approval and construction, a commercial marina shall pursue a "Clean Marina" designation from the Department of Environmental Protection, Clean Marina Program.

   a. Watercraft sewage management.

   b. Hazardous material storage and pollution prevention.

B. *Threatened and endangered species.* All marina facilities shall comply with all applicable laws, rules, regulations, and Ordinances that relate to the protection of endangered or threatened species or species of special concern or which otherwise protect fish and wildlife.

C. *Dockmaster.* All commercial marina facilities shall provide for a dockmaster. All noncommercial marina facilities that include greater than 40 slips shall provide for a dockmaster. The purpose of the dockmaster is to oversee the proper usage of the facility and to ensure compliance with the applicable provisions and requirements of this section.

D. *Marine service station.* Marine service stations shall be permissible in commercial marinas in compliance with the following provisions:

1. All construction, components, and operational maintenance standards of marine service station fuel systems shall comply with all federal, state, and local regulations and be constructed in a manner to avoid spills. If a spill occurs, it shall be promptly reported in accordance with all federal, state, and local requirements.
2. Provide fueling stations with spill containment equipment, adequate supply of absorbent materials, and other necessary equipment to clean up any minor spills that may occur.
3. Promote the use of oil-absorbing materials in the bilge areas of all watercraft with inboard engines. Encourage the examination of these materials at least once a year and replace as necessary. Provide receptacles to recycle materials, if possible, or dispose of them in accordance with all applicable disposal laws, rules, and ordinances.

E. *Risk management for marina facilities.*

1. *Fire hazards.* No activity shall be conducted, and no materials will be stored of such a nature, or in such a manner, so as to constitute a fire hazard. When an activity is being conducted which could constitute a fire hazard, it shall be the responsibility of the party involved to have proper fire protection on the site as determined by the City Fire Marshal.
2. *Hurricane contingency plan.* Marina facilities shall prepare and make available a hurricane contingency plan, which shall include those methods to be taken to secure property and facilities at a marina facility. Commercial marinas shall provide educational materials that include procedures for securing of watercraft for those who own or rent space at the commercial marina.
3. *Lighting.* Marina facilities shall be continuously lighted from sunset to sunrise and during periods of restricted visibility.
    a. The minimum safety lighting shall adequately define the presence of all structures located on or over the water surface.
    b. When possible, lighting shall be so located and configured or shielded so as not to present a hazard to navigation and to minimize ambient light pollution.
    c. Marina facility lighting shall be wired with a photo-electric cell-operated switch so that the lights will automatically operate.
    d. All watercraft proceeding within the marina confines shall be at "idle speed - no wake", meaning a very slow speed whereby the wake or wash created by the watercraft would be minimal, and shall adhere to any limits related to manatee protection areas.
    e. Personal throwable flotation devices shall be readily available on the marina facility at intervals of every 100 feet at the marina facility. Ladders shall be installed in appropriate locations and intervals to provide emergency access to the surface water within a marina facility.

F. *Prohibited acts.*

1. It is prohibited and unlawful for a watercraft to transmit stray electrical current. Compliance with this requirement will be deemed satisfied when the electrical resistance is more than 1,000 ohms as measured between the water adjacent to the watercraft and all of the three alternating current conductors at the dock end of the shore power cord. This cord, at the time of measurement, must be connected to the watercraft's alternating current terminals. The watercraft's alternating current circuit shall be switched to the "on" position and connected as for normal dockside operation.
2. If a watercraft is found by a certified electrical contractor or a certified marina electrical contractor to be producing stray current, notice shall be given to the owner and a reasonable amount of time provided to correct the problem. Notwithstanding the foregoing, the marina

owner or operator or the dockmaster shall have the authority to disconnect the watercraft from shore power immediately if the level of stray current being produced poses a real and immediate threat to personal safety or the rapid corrosion of the watercraft and/or its neighboring watercraft/structures. If the watercraft is unplugged upon discovery of the stray current, every effort will be made to promptly notify the watercraft's owner as to the action taken. The dockmaster, however, shall assume no liability whatsoever for any losses or damage suffered from the denial of shore power to a watercraft producing stray current. If the problem is not corrected in a reasonable amount of time, the dockmaster will have the right to disconnect the watercraft from shore power until corrective action is taken. If the licensee reconnects the watercraft without being fixed, for any other purpose than stray-current testing, the dockmaster may deny use of shore power. Continued reconnection to shore power, if the watercraft's ground fault has not been corrected, may result in the cancellation of the berth license agreement. Shore power cords shall be of the three wire type including a functioning ground wire with insulation types SO, ST or STO and with a wire thickness in accordance with all applicable building and safety codes. Cords that are found to be a significant hazard to personal safety shall be unplugged immediately.

3. It is prohibited and unlawful to carry, store, or transfer either gasoline or diesel onto any dock of any marina facility, except for less than 25 gallons of premixed outboard motor fuel. All other fueling shall be accomplished at a marina service station or other appropriate location.

4. It is prohibited and unlawful for an owner, operator, or person in command of any watercraft to operate or allow such watercraft to be operated within a marina facility at a speed in excess of posted limits, or in any reckless or negligent manner. Watercraft operators and owners shall be responsible for any damage or injury produced by their creation of an excessive wake within a marina facility.

5. It is prohibited and unlawful to tie up, moor, or operate a watercraft in a marina facility area in such a manner as will prevent or obstruct the passage of other watercrafts or voluntarily or carelessly sink any watercraft in any channel, or float loose timbers, logs, or piles in any channel in such a manner as to obstruct, impede, or create a menace to navigation.

6. It is prohibited and unlawful to swim, dive, water-ski, or skin dive within a marina area; provided, however, that a person may dive or skin dive for the purpose of bona fide scientific research, inspection of the marina or a watercraft, maintenance of a watercraft, or making of emergency repairs on any watercraft.

7. Live-aboard watercraft is prohibited and unlawful in a noncommercial marina facility.

8. It is prohibited and unlawful to discharge any human waste whatsoever, or any substance or material deleterious to fish, plant, or bird life from a watercraft except in a lawful manner. Waste of any nature may only be disposed of in accordance with law and it is prohibited and unlawful to dispose of waste in any manner contrary to law or in a manner that could reasonably result in adverse impact to natural resources or the public health, safety, or welfare.

9. It is prohibited and unlawful to allow a person to perform any work on, or provide any service to any licensee or watercraft within a marina for which such person receives a fee, compensation, or any other thing of value, unless such person has first paid the City's local business tax.

10. It is prohibited and unlawful to conduct any activity that endangers any endangered or threatened species or species of special concern or to threaten, harass, or endanger wildlife in a manner inconsistent with the provisions of federal and state law, regulations, or ordinances.

G. *Abandoned, derelict, and hazardous structures.*

1. No abandoned, derelict, or hazardous marina structures shall be allowed upon navigable waters of the City or shores of the City. Marina facility structures that are likely to damage private or public property or become a hazard to navigation shall not be permissible.
2. The owner, homeowners association, or other legal authority responsible for the marina facility shall be responsible for providing maintenance and repairs of the marina facility and associated structures. Structures that are found to be hazardous to the public health safety, and welfare or damaging to environmental resources, are subject to being removed following written notification by the City.
3. Refer to Palm Coast Code section entitled "Abandoned or Derelict Vessels."

4.16.09. *Inspections.*

A. *Right of entry.* Authorized agents, firefighting personnel, law enforcement officers, or employees of the City shall have the right to enter at all reasonable times in or upon any property, whether public or private, for the purpose of inspecting and investigating conditions relating to construction, modification, or operation of a marina facility or existing marina facility. The City shall not enter private property having management in residence without first notifying the management, or the person in charge at the time of the inspection, of their presence and exhibiting proper credentials. Authorized City employees shall observe the rules of the establishment being inspected concerning safety and fire protection. Nothing in this section, however, shall preclude a law enforcement officer from entering the property without notice to investigate suspected criminal activity as might otherwise be allowed under the laws of the State of Florida.

B. *Final inspection.* When a development order for a marina facility is issued in accordance with the requirements of this Code and upon completion of construction activities, the City will complete a final inspection of a marina facility to ensure that it is in compliance with all applicable regulations and construction standards, and is consistent with approved construction plans prior to operation. The following items shall be provided to the City prior to initiating a final inspection:

1. Four copies of as-builts;
2. Auto Cad format as-builts provided on a compact disc;
3. All original testing reports;
4. All federal, state, and other applicable permits or clearance letters; and
5. Certificate of completion from the engineer stating that the marina facility has been constructed per his/her signed and sealed construction plans.

4.16.10. *Exemptions.* The following are exempt from the provisions of Section 4.16:

A. Docks as an accessory use to a single-family home abutting a single-family lot.

B. Marina facilities existing, or which have not been constructed, but have received local governmental approval prior to August 19, 2008 shall be exempt from the provisions of this Code, but shall be subject to all other applicable permit requirements of any and all agencies with jurisdiction. Any modification to marina facilities to increase the existing number of slips will be subject to the provisions of this Code.

4.16.11. *Deviations and variances.*

A. *Deviations.* The Land Use Administrator may issue a deviation of up to five percent of any development standard contained herein if it is determined that the effect of the deviation is minimal or insignificant and meets the variance conditions in Subsection 4.16.11.B below. Any deviation request shall be submitted in writing and approval shall be issued in writing.

B. *Variance.* The Planning and Land Development Regulation Board shall have the power to grant a variance to the provisions of this Code where strict adherence to one or more of the standards would either: 1) result in an undue hardship demonstrated on the basis of an irregular or unusual shoreline configuration; or 2) result in marina facility design or placement which, for unintended or unanticipated reasons, does not meet the general purposes and intent of this Code. Variance requests shall be in accordance with requirements established in Chapter 2 and shall also be evaluated based upon their effects or impacts on:

1. State surface water quality standards;
2. Endangered and threatened species;
3. Navigability within the marina facility or the abutting waterbodies;
4. Abutting properties including, but not limited to, waterfront usability, views, or riparian rights;
5. The public health, safety, and welfare including, but not limited to, boater safety, the provision of fire safety mechanisms, and provision of adequate sanitary sewer facilities; and
6. The variance, if granted, shall not impair the overall purposes and intent of this Code.

(Ord. No. 2009-26, §§ 31—33, 12-15-09)

Sec. 4.17. - Outdoor Oriented Uses and Activities.

4.17.01. *Outdoor storage in SFR, EST, DPX, MHD, and MFR Districts.* Refer to Chapter 44, Article II in the City of Palm Coast Code of Ordinances.

Refer to Section 4.19 for temporary uses, i.e. special events, and seasonal promotions and sales.

4.17.02. *Outdoor storage in COM, OFC, PSP, IND, P&G, and PRS Districts.* Where outdoor storage is a principal permitted use or a regularly recurring accessory use (not including outdoor displays of merchandise) in nonresidential zoning districts the following requirements shall apply:

A. *Screening.*

1. Screening shall be attained through one of the following options:
   a. Landscape material in conjunction with a black vinyl chain link fence at least six feet in height, or more than six feet when used to screen shipping containers.
   b. Opaque fence or wall meeting the requirements outlined in Section 4.01.
   c. Architectural features consistent with all approved structures on site.
   d. An administrative waiver may be granted by the Land Use Administrator upon a finding that a natural buffer or wetland area adequately screens the area.
2. No merchandise, equipment, machinery, materials, motor vehicles, or other items (including shipping container storage areas) shall be stored above the height of the screening.

B. *Shipping container storage.* Temporary storage of shipping containers is allowed if storage is limited to a 90 calendar day period, with containers not to be replaced within 90 calendar days. Temporary areas used for shipping container storage shall be depicted on site plans. Containers shall be located a minimum of 20 feet from all building openings on a durable all weather surface and shall not be located where visible from any surrounding rights-of-way, in any driveways, fire lanes, pedestrian ways, or parking spaces required to meet the minimum standards for the site.

4.17.03. *Outdoor display of merchandise.*

A. *Outside displays.* Outside retail displays (not including seasonal promotions and sales—refer to Subsection 4.19.04) shall be permitted during normal business hours when located on the same lot as an existing retail business that is operating from an approved building provided that:

1. Outside displays are subordinate and accessory to the existing business;
2. Outside displays are conducted only by the owner or tenant leasing a unit on the site;
3. Outside displays are limited to the goods and services normally offered by the owner or tenant leasing a unit;
4. Outside displays are consistent with the zoning of that parcel;
5. Outside displays do not hinder required access to the site or create safety hazards;
6. Outside displays are located adjacent to the building and not located within any portion of the vehicular use area; and
7. The outside display area was depicted on a site plan.

B. *Vending machines.* A maximum of two vending machines per 100 feet of linear building frontage shall be permitted outside of commercial buildings provided they are located under roof, placed flush against a building wall, and do not obstruct pedestrian accessibility.

Sec. 4.18. - Recreational Vehicle Parks.

4.18.01. *Intent.* It is the intent of the City to provide for areas to be developed for the parking of recreational vehicles, travel trailers, motor homes, camping tents, and trailers occupied as a temporary living quarters in an environment that provides for recreational amenities and on-site conveniences. It is further intended that the individual spaces not be marketed or sold for individual ownership, but that the site be retained in a form of single or common ownership.

4.18.02. *Applicability.* The regulations in this section apply to all developments providing for the accommodation of transient recreational vehicles, camping tents, and trailers in zoning districts that allow such uses as permitted, limited, or special exception.

4.18.03. *Limitations.* Recreational parks are intended for temporary accommodations and shall not be developed for permanent residential use or for homesteading purposes. An occupant shall not remain in the same recreational park for a period exceeding six months in any 12-month period. Spaces shall be rented by the day, week, or month only.

4.18.04. *Permitted uses, facilities, and structures.*

A. Parking of recreational vehicles, travel trailers, motor homes, camping tents, cabins, ~~and~~ trailers, and residential manufactured buildings pursuant to Florida Statute 553.382.

B. Recreational facilities including, but not limited to, community room or center, fields and courts, playgrounds, docks, swimming pools, boat-launching areas, picnic areas, beaches, amphitheaters, outdoor pavilions, and similar facilities.

C. Shower, restroom, laundry, and maintenance facilities.

D. A central clubhouse, which may include an office, restaurant, fitness center, general store, meeting/event space, and similar uses. These types of uses shall be available to guests but may be opened to the public.~~Sale of groceries, sundries, (liquefied petroleum gas, bait, tackle, and supplies).~~

E. Management office and manager or caretaker residence.

F. The only permitted enclosed storage structure and garage facilities are those associated with the park manager or caretaker residence.

G. Free standing screen rooms and/or cabanas may be permitted if such structures are totally independent from the recreational vehicle and shall be constructed in such a manner as not to impede the immediate removal of any recreational vehicle from its designated site.

H. Concrete slabs, decks, and patios may be permitted provided such facilities are detached and structurally independent from the accompanying recreational vehicles and in no way impede the immediate removal of recreational vehicles from the site.

I. An accessory storage area for registered recreational vehicles, boats on trailers, and utility trailers belonging exclusively to park guests, provided this area does not exceed 10 percent of the overall property area. Any such area is subject to screening from public rights-of-way as required by Section 5.04.10.

J. Pet-friendly amenities, including, but not limited to, dog parks, pet wash stations, and pet-friendly designated accommodation areas.

4.18.05. *Development standards.*

A. *Size.*

1. The minimum area for a recreational park shall be three acres.

2. The minimum recreational vehicle space size shall be 30 feet by 60 feet.

3. The minimum tent or camping site size shall be 500 square feet.

4. The minimum cabin or residential manufactured building site size shall be 1,500 square feet.

B. *Setbacks.*

1. All structures shall comply with the minimum building setback requirements of the zoning district upon which the subject property is located, except that no RV, cabin, residential manufactured building, or tent space site shall be located within 30 feet of the project's perimeter.

2. All commercial structures that are accessory to the principal use shall be oriented to the interior of the recreational park.

3. When a recreational vehicle park is adjacent to an existing platted single-family residential subdivision, a minimum perimeter buffer of fifty (50) feet shall be provided between the recreational vehicle park and the adjacent residential subdivision.

C. *Building height.* The maximum building height shall be 35 feet.

D. *Utilities.*

1. Central water and sewer facilities and electricity shall be provided except for primitive campgrounds designed for tents only.

2. Dumpsters for trash and recyclables shall be located no farther than three 300 ~~[~~feet~~]~~ from any individual site.

3. Unless every recreational vehicle site has a sanitary waste outlet, a central pump-out station shall be provided.

E. *Landscaping and buffers.* Landscaping and buffers shall be required as outlined in Chapter 11.

F. *Recreation areas.* There shall be at least one active recreational area comprising at least five percent of the total land area of the project. The recreation area shall be easily accessible to all occupants of the project. Such areas shall be easily accessible to all guests and shall

not include RVs, cabins, residential manufactured buildings, tent sites, street rights-of-way, buffer strips, or storage areas.

G. *Parking.*

1. Parking for individual sites is not required to be paved. However, sufficient space shall be provided at each site to accommodate at least one vehicle.

2. Off-street parking spaces meeting the parking requirements outlined in Chapter 5 shall be provided for all other uses within the recreational vehicle park.

H. *Access.*

1. The recreational vehicle park shall be located ~~near~~ on an arterial or collector road. No entrance or exit to a recreational vehicle park shall be allowed through a residential district. Recreational vehicle parks with a combination of 100 or more recreational vehicle spaces, cabin spaces, or residential manufactured buildings shall provide a secondary access.

2. All accessory structures shall only be accessible from a street within the recreational park.

Sec. 4.19. - Temporary Uses.

The temporary uses included in this section are not meant to be all-inclusive or to address every type of use or special event that may occur from time-to-time. Uses and events not specifically included in this section shall be reviewed by the Land Use Administrator to determine if the proposed use or event is temporary and how it should be regulated. Determinations and requirements established by the Land Use Administrator may be appealed to the Planning and Land Development Regulation Board and the City Council in accordance with the appeal procedures established in Chapter 2.

4.19.01. *Construction trailers.* Construction trailers are permitted to provide contractors with a temporary shelter for office use, project management, and on-site storage of equipment in conformity with the following standards:

A. Only one temporary construction trailer per contractor for office use within the construction site is permitted. Additional trailers may be approved on a case-by-case basis as determined by the Land Use Administrator based upon clear evidence of necessity.

B. The placement of the trailer(s) on the site is subject to review and approval by the Land Use Administrator.

C. The trailer(s) shall be removed within three working days following the Land Use Administrator's acceptance of the construction completion.

D. Approved water and wastewater facilities shall be provided.

E. Pedestrian access shall be provided from the parking area to the office.

F. A fence or similar barrier shall be provided to prevent visitors and customers from entering the construction area.

G. Only one identification sign per trailer is permitted. The sign area shall not exceed six square feet.

4.19.02. *Model homes.*

A. *Intent and applicability.* This section is intended to ensure that impacts associated with model homes in residential zoning districts are temporary in nature and reasonably controlled. This section is applicable to model homes located in residential zoning districts and does not apply to model home centers located in commercially zoned areas.

B. *General.* The following are required prior to the issuance of a certificate of occupancy for a residential dwelling to be used as a model home:

1. City water and wastewater facilities shall be operating and accessible to the public.
2. Adequate fire protection shall be in place.
3. A stabilized access road shall be in place.

C. *Duration of use.* A residential dwelling unit may be used as a model for a maximum period of five years from the date the certificate of occupancy is issued. Any residential dwelling unit legally permitted as a model as of the effective date of this ordinance shall be permitted to remain as a model home until January 1, 2016.

Permitted and prohibited activities.

1. A model home may be used for activities typical to an "open house" for sale, including tours by a real estate agent and negotiation or execution of sales contracts for the sale of that builder's homes or products.
2. A model home shall not:
   a. Be used as a primary or secondary office for a homebuilder or real estate agent with regard to conducting business activities outside of those permitted above.
   b. Be used for storage of building materials.
3. The garage of the model home may be used as an office for sales staff if separate off-street parking is provided.
4. The garage must be equipped with a standard garage door, unless dedicated off-site parking is provided, excluding rights-of-ways.
5. If the space for the required garage has been converted to space for purposes other than a garage, the space must be converted back to a residential garage and equipped with a standard garage door prior to the sale and use as a dwelling unit.

D. *Hours of operation.* A model home may be open to the public during the following time periods:

1. *Monday through Saturday:* Between the hours of 9:00 a.m. and 6:00 p.m.
2. *Sunday:* Between the hours of 12:00 noon and 5:00 p.m.
3. *Holidays:* Between the hours of 10:00 a.m. and 5:00 p.m.

E. *Signage.* Refer to Chapter 12 in this Code.

F. *Lighting.* Lighting at the sites of model homes shall be limited to interior and exterior lighting normally associated with single-family residences. Exterior flood lights may not be used.

4.19.03. *Sales trailers and leasing offices.* Temporary sales and leasing offices for residential development are allowed in any residential zoning district. In addition to applicable zoning district regulations, a temporary sales and leasing offices must comply with the following standards:

A. The development plan for the residential development shall indicate the location of the temporary sales and leasing offices.

B. Only one sales trailer shall be allowed for every 200 lots or units.

C. Temporary sales and leasing offices proposing to operate for a period of six months or less shall be skirted and landscaped. In addition, temporary sales and leasing offices remaining for a period greater than six months shall be located on a concrete slab or stem wall and shall be skirted and landscaped. Temporary sales and leasing offices may be used for a

maximum period of two years from the date the certificate of occupancy is issued. The Land Use Administrator may grant a one-year extension.

D. Pedestrian access shall be provided from the parking area to the office.

E. Parking shall be provided on a paved surface and shall be designed to prevent the need to back onto a street right-of-way or pedestrian-way.

F. A fence or similar barrier shall be provided to prevent visitors and customers from entering the construction area.

G. Only one identification sign per office is permitted. The sign area shall not exceed six square feet.

H. Water and wastewater facilities shall be provided.

4.19.04. *Seasonal promotions and sales.*

A. *General requirements.* Seasonal and holiday related promotions and sales including, but not limited to, Christmas tree sales, pumpkin sales, fireworks, etc., may be permitted subject to the following:

1. The use is consistent with the zoning, development, and dimensional standards of that parcel;

2. If a tent, electric, or water is used, a building permit is required;

3. All local business license taxes shall be paid;

4. The use may be permitted for a maximum period of 45 consecutive days;

5. Written, notarized permission from all owners of record of the property, or authorized agent of the owner (must provide proof of being an authorized agent), shall be submitted to the City.

6. A plan shall be submitted illustrating the location of the space for the seasonal sale and depicting, at a minimum, the following:

a. Adequate and safe ingress and egress;

b. On-site parking availability; and

c. Sanitary facilities.

7. The use does not result in the reduction of any existing parking spaces to less than the minimum number of spaces required for the primary use.

B. *Determination of additional seasonal events.* The Land Use Administrator shall determine the types of event, other than those listed herein, that constitute a seasonal holiday related promotion or sale.

4.19.05. *Special events.* Refer to the City of Palm Coast Code of Ordinances.

(Ord. No. 2009-26, § 34, 12-15-09; Ord. No. 2010-13, § 2, 10-5-10)

Sec. 4.20. - Wireless Telecommunications.

4.20.01. *Legislative purposes.*

A. The legislative purposes of this section are to:

1. Promote the health, safety, and general welfare of the public by regulating the siting of wireless communication facilities.

2. Minimize the impacts of wireless communication facilities on surrounding areas by establishing standards for location, structural integrity and land use compatibility.

3. Establish standards for preferred siting, design and screening by requiring consistency with the City's Wireless Master Plan, consistent with the Telecommunications Act of 1996, and Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 ("Spectrum Act").

4. Encourage the use of public lands, buildings, and structures as locations for wireless telecommunications infrastructure thereby establishing more ability to manage selected sites identified in the City's Wireless Master Plan.

5. Encourage coordination and collocation of antennas on existing structures to meet coverage needs and promote the efficient use of existing infrastructure.

6. Accommodate the growing need and demand for wireless communications services in a manner that ensures the placement, construction or modification of wireless communication facilities complies with all applicable state and federal laws.

7. Ensure there is sufficient wireless infrastructure to support public safety communication services throughout the City, including times of evacuation and disaster response.

8. Encourage providers of wireless communication facilities to locate wireless communication facilities in areas where the need is demonstrated and planned for and adverse impacts on the community is minimal.

9. Respond to the rational policies embodied in the Telecommunications Act of 1996 in such a manner as not to unreasonably discriminate between providers of functionally equivalent personal wireless services or to prohibit or have the effect of prohibiting personal wireless services.

10. Ensure that land use decisions are made in consideration of, and in compatibility with, the goals, objectives and policies of the City of Palm Coast Comprehensive Plan and its land development regulations as set forth in the Land Development Code (LDC).

B. It is the intent of this section that all actions of the City be consistent with controlling federal and state law.

C. The City Council of the City of Palm Coast hereby finds and determines that this section is consistent with the goals, objectives and policies of the City of Palm Coast Comprehensive Plan and other controlling law.

4.20.02. *Definitions.*

Ancillary structure means, for the purposes of this section, any form of development associated with a WCF including, but not limited to: foundations, concrete slabs on grade, guy anchors, generators, and transmission cable supports; provided, however, specifically excluding equipment cabinets.

Antenna means any apparatus designed for the transmitting and/or receiving of electromagnetic waves including, but not limited to: telephonic, radio or television communications. Types of elements include, but are not limited to: omni-directional (whip) antennas, sectionerized (panel) antennas, multi or single bay (FM and TV), yagi, or parabolic (dish) antennas.

Antenna array means a single or group of antenna elements and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving electromagnetic waves.

Antenna element means any antenna or antenna array.

Anti-climbing device means a piece or pieces of equipment, which are either attached to an antenna support structure, or which are freestanding and are designed to prevent people from climbing the structure. These devices may include, but are not limited to, fine mesh wrap around structure legs, "squirrel-cones," or other approved devices, but excluding the use of barbed or razor wire.

Attached WCF means an antenna or antenna array that is secured to an existing base station with any accompanying pole or device which attaches it to the building or structure, together with transmission cables, and an equipment cabinet, which may be located either on the roof or inside/outside of the building or structure. An attached WCF is considered to be an accessory use to the existing principal use on a site.

Base Station means a structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined herein, or any equipment associated with a tower. "Base station" includes, without limitation:

1. Equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
2. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including distributed antenna systems ("DAS") and small-cell networks).
3. Any structure other than a tower that, at the time the relevant application is filed with the City under this subsection, supports or houses equipment described in subsections (1) and (2) of this definition that has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing that support.

The term does not include any structure that, at the time the relevant application is filed with the City under this subsection, does not support or house equipment described in subsections (1) and (2) of this definition.

Breakpoint technology means the engineering design of a monopole wherein a specified point on the monopole is designed to have stresses concentrated so that the point is at least five percent more susceptible to failure than any other point along the monopole so that in the event of a structural failure of the monopole, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the monopole.

Collocation means to install, mount, maintain, modify, operate, or replace one or more wireless communication facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not include the installation of a new utility pole or wireless support structure in the public rights-of-way. (F.S. § 337.401 (7)(b)7).

Combined antenna means an antenna or an antenna array designed and utilized to provide services for more than one wireless provider for the same or similar type of services.

Concealed means a tower, base station, ancillary structure, or equipment compound that is not readily identifiable as a wireless communication facility, and is designed to be aesthetically compatible with existing and proposed building(s) and uses on a site or in the neighborhood or area. There are two types of concealed facilities:

1. Concealed base stations may include painted antenna and feed lines to match the color of a building or structure, faux parapets, windows, dormers, or other architectural features that blend with an existing or proposed [building] or structure.

2. Concealed freestanding towers which look like something else that is common in the region such as a church steeple, bell tower, clock tower, light standard, flagpole with a flag that is proportional in size to the height and girth of the tower, or tree that grows naturally or is commonly found in the area.

Development area means the area occupied by a WCF including, but not limited to, areas inside or under the following: an antenna-support structure's framework, equipment cabinets, ancillary structures and accessways.

Eligible Facilities Request means any request for modification of an existing tower or base station that, in accordance with the definitions contained in FCC regulations codified at 47 C.F.R. § 1.40001, does not substantially change the physical dimensions of the existing support structure and is requesting:

1. Collocation of new transmission equipment;
2. Removal of existing transmission equipment; or
3. Replacement of existing transmission equipment.

Eligible support structure means any tower or base station that is existing at the time the relevant application is filed with the City under this subsection.

Environmentally Sensitive Lands are as provided in Chapter 10 of the Unified Land Development Code - Environmental and Cultural Resource Protection.

Equipment cabinet means any structure above the base flood elevation including, but not limited to, cabinets, shelters, pedestals, and other similar structures. Equipment cabinets are used exclusively to contain radio or other equipment necessary for the transmission or reception of wireless communication signals.

Equipment compound means the fenced area surrounding the ground-based wireless communication facility including, but not limited to, the areas inside or under the following: the tower's framework and ancillary structures such as equipment necessary to operate the antenna on the WCF that is above the base flood elevation including: cabinets, shelters, pedestals, and other similar structures.

Equipment facility means a room, cabinet, shelter, pedestal, build-out of an existing structure, building, or similar structure used to house ancillary equipment for a communication tower or antenna. Each such cabinet, shelter, or building shall be considered a separate equipment facility.

Existing means a constructed tower or base station existing for purposes of this section that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this subsection.

Expedited collocation application means collocation applications, or portions thereof, on towers or base stations, excluding collocations on a historic building, structure, site, object, or district, that meet the criteria set forth in F.S. § 365.172 (13)(a), as amended.

FAA means the Federal Aviation Administration.

FCC means the Federal Communications Commission.

Feed lines means cables used as the interconnecting media between the transmission/receiving base station and the antenna.

Flush-mounted means any antenna or antenna array attached directly to the face of the support structure or building such that no portion of the antenna extends above the height of the support structure or building. Where a maximum flush-mounting distance is given, that distance shall be

measured from the outside edge of the support structure or building to the inside edge of the antenna.

Freestanding WCF or *collocations* means those where the antenna or antenna array is located on towers, concealed or nonconcealed, together with the ancillary structures, feed lines, equipment shelters, and other necessary facilities, which may be located either on or in the tower.

Geographic search ring means an area designated by a wireless provider or operator for a new base station, produced in accordance with generally accepted principles of wireless engineering.

Guyed structure (see tower). Guyed structures for new WCFs are prohibited within the City.

Handoff candidate means a wireless communication facility that receives call transference from another wireless facility, usually located in an adjacent first "tier" surrounding the initial wireless facility.

Lattice structure (see Tower). Lattice structures for new WCFs are prohibited within the City.

Least visually obtrusive profile means the design of a wireless communication facility intended to present a visual profile that is the minimum profile necessary for the facility to properly function.

Level I refers to a wireless communication facility permit subject to administrative review and approval by the Land Use Administrator or designee, with no public hearing requirement.

Level II refers to wireless communication facility permit subject to the special exception approval process set forth in Section 2.07 of the Land Development Code, except that the application review and approval timeframes set forth in Section 4.20.10 shall apply. New towers proposed in non-Wireless Master Plan Sites shall require Level II permits. All other installations only require Level I permits.

Micro Wireless Facility (see Section 42-103).

Modification means a modification of an existing tower or base station to increase the height, or to improve its integrity, by replacing or removing one or several tower(s) located in proximity to a proposed new tower in order to encourage compliance with this section or improve aesthetics or functionality of the overall wireless network.

Monopole structure (see Tower).

Non-concealed WCF means a wireless communication facility that is readily identifiable as such and can be either freestanding or attached.

Personal wireless service means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services, as defined in the Telecommunications Act of 1996.

Public safety communications equipment means all communications equipment utilized by a public entity for the purpose of ensuring the safety of the citizens of the City and operating within the frequency range of 700 MHz and 1,000 MHz and any future spectrum allocations at the direction of the FCC.

Public View means a non-amplified visual range of site from rights-of-way, sidewalks, adjacent properties, or other publically accessible vantage points.

Radio frequency (RF) emissions means any electromagnetic radiation or other communications signal emitted from an antenna or antenna-related equipment on the ground, antenna support structure, building, or other vertical projection.

Radio frequency (RF) propagation means wireless telecommunications signal service area as shown on maps.

Satellite Earth Station means a single or group of parabolic (or dish) antennas are mounted to a support device that may be a pole or truss assembly attached to a foundation in the ground, or in some other configuration. A satellite earth station may include, but is not limited to, the associated separate equipment cabinets necessary for the transmission or reception of wireless communications signals with satellites.

Site means for towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower, and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.

Small wireless facility (See Section 42-103).

Substantial Change means a modification that substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

1. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than ten percent or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than ten percent or more than ten feet, whichever is greater. Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act;
2. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
3. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no preexisting ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than ten percent larger in height or overall volume than any other ground cabinets associated with the structure;
4. It entails any excavation or deployment outside the current site;
5. It would defeat the concealment elements of the eligible support structure; or
6. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment; provided, however, that this limitation does not apply to any modification that is noncompliant only in a manner that would not exceed the thresholds identified in subsections (1) through (4) of this definition.

Tower means any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. Towers do not include any device used to attach antennas to an existing building, unless the device extends above the highest point of the building by more than 20 feet. A tower may be concealed or non-concealed. Non-concealed towers include:

1. *Guyed structure* means a style of tower consisting of a single truss assembly composed of sections with bracing incorporated. The sections are attached to each other, and the assembly is attached to a foundation and supported by a series of wires that are connected to anchors placed in the ground or on a building. Guyed structures for new WCFs are prohibited within the City.
2. *Lattice structure* means a self-supporting tapered style of tower that consists of vertical and horizontal supports with multiple legs and cross-bracing, and metal crossed strips or bars to support antennas. Lattice structures for new WCFs are prohibited within the City.
3. *Monopole structure* means a style of freestanding tower consisting of a single shaft usually composed of two or more hollow sections that are in turn attached to a foundation. This type of tower is designed to support itself without the use of guy wires or other stabilization devices. These facilities are mounted to a foundation that rests on or in the ground or on a building's roof. All feed lines shall be installed within the shaft of the structure.

Transmission Equipment means equipment that facilitates transmission for any FCC- licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

WCF (see Wireless Communication Facility).

Wireless communication facility (WCF) means any staffed or unstaffed location for the transmission and/or reception of radio frequency signals, or other personal wireless communications, as defined in the Telecommunications Act of 1996, and usually consisting of an antenna or antenna array, transmission cables, feed lines, equipment cabinets, towers, cabling, antenna brackets, and other such equipment. The following shall be deemed a wireless communication facility: new, replacement, or existing towers, government-owned towers, modified towers, collocation on existing towers or base stations, attached concealed and non-concealed antenna, dual purpose facilities, DAS, small cell, concealed towers, and non-concealed towers, so long as those facilities are used in the provision of personal wireless services as that term is defined in the Telecommunications Act.

Wireless communications means any personal wireless service, which includes but is not limited to, cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), unlicensed spectrum services utilizing devices described in Part 15 of the FCC's regulations (e.g., wireless internet services and paging).

Wireless Master Plan means the Wireless Telecommunications Master Plan developed and adopted by the City, as amended from time to time, to enforce applicable development standards, land development regulations, state law and federal law related to the deployment of wireless telecommunications infrastructure.

4.20.03. *Applicability.*

A. Except as provided in Section 4.20.04, the following shall apply to the development activities including, but not limited to, installation, construction or modification of the following wireless communications facilities:
   1. Existing towers.
   2. Proposed towers.
   3. Public towers.
   4. Replacement of existing towers.
   5. Collocation on towers and base stations.

6. Attached WCF.

7. Concealed WCF.

B. These regulations are subject to state and federal law limitations.

4.20.04. *Exempt installations.* The following uses are exempt from the provisions of this section notwithstanding any other provision of the City's land development regulations, but are subject to all applicable building code compliance and building permit reviews:

1. Non-commercial, amateur radio antennas as provided for in F.S. § 125.561 .

2. Satellite earth stations that are one meter (39.37 inches) or less in diameter in all residential districts and two meters or less in all other zoning districts and which are not greater than 20 feet above grade in residential districts and 35 feet above grade in all other zoning districts.

3. A government-owned WCF, upon the declaration of a state of emergency by federal, state, or local government, and a written determination of public necessity by the City; except that such WCF must comply with all federal and state requirements. This exemption shall terminate upon the state of emergency ending.

4. A government-owned WCF erected for the purposes of installing antenna(s) and ancillary equipment necessary to provide communications for public health and safety.

5. A temporary, commercial WCF, upon the declaration of a state of emergency by federal, state or local government, or determination of public necessity by the City, and approval by the City; except that such WCF must comply with all federal and state requirements. The exemption may be permitted by the City to continue to three months after the duration of the state of emergency.

6. A temporary, commercial WCF for the purposes of providing coverage of a special event such as news coverage or sporting event, subject to approved by the City, except that such WCF must comply with all federal and state requirements. Said WCF may be exempt for a period of up to one week after the duration of the special event.

7. Antenna support structures, antennas, and/or antenna arrays for AM/FM/TV/HDTV broadcasting transmission facilities that are licensed by the FCC shall be regulated in accordance with federal, state and other applicable regulations.

4.20.05. *Wireless Master Plan.*

A. The City has adopted a Wireless Master Plan by Resolution of the City Council. The Wireless Master Plan identifies existing or proposed City or publicly owned sites for wireless communication infrastructure and service.

B. Design standards for proposed towers in the Wireless Master Plan shall be consistent with this Ordinance and the Wireless Master Plan but may be further detailed and addressed through the required lease terms for use of any public property.

C. The Wireless Master Plan was adopted by the City Council by Resolution No. [2018-], as may be amended by City Council resolution hereafter. And, by this reference, the Wireless Master Plan is incorporated herein.

D. The Land Use Administrator or designee may waive application requirements in Section 4.20.09 for sites within the Wireless Master Plan. The applicable requirements are listed in Section 4.20.09.

E. If an applicant receives a permit to develop a site on City-owned property, the permit shall not become effective until the applicant and the City have executed a written agreement or lease setting forth the applicable terms and provisions.

F. No permit granted under this section shall convey an exclusive right, privilege, permit, or franchise to occupy or use the publicly owned sites of the jurisdiction for delivery of wireless communications services or any other purpose.

G. No permit granted under this section shall convey any right, title or interest in the public lands, but shall be deemed a permit only to use and occupy the public lands for the limited purposes and term stated in the agreement between the lessor and lessee.

H. Sites located within the Wireless Master Plan may utilize a standard landscape plan, approved by the Land Use Administrator or designee.

I. Sites within the Wireless Master Plan may utilize alternative compliance standards to access a WCF site, if approved by the Land Use Administrator or designee.

4.20.06. *Preferred siting locations.*

A. All new WCFs and any supporting structures, except for those proposed within the public rights-of-way, shall generally adhere to the following siting preferences, in order of preference:

1. City-owned property identified in the Wireless Master Plan;
2. Other public property identified in the Wireless Master Plan;
3. Other City-owned or public property not identified in the Wireless Master Plan;
4. Privately owned property not identified in the Wireless Master Plan.

B. If the proposed location for the new WCF is not consistent with the preferred hierarchy and the Wireless Master Plan, the applicant must file relevant information as indicated in Section 4.20.09 with the siting application including, at minimum, the following:

1. An affidavit by a radio frequency engineer demonstrating that despite diligent efforts to adhere to the geographic preferences established in the wireless master plan, wireless master plan options are not technically ~~in~~feasible, practical or justified given the location of the proposed WCF;
2. An affidavit demonstrating that the proposed site will not adversely affect existing or future single-family uses or environmentally sensitive areas and is not contrary to the City's Comprehensive Plan and Unified Land Development Code; and
3. The existing land uses of the subject and surrounding properties within 300 feet of the proposed site.

C. This section shall not be interpreted to require applicants to locate on publicly-owned sites when lease negotiation processes are prohibitively lengthy or expensive relative to those of the private sector as determined by the Land Use Administrator or designee, based upon competent substantial evidence. The applicant is considered justified in selecting a lower-ranked privately-owned property option if the government entity fails to approve a memorandum of agreement or letter of intent to lease a specified publicly-owned site within 90 days of the application date or if it is demonstrated that the proposed lease rate for the specified public-owned site significantly exceeds the market rate for comparable privately-owned sites.

4.20.07. *Permitted uses.*

A. The placement, maintenance or modification of WCFs shall be permitted only in accordance with the wireless communication permit, and the land development requirements of this Code. The placement or maintenance of wireless communication facilities in the public rights-of-way shall comply with the regulations of Chapter 42 of the Code of Ordinances:

B. Applicable permits. All applications shall meet the review timeframes as shown in Section 4.20.10.

1. Level I wireless communication facility permit. All applicable non-exempt applications to place, maintain, modify, or collocate wireless communications facilities, not subject to special exception use approval, shall be subject to administrative review and approval by the Land Use Administrator or designee, with no public hearing requirement.

2. Level II wireless communication facility permit. All applicable non-exempt applications to place, maintain, or substantially change wireless communications facilities that do not qualify for an administrative permit shall be subject to the special exception approval process set forth in Section 2.07 of the Land Development Code, except that the application review and approval timeframes set forth in Section 4.20.10 shall apply. New towers proposed in non-master planned sites shall require Level II permits. All other installations only require Level I permits.

3. Communications Rights-of-Way Permit. All non-exempt applications to place, maintain, modify, or collocate wireless communications facilities within the public rights-of-way shall be subject to the review and approval requirements set forth in Chapter 42, Code of Ordinances, and the applicable land development regulations set forth herein. Wireless communication facilities, other than small wireless facilities and micro wireless facilities, are prohibited within the public rights-of-way.

4. Eligible facilities requests. Any request for modification of an existing tower or base station involving collocation of new transmission equipment; removal of transmission equipment; or replacement of transmission equipment that does not substantially change the physical dimensions of such tower or base station shall be reviewed and processed in accordance with the provisions set forth in Section 4.20.12.

C. Expedited collocation applications.

1. Expedited collocation applications for antenna on towers. In accordance with F.S. § 365.172 , collocation of antenna on towers, including nonconforming towers, are subject only to building-permit review, which may include a review for compliance with this section, if the applicants meet the following requirements:

a. The collocation does not increase the height of the tower to which the antennae are to be attached, measured to the highest point of any part of the tower or any existing antenna attached to the tower; and

b. The collocation does not increase the ground space area, commonly known as the compound, approved in the site plan for equipment facilities and ancillary facilities, except as allowed under this section; and

c. The collocation consists of antennas, equipment facilities, and ancillary facilities that are of a design and configuration consistent with all applicable regulations, restrictions, or conditions, if any, applied to the initial antennas placed on the tower and to its accompanying equipment facilities and ancillary facilities and, if applicable, applied to the tower supporting the antennas. Such regulations may include the design and aesthetic requirements but not procedural requirements, other than those authorized by this subsection, of the applicable land development code in effect at the time the initial antenna's placement was approved.

Such collocations shall not be subject to the design or placement requirements of the land development code in effect at the time of the collocation that are more restrictive than those in effect at the time of the initial antenna placement approval, to any other portion of the land development code, or to public hearing review. Such collocation applications shall be decided by the Land Use Administrator or designee.

2. Expedited collocation applications for antenna on base stations. In accordance with F.S. § 365.172 , except for an historic building, structure, site, object, or district, the following collocation applications on all other existing base stations shall be subject to no more than administrative review for compliance with this section and building permit standards if they meet the following requirements:

   a. The collocation does not increase the height;

   b. The collocation does not increase the existing ground space area, otherwise known as the compound, if any, approved in the site plan for the equipment facility and ancillary facilities.

   c. The collocation consists of antennas, equipment facility and ancillary facilities that are of a design and configuration consistent with any applicable structural or aesthetic design requirements and any requirements for location on the structure in effect at the time of approval of the structure, but not prohibitions or restrictions on the placement of additional collocations on the existing structure or procedural requirements, other than those authorized by this subsection at the time of the collocation application; and

   d. The collocation consists of antennas, equipment facility and ancillary facilities that are of a design and configuration consistent with all applicable restrictions or conditions, if any, that do not conflict with subsection (c), and were applied to the initial antennas placed on the structure and to its accompanying equipment facility and ancillary facilities and, if applicable, applied to the structure supporting the antennas.

3. If only a portion of the collocation does not meet the requirements of any of the above subsections, such as an increase in the height or a proposal to expand the ground space approved in the site plan for the equipment facility by more than 400 square feet or 50 percent, where all other portions of the collocation meet the requirements of this subsection, that portion of the collocation only may be reviewed as set forth in subsection (6) below. A collocation proposal under this subsection that increases the ground space area approved in the original site plan, for equipment facilities and ancillary facilities, by no more than a cumulative amount of 400 square feet or 50 percent of the original compound size, whichever is greater, shall require no more than administrative review for compliance with the City's regulations; including, but not limited to, land development code and building permit review; provided, however, that any collocation proposal that increases the original compound size more than such greater cumulative amount shall be reviewed as if it were a new communications facility.

4. Any existing tower, including a nonconforming tower, may be structurally modified to permit collocation, or may be replaced through no more than administrative review and building permit review, and is not subject to public hearing review, if the overall height of the tower is not increased and, if the replacement tower is a monopole tower, or if the pre-existing tower is a stealth tower, the replacement tower is a similar stealth tower.

5. The owner of the existing tower on which the proposed antennas are to be collocated shall remain responsible for compliance with any applicable condition or requirement of a permit or agreement, or any applicable condition or requirement of the land development code to which the pre-existing tower must comply, including any aesthetic requirements, provided the condition or requirement is consistent with this subsection.

6. Collocations or portions of collocations that are not exempt from this section and do not fall under the provisions of subsections 4.20.07.C(1) through (4), shall be reviewed through a full permitted use review. Those located on historic structures or in historic districts, shall be reviewed through the review processes for historic structures or districts indicated in the LDC.

4.20.08. *Development standards.*

A. *General:*

1. All development standards and land development code regulations relating to the property upon which the WCF is located shall apply. Additionally, where permitted as provided in Section 4.20.07, the following development standards apply to all attached collocations and all new, modified, or combined WCF installations. Where any environmentally sensitive lands, historic or scenic overlay districts or corridor plans also apply, the most restrictive standards shall govern.

2. Cabinets shall be provided within the principal building, behind a screen on a rooftop or on the ground within the fenced-in and screened equipment compound. This is not required if out of the public view.

3. All equipment compounds shall be enclosed with a wood/brick/masonry fence or otherwise secured and screened with opaque landscaping. Fencing shall be subject to the requirements as outlined in the LDC.

4. WCF equipment compounds shall be landscaped as required in Chapter 11 of the LDC. Wireless Master Plan sites may utilize a standard alternative landscape plan approved by the Land Use Administrator or designee.

5. Attaching commercial messages for off-site and on-site advertising to a WCF is prohibited and unlawful. The placement of a religious symbol as part of the concealment of a WCF shall not be considered prohibited commercial messages or signage. The only signage that is permitted upon a tower, equipment cabinet, or fence shall be informational, and for the purpose of identifying the tower (such as ASR registration number), as well as the party responsible for the operation and maintenance of the facility, its current address and telephone number, security or safety signs, and property manager signs (if applicable). On permitted signs which are not located on a tower, cabinet or fence, a WCF may be concealed inside such signage, provided that all applicable standards for both the signage and the concealed WCF are met.

6. Lighting on WCFs, if required by the FAA, shall not exceed the FAA minimum standards. Any lighting required by the FAA must be of the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable by the FAA to minimize the potential attraction to migratory birds. Dual lighting standards are required and strobe light standards are prohibited unless required by the FAA. The lights shall be oriented so as not to project directly onto surrounding residential property, consistent with FAA requirements. Any security lighting for on-ground facilities and equipment shall be in compliance with the LDC.

7. Each WCF and its equipment compounds shall be constructed and maintained in conformance with all applicable building code requirements.

8. Equipment compounds shall not be used for the storage of any excess equipment or hazardous waste (e.g., discarded batteries). It is prohibited and unlawful to allow an outdoor storage yard in a WCF equipment compound or to use the equipment compound as habitable space.

9. The WCF shall comply with all applicable federal, state and local regulations.

10. The WCF applicant shall comply with all applicable American National Standards Institute (ANSI) standards as adopted by the FCC.

11. Each WCF shall be designed to ensure that no sound emissions from machinery, alarms, bells, buzzers, or similar noise making devised are audible beyond the perimeter of the equipment compound and shall comply with the City of Palm Coast

Code of Ordinances. Emergency backup power generators are allowed to operate in short term maintenance durations, and during power outages.

12. Building permits. A building permit shall be required for the construction, modification, and collocation of all WCFs, including any accessory structures or equipment, as provided in Section 4.20.07 above. A compliance letter from the State Historic Preservation Office of Cultural and Historic Programs of the Florida Department of State is a condition of receiving a building permit.

13. The WCF and its equipment compound shall be subject to the setbacks of the underlying zoning district. Antennas may extend a maximum of 30 inches into the setback. However, no antenna or portion of any structure shall extend into any easement.

B. *Attached WCFs:*

1. Attached WCFs may be permitted in all zoning districts. The top of the attached WCF shall not be more than 20 feet above the existing or proposed building or structure.

2. Feed lines and antennas shall be designed to architecturally match the facade, roof, wall, or structure on which they are affixed in order to blend with the existing structural design, color, and texture and in order to provide the least visually obtrusive profile.

C. *Freestanding WCFs:*

1. All new freestanding WCFs shall meet minimum lot size standards of the underlying zoning district and are subject to the LDC.

2. New freestanding towers shall be configured and located in a manner that shall minimize adverse effects including, but not limited to, visual impacts on the landscape and adjacent properties. New freestanding WCFs shall be designed to match adjacent structures and landscapes with specific design considerations such as architectural design, height, scale, color and texture, and shall have the least visually obtrusive profile.

3. Grading shall be minimized and limited only to the area necessary for the new WCF as approved by the Land Use Administrator or designee.

4. All support structures shall be certified to comply with the safety standards contained in the Electronics Industries Association/Telecommunications Industries Association (EIA/TIA) Document 222-F, Structural Standards For Steel Antenna Towers and Supporting Structures, as amended, by a Florida professional engineer.

5. Freestanding towers may only be permitted as monopole towers. Guyed and lattice structures are prohibited, unless the applicant demonstrates to the City by clear and convincing evidence that monopole towers are not feasible to accommodate the intended uses. Freestanding monopoles are prohibited from single-family or multi-family residential districts unless the applicant can conclusively demonstrate to the satisfaction of the City that it cannot reasonably provide its service to the residential zone from outside of the district. The City shall cooperate to determine an appropriate location for the freestanding tower of an appropriate design within the residential district. The applicant shall reimburse the City for all reasonable costs incurred by the City for this cooperative determination.

6. The height of a new monopole tower shall not exceed the heights provided in the table below:

Freestanding Non-Wireless Master Plan Sites

Zone	Maximum Height WCF
Single family Residential	Not permitted unless applicant can conclusively demonstrate to the satisfaction of the City that it cannot reasonably provide its service to the residential zone from outside of the district.
Multifamily Residential	Not permitted unless applicant can conclusively demonstrate to the satisfaction of the City that it cannot reasonably provide its service to the residential zone from outside of the district.
MPD	As determined by the MPD ordinance, unless within a Wireless Master Plan
All other districts	Up to 150 feet.
Wireless Master Plan Sites	
All districts	Up to 150 feet.

7. In calculating the height limit, above ground foundation shall be included, but lightning rods or lights required by the FAA that do not provide any support for antennas shall be excluded. If the freestanding WCF is located within the Wireless Master Plan, the maximum height may be up to 150 feet.
8. A freestanding monopole and its equipment compound shall be subject to the land development code regulations applicable to the underlying zoning district. The minimum setback distance for a freestanding tower shall be 150 feet from any residentially zoned or platted property. Freestanding monopoles are not allowed in residentially zoned or platted property. In the event of any conflict between this section and the Land Development Code, this section shall control.
9. New towers shall maintain a galvanized gray finish or other approved contextual or compatible color and provide the least visually obtrusive profile, except as required by Federal regulations. The level of required concealment for antenna placement shall be determined based upon the visibility and location of the proposed tower and the network objectives of the desired coverage area.
10. All new or modified freestanding WCFs shall be engineered to maximize collocation.

D. *Attached Collocation or Combined WCFs:*

1. An attached collocation or combined WCF shall not increase the height of an existing tower or base station by more than 20 feet, unless required by Federal law. The maximum total height shall be 150 feet.

2. The City may require new antenna to be flush-mounted or concealed on a case by case basis, if it is determined that a practical visual and aesthetic benefit can be achieved if in the public view. If the applicant demonstrates through RF propagation analysis that flush-mounted or concealed antennas will not meet the network objectives of the desired coverage area, this requirement shall not apply. This provision does not apply to Wireless Master Plan Sites.

4.20.09. *Submittal requirements for Level I and Level II permits.*

A. *Application form.* Requests for Level I and Level II wireless communication permits shall be made only on application forms approved by the City. Applications shall contain all information required by this land development code and other City regulations, and shall be reviewed for completeness.

B. *Application materials.* In addition to the application materials specified in this code for the appropriate type of review, all applications shall provide sufficient materials (plans, graphics, narratives, or expert statements) to demonstrate compliance with all applicable requirements of this section.

1. Level I and Level II applications shall contain the following:

a. Application.

b. A site plan addressing the development standards of the LDC. If applicable, an application meeting the special exception requirements of Section 2.07 of the LDC shall be submitted.

c. An affidavit by a RF engineer demonstrating compliance with Section 4.20.05. If a non-master plan site is proposed, the affidavit must address why master plan sites are not technically feasible, practical or justified given the location of the proposed WCF communications facility.

d. FCC documentation including a copy of FCC license submittal or registration, and FCC license or registration.

e. Proposed maximum height of the WCF including, but not limited to, individual measurement of the base, the tower or base station, and lightning rod.

f. Photo-simulated post-construction renderings of the completed proposed tower, base station, equipment cabinets, and ancillary structures from locations to be determined during a mandatory pre-application conference. The renderings shall include proposed exterior paint and stain samples for any items to be painted or stained, exterior building material and roof samples. The applicant shall provide simulated photographic evidence of the proposed WCFs appearance from a maximum of four vantage points chosen by the City with consultation with the applicant.

g. If the proposed WCF is subject to FAA regulation, then, prior to issuance of a building permit, evidence of compliance with applicable FAA requirements under 14 C.F.R. § 77 et seq., as amended, together with any FAA "no hazard" determinations concerning the WCF (if applicable) shall be timely provided by the applicant to the City.

h. In order to facilitate the regulation, placement, and construction of WCFs and to ensure that all parties comply with the rules, regulations and applicable guidelines of the FCC, each owner of a WCF or applicant for a WCF shall provide an affirmative statement that it will comply with all applicable federal, state and local statutory and regulatory requirements.

i. For applications for new towers or other freestanding WCFs, as necessary to determine that there is no other existing structure that could reasonably be used for the placement of the proposed antennas, or for applications for new WCFs or attached collocations that increase the height of an existing structure, as needed to determine if the proposed height is necessary to provide the carrier's designed service, materials detailing the locations of existing WCFs to which the proposed antenna will be candidate for placement, including, but not limited to, latitude and longitude of the proposed and existing antenna. This material is not required for Wireless Master Plan sites.

j. For applications for new towers or other freestanding WCFs, as necessary to determine that there is no other existing structure that could reasonably be used for the placement of the proposed antennas, a map showing the designated search ring. This map is not required for Wireless Master Plan sites.

k. With regard to attached collocations, attached and combined WCFs, the applicant shall also submit:

   i. Certification furnished by a Florida registered professional engineer that the WCF has sufficient structural integrity to support the proposed antenna and feed lines in addition to all other equipment located or mounted on the structure.

l. With regard to freestanding concealed or non-concealed WCFs, and modification of WCFs, for non-Wireless Master Plan sites only, the applicant shall also submit:

   i. A report and supporting technical data demonstrating that all antenna attachments and collocations, including all potentially useable utility distribution poles or transmission towers and other elevated structures within the proposed geographic search ring, and alternative antenna configurations have been examined, and found unacceptable. The report shall include reasons that existing facilities such as utility distribution poles and transmission towers and other elevated structures are not acceptable alternatives to a new freestanding WCF. The report regarding the adequacy of alternative existing WCFs or the mitigation of existing WCFs to meet the applicant's need or the needs of service providers indicating that no existing WCF could accommodate the applicant's proposed WCF shall demonstrate any of the following:

      a. No existing WCFs located within the geographic search ring meet the applicant's engineering requirements, and why.

      b. Existing WCFs are not of sufficient height to reasonably meet the applicant's engineering requirements, and cannot be increased in height.

      c. Existing WCFs do not have sufficient structural integrity to support the applicant's proposed WCFs and related equipment, and the existing WCF cannot be sufficiently improved.

      d. Other limiting factors that render existing WCFs unsuitable.

   ii. The applicant shall provide simulated photographic evidence of the proposed WCFs appearance from four vantage points chosen by the City with consultation with the applicant, including the facility types the applicant has considered and the impact on adjacent properties including, but not limited to:

      a. Overall height.

      b. Configuration.

c. Physical location.

d. Mass and scale.

e. Materials and color.

f. Illumination.

g. Architectural design.

This does not apply to Wireless Master Plan sites.

iii. If applicable, the applicant shall provide a statement as to the potential visual and aesthetic impacts of the proposed WCF on all adjacent properties assigned a residential land use designation or zoning district. This does not apply to Wireless Master Plan sites.

iv. A certification by a Florida professional engineer that the WCF has sufficient structural integrity to accommodate the required and a proposed number of collocations.

v. A certification by a Florida professional engineer specifying the design structural failure modes of the proposed WCF, if applicable.

vi. Identification of the proposed intended service providers of the WCF.

m. With regard to antenna element replacements.

i. Any repair or replacement of an existing antenna or antenna array with another of equal number that does not increase the number and/or size of transmission lines, and that is not readily discernibly different in size, type and appearance when viewed from ground level from surrounding properties, as reasonably determined by the City, and which will not alter the structural integrity of the support structure, is exempt from further review, provided that a notarized certification is submitted by a qualified technician stating that the replacement will not alter the structural integrity of the support structure and that any changes will not affect electrical specifications.

ii. For any repair or replacement of an existing antenna or antenna array on a WCF that changes the mechanical, structural or electrical specifications of the WCF, but does not increase the number and/or size of feed lines and does not increase the number and/or size of antenna elements to the existing WCF, the applicant must, prior to making such modifications, apply for a new building permit review for such requested changes, and, for structural changes to freestanding WCFs, shall provide, in addition to any other documentation necessary for building permit review, a stamped or sealed structural analysis of the existing freestanding WCF prepared by a Florida professional engineer indicating that the existing tower or base station as well as all existing and proposed appurtenances meets the City and Florida Building Code requirements (including, but not limited to, wind loading) for the tower or base station.

n. With regard to the replacement of or modification to an existing WCF, except a tower. The replacement of or modification to a WCF, except a tower, that results in a WCF facility not readily discernibly different in size, type and appearance, when viewed from ground level from surrounding properties, and the replacement or modification of equipment that is not visible from surrounding properties, all as reasonably determined by the Land Use Administrator, are subject only to building permit review.

2. Level II applications.

a. A completed special exception approval application, and all items required pursuant to Section 2.07, including compliance with all applicable special exception requirements.

C. *Disclosure of ownership.* A notarized affidavit from all owners having a legal, equitable, or beneficial ownership interest in the tower or base station, or privately owned real property upon which a facility is or will be located or collocated, granting permission to the applicant to locate upon such real property, or attach to the tower or base station being collocated upon or attached to.

D. *Submission of fee.* All applications must be accompanied by the permit fee as established by resolution of the City Council.

4.20.10. *Application Review Process.*

A. *A pre-application conference is required.* To minimize issues related to permit application, prior to submitting materials for a permit application, an applicant must request a pre-submittal meeting with the Land Use Administrator or designee. The City shall undertake efforts to accommodate an applicant's request for a pre-application conference within ten business days of a request.

B. *Expert review.* The City may require that all wireless communications permit applications be reviewed by a third-party consultant or expert at the expense of the applicant for compliance with the requirements set forth herein. No permit shall be issued to any applicant that has not fully reimbursed the City for the third-party review fees, which shall be limited to the specifically identified reasonable expenses incurred in the review.

C. *Application Review Timeframes: "shot clock".* The City's action on proposals to place, maintain, modify, or collocate wireless communications facilities shall be subject to the applicable standards and timeframes set out in F.S. § 365.172 , 47 U.S.C. § 1455 (a) and Orders issued by the FCC, as same may be amended from time to time. All Federal and State "shot clock" timeframe guidelines that apply to any particular permit are hereby recognized by the City, and the City will make all reasonable efforts to comply. Except for eligible facilities request applications reviewed in accordance with Section 4.20.12, the following procedures apply to installation of a new WCF or modification:

1. Notification of completeness. The Land Use Administrator or designee shall notify the applicant within 20 business days after the date the application is submitted as to whether the application is, for administrative purposes only, properly completed and has been properly submitted in accordance with the requirements set forth above. However, such determination shall not be deemed as an approval of the application. Such notification shall indicate with specificity any deficiencies which, if cured, could make the application properly completed.

2. Expedited collocation applications. The City shall grant or deny each properly completed expedited collocation application for collocation based on the application's compliance with this section, applicable provisions of the City Code and any other applicable regulations, and within the normal timeframe for a similar building permit review, but in no case later than 45 business days after the date the application is determined to be properly completed. This timeframe shall not apply to lease negotiations for collocation on City-owned property.

3. All other applications. The City shall grant or deny each properly completed application for any other non-exempt WCF, including special exception approvals and collocations that do not qualify for an expedited collocation, based on the application's compliance with this section and any other applicable law, including but not limited to the City Code, and within the normal timeframe for a similar type of review, but in no case later than

90 business days after the date the City determines the application is completed. This timeframe shall not apply to lease negotiations for wireless communications facilities on City-owned property. Collocations located on historic base stations, or within a historic district, shall be reviewed through the review processes for historic structures or districts indicated in the LDC.

4. An application is deemed submitted or resubmitted on the date the application is received by the City. If the City does not notify the applicant in writing that the application is not completed in compliance with the City's regulations within 20 business days after the date the application is initially submitted or additional information resubmitted, the application is deemed, for administrative purposes only, to be properly completed and properly submitted. However, the determination shall not be deemed as an approval of the application. If the application is not completed in compliance with the City's regulations, the City shall so notify the applicant in writing indicating with specificity any deficiencies in the required documents or deficiencies in the content of the required documents which, if cured, would make the application properly completed. Upon resubmission of information to cure the stated deficiencies, the City shall notify the applicant, in writing, within the normal timeframes of review, but in no case longer than 20 business days after the additional information is submitted, of any remaining deficiencies that must be cured. However, if applicant does not cure the application deficiencies within 20 business days after receiving the notice of deficiencies, the application shall be considered withdrawn or closed unless an extension, due to reasonable circumstances, of the time to cure is requested by the applicant prior to the expiration of the 20-day period, and such extension is granted by the Land Use Administrator or designee.

5. The timeframes specified above may be extended, but in no case longer than 90 calendar days for collocations, and 150 calendar days for new installations, and only to the extent that the application has not been granted or denied because the City's procedures generally applicable to all other similar types of applications require action by the City Council or Planning and Land Development Regulation Board, and such action has not taken place within the specified timeframes. Under such circumstances, the City Council or Planning and Land Development Regulation Board, as applicable, shall either grant or deny the application at its next regularly scheduled meeting, or, otherwise, the application shall be deemed automatically approved; accordingly, the Land Use Administrator or designee may by letter to the applicant extend the timeframe for a decision until the next available scheduled meeting date of the City Council or Planning and Land Development Regulation Board as to whether to grant or deny an application for a permit. To be effective, a waiver of the timeframes set forth herein must be voluntarily agreed to by the applicant and the City. The City may request, but not require, a waiver of the timeframes by the applicant, except that, with respect to a specific application, the City may require a one-time waiver in the case of a declared local, state, or federal emergency that directly affects the administration of all permitting activities of the City. Notwithstanding the foregoing, the City and an applicant may voluntarily agree to waive the timeframes set forth above.

D. *Appeals.* Any person aggrieved by an administrative decision rendered by the Land Use Administrator regarding the provisions of this Section 4.20 may appeal such decision to the Planning and Land Development Regulation Board in accordance Section 2.16.01 of the LDC.

4.20.11. *Interference with public safety communications.*

A. The City adopts a policy of requesting prior notification of activation or modification of WCF facilities as provided for in 47 C.F.R. § 22.973 and 47 C.F.R. § 90.675 and in accordance with those provisions, WCF providers shall notify the Land Use Administrator or designee

prior to a new site activation or existing site modification and provide the information required by the federal regulations.

B. Whenever the City has encountered radio frequency interference with its public safety communications equipment, and it believes that such interference has been or is being caused by one or more WCFs, the following steps shall be taken:

1. The City shall provide notification to all WCF service providers operating within 5,000 feet of the public safety communications equipment at issue, in accordance with the procedures indicated in 47 C.F.R. § 22.972 and 47 C.F.R. § 90.674, using the website www.Publicsafety800mhzinterference.com. Upon such notification, the owners shall use their best efforts to cooperate and coordinate with the City and among themselves to investigate and mitigate the interference, if any, utilizing the procedures set forth in 47 C.F.R. § 22.972 and 47 C.F.R. § 90.674 and following the applicable FCC adopted Best Practices Guide, as may be amended or revised by the FCC from time-to-time.

2. If any WCF owner fails to cooperate with the City in complying with the owner's obligations under this section and if the FCC makes a determination of radio frequency interference with the City public safety communications equipment, an owner who fails to cooperate and/or the owner of the WCF which caused the interference, shall be responsible, upon FCC determination of radio frequency interference, for reimbursing the City for all reasonable costs associated with ascertaining and resolving the interference including, but not limited to, any engineering studies obtained by the City to determine the source of the interference. For the purposes of this subsection, failure to cooperate shall include failure to initiate any response or action as described in 47 C.F.R. § 22.972 and 47 C.F.R. § 90.674.

4.20.12. *Eligible Facilities Requests.*

A. *Applicability and Intent.* This section implements Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 ("Spectrum Act") as interpreted by the Federal Communications Commission's ("FCC") Acceleration of Broadband Deployment Report and Order dated October 21, 2014, which requires local governments to approve any eligible facilities request for modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station. This section shall apply only to eligible facilities requests for an eligible support structure that is a legal conforming or legal nonconforming structure at the time a completed eligible facilities request is submitted to the City. To the extent that the nonconforming structures and use provisions of the City of Palm Coast LDCs would operate to prohibit or condition approval of an eligible facilities request otherwise allowed under this section, such provisions are superseded by this section. This subsection shall not apply to an eligible facilities request replacement of the existing tower or base station. This subsection shall also not apply where the WCF requested to be modified is located upon a City-owned structure, or upon non-right-of-way property which is either City-owned or City-leased.

B. *Sole and Exclusive Procedure.* Except as may otherwise be provided in this section, and notwithstanding any other provisions in the City Code, the provisions of this section shall be the sole and exclusive procedure for review and approval of an eligible facilities request which the applicant asserts is subject to review under the Spectrum Act. To the extent that other provisions of the City Code establish a parallel process for review and approval of a project application for a proposed eligible facilities request, the provisions of this section shall control. In the event that an application for a project approval includes a proposal to modify an eligible support structure, and the applicant does not assert in the application that the proposal is subject to review under Section 6409 of the Spectrum Act, such proposal shall not be entitled to review under this section and may be subject to review under other applicable provisions of the City Code.

C. *Application Requirements.* No eligible facilities request shall be deemed complete unless it is in writing, accompanied by the application fee, includes the required submittals, and is attested to by the authorized person submitting the application on behalf of the applicant. The application shall be submitted on a form prepared by the City. The applicant shall be obligated to demonstrate conclusively that the proposed modification satisfies the standards set forth herein and that the modification shall meet all applicable building codes.

D. *Review of Application.* The City shall review an eligible facilities request application to determine if the proposed modification is subject to this section, and if so, if the proposed modification will result in a substantial change to the physical dimensions of an eligible support structure.

E. *Timeframe for Review.* Within 45 calendar days of the date on which an applicant submits a request seeking approval under this subsection, the City shall approve, and may not deny, an eligible facilities request, unless it determines that the application is not covered by this section or proposes a substantial change to the physical dimensions of the eligible support structure.

F. *Tolling of Timeframe for Review.* The 45-day period begins to run when the application is filed with the Land Use Administrator or designee in person during the City's regular business hours, and may be tolled only by mutual agreement, or in cases where the City determines that the application is incomplete.

1. To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 calendar days of receipt of the application, clearly and specifically delineating all missing documents or information.

2. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.

3. Following a supplemental submission, the City shall have ten calendar days to notify the applicant that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the same procedure used for the first notice of incompleteness. Except as may be otherwise agreed to by the applicant and the City, second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

4. Notices of incompleteness from the City shall be deemed received by the applicant upon the earlier of personal service upon the applicant, three days from deposit of the notice in the U.S. Mail, postage prepaid, to the applicant, or by electronic mail if the applicant has agreed to receive notices in such a manner.

5. If after submittal of the application the applicant modifies the eligible facilities request, the modified application shall be considered a new application subject to commencement of a new application review period.

G. *Approval or Denial.* An eligible facilities request shall be approved, and an eligible facilities permit issued, upon determination by the City that the proposed modification is subject to this section and that it does not substantially change the physical dimensions of an eligible support structure. An eligible facilities request shall be denied upon determination by the City that the proposed modification is not subject to this section or will substantially change the physical dimensions of an eligible support structure.

H. *Denial.* A denial of an eligible facilities request shall be in writing and shall set forth the reasons for the denial.

I. *Remedies.* Applicant and City retain any and all remedies that are available at law or in equity and any action challenging a denial of an application or notice of a deemed approved remedy, may be brought in a court of competent jurisdiction within 30 days following the date of the denial or following the date of notification of the deemed approved remedy.

J. *Applicable Code Requirements.* Nothing in this section shall relieve the applicant from compliance with applicable building, structural, electrical, and safety codes and with other laws codifying objective standards reasonably related to health and safety. Any approved eligible facilities request may be conditioned upon compliance with such codes and other laws.

K. *Expiration of Approval.* An approved eligible facilities request shall be valid for a term of 180 days from the date of approval or the date the application is deemed approved.

L. *Not Covered as an Eligible Facilities Request.* Should the City determine that an applicant's request is not covered by Section 6409(a) of the Spectrum Act, the presumptively reasonable timeframe under 47 U.S.C. § 332(c)(7), as prescribed by the FCC's Shot Clock order, will begin to run from the issuance of the City's decision that the application is not a covered request. To the extent such information is necessary, the City may request additional information from the applicant to evaluate the application under 47 U.S.C. § 332(c)(7), pursuant to the limitations applicable to other reviews under that statute.

M. *Failure to Act.* In the event the City fails to approve or deny a request under this section within the timeframe for review, accounting for any tolling, the request shall be deemed granted. The application deemed granted does not become effective until the applicant notifies the City in writing after the review period has expired, accounting for any tolling, that the application has been deemed granted.

4.20.13. *Abandonment.*WCFs and equipment compounds shall be removed, at the owner's expense, within 180 days of cessation of use, unless the abandonment is associated with a replacement antenna structure as provided in Section 4.20.09, in which case the removal shall occur within 180 days of cessation of use. An owner may apply to extend the time for removal or reactivation by submitting an application stating the reason for such extension. The City may extend the time for removal or reactivation up to 90 days upon a showing of good cause. If the WCF or antenna is not removed in accordance with the requirements of this section, the City may give notice that it will contract for removal within 60 days following written notice to the owner. Thereafter, the City may cause removal of the WCF and equipment compound with all costs being borne by the owner. The City may record a lien against the property in the amount of all costs and expenses of the City. Upon removal of the WCF, the equipment compound and the foundations, including two feet below ground level, the development area shall be returned to its natural state and topography and vegetated consistent with the natural surroundings or consistent with the current use of the land at the time of removal. The cost of rehabilitation shall be borne by the owner. Except as provided herein, the abandonment of WCFs within public rights-of-way shall be managed in accordance with the procedures set forth in Section 42-123, City Code of Ordinances. Any special exception approval for a WCF shall automatically expire 180 days from the date of abandonment without reactivation, or upon completion of dismantling and removal, whichever is first, or pursuant to the notice required by Section 42-123 of the City Code of Ordinances.

4.20.14. *Code enforcement.*

A. The City may enforce the provisions of this section in accordance with the provisions of applicable state law and pursue any and all available legal remedies.

B. The City shall engage in a program of periodic inspections to ensure continuing adherence to the standards of this section and to ensure that WCFs are being appropriately maintained.

4.20.15. *Compliance with state and federal regulations; preemption.* In implementing this section and the provisions set forth herein, the City shall comply with applicable state and federal regulations, and the provisions of this section shall be given force to the maximum amount and greatest extent permissible

under state and federal law. Except as authorized pursuant to state and federal law, in the event of any conflict between the terms of this section and state or federal law, state and federal law shall control. In the event any provision of this section is specifically preempted, or judicially determined to be preempted by state or federal law, then the preempted provision shall automatically be deemed null and void and the superseding provision of state or federal law shall prevail.

(Ord. No. 2018-02 , § 5(Att. A), 2-6-18; Ord. No. 2020-11 , §§ 2, 3, 10-6-20)

Editor's note— Ord. No. 2018-02 , § 5(Att. A), adopted Feb. 6, 2018, changed the title of § 4.20 from "Wireless Communications Facilities" to read as herein set out.

Sec. 4.21. - Electronic Game Promotions.

4.21.01. *Purpose and intent.* In the interest of the public health, peace, safety, and general welfare of the citizens and inhabitants of the City of Palm Coast, this section is established to regulate the use of electronic means to effect giveaways through drawings by chance conducted in connection with the sale of a consumer product or service, sweepstakes, and game promotions.

4.21.02. *Separation requirements.* Establishments conducting electronic game promotions with electronic equipment on site shall not operate within 1,000 feet of a church, public park, or school, unless such establishment was in operation prior to the church, park, or school locating nearby. Distances shall be measured from property line to property line without regard to the route of travel. This subsection does not apply to de minimis activity establishments.

4.21.03. *Compliance with city and state law.* Electronic game promotions and de minimis activity establishments shall comply with Chapter 16, Article IX, in the City of Palm Coast Code of Ordinances and F.S. 166 .

(Ord. No. 2012-3, § 3, 5-1-12)

Sec. 4.22. – Mobile Food Dispensing Vehicles and Temporary Commercial Kitchens.

4.22.01. *Purpose and Intent.* The purpose of this section is to establish operational and zoning standards for Mobile Food Dispensing Vehicles and Temporary Commercial Kitchens (MFDV) in the City in effort to be compliant with Section 509.102, Florida Statutes. The standards within this section shall apply to MFDVs in the City of Palm Coast, with the following exceptions:

A. MFDVs associated with a special event in accordance with Chapter 28, Article II - Special Events of the City's Code of Ordinances.

B. MFDVs associated with catered private events on private land where no food product, sale, or service is made available to the general public.

4.22.02. *Zoning Applicability.* MFDVs shall be permissible as depicted under LDC Section 3.03 Table 3-4. MFDVs shall be prohibited in any other zoning district. MFDV parks as a principal use shall be permitted in COM-2, COM-3, IND-1, and MPDs as determined by their Development Agreements. MFDVs as an accessory use to sites with an existing principal use shall be permitted in COM-1, COM-2, COM-3, IND-1, PSP, P&G, and MPDs as determined by their Development Agreements. The utilization of an MFDV shall be considered a customary ancillary use of sites developed as a park, performing arts center, or athletic complex within the City.

4.22.03. *Site Plan Approval.* Proposed MFDV sites developed as a principal use shall require the approval of a Technical Site Plan in accordance with LDC Section 2.11. Sites developing as an accessory

use, as allowed under Sec. 4.22.02, shall not require technical site plan approval. Rather, sites developing as an accessory use shall submit an application by the Property Owner or authorized agent on a form prescribed by the City. This application shall require a concept plan showing the location of MFDV operational area along with a statement that identifies the intended number of MFDV spaces, hours of operation, and frequency of operations.

4.22.04. *Indemnity.* MDFV sites that operate as a principal or accessory use shall submit an application by either the property owner(s) or their authorized agent. In the event that an agent other than the property owner submits the application, a notarized authorization of owner(s) shall also be submitted. The applicant by means of the application shall indemnify, defend, and hold the City harmless against all liability, claims for damages, and suits for or by reason of any injury to any person, including death, and damage to any property, arising out of or in connection with the operation of a MFDV site.

4.22.05. *Development Standards.* Proposed MFDV sites shall be subject to these supplemental development standards in addition to meeting any other applicable sections of the LDC:

A. *Principal Use.* MFDV sites developed as a principal use shall provide permanent common facilities for the use of all mobile food vendors (MFV) and/or customers. These facilities shall be permanent to the site and include accessible restrooms, dining areas, and common private refuse collection on site. Common dining areas may be either indoors or outdoors, and if developed outdoors, outdoor lighting shall be provided pursuant to LDC Section 9.08. The site may develop small outdoor recreation areas (i.e. playgrounds, splash pads, etc.) as an ancillary use to a MFDV site subject to any applicable development regulations. The site shall provide a common parking area that is separated from the vending areas, dining areas, and any provided outdoor recreation.

B. *Accessory Use.* MFDV sites developed as an accessory use shall be limited to the zoning districts identified in Sec. 4.22.02 on property that is developed with an existing conforming principal use. MFDVs shall not operate on nonconforming lots. MFDVs operating as an accessory use shall not require additional parking areas, dining areas, or restroom areas outside of those required for the principal use. In no circumstances shall their usage reduce the available parking area for the principal use below the site's required parking.

C. *Operating Hours.*

1. *As a Principal Use.* MFVs shall not offer food product, sale, or service to the general public between the hours of 2:00 a.m. and 6:00 a.m. MFDVs are not required to be removed from the parcel during this time.

2. *As an Accessory Use.* MFDVs shall not operate between the hours of 2:00 a.m. and 6:00 a.m. MFDVs shall vacate an MFDV site outside of the principal use's operating hours. The provisions of this subsection shall have the following exemptions:

i. Any MFDV that is operated on the same premises as and by a separately licensed public food service establishment may operate during the same hours of operation as the separately licensed public food service establishment that operates such mobile food dispensing vehicle or temporary commercial kitchen.

ii. Nightly removal of a MFDV is not necessary if the mobile food dispensing vehicle or temporary commercial kitchen that is operated on the same premises as and by a separately licensed public food service establishment in conjunction with Subsection 509.102(3) Florida Statutes.

D. *On-site Locational Requirements.*

1. *General.* MFDV sites shall not impact easements, wetlands, required landscape or wetland buffers, threatened or protected species, drive aisles, pedestrian sidewalks/cross walks, emergency access, fire lanes, loading zones, public rights-of-

way, or otherwise impede traffic patterns or ingress and egress to buildings and businesses. MFDVs shall be located on an impervious surface

2. *As a Principal Use.* Any ancillary recreational areas provided for MFDV sites developed as a principal use may be located on either a pervious or impervious surface and shall be enclosed by a perimeter fence in accordance with LDC Section 4.01.02 and buffered a minimum five (5) feet from any parking area or drive aisle.

3. *As an Accessory Use.* Operations of such an accessory use within a vehicular use area (such as a parking lot or internal drive aisle) shall provide on-site marking of the MFDV area with traffic cones a minimum of at least three (3) feet high every six (6) feet surrounding the area of operations. Traffic cones markings are not required in the event that the MFDV area is not in a vehicular use area on the site.

E. *Minimum Dimensional Requirements.*

1. *As a Principal Use.* MFDV sites developed as a principal use shall be limited as depicted in Table 4-7. Each MFDV operated as a principal use shall require its own space as provided in Table 4-7. Restrooms for MFDV sites developed as a principal use are required regardless of Florida Administrative Code 61C-4.010(8)(a), as that exemption is limited in scope for individual MFDVs operating in a temporary capacity and does not extend to a permanent MFDV site.

Table 4-7: Dimensional Requirements for MFDV sites developed as Principal Use.

Standard	Dimension
Minimum Lot Size	20,000 sq. ft.
Minimum Space per MFDV	500 sq. ft.
Minimum Space length per MFDV	25’
Minimum Space width per MFDV	20’
Maximum Number of MFDV Spaces	15
Minimum MFDV Space Setbacks from Property Boundaries	As required by the underlying zoning district or MPD Development Agreement.
Minimum Separation Between MFDV Spaces	10 feet
Minimum Parking	2 parking spaces per MFDV + 1 space per 75 sq ft of dining areas.
Minimum Seating Area	10 seats per MFDV
Maximum Seating Area	30 seats per MFDV

Minimum Restroom Requirements	Refer to Florida Building Code Assembly Occupancy group for minimum restroom requirements.

2. *As an Accessory Use.* MFDV sites developed as an accessory use shall be limited to sites developed with an existing conforming permitted principal use. Additionally, MFDV sites developed as an accessory use shall meet the minimum dimensional requirements as depicted in Table 4-8. Each MFDV operated as an accessory use shall require its own space as provided in Table 4-8.

Table 4-8: Dimensional Requirements for MFDV sites developed as an Accessory Use.

Standard	Dimension
Minimum Lot Size	20,000 sq. ft.
Minimum Space per MFDV	500 sq. ft.
Minimum Space length per MFDV	25’
Minimum Space width per MFDV	20’
Maximum Number of MFDV Spaces	3
Minimum Setbacks from Property Boundaries	As required by the underlying zoning district or MPD Development Agreement.
Minimum Separation Between MFDV Space	10 feet

3. *Administrative Deviations.* Administrative deviations of these standards shall be subject to the approval of the Land Use Administrator pursuant to the following limitations and LDC Section 2.13. Deviations to the minimum width of an MFDV space shall be conditioned upon the space providing a minimum of a two foot increase to the minimum length of the MFDV space for every foot reduced as the minimum width is intended to provide an adequate safe space for customers to queue. Deviations increasing the maximum number of spaces shall require an increase of 10,000 sq. ft. to the minimum lot size for every additional space provided, not to exceed a maximum of five additional spaces. The minimum separation distance between MFDVs shall not be reduced, as that space is intended for fire separation purposes.

F. *Outdoor Dining and Signage.*

1. *As a Principal Use.* MFDV sites that are permitted as a principal use shall provide permanent dining areas as required in Table 4-7 above.

2. *As an Accessory Use.* An MFDV that operates as an accessory use within a vehicular use area shall not provide any outdoor dining areas, tents, or canopies. MFDVs that operate as an accessory use outside of a vehicular use area may provide temporary seating, tents, or canopies, that are removed when the MFDV ceases daily operations, subject to the approval of the property owner. Each MFDV shall be required to provide its own waste receptacle for customer use during its hours of operation. A MFDV shall be able to provide a temporary A-fame sign to be located no further than five feet from the MFDV for purposes of providing a menu board, pursuant to LDC Section 12.06.03. Any provided seating, tents, or canopies shall be fully enclosed within the approved MFDV space and setback at least five (5) feet from any adjacent vehicular use area.

G. *Fire Safety.* Obstructions shall not be placed or kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately visible and accessible. A clear and unobstructed path of a width at least eight (8) feet shall be provided and maintained for access to the fire department inlet connections. All MFDVs shall have a fully charged fire extinguisher located on the premises at all times during operations.

H. *Illicit Discharge.* MFDVs shall be prohibited from discharging fat, oil, grease, or wastewater into the sanitary sewer system. Spills of oil, fuel, coolant, or similar hazardous liquids shall be immediately contained and cleaned up to minimize potential environmental impacts. Such liquids shall be prohibited from being discharged into the sanitary sewer system. Any illicit discharge shall be reported to the City of Palm Coast.

I. *Limitations and Code Enforcement.* MFDVs authorized by this section shall meet the definition of “mobile food dispensing vehicle” or “temporary commercial kitchen” as defined by Section 509.102, Florida Statutes. Further, MDFVs authorized by this section shall meet the definition of a “public food service establishment” as defined in Section 509.013, Florida Statutes. This section shall not authorize mobile vendors that provide other non-food related services. Operating a MFDV site or MFDV within the City of Palm Coast without complying with the provisions established within this section or as exempted, in subsection 4.22.01 above, shall be subject to code enforcement action pursuant to Chapter 2 Article V Division 1 – Code Enforcement Board of the City’s Code of Ordinances.

4.22.06 *Utilization MFDVs on City-Owned or Leased Land.* The City may permit the development of a MFDV site to allow for the limited operations of MFDVs on City-owned or leased land pursuant to the above regulations outside of an approved special event permit in accordance with Chapter 28, Article II – Special Events of the City’s Code of Ordinances. The operations of such a site shall be established by City operating policies which may be amended from time to time.

Sec. 4.23. - Affordable Housing Mixed-Use Residential Development Standards.

4.23.01. Zoning applicability. Applications for the development of property pursuant to the Live Local Act shall require the site to be zoned for commercial, industrial, mixed use, or portions of Master Planned Developments that allow for commercial, industrial, or mixed uses pursuant to Florida Statutes Section 166.04151(7) as amended. Additional properties eligible for live local developments regardless of the underlying zoning district shall include properties that are owned by either the City, County, school district, or a religious institution which has been developed with a house of worship for at least 10 years prior to the proposed development. For properties not owned by the City, County, school district, or a religious institution which has been developed with a house of worship for at least 10 years prior to the proposed development shall require the site to be zoned as permitted under Table 3-4 found under Section 3.03.02. Properties developed as a house of worship seeking to apply for a live local development shall be at least

three (3) acres in size. If the City designates less than 20 percent of the land area within its jurisdiction as commercial or industrial, it must authorize a proposed development pursuant to the Live Local Act only if the proposed development is a live local mixed-used residential development (see glossary).

4.23.02. *Use of property.* Live local developments shall maintain the project as a live local mixed-use residential development and shall rent and hold available for rent no fewer than 40 percent of the dwelling units as affordable as defined in § 420.0004, Florida Statutes for rent exclusively to eligible households for the affordability period. The project shall have at least 65 percent, but no more than 70 percent of the buildable area of the property must be for residential purposes and at least 10 percent of the buildable area of the property must be for commercial or industrial use reflective of the underlying zoning district's permitted uses. In the event that the project is for a vertically mixed-use development, then the non-residential component of the project may be 33 percent of the buildable area to facilitate vertically stacking non-residential and residential uses.

4.23.03. *Development standards.* Live local mixed-use residential developments shall be subject to the requirements of the Land Development Code unless otherwise modified below:

A. Developments may utilize up to the maximum density allowed by any zoning district within the city.

B. Developments may utilize up to 150 percent of the maximum allowed floor area ratio of any zoning district within the city.

C. Developments may utilize the city's maximum allowed building height within one mile of the development. The additional setbacks for multistory buildings requirement found under Section 3.05.02(C) does not apply to developments made pursuant to the Live Local Act.

1. If the development is adjacent to a single-family residential development on two or more sides with at least 25 contiguous single-family homes, the maximum height for the development is restricted to 150 percent of the highest adjacent building, the zoning district's defined maximum height, or three stories, whichever is higher, not to exceed 10 stories.

D. Developments shall submit the residential and non-residential portions of the project concurrently within the same application to ensure the mixed-use nature of the project. If the development is phased, the non-residential portion of the project shall be constructed prior to the residential portion.

E. Developments may use vertical or horizontal mixed-used developments; however, vertically mixed-used developments are not permitted in IND-1 or IND-2 zoning districts due to potential life-safety issues that may be present when having permitted industrial uses and residential uses in the same building.

F. The development shall provide a perimeter landscape buffer as required in Section 11.03 based on its zoning district. Horizontally mixed-use developments shall provide a minimum of an internal D, E, or F landscape buffer in-between residential and nonresidential uses.

G. The non-residential component of a development shall be a principal use of the underlying zoning district and shall be designed so that it could be developed without a live local residential portion. The nonresidential component shall not be an accessory use to the residential use (such as a leasing office, but not limited to other accessory uses related to the management of a multifamily residential development).

H. A mixed-use development that includes an adult-oriented business or miniwarehouses, office warehouses and/or a self-storage facility as its nonresidential component shall be prohibited.

I. The non-residential portion of a mixed-use development shall be integrated with the residential component of the project through use of sidewalks and internal roads. The non-residential and residential components of the project shall share the same access as for the project, provided the project may require more than one point of access in accordance with Section 5.02.04.

J. Loading and unloading and refuse collection areas servicing the non-residential uses of a mixed-use development shall be located to provide the least impact to any adjacent residential community.

K. Developments that are within a one-quarter mile of a transit stop or within 600 feet of an area with available surplus parking consisting of on-street, parking lots, or parking garages that can be utilized to meet the needs of the development the minimum parking requirements are eligible for a 20 percent reduction to its parking requirements. Provided that any available surplus parking utilized is memorialized by a shared parking agreement.

L. Proposed developments on property owned by the City, County, or school district must be party to the application. If the City, County, or school district do not authorize the application then the proposed development shall not be processed.

M. Proposed developments on property that is owned by a religious institution shall be required that the religious institution is party to the application and that the house of worship on site has existed for a minimum of 10 years. Any house of worship must continue to operate on the property after the proposed development is constructed.

4.23.04. *Exemptions.*

A. The Live Local Act does not apply to properties within one-quarter mile of a runway or its extension for 10,000 feet.

B. Areas subject to land development regulations, which existed prior to July 1, 2026, that are intended to retain the open character of land, including, but not limited to, areas required for a development to meet open space or recreational level of service requirements, or park land.

C. Any portion of a property encumbered by a recorded conservation easement.

4.23.05. *Affordability period.* The affordable residential portion of the development shall be subject to a minimum affordability period of 30 years from the date of its issuance of a certificate of occupancy.

4.23.06. *Land use restriction.* Prior to the issuance of a building permit for a live local project, the property owner shall execute and deliver to the City, a land use restriction agreement (LURA) provided by the City that details the affordable housing conditions, restrictions and compliance for the development including the City' s monitoring requirements. Furthermore, as a prerequisite to the issuance of a certificate of occupancy, the LURA shall confirm the affordability period, any conditions, and restrictions of the development, and shall be recorded in the public records of Flagler County, Florida at the sole expense of the property owner.

4.23.07. *Owner responsible for income verification.* For each affordable unit, the property owner shall be responsible for accepting rental applications and determining and verifying the adjusted gross income of prospective tenants to ensure such tenants qualify as an eligible household. Adjusted gross income shall be calculated by annualizing verified sources of income for the household as the amount of income to be received by the household during the 12 months following the effective date of determination. The property owner shall submit an annual report to the City as provided in the LURA.

4.23.08. *Affordable units must be comparable in quality to the market-rate units.* The affordable units shall be intermixed with, and not segregated from any market rate units within the live local project. At all times, the affordable units must be at least reasonably comparable in terms of size, features, and number of bedrooms to the market rate units. Eligible households shall not be excluded from using common area amenities within the project.

4.23.09. *Required recordkeeping.* The property owner of a live local development shall maintain complete and accurate income records pertaining to each eligible household occupying an affordable unit. These records must be updated annually and shall be maintained for at least ten years following the date of each such record. At a minimum, property owner shall maintain the following records for each occupied affordable unit:

A. An eligible household's complete application for tenancy and related information including the name of each household member, proof of identity, and employment, income, and asset information for each household member;

B. A copy of the lease agreement listing the term of tenancy, the rent, and identifying each tenant residing in the affordable unit;

C. Verification that the household is an eligible household as defined herein; and

D. Verification that the eligible household's rent is affordable as defined herein.

4.23.10. *Annual reporting requirements.* The property owner of a live local development shall provide an annual report to the City by September 30 of each year. The annual report shall provide the following information regarding each affordable unit:

A. Unit address;

B. Number of persons residing in each affordable unit;

C. The adjusted gross income of the persons residing in the affordable unit;

D. The monthly rent charged;

E. Any other information reasonably required to ensure compliance with the Live Local Act and requested by the City.

4.23.11. *Monitoring and inspection.* The property owner of a live local development shall permit the City to inspect all records, including but not limited to financial statements and rental records, pertaining to the affordable units within the development upon reasonable notice and shall submit to the City such documentation as required by the City to document compliance with the Live Local Act. The City may, from time to time, make or cause to be made inspections of the affordable units and development rental records to determine compliance with the Live Local Act. The City shall notify the owner prior to scheduled inspections, and the owner shall make any and all necessary arrangements to facilitate the City's inspection.

(Ord. No. 2024-17, § 5, 11-12-24)

Chapter 5 - TRANSPORTATION, CONNECTIVITY, ACCESS, AND PARKING

Sec. 5.01. - Purpose and Applicability.

5.01.01. *Purpose.* The purpose of this chapter is to establish requirements for a transportation system that operates by moving people and goods efficiently, safely, and provides a balance between mobility and accessibility.

5.01.02. Applicability. All development shall provide transportation, access, parking, loading, stacking, bicycle (including E-bike and micromobility), and pedestrian facilities in compliance with the standards of this chapter. All facilities shall be maintained as long as the principal use continues.

(Ord. No. 2018-21 , § 3, 10-2-18)

Sec. 5.02. - Transportation and Connectivity.

5.02.01. *Streets.*

A. All proposed developments, except for sites developed with utility facilities such as cable substations, communication towers, etc., shall front on a paved street or paved access easement. This street, if not already paved, shall be paved by the developer from the entrance of the development to the nearest public paved street(s). The character, width, grade, and location of all streets shall conform to City standards and shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets. Construction and material specifications for streets shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the following:

1. The City Council may approve developer proposed private streets in residential areas via a plat approval. In such cases, all such streets shall meet all design and construction criteria of the City for public streets, and a condominium or homeowners association or equivalent shall be created with all duties and powers necessary to ensure perpetual maintenance of such private streets. All streets shall be constructed to the exterior property lines of the development unless they are permanently terminated by a cul-de-sac or an intersection with another street. Public streets shall not be gated.
2. City Council may approve developer proposed private streets in commercial or industrial areas via a plat approval. In such cases, all streets shall meet the design and construction criteria of the City for public streets unless overriding conditions, such as sharing entrances or parking areas, require different design criteria. A property owners' association or equivalent shall be created with all duties and powers necessary to ensure perpetual maintenance of such private streets.

B. The arrangement of streets in a development shall:

1. Provide efficient and orderly hierarchy of streets.
2. Conform to official plans and maps of the City.
3. Be integrated with the existing and planned street system of the surrounding area in a manner that is not detrimental to existing neighborhoods.
4. ~~Ensure that the use of local streets by through or nonresidential traffic is discouraged.~~ Ensure that the use of local streets by design discourages passby traffic.
5. Facilitate and coordinate with the future development of adjoining property of a similar character, and provide for local circulation and convenient access to neighborhood facilities.

6. Local streets shall be patterned in such a way that continuous traffic from a collector road to another collector or arterial road is discouraged. Local streets shall be designed not to function as a collector road.

7. Collector Roads shall not have residential driveway connections.

5.02.02. *Minimum right-of-way and pavement widths.* The following are the minimum right-of-way widths required for streets within the City. Developers shall dedicate sufficient land to meet the right-of-way requirement resulting from the development in accordance with a rational nexus and rough proportionality analysis. A cul-de-sac, even one with a minimally acceptable radius, does not preclude the developer from having a landscaped island within its center as long as the developer can demonstrate that the island does not impede safe turning movements for larger vehicles.

Table 5-1: Minimum Right-of-Way Width

Functional Classification	Minimum Right-of-Way (ft.)
Principal Arterial	200
Minor Arterial	120
Collector/Minor Collector	100/80
Local Streets	50

Note: The Land Use Administrator may approve, based upon sound and generally acceptable engineering practices and principles, narrower rights-of-way, provided utilities and sidewalks can be accommodated.

Table 5-2: Required Right-of-Way and Pavement Width

Street Type	Right-of-Way In Feet		Pavement In Feet	
	Urban	Rural	Urban	Rural
Local (> 75 lots)	50	80	24	24
Residential Up to 75 lots	50	70	24	24
Cul-de-sac (radius)	62	62	52	52

Note: The Land Use Administrator may approve, based upon sound and generally acceptable engineering practices and principles, narrower rights-of-way, provided utilities and sidewalks can be accommodated.

5.02.03. *Additional right-of-way.*

A. Within the area of the setbacks required by this Land Development Code, additional right-of-way may be required to promote public safety and convenience or to ensure adequate access, circulation, and parking based upon a rational nexus and rough proportionality analysis.

B. Whenever a street is programmed for improvement (in the adopted budget and the Capital Improvements Element of the Comprehensive Plan) and the need for the improvement is due to development being approved, as determined in a rational nexus and rough proportionality analysis, the owner of the proposed development must convey necessary right-of-way to the City.

C. Where a proposed subdivision or site development abuts an existing street of inadequate right-of-way, and the need for additional right-of-way is rationally related to the development being approved, the owner of the development must convey additional right-of-way based upon a rational nexus and rough proportionality.

D. All right-of-way dedications, except easements, shall be conveyed to the City by means of a warranty deed or dedication by plat, at the City's discretion. Easements shall be conveyed to the City in a form acceptable to the City.

E. All right-of-way dedications are subject to acceptance by the City Council and/or the Land Use Administrator.

F. The following requirements shall be adhered to regarding right-of-way for corner clip radius:

1. On any corner parcel with access to at least one adjacent road classified as a collector or above, additional right-of-way shall be dedicated to the City if needed to accommodate intersection radius improvements.

2. Property lines at street intersections shall be rounded with a minimum radius of 25 feet. A greater radius shall be required at an angle of intersection of less than 75 degrees, as determined by the Land Use Administrator based upon sound and generally accepted engineering practices and principles.

G. Right-of-way donations/dedications may be eligible for transportation impact fee credits if the donation or dedication is in accordance with City requirements.

5.02.04. *Connectivity and interconnectivity.*

A. When nonresidential developments are proposed to front on public streets, the City shall require the use of joint driveways and cross-access easements in order to minimize the number and maximize the spacing of access connections unless determined not feasible by the Land Use Administrator due to a unique configuration of the properties or substantial environmental constraints. Whenever cross-access corridors or coordinated or joint parking designs are provided to accomplish access management, each applicant for development approval shall provide such easements or agreements as may be necessary to ensure that adjoining properties shall be appropriately connected in order to implement a unified system allowing general cross-access to and from the other properties in the affected area. Such easements or agreements shall be recorded in the Public Records of Flagler County by the developer at developer's expense and shall constitute a covenant running with the land. When cross-access is provided to an undeveloped adjoining property, a temporary curb shall be provided at the end of the pavement to ensure drivers do not use the cross-access until the adjoining property is developed. Nonresidential developments shall provide a second means of ingress when required by the Florida Fire Prevention Code or this Code.

B. All new residential developments of more than 100~~50~~ dwelling units, or which use as access a street that is 2,500 feet or more in length from another roadway, shall provide a minimum of two vehicular entrances from a public right-of-way, with at least one of the vehicular entrances connecting to a public collector or arterial road, but both directly connecting to a public road. For new residential developments exceeding 250 dwelling units must provide two paved vehicular

entrances. A deviation to the requirement that at least one of the vehicular entrances connect to a public collector or arterial road may be granted by the Land Use Administrator if it is determined by a traffic study administered by a licensed engineer that the additional traffic will not exceed the capacity of surrounding local streets at build-out of the surrounding area, or if the entrance connects to a private roadway meeting City standards, which then connects to a public roadway.

C. All developments shall provide for bicycle and pedestrian interconnectivity to promote the use of bicycles and walking and as a means to reduce traffic on collector and arterial roads.

D. All residential and nonresidential development that abuts an existing or proposed trail system shall provide pedestrian and bicycle links to the trail system unless it would not be safe.

E. All new roads, except those where bicyclists are unlawful, such as controlled access highways, shall be designed and constructed for the provision of bicycle access. Bicycle safe design practices shall be followed including, but not limited to, safe drainage grates, railroad crossings, smooth pavements, and signals responsive to bicycles. In addition, the desirability of adding facilities such as bicycle lanes, bicycle routes, shoulder improvements, and wide curb lanes shall be considered.

F. To the fullest extent practicable, all rural arterial and collector sections within one mile of an urbanized area shall be considered for the construction of paved shoulders fivefour feet in width., ~~and all urban arterial and collector sections shall be considered for either a curb lane 14 feet in width or an undesignated lane four feet in width. Generally, such facilities shall not be marked to attract bicycle traffic.~~

5.02.05. *Intersections.*

A. Streets shall intersect at an angle of 90 degrees, unless unique circumstances justify a lesser angle of intersection based upon sound and generally accepted engineering practices and principles.

B. Spacing of street intersections shall be determined based upon Florida Department of Transportation Access Management Standards and Classifications.

5.02.06. *Visibility at intersections.*

A. Sight triangles and sight distance requirements shall adhere to Section 11.03.01.L., including Table 11-3 - Sight Triangle Dimensions Along Driveways and Roadways.

B. Within that portion of a lot or parcel that lies within the sight triangle, as defined in Chapter 14, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially obstruct vision between a height of two feet to seven feet above the average grade at the centerline of the adjoining road.

C. Low-growing shrubs, annuals, and other lower growing vegetation may be utilized within sight triangles or other areas to ensure visibility is not reduced.

D. Trees may be permitted in the sight triangle, at the discretion of the Land Use Administrator, if the trees have a single-trunk and foliage is kept trimmed between two feet and seven feet in height.

(Ord. No. 2018-21 , § 3, 10-2-18)

Sec. 5.03. - Access.

5.03.01. *Vehicular access.*

A. Access management, location, design, and construction of driveway connections to the City's road network shall follow criteria and standard practices as established by the City, based upon Florida Department of Transportation's Access Management Standards and Classifications rules.

B. All development sites shall provide permanent access from a paved street to each lot or parcel within the development in accordance with City standards.

C. Cutting or altering a curb on a public street is prohibited without a permit issued by the City in accordance with Chapter 9.

D. In addition to City approval, approval from Florida Department of Transportation for state roads, or Flagler County for county roads, is also required for any access onto such roads.

E. All driveways shall be designed and constructed to comply with all drainage standards as outlined in Chapter 9 and shall be constructed utilizing an approved paving material in accordance with City standards.

5.03.02. *Pedestrian access.*

A. All development shall provide paved sidewalks, meeting the latest ADA (Americans with Disabilities Act) and City standards, whenever the development fronts on a collector or arterial street.

B. All proposed development fronting a local street shall provide a five-foot wide paved sidewalk(s) along the entire frontage with the local streets, except as outlined below, based on the following standards:

1. Where sidewalks are present along frontage with a local street, a five-foot wide paved sidewalk shall be provided connecting the existing sidewalk to the principal building(s). Where development has frontage on more than one local street, five-foot wide paved sidewalks shall connect the principal building(s) to each local street.

2. Where no sidewalks are present, a sidewalk shall be provided. The City shall determine the location and size of the sidewalk based on the characteristics of the right-of-way.

3. If the construction of a sidewalk is not currently feasible or practical, the Land Use Administrator may allow the developer to make a payment into the Palm Coast Sidewalk Improvement Trust Fund in lieu of sidewalk construction; however, the design and location of new sidewalk must be part of the subdivision or site plan. If sidewalk location is within private property then a legal instrument must be provided to have public access. The legal instrument can be provided in a plat as a right-of-way and/or access easement.~~.~~

C. All new residential and nonresidential development adjacent to a proposed multi-use path, consistent with the Bicycle/Pedestrian Master Plan, shall provide a~~n eight-foot to~~ twelve~~ten~~-foot wide trail pathway (hard or soft surface per City standards) within the right-of-way or in an easement to provide for the extension of the trail system based upon a rational nexus and rough proportionality analysis.

D. Where development fronts on a collector or arterial road, a five-foot paved sidewalk shall be provided to connect the public sidewalk to the principal building(s) with the sidewalk being placed along the collector or arterial road. Where development fronts on more than one collector or arterial roadway, sidewalks shall connect the principal building(s) to each collector/arterial roadway. Five-foot paved sidewalks shall also be provided to connect to adjacent properties.

E. All new nonresidential and multifamily residential development shall provide safe and convenient pedestrian access and connectivity throughout the site. If necessary, such pedestrian access shall be within an easement consistent with Section 9.02.03E.

5.03.03. *Surfacing.* Access to any project or development shall require a hard surface driveway apron meeting City engineering standards connecting the driveway to the pavement of a public street.

5.03.04. *Single-family, duplex and townhouse driveway and garage standards.*

A. Parking spaces and garages for single-family, duplex and townhouse units shall be provided as follows with garages not counting towards minimum required parking spaces:

1. Single-family homes with less than 1,200 square feet in living area shall have at least a one-car attached garage and a permanent surface for two exterior parking spaces. Single-family homes with at least 1,200 square feet in living area shall have at least a two-car attached garage unless an exception is specifically permitted by another provision of this Code.

2. Duplexes with less than 1,~~300~~ 500 square feet in living area per unit shall have at least a one-car attached garage and a permanent surface for two exterior parking spaces per dwelling unit. Duplexes with 1,~~300~~ 500 or greater square feet in living area per unit shall have at least a two-car attached garage per dwelling unit unless an exception is specifically permitted by another provision of this Code.

3. A townhouse with less than 1,500 square feet in living area shall have at least a one-car garage and a permanent surface for two exterior parking spaces. A two-car garage is required for a townhouse with 1,500 or greater square feet in living area.

4. Off-street parking is prohibited adjacent to either side of the dwelling, except when such parking space provides access to a garage.

B. Driveways for single-family, duplex and townhouse units shall be provided as follows:

1. Driveways shall be completely paved. However, on one-acre or larger lots, where the garage is located at least 100 feet from the right-of-way, the pavement area may be limited as follows: Only the 20 feet closest to the garage, the driveway apron area within the right-of-way, and other portions of the driveway that are visible from the right-of-way and within 100 feet of the right-of-way, are required to be paved. The unpaved driveway area shall be of a stabilized material that will support emergency vehicles and meet City standards, such as graded and compacted asphalt milling or similar material. Pervious and permeable pavers and pavement which meet City standards are allowed and are acceptable Green Building materials.

2. Garages must have a driveway extending for a minimum of 20 feet in front of each garage door. The driveway shall be at least the width of the garage door(s), with a minimum width of ten feet, to allow for safe access. For the 20 feet of the driveway that is closest to the garage, driveways for one and two-car garages shall have a minimum width of 16 feet, and driveways for three-car or larger garages shall have a minimum width of 24 feet.

3. Residential driveways entering the public right-of-way shall be a minimum of ten feet wide at the right-of-way line and 16 feet wide at the roadway edge. On corner lots, driveways shall not enter the right-of-way within 25 feet of where the two rights-of-way lines ~~would~~ intersect ~~if extended~~.

4. Driveways shall either lead to a garage (standard driveway), or a circular driveway may be constructed. Except for corner lots, one approach of a circular driveway shall double as the standard driveway.

5. A standard driveway may also have a flare where the driveway widens to provide for an additional lane for vehicle parking. Additionally, standard driveways may have a turnaround so residents may avoid backing out onto the street. Turnarounds shall be located solely on the homeowner's property, except for radii, and not within rights-of-way. Turnarounds shall be a maximum of 9' wide by 18' long. In side yards, flares and turnarounds shall not encroach into side yard easements and shall not be located within five feet of side property lines.

6. Maximum driveway widths internal to the lot shall be 18 feet for circular driveways and turnarounds; and for standard driveways, including any flares, the internal widths shall be limited to 20 feet for a one-car garage, 36 feet for a two-car garage, 42 feet for a three-car

garage, and 48 feet for a four-car garage. For circular driveways that merge with standard driveways, only the standard driveway area may exceed the maximum width of 18 feet.

7. The lot area in front of the home's building façade out to the front property line must have a minimum of 25 percent landscaped planting area.
8. Driveways, driveway aprons and culverts beneath driveways shall conform to City design and permitting standards.
9. Owners proposing to utilize pavers as pavement on the portion of the driveway in the City right-of-way shall execute a Right-of-Way Utilization Agreement prior to City final approval.

(Ord. No. 2009-26, § 35, 12-15-09; Ord. No. 2018-21 , § 3, 10-2-18)

Sec. 5.04. - Parking.

5.04.01. *Plan requirement.* Off-street parking, loading space, and drive-through facility plans shall be submitted and approved during the site plan review process as outlined in Chapter 2.

5.04.02. *Off-street vehicle parking.* Off-street parking and loading facilities shall be provided for any new use established, for any addition or enlargement of an existing use, or any change of occupancy or manner of operation that would result in additional parking. See Chapter 1 for nonconforming uses and the remodeling threshold. Additional parking may be required only for such addition, enlargement, or change, and not for the entire building or use, unless it is determined, based on the historical function of the use or similar such uses, there is a need for additional parking.

A. *Off-street parking spaces required.*

1. *Minimum number required.* The required number of off-street motor vehicle spaces and any special requirements that may apply are provided in Table 5-3. When the number of off-street spaces required by this Code results in a fractional space, the number shall be rounded to the nearest whole number. Where parking is based on seating on benches or pews, each 24 lineal inches of the bench/pew shall be considered one seat.

Table 5-3: Parking Ratios

NOTE: Unless otherwise noted, all square footages (s.f.) are based on the gross floor area of the unit or building.

Type of use	Minimum Number of Spaces
Adult entertainment	1 space per 100 s.f.
Assembly places (houses of worship/religious institutions, funeral homes, movie theaters, auditoriums, arenas, stadiums, civic centers, and facilities with an auditorium, sanctuary, or gathering place, whether fixed seats or open area)	1 space per 4 seats
Banks and credit unions	1 space per 200 s.f.

Barber shops and beauty salons	1 space per 250 s.f.
Bowling alley	3 spaces per lane
Call centers and contact centers	1 space per 115 sq. ft.
Civic clubs and lodges (including civic membership organizations)	1 space per 3 seats plus 2 spaces per 100 s.f. of area devoted to public assembly without seats
Colleges, universities and business/technical schools	1 space per 3 on-site school population (students, faculty and staff but excluding online students)
Convenience store (with or without fueling stations)	1 space per 200 s.f. + 1 space per 2 seats for food patrons
Day care, child care, private schools (k-12)	2 spaces per employee on the largest shift. For private high schools, add 1 space per 2 students in 11th and 12th grade
Fitness center/health club/dance studio	1 space per 125 s.f.
Furniture/mattress store	1 per 700 s.f.
Gasoline service stations/vehicle service and repair facilities	1 space per 250 s.f. of area devoted to sales or customer lounges, plus sufficient area to accommodate vehicles at pumps without interfering with other parking, plus 3 spaces per service bay
Golf course	4 spaces per hole; plus 1 space per 250 s.f. of clubhouse
Golf driving range/putting greens	1 space per 2 driving tees/putting greens + parking for any structures
Golf, miniature	1.25 spaces per hole + parking for any structures
Grocery/supermarket [1]	1 space per 200 s.f.

Group lodging, including nursing homes, rest homes, convalescent homes, assisted care facilities, and other similar facilities	1 space per 2 beds or 0.75 space per unit
Home Improvement/Building Materials and Garden Centers [1]	3.5 spaces per 1,000 s.f.
Hospitals and other medical facilities providing overnight accommodations	2 spaces per bed
Hotels, motels, and other similar lodging and accommodations establishments, without restaurants or lounges open to the public	1.15 spaces per sleeping room
Hotels, motels, apartment hotels, and other similar lodging and accommodations establishments, with restaurants or lounges open to the public	1.15 spaces per sleeping room, plus parking required at 50% of normal rates for any restaurant or drinking establishment
Independent living units (associated with a continuing care retirement community)	1.25 spaces per unit
Industrial, manufacturing and production uses	1 space per 750 s.f.
Marinas	1 space per 3 boat berths (wet slip or dry storage)
Medical or dental offices, medical or dental laboratory, and medical clinics, and veterinary clinics	1 space per 250 s.f.
Mini-warehouse or self-storage facilities including boat and recreational vehicle storage	Minimum of four spaces required. Facilities providing more than 200 storage units require an additional 1 space per 50 units. (Storage units include both indoor storage units and outdoor RV/Boat storage spaces.)~~2 spaces per 100 storage units and a minimum of 4 vehicle/boat storage spaces~~

Multi-family dwellings	1 space per efficiency unit 1.5 spaces per 1 bedroom 2 spaces per 2 bedrooms and over
Offices (general, professional, or government)	1 space per 250 s.f.
Plant nursery	1 space per 250 s.f. of building area + 1 space per 2,000 s.f. of display areas open to the public
Restaurants (with or without a drive-through), drinking establishments	1 space per 50 s.f. of areas open to the public + 1 space per 75 s.f. of outdoor eating/drinking areas
Shopping centers, discount superstores, and multi-tenant retail centers [1]	1 space per 250 s.f.
Retail including pharmacies and business services	1 space per 250 s.f.
Single-family dwelling, duplex, two-family and townhouse units	2 spaces per unit
Tennis, bocce ball, pickle ball, shuffleboard and racquetball facilities	1.5 spaces per court
Vehicle and boat sales/dealership	1 per 3,000 s.f. of open or enclosed sales area
Warehouse	1 space per 1,200 s.f.
[[1] An additional parking space equivalent is required for every 50 parking spaces for shopping cart storage for shopping center development exceeding 50,000 s.f.]	

2. *Uses not listed.* The required number of spaces for any use not specifically mentioned shall be the same as the use most similar to the proposed use, based on data provided by the Institute of Transportation Engineers in Parking Generation or similar studies.
3. *Multiple uses.* Except for a multi-tenant retail center or shopping center, where a combination of uses is proposed for development, parking shall be provided for each of the uses as prescribed by Table 5-3, unless a shared parking agreement acceptable to the City is reached by the property owner(s) (see Section 5.04.08).
4. *Maximum parking permitted.* For all land uses, except for single-family and two-family residences, the maximum permitted number of parking spaces shall not exceed 1.2 times the minimum parking required by this section unless the Land Use Administrator finds that

exceeding the maximum is justified based upon sound and generally accepted land use planning practices and principles as demonstrated within a Parking Flexibility Study.

5. *Screening.* Screening is required for off-street parking spaces in accordance with Section 11.03.04.A.
6. *Internal parking lot landscaping.* For parking lot islands and their related landscaping requirements see Section 11.03.04.B.

B. *Flexibility.*

1. The Land Use Administrator may authorize an adjustment of up to 20% in the total parking requirements where it is demonstrated that the application of the parking ratios is inappropriate for a proposed use due to the mix of existing or proposed uses on the property. A request for adjustment may require the submission of a site plan, traffic and parking study, and floor plan, which address the rationale for reducing or increasing parking requirements. Considerations and approval shall be contingent upon the continued operation of like or similar uses as identified under the approved plan. A change in the use category of parking shall require separate consideration. Pervious surface materials may be utilized when increasing parking requirements, where feasible, and may include pervious pavement, brick pavers, or other permanent pervious materials supported by green building principles. Stabilized grass parking with paved parking aisles may be considered, where feasible, for periodic overflow parking. Reducing parking requirements may require additional pervious areas and adequate stormwater capacity to accommodate potential future parking spaces per Code.
2. The Land Use Administrator may approve de minimis variations of parking lot or design standards if it is determined that a substantial public benefit would be attained. The de minimis variance may include reducing the required number of parking spaces; public benefits may include: the use of alternative surface materials; or varying from design standards when specimen or historic trees can be saved, utility conflicts can be avoided, or where architectural aesthetics can be improved.
3. Up to 33 percent of required parking for not-for-profit and non-profit groups and civic clubs that only use the parking periodically (one day or less per week except for occasional special events), may be provided as stabilized grass parking, with approval of the Land Use Administrator, where those spaces are served by paved parking aisles and are generally located further from the use being served than the paved spaces. Landscaped islands are required with stabilized grass parking (see Section 11.03.04.B.3.b). Stabilized grass parking spaces shall be appropriately graded and computed as impervious areas for water management purposes, and stabilized grass parking spaces that are utilized more often than periodically as defined above shall be paved if required by the Land Use Administrator based on amount of use.
4. All of the overflow parking (parking that exceeds the minimum number of required spaces) for not-for-profit and non-profit groups and civic clubs that only use the parking on an occasional basis may be provided as stabilized grass parking and stabilized grass drive aisles, with approval of the Land Use Administrator, where those spaces are generally located further from the use being served than the required parking. Landscaped islands are required with stabilized grass parking spaces (see Section 11.03.04.B.3.b). Stabilized grass parking spaces and stabilized grass drive aisles shall be appropriately graded and computed as impervious areas for water management purposes.

C. *Location.*

1. Each off-street parking space shall be located on the site it services, unless provided otherwise in this Code.

2. Nonresidential off-street parking spaces and access ways shall not be located closer than eight feet from any side property line, unless both adjoining properties are part of a master plan, share an access way, or similar circumstances exist. The minimum queuing distance required from the property line along a right-of-way to the first parking space or parking aisle is: a) 20 feet along a local public roadway: b) 35 feet along a collector roadway: or c) 50 feet along an arterial roadway: unless the applicant demonstrates, based on a traffic study, that a reduced queuing distance will not pose a hazard or interfere with pedestrian and vehicle traffic operations. However, traffic from a proposed development must not stack onto a public right-of-way during typical peak hour operating conditions.
3. All required parking stalls shall have direct and unobstructed access from a parking aisle.

D. *Off-street circulation.*

1. Internal circulation patterns, and the location and traffic direction of all access ways and parking aisles, shall be designed and maintained in accordance with accepted principles of traffic engineering and traffic safety, and clearly marked as required by the City.
2. Vehicular circulation shall be completely contained within the property and vehicles located within a portion of the development must have access to all other portions without using the adjacent street system.

E. *Parking facility design.*

1. All parking facilities shall be graded and provided with permanent storm drainage facilities meeting the construction specifications set by the City. Surfacing, curbing, and drainage improvements shall be sufficient to preclude the free flow of water onto adjacent properties or public streets or alleys, and to provide adequate drainage.
2. Reserved.
3. Any off-street parking facility shall have access ways of sufficient width to allow for two-way traffic, or one-way access ways that are connected to parking aisles, parking areas, or maneuvering areas in such a manner as to permit traffic to simultaneously enter and leave the property. An access way that is only wide enough for one-way traffic shall have signage designating it for one-way operation.
4. Single-lane one-way access ways shall be a minimum of 14 feet wide. Two-way access ways shall be a minimum of 24 feet wide, exclusive of any median. Required access way widths may be increased by the City based on vehicle types and numbers of vehicles expected to use the facility, or if the Fire Prevention Code justifies such increase based upon traffic engineering and safety considerations.
5. Parking spaces and parking aisles shall be designed in accordance with Table 5-4.
6. Applicants are encouraged to reduce paved areas by reducing the perpendicular depth of standard parking spaces to 18 feet of pavement with two feet of overhang area, subject to the following conditions:
    a. Continuous curbing shall be used at the overhang.
    b. The overhang will not interfere with the healthy growth of adjacent landscaping material.
    c. Any abutting sidewalk is raised a minimum of six inches and is a minimum of seven feet wide. A sidewalk located at least two feet from the front of curb does not need to meet these standards.

Table 5-4: Parking Space and Parking Aisle Requirements

Parking Angle (degrees)	Standard Stall Width (feet)	Stall Depth Perpendicular to Aisle (feet)	Curb Length Parallel to Aisle (feet)	Parking Aisle Width One-Way Traffic (feet)	Parking Aisle Width Two-Way Traffic (feet)
0 (parallel)	10	10	23	12	24
45	9	21.2	12.7	14	24
60	9	22.3	10.4	18	24
90	9	20	9	24	24

Note: Parking spaces are measured from the centerline of painted stripe to edge of curb or center-line of painted stripe.

7. Parking stalls shall be delineated with a white pavement striping that is six inches wide.
8. Reserved.
9. For any nonresidential or multi-family use providing 50 or more spaces, a maximum of three for every 50 required spaces may be reduced in size and designed to accommodate parking for motorcycles. When provided, motorcycle parking shall be clearly identified by a sign, be at least 4.5 feet wide, surfaced with concrete, and have pavement striping. Motorcycle spaces may count towards required vehicular parking spaces.
10. All permanent off-street parking and loading and/or unloading areas except as permitted under Sections 5.04.02.B.3 and 5.04.02.B.4, shall be surfaced with brick, pavers, asphalt, or concrete, and all materials shall meet City design standards.

F. *Maintenance.*

1. All required parking facilities shall be properly maintained in perpetuity by the property owner or appropriate property owners association. Such facilities shall be used exclusively for the temporary parking of motor vehicles.
2. Parking facilities shall not be used for the sale, display, or storage of merchandise, for the storage or repair of vehicles or equipment, or activities other than providing public and employee parking, unless another activity was approved on the site plan.
3. All parking and loading facilities shall be properly maintained to ensure the desirability and usefulness of the facility, including maintenance of finished and stabilized surfaces, parking stripes and required signage. Parking stripes that are faded shall be repainted, and faded or missing required signage shall be replaced. Such facilities shall be maintained free of potholes, refuse, debris, or other accumulated matter and shall at all times be available for the off-street parking or loading use consistent with applicable development approvals.
4. Landscaping materials located within sight triangles shall be properly trimmed and maintained.

5.04.03. *Bicycle parking.*

A. All developments (except for single-family and duplex platted lots) requiring off-street parking shall provide parking for bicycles in accordance with the following standards:

1. Multifamily development shall provide bicycle parking spaces to the equivalent of ten percent of the required vehicular parking spaces.
2. Nonresidential developments shall provide bicycle rack spaces as follows:

Table 5-5: Bicycle Rack Ratios for Nonresidential Developments

Required Number of Automobile Parking Spaces	Minimum Number of Required Bicycle Rack Spaces
1—40	2
41—60	3
61—80	4
81—100	5
Over 100	5 plus 1 for each 20 automobile parking spaces over 100, provided that the maximum number of required bicycle spaces shall not exceed 20

B. Bicycle rack facilities shall meet the following standards:

1. Shall be designed to allow each bicycle to be secured against theft.
2. Shall be installed in a permanent manner to resist removal.
3. Shall be installed to resist damage by rust, corrosion, or vandalism.
4. Shall accommodate a range of bicycle shapes and sizes and allow easy locking without interfering with adjacent bicycles.
5. Shall not interfere with pedestrian or vehicular movement.
6. Shall be located within 200 feet of the building entrance(s) they are intended to serve.

5.04.04. *Parking lot lighting.* The lighting design for new and redevelopment sites shall meet the lighting requirements set forth in Chapter 9.

5.04.05. *Americans with Disabilities Act requirements for access and parking.* Accessible parking shall comply with Florida Department of Transportation Design Standards and Chapter 17 of the Florida Americans with Disabilities Act Architectural Barrier Removal and Compliance Manual, 2005 Edition, as amended. The total number of parking spaces required in this chapter includes the minimum number of accessible parking spaces required.

5.04.06. *Temporary parking.* The Land Use Administrator may require new nonresidential uses to provide a minimum of one and a maximum of two parking spaces for temporary pick-up and drop-off

based on the size and use of the development. The temporary parking space(s) shall be located near the primary building entrance. Temporary parking shall count towards the total required parking spaces.

5.04.07. *Off-street loading or unloading space requirements.*

A. At the time of construction of any of the categories of buildings listed in Table 5-6, or at the time of structural alteration for an increase in their size or capacity, off-street loading and/or unloading spaces with adequate means of ingress and egress from a public street or access way shall be provided without interfering with the public use of streets, off-street parking spaces, or taxi stands. Off-street parking spaces shall not be used to meet off-street loading requirements.

B. The dimensions, design, and location of all off-street loading spaces shall meet the requirements as outlined in this Code.

C. Loading spaces shall not block streets, alleys, driveways, or sidewalks. Loading spaces shall not impair the movement of vehicles or pedestrians on streets, alleys, or sidewalks. Loading areas shall not use a public right-of-way or adjacent property as part of a maneuvering area, or use a public right-of-way or adjacent property as part of a temporary or permanent parking area for loading or unloading.

D. The minimum number of off-street loading and/or unloading spaces and the design shall meet the needs of the proposed use and reasonably expected future uses, and shall have the minimum dimensional requirements as displayed in the following tables:

Table 5-6: Loading or Unloading Space Requirements

Use Category	Floor Area in Square Feet	Number of Spaces Required
Retail Sales and Service, Restaurants, or Similar Uses	5,000—20,000	1
	20,001—50,000	2
	Each additional 25,000 square feet or major fraction thereof	1
Offices, Hotels, Hospitals, Nursing Homes, Adult Congregate Living Facilities, Multi-Family Project or Similar Uses	30,000—100,000	1
	Each additional 100,000 square feet or major fraction thereof	1
Arenas, Auditoriums, Stadiums, Convention Centers, Exhibition Halls, Museums, or Similar Uses	10,000—50,000	1
	50,001—100,000	2

	Over 100,000	4
Any Industrial Use and any Wholesale, Retail, and Nonresidential Storage Facility (Not Required for a Self-Storage Facility)	5,000—25,000	1
	25,001—55,000	2
	55,001—85,000	3
	Each additional 30,000 square feet or major fractions thereof	1

E. Every loading space shall demonstrate adequate turning radius and movement based upon the requirements of the delivery truck and meet the following minimum dimensions:

Table 5-7: Loading Space Dimensional Requirements

Length or Depth of Space	30 feet*
Width	12 feet
Height or Vertical Clearance	14 feet

* For tractor-trailer trucks, a 55-foot length is required. Retail and industrial buildings with 50,000 square feet of retail area or more shall have at least one loading space for tractor-trailer trucks, and buildings with 100,000 square feet of retail area or more shall have at least two loading spaces for tractor-trailer trucks, unless the applicant demonstrates a standard size loading space will suffice for one or both spaces based on the nature of the use(s).

F. Loading spaces for tractor-trailer trucks shall not be located within 100 feet of any residential use or zoning district boundary and these spaces shall be located to the rear of the principal structure and screened from view of the public right-of-way or access easement.

G. Uses not listed. The required number of loading spaces for any use not specifically mentioned above shall be the same as the use most similar to the proposed use, or be guided by requirements for such use in other jurisdictions, or by data provided by the Institute of Transportation Engineers, or other similar studies.

H. An adjustment in the loading requirements may be approved where it is demonstrated that the application of the loading ratios is inappropriate for a proposed use due to specific site or use conditions. The applicant must submit a site plan and operational analysis which address the rationale for reducing or increasing loading requirements. Approval shall be contingent upon the continued operation of like or similar uses as identified under the approved site plan. If there is a change in the use category of loading, a new application must be submitted.

5.04.08. *Shared parking and joint use of facilities.*

A. The Land Use Administrator may permit the required off-street parking spaces for a use to be shared as required parking spaces for another use upon finding that:

1. The shared parking spaces are in close proximity and readily accessible to the uses served thereby;

2. The uses served thereby have different peak periods or the required parking is excessive for one use; and

3. The design of the parking area in terms of traffic circulation, vehicular and pedestrian access, stormwater management, landscaping, open space preservation, and public safety meets the requirements of this Code.

B. A shared parking usage analysis shall be employed for calculating parking requirements for multiple uses.

C. Accessible spaces shall be based on the single use parking requirement. The shared parking methodology shall only reduce the general parking requirement.

D. Upon a finding by the Land Use Administrator that shared parking is appropriate, the Land Use Administrator shall issue a development order or approve an agreement for shared parking, which shall be recorded in the public records, and shall be enforceable by the City.

5.04.09. *Fleet storage.*

A. *General requirements.* In all zoning districts except industrial zoning districts or industrial type uses in the PSP Zoning District, the following requirements apply to the storage of five or more operable and inoperable motor vehicles which are owned (includes ownership under another corporate entity for which vehicles serve the business establishment located at the site) or leased by a business establishment located on the site on which the motor vehicles are located, excluding lawful and permitted businesses that inherently require the display of motor vehicles, trailers, heavy commercial vehicles, and construction equipment (i.e. automobile dealerships, tractor dealerships, etc.).

1. Areas specifically designated for fleet vehicles shall be screened from public view using a Tall Screen Planting described in Table 11-4 in this Code.

2. Fleet vehicle parking spaces and areas shall not be used to satisfy the required off-street parking for its land use as required in this Code.

3. It is prohibited and unlawful to park an inoperable motor vehicle for any part of a 24-hour period unless the motor vehicle is enclosed within a building or located within an opaque enclosure that is no less than six feet in height.

4. Fleet vehicles shall be used solely for the purpose of conducting activity associated with the business establishment (licensed by applicable federal, state, and local agencies) at the location where the motor vehicles are parked.

5. A business with fleet vehicles desiring to locate into an existing building in an appropriately zoned district shall establish a designated area for the fleet vehicles in compliance with this section if such area is not already established. A site plan shall be submitted to the Land Use Administrator to determine compliance.

B. *Exemptions.* This section does not apply to commercial motor vehicles parked during active loading and unloading for any part of a 24-hour period within areas designated as loading spaces on an approved site plan or to automobiles or sport utility vehicles.

5.04.10. *Boat and recreational vehicle commercial storage facilities.* Where boats or recreational vehicles are commercially stored outside, they shall only be stored on pavement located behind buildings or preserved wooded areas so they are generally hidden from the public rights-of-way, unless specifically permitted by Code.

5.04.11. *Drive-through facilities.*

5.04.11.01. *Location.*

A. A site that contains drive-through facilities shall be located on a collector or arterial road.

B. Drive-through facilities for an automated teller machine (ATM) shall only be located on sites with a financial institution; or, if within a multi-tenant retail center or shopping center, where the applicant demonstrates that the facilities will not interfere with the safe movement of traffic.

5.04.11.2. *Stacking lanes and spaces.*

A. All facilities providing drive-through service shall provide stacking lanes in compliance with the standards of this section. A stacking space shall be a minimum of ten feet in width and 20 feet in length, measured starting ten feet behind the pickup window.

1. Drive-through lanes must be clearly distinguished from parking aisles by acceptable pavement markings or pavement color.

2. On-site stacking spaces must accommodate stacking demand under the typical a.m., mid-day, and p.m. peak hour conditions of adjacent roadways.

3. A 12-foot wide paved bypass lane (11 feet if the stacking lane is increased to a width of 11 feet) shall be provided for drive-through facilities, unless the City determines the bypass lane is unnecessary due to unique site conditions.

B. Restaurants with drive-through facilities shall provide a minimum of nine stacking spaces. The bypass lane shall serve customers at least until they have traveled past the point where orders are taken.

C. Banks, financial institutions, dry cleaners, and pharmacies shall provide a minimum of four stacking spaces per lane; except for automated teller machines, which shall have three spaces per lane.

D. An automated car wash, and a manned or unmanned gatehouse or entry control structure, shall provide a minimum of three stacking spaces per service lane.

E. A six feet high solid decorative wall shall be provided along all property lines abutting lots or parcels zoned or used for residential purposes in order to block lights and noise from vehicles in the stacking lanes or drive-through facility.

F. Stacking lanes shall not be located within a designated delivery area or loading zone.

G. Within the OFC-1 District, drive-through facilities may have only a single lane with a single service window, unless the second lane is serviced by the same single window, or by an automated device (e.g., ATM).

H. Uses not listed. The required number of stacking spaces for any use not specifically mentioned shall be the same as the use most similar to the proposed use, or be guided by requirements for such use in other jurisdictions, or data provided by the Institute of Transportation Engineers in Parking Generation, or other similar studies.

I. The Land Use Administrator may determine an increase or reduction in the stacking requirements is required where it is demonstrated that the stacking number is inappropriate for a proposed use due to the property configuration, the specific nature of the use, or traffic flow patterns.

1. To request a modification, an applicant must submit a site plan and traffic study which address the rationale for reducing the stacking requirements.

2. Approval shall be contingent upon the continued operation of like or similar uses as identified under the approved site plan.

3. A change in the use category shall require a new application for modification.

(Ord. No. 2009-26, §§ 36—40, 12-15-09; Ord. No. 2012-3, § 4(Exh. 2), 5-1-12; Ord. No. 2018-21 , § 3, 10-2-18)

Chapter 6 - RESERVED

Sec. 7.01. - Purpose and Intent.

The purpose of this chapter is to implement the concurrency provisions of the Comprehensive Plan, as mandated by Section 163.3180, Florida StatutesF.S. ch. 163 , and the Florida Administrative Code. No development order or permit which contains a specific plan of development, including the densities and intensities of development, shall be issued except in accordance with this chapter.

Sec. 7.02. - Public Facilities.

The public facilities subject to concurrency and the regulations in this chapter include: transportation facilities, potable water, sanitary sewer, solid waste, drainage, schools, and parks and recreation.

Sec. 7.03. - Tracking and Reporting.

7.03.01. *Concurrency management monitoring system.* The City hereby establishes and shall maintain a concurrency management monitoring system which consists of an inventory of public facility capacity and a demand accounting system that reflects the current status and availability of public facilities. A status report on the concurrency management monitoring system shall be prepared by the City on annual basis.

7.03.02. *Concurrency baseline statement.*

A. The Land Use Administrator shall develop a concurrency baseline statement which shall be effective for one year after its issuance. Nothing herein precludes, however, the issuance and effectiveness of more frequent amendments to the concurrency baseline statement. The concurrency baseline statement is an assessment of public facility available capacity anticipated for the reporting period.

B. The available capacity reported for each public facility in the concurrency baseline statement shall be determined by using calculations from the concurrency management monitoring system and projections of public facility demand for vested developments. The public facility demand for vested projects shall be based upon a reasonable projection of the progress of each proposal or project, population projections, and other technical considerations, such as the practices and assumptions utilized in the Comprehensive Plan.

Sec. 7.04. - Concurrency Review.

7.04.01. *Applicability.* All proposed developments or improvements to property requiring a final development order, except those developments or improvements which are exempt, as outlined in Subsection 7.04.02, or vested by this chapter, shall be subject to concurrency review prior to the issuance of a final development order.

7.04.02. *Exemptions.*

A. Final development orders, including building permits, which permit or approve the following types of development, are exempt from concurrency review if the Land Use Administrator finds that no additional impact on public facilities is created:

1. Approved development plans which are specifically exempted from or specifically determined to be vested from the concurrency requirements in the Comprehensive Plan, pursuant to applicable laws.

2. Single-family and duplex residential lots platted as of November 16, 2008 are only exempt from transportation concurrency review.

3. Modifications to residential dwellings that include additions, renovations, or reconstruction that do not increase the number of dwelling units on the site or approved for the property prior to the modifications.

4. Additions, renovations to, or reconstruction of, accessory dwelling units, garage apartments, or other similar accessory units on parcels properly zoned to allow the accessory dwelling units.

5. Public facilities such as City offices, community centers, fire stations, parks, police stations, ~~hospitals (public or not for profit),~~ water or sewer facilities, other public works, and other public facilities as determined by the Land Use Administrator.

B. A Development of Regional Impact that has been approved pursuant to Section 380.06, Florida Statutes~~F.S. ch. 380~~, for which the development is proceeding in compliance with the conditions of the Development of Regional Impact approval, may be exempt from transportation concurrency as provided by the Development of Regional Impact Development Order, if the development meets all the requirements of Section 163.3180 (5)~~F.S. § 163.3180 (12)~~, and this chapter.

C. Final development orders which permit or approve development that creates a de minimis impact, as defined by F.S. § 163.3180 ~~(6)~~, shall be exempt from concurrency review for transportation facilities.

7.04.03. *Deferral option.*

A. Any applicant for a final development order may elect to defer concurrency review until the time at which an application for the final development order preceding a preconstruction conference or the commencement of any construction activity is filed. The applicant shall execute an affidavit acknowledging that development rights have not been vested and that development on the subject parcel shall be required to undergo concurrency review in the future. Deferral of school concurrency review is determined by the Flagler County School District.

B. Reserved.

C. A deferral affidavit shall be submitted to the Land Use Administrator.

7.04.04. *Standards for review.*

A. The City shall not issue a final development order, or an extension or amendment to an approved development order, unless there is sufficient available capacity of public facilities to meet the established levels of service. The City shall not grant a final development order unless one of the following standards is met:

1. The necessary public facilities are available and in place at the time the development is authorized in accordance with the Comprehensive Plan; or

2. The development order is issued subject to the condition that the necessary public facilities will be in place when the impacts of the development occur; or

3. The necessary public facilities are under construction at the time the development is authorized; or

4. The necessary public facilities are guaranteed in an enforceable development agreement that requires that the public facilities will be in place, except transportation facilities, when the impacts of development occur and that the applicant or developer will pay a proportionate ~~fair~~ share of the costs incurred to fulfill the need for the facilities and services created by proposed development. The enforceable development agreement for improvements must be financially guaranteed by cash, letter of credit, or similar instrument approved by the Land Use Administrator on a form satisfactory to the City and issued by a financial institution acceptable to the City or Land Use Administrator; or

5. The final development order permits or approves development that is exempt from concurrency review as outlined in Subsection 7.04.02.

B. For transportation facilities, the facilities must be available, programmed, or contracted to be under construction within three years of the subject final development order, or consistent with

provisions of the Florida Administrative Code. The impact thresholds and spheres of influence for arterial and collector roads shall be consistent with sound and generally accepted engineering standards and principles. When transportation facilities or segments are identified as deficient through the Concurrency Management System, including transportation facilities maintained by the Florida Department of Transportation or another jurisdiction, the Proportionate ~~Fair-~~Share Program as provided in Section 7.07 may satisfy this requirement.

7.04.05. *Application for concurrency.*

A. *General requirements.*

1. Applications for concurrency may be submitted at any stage of development, but may only result in the issuance of a certificate of concurrency when issued in conjunction with a final development order.

2. For the purpose of the concurrency review, the maximum density or intensity allowed under the future land use and zoning designation shall be used, unless the applicant provides a development scenario. If an applicant provides a development scenario, concurrency will be determined based upon that scenario and the density or intensity of the subject property can not be increased without a new concurrency review.

3. Methodologies consistent with sound and generally accepted engineering and planning practices and principles shall be utilized to determine the impacts of proposed development and their effect on the available capacity of public facilities.

B. *Traffic study requirements.* An application for concurrency must include a traffic impact analysis (traffic impact analysis is synonymous with traffic impact study). The traffic impact analysis shall be consistent with sound and generally accepted engineering and planning practices and principles. In addition, the applicant is required to meet with the Land Use Administrator before conducting the traffic impact analysis to discuss appropriate methodology and/or mitigation proposals to be included in the traffic impact analysis. At a minimum the traffic study shall:

1. Identify the land use type of the proposed development, based on a generally accepted land use classification system (e.g., the North American Industry Classification System, the Land-Based Classification Standards, and/or Institute of Transportation Engineers Trip Generation Manual);

2. If the proposed development consists of multiple land uses, the traffic study must reflect the aggregated demand for capital transportation improvements generated by each land use type within the proposed impact-generating development;

3. Identify additional new trips (PM Peak Hour), additional vehicles (PM Peak Hour), current capacity/volume of affected roadway(s) (PM Peak Hour), available capacity/volume of affected roadway(s) (PM Peak Hour) before the proposed development, estimated capacity/volume of affected roadway(s) (PM Peak Hour), after the proposed development is complete (may be shown in phases of development), anticipated turning movements (PM Peak Hour), and additional anticipated roadway(s) capacities/volumes or improvements that may be needed to accommodate a reduced level of service identified through traffic study analysis; and

4. Utilize the latest edition of the Institute of Transportation Engineers Trip Generation, 11~~7~~th Edition or later.

The findings of a traffic study satisfying the above requirements, including approval by the Land Use Administrator regarding the acceptability of the proposed traffic study methodology, shall be considered valid and applicable for a period of one year after the date it was either received by the City.

(Ord. No. 2009-26, §§ 41—44, 12-15-09)

Sec. 7.05. - Certificate of Concurrency.

7.05.01. *General provisions.*

A. Certificates of concurrency may only be issued in conjunction with the issuance of a final development order.

B. Certificates of concurrency are not transferable to another parcel or parcels of real property. Certificates of concurrency shall benefit and run with the parcel of real property to which the application related subject to the limits prescribed in this chapter and shall contain detailed information relating to limitations on uses and development densities and intensities.

C. If an application for development is found to be exempt from the concurrency review of the Concurrency Management System review requirements of the Comprehensive Plan, this chapter, applicable requirements of the Florida Statutes, or state law, then, consistent with the provisions of this chapter, a certificate of exemption shall be issued without conditions being attached thereto.

D. If a parcel of real property is not vested by the concurrency provisions of the Comprehensive Plan, this chapter, or applicable requirements of the Florida Statutes, a certificate of concurrency shall be valid for so long as the underlying development order relating to the subject real property, or a subsequent development order issued during the good faith continuation of the development, is valid.

7.05.02. *Reservation of capacities.*

A. *Reservation process.* The purpose of the public facility capacity reservation process is to afford property owners and developers the assurance that adequate capacity for requisite public facilities will be available when needed for a particular project, and to provide a higher degree of certainty during the construction financing process. The reservation process requires the applicant to reserve public facility capacity at the time of issuance of the certificate of concurrency.

B. *Reservation fees.* Unless the applicant provides other assurances acceptable to the City that adequate public facilities will be available concurrent with the impacts of development (such as, by way of example, a binding development agreement), all facility reservation fees shall be paid prior to the issuance of a certificate of concurrency and before authorization of any construction, pursuant to the provisions of this chapter. For phased development, the binding development agreement shall include the number of phases, quantity of development associated with each phase, the timing of facility reservation fee payments, and provisions that ensure that development of each phase will not commence until the facility reservation fees have been paid. The applicant shall pay all facility reservation fees due at the time of, and as a condition precedent to, the issuance of a building permit relating to the project, with said fees being paid at the rate in effect at the time of building permit issuance. Each facility reservation fee shall be calculated on the same basis as the application for a certificate of concurrency. Said fees shall be paid as follows:

1. For each public facility, the facility reservation fee shall be an amount equivalent to the then applicable City impact fee. All impact fees shall be required to be assessed and paid as a condition of receiving a building permit pursuant to the impact fee rate schedules in effect at the time a building permit is issued. However, each facility reservation fee previously paid shall be credited towards the corresponding impact fee as a per unit fixed-dollar deduction from the applicable impact fees at the time of building permit issuance.

2. For reservation of roadway capacity, applicants may select to reserve capacity for a fixed period of time, the periods of time being from one year to three years with associated scaling based on amount of the reservation fees paid. The scaling amount to be paid to secure the reservation would be:

    33% of total impact fee amount for one-year reservation period;

67% of total impact fee amount for two-year reservation period;

100% of total impact fee amount for three-year reservation period.

The Developer shall be required to pay the remainder of the required total impact fee amount due at the time of, and as a condition to, receiving a building permit. The scaled reservation fees paid previously shall be credited toward the impact fee in effect at the time of the building permit, and shall be on a dollar-for-dollar basis.

3. For water and sewer services, the facility reservation fee shall be an amount equivalent to the then applicable capacity fees and on the basis of the rates then in effect pursuant to the applicable rules, regulations, and requirements.

C. *Refund of reservation fees.* If a final development order is not issued, expires, or is surrendered pursuant to an amending development order issued by the City or an amending development agreement, an applicant may request in writing, and the City shall issue, a refund of facility reservation fees, excluding the processing fee, if the appropriate following conditions are met:

1. For all public facilities (i.e., transportation facilities, solid waste facilities, sanitary sewer, potable water, drainage facilities, schools, and parks and recreation facilities), capacity shall be surrendered and thereupon a refund shall be made by the City at the earlier of either of the following events occurring:

a. A determination has been made by the Land Use Administrator that such refund shall not require or result in the elimination, deferral, or delay of a project which is needed to maintain the adopted level of service of the Comprehensive Plan.

b. Another development is paying like facility reservation fees for the public facilities associated with the development for which the facility reservation fees are requested to be refunded. Like facility reservation fees shall be deemed those fees associated with and collected from another development paying the same impact fees relating to the same impacts on concurrency public facilities.

D. *Subject to required permits.* All water and sewer reservations of capacity shall be subject to the issuance of all required permits from the Florida Department of Environmental Protection and any other applicable agencies.

E. *Vested developments.* If a development is vested under this chapter, the requirements relating to the payment of impact fees and connection fees shall fully apply. If the payment of connection fees for water and sewer service is required to reserve capacity, such payment must occur. Vested status does not guarantee the availability of water or sewer capacity.

7.05.03. *Expiration.* Reservations of a certificate of concurrency shall run with the life of the development order, unless otherwise noted in Subsection 7.05.02, Reservation of Capacities.

7.05.04. *Cease and continuance.* If a public facility to be provided by an applicant is not available at the time of the development's impacts, further development shall cease until all required public facilities are constructed. If a public facility to be provided by an applicant is included in a binding contract, but the construction is behind schedule, development may continue, but no releases for final electrical service or certificates of occupancy shall be issued until the facility has been accepted or approved by the City. If, however, a public facility is to be provided by the City and is not completed on time, development may continue within the conditions in the development order; provided, however, that certificates of occupancy or releases for final electrical service shall not be issued until potable water, sanitary sewer, and solid waste capacities are available.

Sec. 7.06. - Phasing of Vested Development.

A. Developments which have been granted development rights or have been determined to be vested shall be required by the Land Use Administrator to enter into a development agreement, if a similar

agreement has not been previously entered, which development agreement sets forth a reasonable schedule for the completion of development and, accordingly, the impacts upon public facilities.

B. Development agreements for vested developments should be entered prior to the preconstruction conference being held.

C. Each development phase shall begin on the date the preconstruction conference is held and shall terminate upon the issuance of a certificate of completion relating to a defined part of the overall development plan. The preconstruction conference for a subsequent phase must occur within two years of the issuance of the certificate of completion of the prior phase in order to retain vested status.

D. No phased development, except for Development of Regional Impacts, may have a build-out schedule exceeding 20 years.

Sec. 7.07. - Proportionate ~~Fair-~~Share Program.

7.07.01. *Purpose and intent.* The purpose of this section is to establish a method to mitigate the impacts of development on transportation facilities by the cooperative efforts of the public and private sectors, and shall be known as the Proportionate ~~Fair-~~Share Program.

7.07.02. *Applicability.* The Proportionate ~~Fair-~~Share Program shall apply to all developments in the City that impact a road segment or intersection in the Concurrency Management System, including transportation facilities maintained by Florida Department of Transportation or another jurisdiction that are relied upon for concurrency review, and that have been notified that a failure to achieve transportation concurrency on a roadway segment, segments, or intersection(s) exists. The Proportionate ~~Fair-~~Share Program does not apply to developments meeting the de minimis standards under F.S. § 163.3180 ~~(6)~~ or to developments exempted from concurrency.

7.07.03. *General requirements.*

A. An applicant may propose satisfying the transportation concurrency requirements of the City by making a proportionate ~~fair-~~share contribution, pursuant to the following requirements:

1. The proposed development is consistent with the Comprehensive Plan and this Land Development Code.

2. The 5-year Capital Improvement Program includes transportation improvement(s) that, upon completion, will mitigate additional traffic generated by the proposed development, as determined by the Land Use Administrator, and in accordance with the proportionate ~~fair-~~share statute.

B. The Land Use Administrator may determine to allow an applicant to satisfy transportation concurrency through the Proportionate ~~Fair-~~Share Program by contributing to an improvement that, upon completion, will mitigate the impact of additional traffic generated by the proposed development, as projected by City staff, using best available data and methodologies, but is not contained in the Capital Improvement Program, where one of the following apply:

1. The City adopts, by resolution or ordinance, a commitment to add the improvements to the next 5-year Capital Improvement Program no later than the next regular update. To qualify for consideration under this section, the proposed improvement must be reviewed by the Land Use Administrator and must be determined to be financially feasible. "Financially feasible" means that additional developer contributions, payments, or other funding sources are anticipated during a period not to exceed ten years, to fully mitigate the specified impact(s) on the identified transportation facility or facilities and in accordance with the proportionate ~~fair-~~share statute.

2. If the Land Use Administrator determines that the funds in the Capital Improvement Program are insufficient to fully fund construction of a transportation improvement required by the Concurrency Management System, then a proportionate ~~fair-~~share payment may be required for another improvement which will, as determined by the Land Use Administrator,

significantly benefit the impacted transportation system. The improvement or improvements funded by the proportionate ~~fair~~-share component shall be adopted into the next 5-year Capital Improvement Program at the next annual Capital Improvement Element update.

C. Any improvement project proposed to meet the developer's ~~fair~~-share obligation must meet generally accepted design standards applicable for the Florida Department of Transportation maintained roadways and/or City maintained roadways, whichever is applicable.

7.07.04. *Application process.*

A. The Land Use Administrator shall notify an applicant in writing if a failure to satisfy transportation concurrency requirements occurs. Upon receipt of such notice, an applicant may submit a proposed proportionate ~~fair~~-share calculation to the Land Use Administrator for review.

B. Pursuant to F.S. § 163.3180 ~~(16)(e)~~, proposed proportionate ~~fair~~-share mitigation for development impacts to facilities on the Strategic Intermodal System requires the concurrence of the Florida Department of Transportation. Improvements to non-Strategic Intermodal System Florida Department of Transportation maintained roadways shall likewise require Florida Department of Transportation review and approval.

C. The Land Use Administrator shall determine whether a proportionate ~~fair~~-share calculation is sufficient and eligible and is consistent with professionally accepted engineering practices. Upon a finding of sufficiency, a proportionate-share agreement will be prepared between the City and the applicant. The agreement shall include, but not be limited to, the amount of payment, description of work, estimated construction costs using the projected future cost of the improvement (at the time payment is due) and data, and the timing of payment. All proportionate-share agreements are subject to approval by the City Council.

7.07.05. *Determining proportionate ~~fair~~-share obligation.*

A. Proportionate ~~fair~~-share mitigation for concurrency impacts may include, but are not limited to, separately or collectively, private funds, contributions of land, and construction or contribution of transportation improvements.

B. A development shall be required to pay only its proportionate ~~fair~~-share. The calculated value of the proportionate ~~fair~~-share mitigation for the impacted transportation facilities shall not differ regardless of the method of mitigation.

C. The methodology used to calculate an applicant's proportionate ~~fair~~-share obligation shall be as provided for in F.S. § 163.3180 ~~(12)~~, as follows:

Proportionate Share = Σ[[(Development Trips;sub*sub;)/(SV Increase;sub*\sub;)] x Cost;sub*sub;]-Impact Fee Credits*

Where:

Development Trips = those trips from the development that are assigned to roadway segment i and have triggered a deficiency per the Concurrency Management System;

SV Increase = Service volume increase provided by the eligible improvement to roadway segment i;

Cost = Adjusted cost of the improvement to segment i. Cost shall be based on the most recent cost and market data and shall include all improvements and associated costs, such as design, right-of-way acquisition, stormwater ponds, planning, engineering, inspection, and physical development costs directly associated with construction at the anticipated cost in the year it will be incurred;

Impact Fee Credits = Used where applicable. More specifically, impact fee credits for the proportionate ~~fair~~-share obligation will be determined when the transportation impact fee

obligation is calculated for the proposed development. Impact fees owed by the applicant will be reduced based on the Proportionate ~~Fair~~-Share Agreement as they become due, according to this Code. If the applicant's proportionate ~~fair~~-share obligation is less than the development's anticipated road impact fee for the specific stage or phase of the development under review, then the applicant or its successor must pay the remaining impact fee amount to the City pursuant to the requirements of the impact fee code. Any impact fee paid in excess of the impact fee obligation for the proposed development may be applied to the calculated proportionate-share amount.

D. *For the purposes of determining proportionate-share obligations, the Land Use Administrator shall determine improvement costs based upon the projected future cost of the improvement, as obtained from the Capital Improvement Program or another method approved by the Land Use Administrator. Cost for Florida Department of Transportation facilities shall be based upon Florida Department of Transportation cost estimates.*

E. *The City may accept rights-of-way dedication for all, or a portion of, the proportionate ~~fair~~-share payment. Credit for the dedication of the non-site related right-of-way shall be assigned a value by Land Use Administrator or, at the option of the applicant, by ~~fair~~ market value established by an independent appraisal approved by the Land Use Administrator prepared at no expense to the City.*

1. *At the option of the applicant, the reimbursement is to be based on either the assessed value of the proffered land, based on the most recent appraisal by the Flagler County Property Appraiser, or the ~~fair~~ market value of the land, as determined by a certified property appraiser hired and paid for by the applicant. If the latter option is chosen and the City rejects the applicant's appraisal, the City may hire and pay for a second appraiser to appraise the property. If either party rejects the second appraisal, a third appraisal may be performed by an appraiser chosen by the first and second appraisers, the costs of which are to be shared equally by the City and the applicant. The third appraisal is binding to both parties. All appraisals must be consistent with generally accepted appraisal techniques, and the date of valuation must be the proposed date of transfer to the City.*

2. *The applicant shall supply to the City, a survey and legal description of the land and a certificate of title search of the land at no expense to the City. If the estimated value of the right-of-way dedication proposed by the applicant is less than the City estimated total proportionate ~~fair~~-share obligation for that development, then the applicant shall also pay or provide for mitigation of the difference.*

7.07.06. Impact fee credit for proportionate ~~fair~~-share mitigation.

A. Transportation impact fees shall be applied as a credit against proportionate ~~fair~~-share mitigation only if the proposed improvement is on the list of approved projects in the current 5-year Capital Improvement Program, or as amended by the next regular update, or in the first five years of the current 10-year Capital Improvement Program and the City's impact fee program. Credits may also be given to proposed improvement that will be incorporated into the next, or following, 5-year Capital Improvement Program. Impact fee credits shall be calculated at the same time as the applicant's proportionate-share obligation is calculated.

B. Any transportation impact fee credit based upon proportionate ~~fair~~-share contributions for a proposed development cannot be transferred to any other parcel or parcels of real property within the City.

7.07.07. *Appropriation of ~~fair~~-share revenues.*

A. Proportionate ~~fair~~-share revenues shall be placed in the appropriate project account for funding of scheduled improvements in the Capital Improvement Program.

B. In the event a scheduled facility improvement is removed from the Capital Improvement Program, then the revenues collected for its construction may be applied toward the construction of another improvement within that same corridor that would mitigate the impacts of development.

7.07.08. *Additional programs.* The City may utilize any program relating to concurrency as may be permitted by state law.

(Ord. No. 2009-26, § 45, 12-15-09)

Footnotes:

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Editor's note— Ord. No. 2018-24 , § 2, adopted Nov. 6, 2018, repealed ch. 9 and enacted new provisions to read as herein set out. Former ch. 9, §§ 9.01—9.07, pertained to similar subject matter, and derived from Ord. No. 2009-26, §§ 46—48, adopted Dec. 15, 2009.

Sec. 9.01. - General provisions.

9.01.01. *Purpose and intent.* The purpose of this section is to set forth engineering design regulations for residential and nonresidential uses as required in this Land Development Code. This section sets forth uniform regulations, requirements, and procedures to protect the health, safety, and welfare of the citizens and to assure quality of life to the citizens of the City. The Land Use Administrator may adopt technical manuals that relate to technical requirements pertaining to the City's water, wastewater, reclaimed water, drainage, street, and other systems.

9.01.02. *Applicability.* The design and construction requirements shall apply to:

A. Nonresidential and residential subdivision projects (applies to subdivisions with private or public roadway dedications);

B. Nonresidential and residential construction projects; and

C. City and other public agency owned projects.

9.01.03. *General requirements.*

A. *Utility lines.*

1. Utility lines for all new development projects shall be installed underground. Switchgear, pumps, transformers, and other appurtenances shall be allowed aboveground, but shall be shielded with landscaping as required in this Land Development Code. Connections from distribution lines, mains, and collectors in the public or utility rights-of-way or easements shall be placed underground.

2. All redevelopment projects shall relocate existing on-site overhead utility lines underground, within project limits. The Land Use Administrator may allow exceptions to this requirement if it is determined that such relocation is not feasible based upon the unique configuration of the real property.

3. For all new private and public development projects, underground communications conduit(s) shall be installed in accordance with City standards.

B. *Traffic control devices.* All traffic control devices shall meet the more stringent requirements of all of the following using the latest edition or publication: 1) ~~the latest edition of~~ the Manual on~~of~~ Uniform Traffic Control Devices, 2) Florida Department of Transportation ~~Design~~ Standard~~s Road and Bridge~~ Technical Specifications for Road and Bridge Construction, 3) Florida Highway Administration Standard Highway Signs, and 4) Florida Department of Transportation Traffic Engineering ~~and Operations~~ Manual~~s~~.

9.01.04. *Construction plans submittal requirements.*

A. Construction Plans and Calculations shall be prepared, signed, and sealed by a Florida Licensed Professional Engineer or other Licensed Professional qualified in the appropriate field for which the Construction Plans and Calculations are prepared. Plans and calculations shall be submitted for review in accordance with the City's Development Review Process.

B. The City shall establish submittal checklists relating to the required contents of all Development Review submittals. The checklists shall establish minimum requirements for the contents of

Construction Plan and Design Document submittals. Additional information may be requested if the City believes the information is reasonably necessary in support of drainage analysis; including maps, charts, tables, graphs, photographs, narrative descriptions, additional calculations, explanations, and citations to support references as deemed appropriate to communicate the required information for reasonable evaluation of the site.

C. Grading and drainage plans shall include existing and proposed contours at one-foot (min.) intervals with spot elevations as needed for clarity and to adequately depict drainage patterns.

D. Topographic survey for half of right-of-way adjacent to project for full length of frontage, including existing driveways and right-of-way intersections within 100 feet of site, showing drainage structures, signage, and utilities.

E. Section views of all proposed retention/detention ponds, swales, berms, etc. showing 25-year stormwater elevation and top of bank elevation.

F. Construction details for all proposed manholes, inlets, and other stormwater control structures.

G. Location, size, length, and elevations of all proposed piping systems and related control structures.

H. Erosion control plans shall be on a separate sheet with existing and proposed contours.

I. Legends shown with all abbreviations and symbols identified.

J. Copies of permits from all regulatory agencies having jurisdiction over the project (prior to commencement of construction).

K. Phasing of development. The phasing of development is allowed as part of approval of a site plan or a Subdivision Preliminary Plat in accordance with the following standards:

1. Phasing of approved development shall be in keeping with an approved phasing plat that shows phase boundaries and describes included development and improvements.

2. Each phase shall be designed and constructed to include all improvements and other aspects of development necessary to meet all requirements of the Code and all other applicable regulations. Each phase shall require a site development permit.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.02. - Platting requirements.

9.02.01. *Purpose.* The purpose of this section is to establish requirements for the subdivision of land in the City and to ensure compliance with F.S. Ch. 177 .

9.02.02. *Subdivision design standards.* In addition to the requirements stated in other sections of this Code, subdivisions shall be designed according to the following:

A. *Lots.* All lots shall conform to the dimensional, yard, and building setback requirements of the applicable zoning district development standards. In addition, the following requirements shall apply:

1. *Width.* Lots fronting on a curve (ie. cul de sac) ~~All lots~~ shall have a minimum street frontage of 20 feet. The ~~, and those fronting on a curve shall meet the~~ minimum lot width shall be measured at the front setback line. Corner lots shall be 15 percent greater in width than the minimum required width of interior lots.

2. *Depth.*

a. Corner l~~L~~ots ~~along arterial streets~~ shall be deep enough to accommodate the two required front yard setbacks.

b. Flag lots are prohibited ~~unless approved as part of a Master Planned Development~~.

3. *Orientation.* Residential lots shall be designed so vehicular ingress and egress to/from those individual lots is not provided from abutting limited access roadways or arterials.

B. *Permanent reference markers.* A registered land surveyor shall install permanent reference monuments, permanent control points, and state plane coordinates in accordance with State laws and professional standards. These must be inspected by the second party surveyor to certify they have been set in the field prior to final plat approval or recording of the mylar.

9.02.03. *Easements.*

A. *Drainage easements.*

1. Drainage easements of a width required for conveying and maintaining an adequate storm drainage system shall be provided. Minimum width for piped systems shall be 1~~5~~0 feet plus the pipe diameter plus 2 feet for each foot of depth below grade to the bottom of the pipe, and 15 feet for open channels plus channel width, measured from top of bank to top of bank. Where deemed necessary by the Land Use Administrator or designee, additional easements and increased width may be required along waterways, natural watercourses, canals, and drainage ways.

2. Whenever a subdivision lies wholly or partly in any area for which the City has adopted a drainage plan, and is traversed by a natural or designed watercourse for which such plan requires a drainage easement or right-of-way, such easement or right-of-way shall be set forth on the preliminary and final plat and shall be dedicated to the City for public use.

B. [*Stormwater storage facilities.*] Stormwater storage facilities shall be constructed to provide adequate access for maintenance. An access and maintenance easement of ten feet around the perimeter of wet ponds and five feet around the perimeter of dry ponds, measured from top of bank, shall be provided for detention facilities. Maximum grade for maintenance easement shall be ten percent. Easements for stormwater facilities shall be given to the City. The City may but is not obligated to inspect and maintain the facility and bill the development for the work done. Stormwater management facilities, as defined, such as ponds, lakes are prohibited to be included in a platted lot.

C. [*Stormwater management systems.*] Stormwater management systems must be designed to accommodate maintenance equipment access and to facilitate regular operational maintenance (such as underdrain replacement, unclogging filters, sediment removal, mowing, and vegetation control).

D. *Utility easements.* Utility easements for both underground and aboveground facilities shall be provided where required by the Land Use Administrator. Such easements shall have a minimum width of ten feet and shall normally be laid out on property lines. In all cases, such easements shall be dedicated to the perpetual use of the public. Where lots abut along a common property line, the easement may be centered along said common property line.

E. *Pedestrian paths and sidewalk easements.* Pedestrian easements or walkways shall be provided through the interior of lots where such easements are required by the Land Use Administrator. Pedestrian easements shall be at least eight feet wide, or walkway width plus two feet, whichever is greater, and shall be laid out along the side or rear property lines. In all cases, such easements shall be dedicated to the perpetual use of the public.

F. *Private easements.* Private easements (or spite strips) between the road and the subdivision boundary or between subdivision boundaries shall not be permitted unless conditions are established under which the adjacent parcel can be connected to the road or adjacent property.

G. *Easements and right-of-way maintenance.* The City will maintain only those easements, rights-of-way, and public sites which it accepts for maintenance.

H. *Vacation of easements.* An easement may be vacated by a replat of the plat in which the easement was dedicated, or via a resolution of the City Council, based on the best interests of the public. The only easements eligible for vacation by resolution are easements which have been previously dedicated and accepted, such as with the approval of a plat. The applicant must submit recommendation letters from utility companies; and a survey and legal description of the area to be vacated; and must show that the easement should be vacated due to utility reroute, non-use of the easement, or that the easement is no longer needed for public purposes. The City can vacate only "public" easements located within the City which are dedicated to the City or to the public. Upon receipt of a vacation request, the City Clerk will publish a notice of public hearing, and shall notify property owners within the block where the easement is located of the public hearing by certified mail, return receipt requested. In addition, the applicant must post the notice at each end of the easement to be vacated, not less than 14 days prior to the public hearing. An affidavit of proof of posting must be submitted to the City Clerk not less than seven days prior to the hearing.

9.02.04. *Plat approval.* Prior to the City ~~Council hearing for~~ approval of a final plat, the developer must submit all required documents, recording costs, ~~and~~ fees~~,~~ and~~:~~

~~A.~~ p~~P~~rovide a cost estimate as outlined in 9.02.05.A.1.~~If infrastructure improvements have not been commenced, a surety bond guaranteeing funds to construct all subdivision public improvements must be provided for City Council approval. After approval, the mylar can be processed for recording; or~~

~~B. If infrastructure improvements have commenced and are continuing in good faith, the final plat can go to City Council without a bond but the mylar will not be processed for recording until all infrastructure is complete, based on City approval of all final inspections in the site development permit, and the submittal of a maintenance bond.~~

9.02.05. ~~*Performance surety*~~ *Surety for subdivisions and site plan construction projects.* ~~At such time as the City agrees to accept the dedication of any public improvements, a performance guarantee in accordance with the standards in this section shall be required.~~ To ensure completion of public infrastructure improvements that are required as part of an approved site plan or final plat (E.g., streets, sidewalks, stormwater management facilities, potable water facilities, wastewater facilities, and streetlights), the developer shall execute performance and maintenance sureties that guarantee the required improvements against all defects in workmanship and materials, including failure to construct or to continue to construct in accordance with approved plans and specifications.

A. *Performance surety.*

1. *Plat and site plan performance surety amount.* A plat or site plan surety must be in the form of a cash bond, performance bond, or irrevocable letter of credit. The cost estimate amount of the surety shall be based on 120 percent of the sum of the following costs, as certified under seal by the project engineer of record:

   a. Required subdivision ~~public~~ infrastructure improvements costs.

   b. Costs of all required improvements relating to ~~public~~ road right-of-way.

   c. Costs of all required off-site ~~public~~ infrastructure improvements.

   The amount of surety is subject to approval by the Land Use Administrator.

2. *Performance surety release.* The performance surety will remain in full effect until action is initiated in writing by the applicant and action has been taken by the city for the release.~~Upon completion of all performance surety guaranteed improvements, applicable inspections, and acceptance by the City, performance sureties shall be released by the Land Use Administrator.~~

B. *Maintenance surety.*

1. *Plats and site plans with public improvements maintenance surety.* A maintenance surety for public improvements shall be submitted upon release of the performance surety. The maintenance surety provides a guarantee that the required improvements were completed without defects in workmanship and materials. The term of this guarantee shall be one year from the date of acceptance, unless the Land Use Administrator specifies a longer time frame.
2. *Maintenance surety amount.* The amount of the maintenance surety shall be based on 20 percent of the entire actual/present day costs of construction, including the costs of materials and labor for installing the required public infrastructure improvements. Actual costs for installing required public infrastructure improvements shall be itemized by improvement type as certified under seal by the project engineer of record, and subject to approval by the Land Use Administrator.
3. *Maintenance surety release.* The maintenance surety will remain in full effect until action is initiated in writing by the applicant and action has been taken by the city for the release. ~~The maintenance surety may be released no earlier than one year from the date of acceptance of the required improvements by the Land Use Administrator. This action must be initiated, in writing, by the developer.~~

9.02.06. *Compliance with design requirements.* All land development improvements shall comply with all the requirements of this Land Development Code, including those which contain design and construction information for the following:

A. Horizontal and vertical dimensional design requirements.

B. Roadway, parking, and vehicle access ways.

C. Pedestrian pathways, sidewalks, and recreational trails.

D. Storm drainage, potable water, reclaimed water, and sanitary sewer infrastructure improvements.

E. Clearing, earthwork, and grading.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.03. - Construction and inspection requirements.

9.03.01. *Purpose.*

A. The purpose of this section is to establish requirements for the inspection of the construction of all site development improvements on both residential and non-residential projects. The construction inspection procedures set forth in this chapter and in the City Technical Standards Manual ensure conformity of construction with approved development orders, this Land Development Code, and any conditions of approval.

B. Separate construction inspection requirements for water and sewer improvements are established in Part II of this chapter. Inspections shall be performed as required by the Land Use Administrator.

9.03.02. *Commencement of construction.* Commencement of construction or disturbance of land of any type is prohibited unless:

A. A final development order is issued in conjunction with a site development permit or applicable building permits;

B. All requisite federal, state, county, and City site work permits for the project are obtained. Certification by the engineer of record, along with copies of all required permits, may be required by the Land Use Administrator.

C. A preconstruction meeting for the project is scheduled and held with the City, unless deemed unnecessary by the Land Use Administrator.

9.03.03. Commencement of construction on early start residential projects (as covered under F.S. 177.073) and/or early start nonresidential projects is prohibited unless:

A. A final development order is issued in conjunction with an early start site development permit.

B. FEDP water certification or partial certification for the project are obtained. Certification by the engineer of record is required.

C. All required city related checklist items are obtained.

9.03.0~~4~~3. *Types of inspections.*

A. The following construction inspections shall be held during the course of the construction of the project infrastructure:

1. Scheduled mandatory key checkpoint inspections.
2. Scheduled or requested minor inspections and field conferences.
3. Unscheduled site visits and inspections.
4. Stormwater Pollution Prevention Plan (SWPPP) Inspections.
5. All other inspections required by the governing contract for a specific project.
6. Scheduled final inspection for punch list work.
7. Scheduled re-inspection of punch list work.
8. Scheduled final inspection walkthrough, as required prior to the developer submitting a request for the following:
   a. Release of surety and acceptance by City of a maintenance bond.
   b. Acknowledgement of completion of required subdivision improvements to allow final plat recordation.
   c. Acceptance of roadways dedicated to the City.

9.03.0~~4~~405. *Privately owned bridges.* Privately owned bridges shall meet the design, construction, inspection, maintenance, and reporting criteria in accordance with the Florida Department of Transportation and federal standards.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.04. - Stormwater management requirements.

9.04.01. *Purpose.* The purposes of the stormwater management requirements are:

A. To provide for design criteria and construction requirements to achieve effective stormwater management.

B. To minimize adverse impacts of land development and related construction activities to property, environmentally sensitive areas, water bodies, and other natural resources.

C. To improve the public health, safety, and welfare by providing for the safe and efficient capture and conveyance of stormwater runoff.

D. To encourage and facilitate urban water resources management techniques including, but not limited to, the retention/detention of stormwater runoff and the enhancement of the environment.

E. To promote low impact development alternative designs and prevent loss of life and/or property due to flooding.

9.04.02. *Activities requiring a permit.* A St. Johns River Water Management District Environmental Resource Permit (ERP) is required for construction, operation, and maintenance of a stormwater management system that serves a project meeting any of the following thresholds:

A. Any project in, on, or over wetlands or other surface waters;

B. A total of more than 4,000 square feet of impervious or semi-impervious surface area subject to vehicular traffic;

C. A total of more than 9,000 square feet of impervious and semi-impervious surface area;

D. A total project area of more than five acres;

E. A capability of impounding more than 40-acre-feet of water;

F. Any dam having a height of more than ten feet, as measured from the lowest elevation of the downstream toe to the dam crest;

G. Any project that is part of a larger common plan of development or sale;

H. Any dry storage facility storing ten or more vessels that is functionally associated with a boat launching area; and

I. Any modification or alteration of a project previously permitted under pt. IV of ch. 373 , F.S.

9.04.03. *Minimum design standards and performance criteria.*

A. Design and Performance Criteria for Stormwater Management Systems shall meet the requirements as outlined in St. Johns River Water Management District (SJRWMD) Regulations, contained in the Applicant's Handbook Volume II (AH Vol II).

B. The Stormwater Management Plan shall, at a minimum, address the following:

1. Impacts to adjacent and downstream stormwater collection, conveyance, and storage systems resulting from increased runoff rate and/or volume from the project site.

2. Impacts to adjacent and upstream runoff contributing areas that may be hydrologically or hydraulically connected to the project.

3. Impacts to adjacent and downstream areas resulting from sediments and other pollutants that may be carried by stormwater runoff during and after construction.

4. Impacts to "Special Flood Hazard Areas" or "Volume Sensitive" areas associated with the project.

C. Stormwater Treatment and Attenuation.

1. Projects that discharge runoff to downstream areas that are not volume sensitive and have adequate capacity to accept and convey stormwater runoff from the project site without increasing flood levels shall limit developed peak runoff rates to pre-developed runoff rates for the five-year, 24-hour and 25-year, 24-hour design storm events.

2. Projects that discharge runoff to downstream areas that are volume sensitive or do not have adequate capacity to accept and convey stormwater runoff from the project site without increasing flood elevations shall provide detention for the 25-year, 96-hour discharge volume

for developed conditions, such that the volume released from the project during the critical time period is not greater than the volume released during pre-developed conditions.

3. Projects that contribute to the City of Palm Coast Master Stormwater Management System, as defined in the Palm Coast Comprehensive Land Use Plan (CLUP) Volume 3, shall also be designed and constructed to limit developed runoff rates to pre-developed rates for the 100-year, 24-hour design storm event.

4. Projects that are constructed in phases shall meet the minimum design standards for each phase. No phase shall be dependent upon the construction of a future phase in order to meet these requirements.

5. Pond top of bank elevation shall be a minimum of twelve (12)~~six~~ inches above the maximum design storm elevation.

6. The Land Use Administrator (LUA) shall have the right to exempt any project from Section 9.04.03.C.1. and 2. above that discharges directly into the Intracoastal Waterway or Atlantic Ocean.

7. Stormwater system analysis shall include Pre-Development and Post-Development runoff hydrographs; routing the Post-Development runoff hydrographs through the stormwater storage system; and sizing of the storage system and discharge control structure(s) to meet the minimum requirements of this section. Stormwater discharge computations shall include storm frequency, storm duration, rainfall amount, rainfall distribution, hydrologic soil conditions, runoff coefficients, pond stage, storage, and discharge, changes in land use cover and slope conditions, off-site runoff contributing areas, time of concentration, tailwater conditions, and any other changes in hydraulic, hydrologic, and topographic characteristics associated with the development.

8. Control devices that are designed to contain more than two-foot depth of water within the structure during the design storm and have openings greater than one-foot minimum dimension shall be restricted from public access.

9. All stormwater basin side slopes shall be stabilized by either vegetation or other biodegradable materials to minimize erosion and sedimentation of the basins.

10. Wet detention stormwater management systems shall provide a littoral zone in accordance with AH Vol II.

D. Soils Investigations.

1. A geotechnical report, prepared by a licensed engineer or other professional authorized to perform such work under Florida Statutes, shall be submitted for stormwater storage facilities, systems, or open channels used as a dry retention/detention facility designed to contain standing water for less than 72 hours after the occurrence of a rainfall event, or using infiltration to meet the requirements of this Code. The report shall contain a soil boring log, boring locations, and any parameters that may affect the design or recovery of the facility including, but not limited to: estimated seasonal high water table, hydraulic conductivity, and locations of confining layers.

2. For dry retention systems, soil borings shall be of sufficient depth to determine the wet season high water table and the permeability of the soils.

E. Water shall not be diverted into a natural buffer area for retention purposes where such water level change will adversely affect the health or survivability of retained trees.

F. It is presumed that the lowering of the water table for the purpose of constructing detention/retention basins and for the purpose of permanently protecting road construction does not conflict with this Land Development Code if all of the following are met:

1. The development is permitted by the St. Johns River Water Management District and the City;
2. The lowering of the water table has no adverse effect on wetlands and surface waters as defined in 62-340, F.A.C.; and
3. The lowering of the water table does not increase flows to the detriment of neighboring lands.

G. Where stormwater and other waters drain from lands outside the City, facilities within the City shall be designed in accordance with this Land Development Code, as if the entire area being drained was within the City.

9.04.04. *Limiting conditions.*

A. Before any offsite discharge from the stormwater management system occurs, the retention and detention storage must be excavated to rough grade prior to building construction or placement of impervious surface within the area served by those systems. Adequate measures must be taken to prevent siltation of these treatment systems, and control structures during construction or siltation must be removed prior to final grading and stabilization.

B. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with Section 9.04.06. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with Section 9.04.06. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

C. The stormwater management system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of the site infrastructure. The system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the stormwater management system to another responsible entity.

D. If the permitted stormwater management system was designed by a registered professional, within 15 days of providing the required as-built certification to the St. Johns River Water Management District, or 45 days after completion of the stormwater system (whichever occurs first), the permittee must submit to the City a copy of Water Management District Form No. 62-330.310 (1) (As Built Certification By a Registered Professional), signed and sealed by an appropriate professional registered in the State of Florida.

E. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.

9.04.05. *Collection and conveyance.*

A. Stormwater collection and conveyance systems shall be designed, as a minimum, to convey runoff resulting from the ten~~five~~-year, 24-hour storm event. Collector roadway cross drains shall also be designed to convey the ten-year, 24-hour storm event.

B. Temporary roadway flooding shall not exceed an elevation that would permit flood water encroachment of more than one-half of a travel lane at the lowest elevation on the centerline profile of a roadway for the 25-year, 24-hour storm. Full recovery and use of the roadway must be available at the end of the design storm event.

C. Stormwater systems serving parking lots, or other non-residential property, shall be designed to collect and convey all stormwater flows into and through the system without creating adverse impacts to adjacent properties. The system shall recover from temporary ponding such that use of the parking area is available at the end of the storm event.

D. Minimum allowable pipe size for stormwater systems located within the City of Palm Coast right-of-way shall be 15 inches.

E. Design storm frequency for open channels shall be as follows:

1. Local roadway swales and ditches; ten~~five~~-year storm event.

2. Collector roadway swales and ditches; ten-year storm event.

3. Outfall ditches and canals; 25-year storm event.

9.04.06. *Erosion and sediment control.*

A. Erosion and sediment control Best Management Practices (BMPs) shall be used ~~as necessary~~ during construction to retain sediment and turbidity on-site. These management practices shall be designed and certified by an appropriate licensed professional experienced in the fields of soil conservation or sediment/turbidity control according to specific site conditions, and shall be shown on the plans for the stormwater management system. The Permittee shall have a licensed professional provide the contractor, as part of the Erosion and Sediment Control Plan or Stormwater Pollution Prevention Plan (SWPPP), information pertaining to the construction, operation, and maintenance of the erosion and sediment/turbidity control BMPs.

B. Best Management Practices shall be designed in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (~~June 2007~~July 2013 or latest edition), and the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual (FDEP ~~July 2008~~October 2018 or latest edition), as both are amended, and shall be shown on the "Grading and Drainage Plan" or on a separate "Erosion Control Plan".

C. Any sedimentation leaving the site or impacting adjacent areas shall be halted immediately and the adjacent areas restored to pre-existing conditions. Restoration efforts shall be coordinated with FDEP or SJRWMD, as appropriate, to ensure that the restorative activities are consistent with the Statewide Environmental Resource Permitting (SWERP) rules.

D. All areas disturbed by authorized construction activities shall be sodded, hydro-seeded and mulched, or protected by other appropriate erosion control measures. Banks or berms having a 3:1 slope or steeper shall be sodded.

1. Within City ROW only sod shall be accepted along slopes.

E. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has temporarily or permanently ceased.

F. Damage to private land, public rights-of-way, or other property shall be repaired prior to issuance of a certificate of occupancy or permit final. In case of damage to private property or to public rights-of-way, it shall be the joint and severable responsibilities of the permittee and contractor to make repairs as directed by the Land Use Administrator or designee.

9.04.07. *National Pollutant Discharge Elimination System Stormwater Program.*

A. The National Pollutant Discharge Elimination System (NPDES) Stormwater Program regulates construction activities that disturb one or more acres of land and discharge stormwater to surface waters of the state or into a Municipal Separate Storm Sewer System (MS4). An MS4 is a conveyance or system of conveyances such as roads with stormwater systems, municipal streets, catch basins, curbs, gutters, ditches, constructed channels, or storm drains. If a project is less than one acre, but part of a larger common plan of development or sale that will ultimately disturb one or more acres, permit coverage is also required.

B. NPDES Construction Generic Permit (CGP).

1. The operator is ultimately responsible for obtaining permit coverage and implementing appropriate pollution prevention techniques to minimize erosion and sedimentation from stormwater discharges during construction. The operator is the entity with sufficient authority to ensure compliance with the permit requirements. Typically, the operator is the owner, developer, or general contractor.
2. For construction projects where the operator changes, the new operator should obtain permit coverage at least two days before assuming control of the project, and the previous operator should file an NPDES Stormwater Notice of Termination (FDEP Form 62-621.300[6]) within 14 days of relinquishing control of the project to a new operator. The previous operator must meet the conditions to terminate coverage in accordance with Part VIII of the CGP.

C. Obtaining Coverage under the CGP.

1. Obtain and carefully read the CGP (available online at the Florida Department of Environmental Protection Website).
2. Develop a site specific SWPPP.
3. Complete in its entirety the application or Notice of Intent (NOI) (FDEP Form 62-621.300[4][b]).
4. Submit the NOI with the appropriate processing fee to the NPDES Stormwater Notices Center (Do not submit plans or a copy of the SWPPP when applying for coverage).
5. Provide a copy of the SWPPP and approved NOI to the City of Palm Coast (MS4 Operator).
6. Operators seeking coverage under the CGP must apply for permit coverage at least two days before construction begins.

D. SWPPP contents.

1. The SWPPP must identify potential sources of pollution that may reasonably be expected to affect the quality of stormwater discharge associated with construction activity. In addition, the plan shall describe and ensure the implementation of BMPs that will be used to reduce the pollutants in stormwater discharge associated with construction activity and ensure compliance with the terms and conditions of the permit.
2. The SWPPP must be developed before an NOI is filed in order to receive CGP coverage, and must meet or exceed FDEP requirements. Also, beginning on the first day of construction activities, the SWPPP must be available at the location identified in the NOI.

   If the location on the NOI is not at the construction site, a copy shall be provided to the City as well as any inspection forms completed as part of the SWPPP.
3. A SWPPP should consist of a narrative and a site map. The CGP also requires a certification statement to be signed by the operator. The SWPPP must be developed and implemented for each construction site covered by the generic permit and must be prepared in accordance with good engineering practices.
4. The narrative report shall include a site description and, at a minimum, the following information about the site:
   a. Description of the construction activity;
   b. Intended sequence of major soil-disturbing activities;
   c. Total area of the site and total disturbance area;
   d. Description of the soils and estimate of the size of the drainage area for each discharge point;

e. Latitude and longitude of each discharge point and the name of the receiving water for each discharge point; and

f. Site map indicating drainage patterns and slopes, areas of soil disturbance, undisturbed areas, locations of BMPs, stabilization areas, surface waters/wetlands, and discharge points.

5. Each plan must include a description of the appropriate controls, BMPs, and measures that will be implemented at the construction site. The plan must clearly describe for each major soil-disturbing activity the appropriate control measures and the timing for implementing these measures.

6. The plan shall also identify and ensure the implementation of appropriate pollution prevention and treatment measures for non-stormwater components of the discharge.

7. The preparer of the SWPPP or responsible authority must sign and date the following certification statement as part of the SWPPP:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information. These include the possibility of fine and imprisonment for knowing violations."

8. Contractor Certification Requirement: All contractors and subcontractors identified in the SWPPP, or those selected at a later date, must sign and date the following certification statement before conducting land disturbing activities on the site:

"I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared there under."

9. A copy of the NOI or acknowledgment letter from FDEP confirming coverage must be posted at the construction site in a prominent place for viewing (such as alongside the building permit).

E. Retention of records. The permittee shall retain copies of the SWPPP and all reports required by the CGP, and records of all data used to complete the NOI to be covered by the CGP, for at least three years from the date that the site is finally stabilized. The permittee shall retain a copy of the SWPPP and all reports, records, and documentation required by the CGP at the construction site, or an appropriate alternative location as specified in the NOI, from the date of project initiation to the date of final stabilization.

F. Notice of termination (N.O.T.). Upon completion of the project and final stabilization, the permittee should submit a completed N.O.T. to the NPDES Stormwater Notices Center and the City of Palm Coast. The elimination of stormwater discharges associated with construction activity means that all disturbed soils at the site have been finally stabilized and temporary erosion and sediment control have been removed, or will be removed at an appropriate time.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.05. - Stormwater discharge pollutant control.

9.05.01. *Enforcement.*

A. All persons in violation of this regulation shall remedy such violations immediately. All persons in violation shall, in addition to all other required remedial actions, upon detection or written notification by the City, provide a written response outlining the temporary and permanent measures that will be taken to correct the violation and a proposed schedule for completion of the corrective measures. All such proposals for corrective action are subject to the approval of the Land Use Administrator.

B. The Land Use Administrator or designee is authorized to issue ~~cease and desist orders~~a notice of violation in the form of a written official notices hand delivered, ~~or~~ sent by certified mail, and/or posted to the property to the person(s) believed to be responsible for the violation or the owner of the property from, or on which, the violation is believed to be occurring. Specific activities and operations may be ordered to cease based upon the following conditions:

1. In a situation that may have a serious effect on the health, safety or welfare of the public or the environment, including the quality of stormwater in the City's MS4; or

2. When irreversible or irreparable harm may result, in the reasonable opinion of the Land Use Administrator, and immediate cessation of the activity is necessary to protect the quality of the stormwater in the City's MS4, or to protect the public or the environment.

C. Should any person responsible for a violation of this regulation fail to take the remedial action as required by the City, the City ~~may~~ shall take such remedial action, and all costs incurred by the City shall be the responsibility of the person or persons responsible for the violation, and the City may record a lien against the personal and real property of the violator to recover said costs and to collect all fines and penalties imposed.

D. In addition to the remedies provided herein, the City may make application to a court of competent jurisdiction for injunctive relief to restrain any person from violating or continuing to violate the provisions of this regulation. In addition, the City may also seek entry of a court order requiring restoration and mitigation of any impacted facilities, land or waters, and may request any other appropriate legal remedy, including reimbursement of court costs. The City shall be entitled to an award of attorney's fees in prosecuting such actions, together with all attorney's fees and costs on appeal.

E. Any fines or other funds received as a result of enforcement action under this regulation and which are not used for the specific purposes enumerated herein shall be deposited into the stormwater utility fund.

F. The City may also use the City's Code Enforcement process to enforce violations.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.06. - Land modification of platted residential lots.

9.06.01. *Clearing and earthwork.*

A. With proper permits, the City allows the modification of land for purposes such as grading, filling, excavation, unsuitable soils removal, and certain tree removal on vacant residential lots as set forth in Chapter 11, prior to the issuance of a building permit. The only exception is for vacant single-family residential property, where "vacant" is defined as land that is in a natural vegetated state, or land that has been cleared of such vegetation but contains no impervious area. Persons desiring to modify a residential lot prior to the issuance of a building permit must apply for and obtain a Right-of-Way Access and Lot Grading Permit, and shall be subject to the following general permit conditions:

1. The lot, if vacant of any structures, must be directly adjacent to a lot with a permitted structure and both lots shall be under the same ownership.
2. Prior to performing any work, a copy of the permit shall be posted on the site.
3. If wetlands or endangered species are discovered, additional requirements may be imposed by the City to protect natural resources.
4. A time limit of four months shall be allowed from the date the permit was issued until the work is completed. When the work is completed, a final inspection shall be requested by the applicant. If the work is not completed within four months, the City will monitor the site and may initiate code enforcement procedures. Passing the final inspection shall mean that the work is complete.
5. The owner shall preserve trees and vegetation in accordance with the tree preservation requirements set forth in Chapter 11.
6. After completion of the work, the owner of the property shall request a final inspection from the City, which will confirm if the clearing was completed in accordance with the permits.
7. Prior to the final inspection the following shall be completed:
    a. Swales shall be graded to the proper grade and cross section.
    b. ~~After the swale has been graded and prior to sodding, a swale elevation survey shall be prepared by a Florida licensed land surveyor to verify the swale elevations are correct.~~
    c. All disturbed areas of the site and public road right-of-way shall be stabilized with vegetation. All rights-of-way and any areas subject to erosion shall be sodded in accordance with the Florida Department of Transportation Design Standards.
    d. All tree barricades, silt fences, and construction debris shall be removed from the site or adjacent sites, if present.
    e. Repair of all road damage associated with permitted work shall be jointly and severally the responsibility of the property owner and permittee, and shall be completed prior to the completion or expiration of the permit.
    f. Replacement trees, if required, shall be planted.

B. Vacant lots are exempt from this permit if the lot is only to be cleared by hand cutting of non-protected trees and removal of existing vegetation. This includes mitigation type mowing for wildfire control/mitigation. This exemption only pertains to platted single-family residential lots and not adjacent reserve parcels, unplatted lands, or stand-alone lots of any type.

9.06.02. *Construction on platted residential lots.*

A. Residential dwelling units, other structures, and surrounding site work on platted single-family residential lots, shall be designed and constructed in conformance with this Land Development Code. Property owners or their agents shall obtain a building permit from the City prior to the construction of any aboveground or underground structure.

B. In addition to a building permit, a Right-of-Way Access Permit shall be obtained from the City.

C. This article should be used in conjunction with all applicable sections of the City of Palm Coast's Technical Manual.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.07. - Utilities.

9.07.01. *Purpose.* The requirements and regulations contained in this section are established to ensure the adequate provision of potable water (water), fire protection/suppression, sanitary sewer (wastewater), and reclaimed water facilities necessary to:

A. Meet City level of service requirements;

B. Provide adequate service capacities for individual projects; and

C. Meet the requirements of other related codes and standards adopted by the federal, state, City, or regional agencies.

9.07.02. *General requirements.*

A. *Connection to the City utility system.* Unless specifically allowed otherwise herein, all water, fire protection/suppression, sanitary sewer, and reclaimed water improvements shall be designed to connect to the City's central utility systems.

B. *Construction standards.* The design and construction of facilities for providing water, fire protection/suppression, sanitary sewer, and reclaimed water shall comply with City standards and state regulations.

C. *Private potable wells.* The City will allow the use of individual potable water wells if approved by the St. Johns River Water Management District. However, for all new development that requires site plan or subdivision approval that is within one mile of central service, the development shall be required to connect to the central service. For development that does not require site plan or subdivision approval, the development shall be required to connect to the potable water system if central service is available within 150 feet of the lot line. In the event that central service is not available in either instance, the development shall be required to connect within one year from the date that central service becomes available.

D. *Private non-potable wells.* Irrigation systems and swimming pools may be served by a separate private water supply system provided that no interconnection of any kind occurs between the private system and the public utility system, its water mains, the utility's water service line, the customer's water service line, a building's potable water plumbing pipes, or any pipe or line connection or extension, and then only if reclaimed water service is not available. If and when available on the property, reclaimed water shall be used for all appropriate uses. The design, permitting, construction, and use of this type of well shall comply with the most current regulations of the Flagler County Health Department, the Florida Department of Environmental Protection, and the St. Johns River Water Management District, as appropriate.

9.07.03. *Potable water system.*

A. *Conditions precedent to water services.*

1. Water service may be activated if all permit conditions of the Florida Department of Environmental Protection are completed and the water distribution system has been approved and accepted by the City.

2. Except where otherwise permitted, all new development shall connect to the City's potable water system. New development shall pay all impact, installation, and line extension fees prior to the issuance of building permits or the initiation of service.

B. *Required meters.*

1. All residential facilities shall have individual meters for each dwelling unit unless a master meter installation is approved by the City in a utility agreement.

2. The property owner shall keep meter sites readily accessible with a minimum four feet of clearance around the meter/backflow assembly for meter reading and maintenance.

C. *Water mains location/sizing.*

1. Trunk lines shall have a pipe diameter meeting minimum requirements for fire flow and user consumption based on Florida Department of Environmental Protection regulations and standard engineering practices. Water mains shall be located within a public right-of-way or within a corridor (private rights-of-way) approved by the Land Use Administrator. All mains to which fire hydrants are connected shall be a minimum of six inches in diameter and in conformance with National Fire Protection Association (NFPA) standards. In no case shall a water main be smaller than four inches. To the maximum extent feasible, distribution lines shall be located parallel to and behind the back of the curb or edge of the pavement. Water mains shall be located to minimize conflicts with other utilities and existing or proposed structures.

2. All new development service lines and appurtenances thereto shall be installed and all costs shall be paid by the applicant. Upon construction completion and acceptance of the system, it shall be the design engineer's responsibility to ensure that the system is properly certified and accepted by the Florida Department of Environmental Protection, and that certified "as-built" drawings, consisting of one signed and sealed set of plans ~~plus a CD (compact disc) containing electronic files~~ are provided to the City in accordance with City standards. Under no circumstance shall the system be activated by anyone other than the Land Use Administrator.

D. *Booster pumps/fire protection systems.* It is prohibited and unlawful to modify or connect any booster pump or fire protection system to the City's potable water distribution system or to any water distribution system to which the City supplies water, except for consecutive public water systems, without the express written permission of the Land Use Administrator.

1. Any person planning to connect or modify any booster pump or fire protection system shall submit a detailed plan prepared by a Florida professional engineer to the Land Use Administrator for review and approval.

2. After submission of a detailed plan for connection or modification, the Land Use Administrator may approve the plan, with or without specified conditions or modifications, or reject the plan.

E. *Potable water backflow prevention devices.* All new construction shall have installed, on all potable water and fire prevention system lines, a backflow prevention device acceptable to Florida Department of Environmental Protection and of a size and design determined to be appropriate by the Land Use Administrator. All residential construction shall have a double-check device that shall be supplied and installed by the City at the owner's expense. All commercial lines two inches or smaller shall have a reduced pressure zone backflow preventer installed by the City at the owner's expense. All commercial or industrial construction lines larger than two inches shall have a reduced pressure zone backflow preventer or double-check detector/device (fire line only). The City approved device shall be installed at the owner's expense by a licensed contractor, inspected by the City, and certified by a licensed and certified backflow prevention technician or a certified City backflow prevention technician. All backflow prevention devices shall be installed and maintained in accordance with City standards.

F. *Fire line devices.* All fire line devices shall be installed and certified by a licensed fire protection contractor. The device shall be installed at a location determined by the Land Use Administrator. Where the device must be installed on private property, the location is subject to approval by the property owner. Backflow prevention devices on fire lines must be UL (Underwriters Laboratories) listed for fire protection systems. Backflow preventers shall be installed and maintained in accordance with City standards.

G. *Cross connections and interconnections.* It is unlawful for any person to cause a cross connection with the City's potable water system, reclaimed water system, wastewater system, or raw water system. All service connections shall comply with the City standards.

H. *Connection/temporary connection.*

1. The owner of each lot or parcel of land within the City proposed for occupancy for any use shall cause such building, structure, or use to be connected to the public water distribution system of the City, and shall use such facilities at the same time as a certificate of occupancy is issued, or sooner, with prior approval by the City.
2. For temporary connection to the City water system for construction not involving new lines, a metered connection to a fire hydrant may be permitted. The meter and backflow preventer shall be supplied by the City and the user must comply with City standards.

I. *Utility line extensions—Service line extensions.* Service line extension requests shall be submitted to the Land Use Administrator for approval. If approved, the applicant may proceed with the installation of the service line extension after coordinating installation with the Land Use Administrator. All costs associated with the utility line or service line extension shall be the applicant's responsibility. All work and connections shall be performed by a Florida licensed contractor licensed to perform underground utility work.

J. *Utility main extension reimbursement policy.*

1. Procedure for the utility main extension reimbursement policy. In the event that any person or developer is required by the City to extend water, sewer, or reclaimed water lines or increase line size to a size larger than the minimum line size required for that development's needs, that person or developer may request reimbursement for the additional cost of such extension or increased line size in accordance with the following procedures:
    a. Engineering drawings and design calculations shall be submitted to the Land Use Administrator indicating the size and location of the proposed lines or the appurtenances thereto. The submittal shall also include preliminary cost estimates showing the cost difference for construction of the proposed oversize main versus the cost for the minimum size main that would be required to serve the parcel or development in accordance with the City's design standards.
    b. The Land Use Administrator shall review the entire submittal and shall make a determination of the eligibility of the proposal for reimbursement, based on the conformity of the proposed improvements with City standards and with the criteria established in Section 9.06.03.C.
    c. The City may enter into an agreement for reimbursement with the person making the submittal based on a finding that the trunk line(s) and appurtenances thereto comply with City standards. The agreement between the City and the person or developer will, at a minimum, include timeframes and conditions of reimbursement. The trunk line(s) and appurtenances are required to be appropriately sized and located. Adequate water and sewer treatment plant capacity must exist for the area anticipated to be served.

9.07.04. *Sanitary sewer systems, industrial wastes, and low pressure effluent pumping system.*

A. *Conditions precedent to wastewater service.* Wastewater service will be available only after all permit conditions of the Florida Department of Environmental Protection are complied with and the wastewater collection system has been approved and accepted by the City.

B. *Wastewater connection required.*

1. Except where otherwise permitted, all new development shall connect to the City's sewer system, as required by state law. New development shall pay all impact, installation, and line extension fees prior to the issuance of building permits or the initiation of service.
2. If the City sewer system is available as defined by law, all existing development is required to connect within one year from the date of notice of system availability. The owner of the property shall pay for all connection impact, installation and line extension fees.

3. Upon agreement by the City, and approval of the Department of Health, connection to the City sewer system may be deferred until it is deemed in the public interest to make connection mandatory due to financial or public health considerations.

4. The City may refuse wastewater from any lot or parcel of land upon which there is located any institutional, commercial, or industrial plant, building, or premises that does not comply fully with City standards; or that does not utilize City water; or that does not supply proper metering of its wastewater.

5. The discharge of wastewater into the City sanitary sewer system from air conditioning/heating units is prohibited.

C. *Wastewater design and inspection.*

1. The developer shall install house or site service connections. Each property connected to the sanitary sewer system shall have a cleanout or manhole located at the property line for cleaning the service from the cleanout to the sanitary main.

2. It is prohibited and unlawful to enter the City sewer system or appurtenance thereto, or make any connections thereto without the approval of the Land Use Administrator. It is unlawful for any person to tap, cut, or in any way use any line, branch, or part of the City sewer collection or sewage treatment facilities without such approval.

3. The Land Use Administrator, as a condition of the City providing utility service, shall be permitted to enter upon all properties for the purpose of inspection, observations, measurement, sampling, and testing.

D. *Lift (pumping) stations.* All lift stations to be dedicated to the City for ownership and maintenance shall conform to the requirements of this section and City standards and shall be designed as submersible stations.

1. Prior to the construction of a lift station, the applicant's engineer shall submit construction drawings and design calculations for review and approval by the City.

2. All lift stations shall be dedicated by a fee simple interest conveyance to the City for ownership and maintenance responsibility, unless otherwise approved by the Land Use Administrator.

3. Lift station sites shall have unimpeded access for emergency maintenance vehicles and shall restrict access to the wet well, valve vault, and electric control panel to prevent entry by unauthorized individuals.

E. *Industrial waste pretreatment and disposal.*

1. Generators of industrial waste that are deposited into the City sanitary sewer shall comply with the pretreatment and disposal requirements of the City.

2. All users shall comply with Florida Department of Environmental Protection permit conditions and any other applicable federal and state regulations to which the Publicly Owned Treatment Works are subject.

3. All pretreatment and disposal systems and appurtenances shall be designed to meet all applicable requirements of the Florida Department of Environmental Protection, Flagler County Health Department, and the City, to prevent the introduction of pollutants into the sanitary sewer system which will interfere with the proper functioning of the system or cause or contribute to the contamination of receiving waters or the atmosphere.

9.07.05. *On-site wastewater treatment/disposal systems.* On-site wastewater treatment may be permitted by the City only in the EST-1, EST-2, and AGR Districts and in conformity to this section.

A. *Permit required.* A septic tank permit shall be obtained from the Flagler County Health Department prior to the issuance of a building permit. However, a building permit shall not be issued for the construction of such facility unless consistent with the Comprehensive Plan and this Land Development Code.

B. *Design and performance standards.*

1. A copy of the permit received from the Flagler County Health Department and all related information or documentation shall be submitted to the City.

2. Individual wastewater treatment/disposal systems, such as septic tanks, shall be located in an area that can be incorporated into a central sewer system when available. Systems shall be constructed and operated to ensure that they, either on an individual or cumulative basis, will not adversely impact public health or natural resources or cause undue expense to the City.

3. On-site wastewater treatment is prohibited in areas served by centralized wastewater treatment. Where septic tank use is permitted, septic tank systems shall be installed in conformance with the Flagler County Health Department requirements. Development shall be prohibited unless an alternative on-site disposal system (e.g., package-type wastewater treatment plant) is determined by the Land Use Administrator to be sufficiently effective to prevent degradation of adjacent surface waters or groundwater by the Florida Department of Environmental Protection, Flagler County Health Department, and the City, and provisions for the plant's eventual retirement and connection of the development to the central sanitary sewer system are adequate and binding.

4. The installation of on-site sewage disposal and treatment systems on sites one acre or less is prohibited. Sites greater than one acre of contiguous upland area in areas designated as Greenbelt on the City's Future Land Use Map that are served by municipal potable water service may be served by on-site sewage disposal systems if site environmental factors are appropriately addressed and the systems are installed in accordance with all applicable state and local regulations. If public potable water supply service is not available, the minimum site for the installation of on-site sewage disposal systems shall be two acres.

9.07.06. *Interim "package-type" wastewater treatment facilities.* The use of interim or package-type wastewater treatment facilities shall be subject to approval by the City Council based on an agreement that specifically provides for the eventual transition to City facilities. These facilities shall meet the following design and performance standards.

A. Small package-type wastewater treatment plants, as defined below, shall not be permitted in areas where improper levels of treatment and/or inadequate effluent disposal may result in adverse impacts on water or other natural resources (e.g., groundwater aquifers and surface water systems), unless the plant's owner provides sufficient financial resources or surety for the City to assume responsibility for operating and maintaining the collection, treatment, and effluent disposal components in compliance with regulatory requirements and standards. The following minimum criteria and procedures shall be adhered to in the implementation of this Code:

1. Small package-type wastewater treatment plants are defined as prefabricated and component assembled plants of 100,000 gallons or less per day of treatment capacity, or any plant which is considered or identified to be of an interim nature.

2. The location and siting of such facilities shall be limited to areas where improperly treated effluent shall not adversely impact the quality of regional water resources by lateral surface/subsurface flow or by percolation.

3. Existing package-type or interim wastewater treatment plants currently meeting treatment and effluent quality standards may continue to be operated if the facility is being properly operated and maintained and wastewater treatment and effluent standards are continually being met.

4. Measures shall be undertaken to assure the provision of financial resources by wastewater treatment plant owners to adequately cover the costs of rehabilitating, operating, and maintaining each wastewater treatment and disposal facility, and of connection to regional facilities, if applicable, at the appropriate time.

B. Interim or package-type wastewater treatment facilities shall connect to the municipal sanitary sewer system when the access to the system becomes available. The following criteria and procedures shall be adhered to in the implementation of this standard:

1. Package-type or interim wastewater treatment plants currently meeting treatment and effluent quality standards may continue to operate if:

a. The facility is properly operated and maintained and wastewater treatment and effluent standards are satisfactorily met; and

b. The facility is phased out at the option of the City, without cost to the City, and connected to the City system when sufficient capacity is available.

2. When a private facility is phased out and connected to the City sewer system, all costs of connection to the central system and discontinuing the interim use is the obligation of the owner of the private facility.

C. Where soil conditions permit, an interim package treatment plant may be permitted if:

1. Sewer lines and lift stations are constructed to City standards;

2. Impact fees for future connections to the City system are paid or a surety is provided; and

3. The developer agrees to discontinue operation of the package plant and connect to the City system, when available.

D. Existing development with central wastewater treatment shall connect to the City system as soon as possible after the City system is available or if the existing system is found to have deficiencies that are likely to create a serious health or pollution problem. Property owners shall pay the impact fee and connection fee then in effect.

9.07.07. *Reclaimed water systems.* Reclaimed water system construction and materials shall comply with City standards.

A. *Conditions precedent to reclaimed water services.* Reclaimed water service shall be activated only after all permit conditions of the Florida Department of Environmental Protection are completed and the reclaimed water distribution system has been approved and accepted by the City.

B. *Compliance with state regulations.* In the operation and use of the City's reclaimed water system, the City and all users shall at all times comply with all applicable regulations of the Florida Department of Environmental Protection relative to the reuse of reclaimed water.

C. *Design and performance standards.* All reclaimed water systems shall meet applicable requirements of the Florida Department of Environmental Protection and the City.

D. *Connection permit required.* It is prohibited and unlawful to connect to any public reclaimed water main or appurtenance without prior approval from the Land Use Administrator and the acquisition of all required state and local permits.

E. *Reclaimed water lines.* All new developments shall provide a reclaimed water system for irrigation purposes, unless otherwise approved by the Land Use Administrator. ~~If reclaimed water is not available at the time of construction, a connection shall be provided with backflow prevention to the potable water system until the reclaimed water is available.~~

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.08. - Outdoor lighting requirements.

9.08.01. *Purpose.* This section provides specific development requirements to regulate outdoor lighting in order to provide for sufficient lighting levels to meet use needs, but to reduce or prevent light pollution and light disturbance. Reducing or preventing light pollution means, to the extent reasonably possible, ensuring the reduction or prevention of glare and light trespass, the conservation of energy and the promotion of safety and security~~, in general conformity with the "dark sky" goals and recommendations.~~.

9.08.02. *Approved materials and methods of installation.* The provisions of this section are not intended to prevent the use of any material or method of installation not specifically proscribed by this section, if any such alternate has been specifically approved. The Land Use Administrator may approve any such alternate if the proposed design, material, or method:

A. Provides approximate equivalence to the specific requirements of this section; or

B. Is otherwise satisfactory and complies with the intent of this section.

9.08.03. *Shielding and filtering.* All outdoor light fixtures shall be fully shielded as required in this section. All outdoor light fixtures required to be filtered by this section shall have glass, acrylic, or translucent enclosures (quartz glass does not meet this requirement).

9.08.04. *Requirements for shielding and filtering.* The requirements for shielding and filtering light emissions from outdoor light fixtures are set forth in the following table:

Table 9-1: Requirements for Shielding and Filtering

Fixture Lamp Type	Shielded	Filtered
Low Pressure Sodium	None	None
High Pressure Sodium	Fully	None
Metal Halide	Fully	Yes
Fluorescent	Fully	Yes
Quartz	Fully	None
Incandescent Greater than 160 W	Fully	None
Incandescent 160 W or less	None	None
Mercury Vapor	Not permitted	Not permitted
Glass Tubes filled with Neon, Argon, Krypton	None	None

9.08.05. *Parking lot lighting.* General exterior lighting shall provide adequate illumination to safely guide vehicles and pedestrians into, out of, and within a site, and deter vandalism. Exterior lighting sources shall render colors faithfully so that pedestrians and vehicle operators are able to distinguish colors and differentiate objects within their field of vision and be arranged so as to eliminate on-site glare and spillover onto adjacent properties, public streets, and highways.

A. *Plan required.* An illumination plan prepared by a Florida licensed professional engineer and/or certified professional with expertise in the field of illumination shall be submitted for each parking facility. Each parking facility shall meet the pedestrian security requirements as set forth in Section ~~1~~4 of IESNA - RP-20-~~98~~ 14 Lighting for Parking Facilities, ~~1998~~ 2014 or current edition. Such plan shall comply with all requirements as outlined in this section.

B. *Full cutoff light fixtures.* Luminaires shall be designed to ensure that no candela occurs at or above an angle of 90 degrees above the horizontal plane (nadir). This applies to all lateral angles around the luminaire. Such candela information shall be determined by a photometric test report (plan) from the lighting contractor. Any structural part of the luminary for all types of lighting providing cutoff angle shielding shall be permanently attached, except that accent uplighting for trees and building walls may be allowed to exceed the 90-degree angle plane, subject to review and approval by the Land Use Administrator if determined to provide an equivalent public benefit.

C. *Shielding requirement.* Lighting shall be designed to prevent direct glare, light spillage, and hazardous interference with automotive, aircraft, and pedestrian traffic on adjacent streets and on all adjacent properties.

D. *Design requirement.*

1. The maximum height of light poles in areas other than pedestrian areas shall be 35 feet, including the base. Light poles exceeding 35 feet in height shall not be allowed unless approved through a special exception use order or development agreement. For pedestrian areas, the maximum height of a light pole shall be 16 feet, including the base.

2. Fixtures shall be designed as integral design elements that complement the design of a development through style or by blending into the landscape material. Bright colors such as primary and secondary colors including, but not limited to, white, are prohibited for light pole uses.

3. Light poles shall not be placed in required parking lot landscape islands of less than 500 square feet or anywhere else on the site where they will conflict with existing or proposed shade trees. Light pole locations shall be depicted on all sets of site plans to ensure no conflicts between utilities and landscaping.

4. Full lighting details shall be supplied for light fixtures (to include lumens and wattage), poles, and photometric plans.

9.08.06. *Roadways.* All new development abutting or containing public or private roadways shall provide street lighting within those roadways meeting the following requirements:

A. *Installation.* All infrastructure associated with lighting shall be installed; including, but not limited to, pole boxes, conduits, etc.; concurrent with the development.

B. *Plan required.* An illumination plan prepared by an expert in the field of illumination shall be submitted for each roadway segment that is adjacent to the proposed development and required by the Land Use Administrator to be illuminated. The illumination requirements for roadway facilities shall meet the more stringent standards set forth in American National Standards Institute, Illuminating Engineering Society of North America (ANSI/IESNA) RP-8-00 (R2005) and Florida Department of Transportation Standards (latest editions). Such plan shall comply with all requirements as outlined in this section.

C. *Full cutoff light fixtures.* Luminaires shall be designed to ensure that no candela occurs at or above an angle of 90 degrees above the horizontal plane (nadir). This applies to all lateral angles

around the luminaire. Such candela information shall be determined by a photometric test report (plan) from the lighting contractor. Any structural part of the luminary for all types of lighting providing cutoff angle shielding shall be permanently attached, except that accent uplighting for trees and building walls may be allowed to exceed the 90-degree angle plane, subject to review and approval by the Land Use Administrator if the lighting is determined to provide an equivalent public benefit. All light fixtures shall be standard fixture types as determined by the City.

D. *Shielding requirements.* Lighting shall be designed to prevent direct glare, light spillage, and hazardous interference with automotive, aircraft, and pedestrian traffic on adjacent streets and on all adjacent properties.

E. *Design requirements.*

1. Light pole locations shall be depicted on all sets of the plans to ensure that no conflicts exist between proposed utilities and proposed landscaping.
2. Full lighting details shall be supplied for light fixtures (to include lumens and wattage), poles, and photometric plans.

9.08.07. *Prohibitions.*

A. *Outdoor building, landscaping, and signs.* The unshielded outdoor illumination of any building or landscaping is prohibited except for incandescent fixtures with lamps of 100 watts or less.

B. *Mercury vapor.* The installation of mercury vapor fixtures is prohibited.

9.08.08. *Exemptions.*

A. *Nonconforming fixtures.* Outdoor light fixtures installed prior to August 19, 2008 are exempt from the provisions of this section; provided, however, that no change in use, replacement, structural alteration, or restoration of outdoor light fixtures may be made unless it thereafter conforms to the provisions of this section.

B. *Ornamental lighting.* Ornamental street lighting is exempt from the provisions of this section and is a permitted lighting installation.

C. *Construction and emergency lighting.* Lighting necessary for construction or emergencies is exempt from the provisions of this section if temporary and discontinued immediately upon the completion of the construction work or abatement of the emergency necessitating said lighting.

D. *Searchlights.* The use of searchlights is prohibited unless a permit specifying conditions is issued by the Land Use Administrator.

E. *Request for exemption.* Any person may submit a written request for an exemption from the requirements of this section. The request for exemption shall be submitted in writing to the Land Use Administrator and shall contain the following information:

1. Specific exemption requested.
2. Type and use of exterior light involved.
3. Duration of time for requested exemption.
4. Type of lamp and calculated lumens.
5. Total wattage of lamp or lamps.
6. Sketch to scale showing location of proposed exterior light.
7. Previous exemptions granted, if any.
8. Physical size of exterior light and type of shielding provided.

9. Any additional information required to make a reasonable evaluation of the request for exemption.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 10.01. - Wetland Resources.

10.01.01. *Purpose and intent.* The purpose of this section is to ensure the protection of high-quality wetland systems in a manner consistent with the resource protection guidelines adopted in the City's Comprehensive Plan and existing state regulatory standards. In addition, it is the City's intent to maintain the sustainability of high-quality wetland corridors~~systems~~.

10.01.02. *Exempt activities.* The following activities or uses within wetlands or required upland buffers adjacent to wetlands are exempt from the provisions of this section:

A. Construction of single-family residential units within existing, recorded subdivisions where adjoining street and drainage improvements have been constructed.

B. Construction of hiking trails, walking paths, observation decks, and other similar facilities related to passive recreational activities.

C. Manual clearing with hand tools of vegetation (no stump removal or soil disturbance) from an area of less than ten percent of a wetland or required upland buffers adjacent to a wetland located on a single parcel. Utilizing this exemption does not relieve the applicant from meeting all applicable regulations listed in Chapter 11.

D. Bona fide agricultural uses that follow best management practices established by the Florida Department of Agriculture and Consumer Services.

E. Bona fide fire line control activities that follow best management practices established by the Florida Department of Agriculture and Consumer Services.

F. Silviculture activities, which follow the best management practices, outlined in the publication entitled, "Silviculture Best Management Practices Manual", Florida Department of Agriculture and Consumer Services, Division of Forestry and as outlined in Chapter 62-330.0511 FAC, as amended.

G. Bona fide, approved, mosquito control activities conducted by a government-approved agency provided it is in strict conformity with the requirements as set forth in F.S. chs. 482 and 487 , and Rules 5E-2 and 5E-9, Florida Administrative Code.

H. Utility facilities including crossings, easements, or rights-of-way that are related to generation, distribution, collection, transmission, or conveyance of the utility service to its customers.

I. Custodial maintenance activities of stormwater management systems.

J. Authorized activities with approved Florida Department of Environmental Protection, St. Johns River Water Management District, or US Army Corps of Engineers permit(s) for wetland restoration, enhancement, monitoring, or mitigation activities.

K. The installation of driveways to single-family residential units within existing recorded subdivisions where wetland crossings provide the only physical or legal access point, and provided that the wetland crossing maintains the existing wetland hydrologic connections and that best management practices are in place during construction activities to minimize wetland impacts.

L. Activities qualifying for and obtaining a Notice of General Permit through the joint environmental resource permitting application are considered de minimis alterations and not subject to the permitting or buffering requirements of this LDC.

M. Wetland impacts associated with access to a permissible use or a linear project if an alternative analysis for avoidance and minimization has been approved. This exemption also applies to Florida Department of Transportation public transportation projects.

N. Activities that qualify for and obtain a State Programmatic General Permit (federal authorization delegated to the state) are considered de minimis alterations and not subject to the permitting or buffering requirements of this LDC.

O. Activities determined to be de minimis under the Florida Statutes.

10.01.03. *Wetland identification.*

A. *Methodology.* Wetlands shall be delineated~~identified~~ pursuant to the methodology contained in the Florida Administrative Code Chapter 62-340 or the Pre-Henderson Wetland Delineation Methodology (F.S. § 373.421 (7)). Wetlands may consist of, but are not limited to, forested swamps, sloughs, freshwater and tidal marshes, and wet prairies.

B. *Exempt from regulation.* This section shall not be construed to regulate roadside ditches, conveyance swales, utility related drainage features, or stormwater management systems.

C. *Qualifications for wetland delineation.* All state jurisdictional wetlands shall be field delineated by a ~~Florida~~ Qqualified Eenvironmental Pprofessional and surveyed by a Florida registered land surveyor for illustration on all plans submitted to the City for subdivision, site plan review, or rezoning applications.

10.01.04. *Measures to avoid or minimize wetland impacts.* The applicant must consider practicable design modifications that will reduce or eliminate adverse impacts to wetlands and other surface waters. The term "modification" shall not be construed as including the alternative of failing to implement the stormwater management system in some form, nor shall it be construed as requiring a project that is significantly different in type or function. A proposed modification that is not technically capable of being constructed, or is not economically viable, or which adversely affects public safety through endangerment of lives or property is not considered "practicable." To receive City approval, a stormwater management system cannot cause a net adverse impact on wetland functions and other surface water functions, unless it is offset by mitigation in accordance with the requirements established by state law.

10.01.05. *Wetland impact report required.*

A. Except as otherwise provided herein, the applicant shall demonstrate consistency with the category requirements in Table 10-1 as follows:

Table 10-1: Wetland Impact Analysis Report Requirements

Requirement in Application Package	Optimal Wetland	Moderate Wetland (1)	Minimal Wetland (1)
Wetland Impact Analysis	YES	YES	YES
Alternatives analysis for avoidance and minimization	YES	YES	NO
Assurance of 'no net loss of wetland functions' for the wetland system(s) located on the project site	YES	NO	NO
Compensatory mitigation within the City's geographic boundary is preferred. However, mitigation shall occur within the same hydrologic basin per St. Johns River Water Management District, or as consistent with the Florida Administrative Code (2)	YES	YES	YES
A copy of all requisite federal and/or state wetland permits	YES	YES	YES

(1) Wetland Impacts regulated by St. Johns River Water Management District, ~~or~~ the Florida Department of Environmental Protection, or Army Corp of Engineers

(2) In accordance with F.S. § 373.4135 , as amended, the City shall not deny the use of a mitigation bank or off-site regional mitigation due to its location outside of City jurisdiction.

B. Category wetlands are described as follows:

1. *Optimal wetlands*—Named wetland systems associated with surface water bodies and/or a wetland quality assessment methodology score between 0.71 and 1.0.

2. *Moderate wetlands*—Wetland quality assessment methodology score between 0.41 and 0.70

3. *Minimal wetlands*—Wetland quality assessment methodology score between 0.0 and 0.40

10.01.06. *Submittal requirements for wetland impact analysis report.* The City shall require a wetland impact analysis report for projects that are proposed to impact state jurisdictional wetlands. The wetland impact analysis report shall be submitted during the subdivision and site plan process for evaluation. The wetland impact analysis report shall be completed by a Florida qualified environmental professional and shall include, but not be limited to:

A. A description of all waterbodies, watercourses, and wetlands on-site and a general description of wetlands immediately adjacent to the site to allow an assessment of wetland impacts.

B. A map of the entire contiguous natural systems including the on-site wetland systems, based on the Florida Land Use Cover Classification System.

C. The existing environmental, soil, and hydrologic conditions of the site.

D. The proposed wetland impact site to be evaluated pursuant to the City's wetland quality assessment methodology. If the results of the wetland quality assessment methodology are deemed unsatisfactory by City staff, the City may require, at the applicant's expense, an additional wetland quality assessment methodology from another qualified environmental professional.

E. A map or site plan depicting on-site wetlands, wetlands proposed for impacts, roads, easements, stormwater facilities, buffers, building location, and other on-site facilities or structures.

F. An alternative site plan analysis consistent with City standards for avoidance and minimization of wetland impacts, where applicable, which illustrates that wetland impacts have been avoided and/or minimized to the greatest extent practicable through project design modifications.

G. A demonstration that the level of function provided to fish and wildlife and listed species by the subject wetland(s), including water quality of the receiving waters, will not be adversely affected.

H. Report must be completed within 5 years of submittal or must have a valid formal wetland determination through appropriate agencies. An updated delineation report can be requested if the site has been altered since the delineation in such ways, such as but not limited to clearing and altered water flow.

10.01.07. *Permitted activities and requirements.* Once the requirements of this section have been met, wetland impacts for moderate and minimal quality wetlands and associated mitigation activities shall be governed by the St. Johns River Water Management District, the Army Corp of Engineers, or the Florida Department of Environmental Protection, as applicable. A St. Johns River Water Management District, the Army Corp of Engineers, and/or Florida Department of Environmental Protection permit shall be prima facie evidence of compliance with this section. No net loss of wetland function shall be permitted for each optimal wetland system located in the City.

10.01.08. *Buffers.*

A. *Natural upland buffers.* A natural upland buffer, with an average width of 50 feet, but no less than 25 feet, shall be provided adjacent to and surrounding optimal wetlands; and a buffer with an average width of 25 feet, but no less than 15 feet, shall be provided adjacent to moderate and minimal wetlands.

1. Upland buffers adjacent to wetlands shall consist of natural upland habitats that can provide for the various life functions of wetland dependent wildlife.

2. Upland buffers adjacent to wetlands shall not be altered except as exempted by Subsection 10.01.02. Wetland buffers shall be protected from erosion and sedimentation during construction activities by installing and maintaining silt fence or turbidity barrier 1 foot landward from upland buffer or permitted wetlands impacts. A double row of silt fence, spaced at least 3 feet apart, shall be installed on any upland buffer or wetland that falls under categories below:

a. Is protected by conservation FLUM or Preservation Zoning.

b. Is within a conservation easement

c. Is a high-quality wetland as determined by 10.01.05.B

As an alternative, a reinforced silt fence may be used in lieu of double row silt fence.

B. *Activities permitted within a buffer.* Activities or construction, which does not have an adverse effect on the natural function of the wetland buffer, may be permitted within the buffer. The activities or construction include, but are not limited to, pruning, planting of suitable native vegetation, removal of exotic and nuisance plant species, construction of minor drainage structures such as ~~swales,~~ outfall pipes and outfall structures , ~~or berms~~, construction of elevated boardwalks, docks, piers, passive recreation such as~~, or~~ at grade pervious hiking trails.

10.01.09. Unpermitted Impacts to wetlands or upland buffers during construction. In the absence of an appropriate wetland permit(s), development related activities shall not cause the diminishing of quality or destruction of Wetlands in contravention of applicable federal and state laws, rules, or regulations. Should wetlands exist on the subject property, all development activities that might negatively affect that wetlands shall cease. The applicant shall notify the City, FDEP, SJRWMD, and ACOE, to the extent required by law, if wetlands are determined to be on site. Property shall be developed in full compliance with all applicable laws, rules, and regulations. Upland Buffers and wetlands shall be maintained in their natural vegetated condition. Native vegetation removed or destroyed within the Upland Buffer or wetlands in violation of this Code shall be restored. These areas shall be replanted with comparable native vegetative species as were removed or destroyed.

Sec. 10.02 - Floodplain Management.

10.02.01 *Administration.*

A. *General.* These regulations shall be known as the Floodplain Management Ordinance of the City of Palm Coast, hereinafter referred to as "this article."

B. *Scope.* The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or

replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

10.02.02 *Reserved.*

10.02.03 *Intent.*

A. *[Purposes.]* The purposes of this article and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

1. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
2. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
3. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
4. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
5. Minimize damage to public and private facilities and utilities;
6. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
7. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
8. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

B. *Coordination with the Florida Building Code.* This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

C. *Warning.* The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guarantee of vested use, existing use, or future use is implied or expressed by compliance with this article.

D. *Disclaimer of liability.* This article shall not create liability on the part of City Council of the City of Palm Coast or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

10.02.04 *Applicability.*

A. *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

B. *Areas to which this article applies.* This article shall apply to all flood hazard areas within the City of Palm Coast as established in Section 10.02.04.C of this article.

C. *Basis for establishing flood hazard areas.* The Flood Insurance Study for Flagler County, Florida and Incorporated Areas dated June 6, 2018 and any subsequent revisions, and the accompanying Flood Insurance Rate Maps (FIRM), are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City of Palm Coast Community Development Department, 160 Lake Avenue, Palm Coast, Florida 32164.

D. *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to Section 10.02.07 of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the Floodplain Administrator indicates that ground elevations:

1. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as a flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.

2. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

E. *Other laws.* The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

F. *Abrogation and greater restrictions.* This article supersedes any article in effect for management and development in flood hazard areas. However, it is not intended to repeal or abrogate any other provisions of existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between these regulations and any other regulation, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.

G. *Interpretation.* In the interpretation and application of this article, all provisions shall be:

1. Considered as minimum requirements;

2. Liberally construed in favor of the governing body; and

3. Deemed neither to limit nor repeal any other powers granted under state statutes.

10.02.05 *Duties and powers of the Floodplain Administrator.*

A. *Designation.* The Land Use Administrator is designated the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

B. *General.* The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this article. The Floodplain Administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies, and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to Section 10.02.09 of this article.

C. *Applications and permits.* The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

1. Review applications and plans to determine whether proposed development will be located in flood hazard areas;
2. Review applications for modifications of any existing development in flood hazard areas for compliance with the requirements of this article;
3. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
4. Provide available flood elevation and flood hazard information;
5. Determine whether additional flood hazard data shall be obtained from other sources which shall be developed by an applicant;
6. Review applications to determine whether proposed development will be reasonably safe from flooding;
7. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
8. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.

D. Substantial improvements and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

1. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before the repairs are made;
2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
3. Determine and document whether the proposed work constitutes substantial improvements or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement"; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage";
4. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this article is required.

E. *Modifications of the strict application of the requirements of the Florida Building Code.* The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 10.02.09 of this article.

F. *Notices and orders.* The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.

G. *Inspections.* The Floodplain Administrator shall make the required inspections as specified in Section 10.02.08 of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

H. *Other duties of the Floodplain Administrator.* The Floodplain Administrator shall have other duties, including but not limited to:

1. In coordination with the Building Official, review all permits for construction within the Special Flood Hazard Areas to ensure that the proposed project meets the flood resistant construction requirements of the Florida Building Code, including elevation requirements;

2. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 10.02.05.D of this article;

3. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

4. Require applicants, who submit hydrologic and hydraulic engineering analyses to support permit applications, to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;

5. Review required design certifications and documentation of elevations specified by this article and the Florida Building Code to determine that such certifications and documentations are complete. Elevation certificates shall be provided at three stages, 1) construction drawings, 2) building under construction, and 3) finished construction;

6. Notify the Federal Emergency Management Agency (FEMA) when the corporate boundaries of the City of Palm Coast are modified; and

7. Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

I. *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at City of Palm Coast.

10.02.06 *Permits.*

A. *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

B. *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

C. *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:

1. Railroads and ancillary facilities associated with the railroad.
2. Nonresidential farm buildings on farms, as provided in F.S. § 604.50 .
3. Temporary buildings or sheds used exclusively for construction purposes.
4. Mobile or modular structures used as temporary offices.
5. Those structures or facilities of electric utilities, as defined in F.S. § 366.02 , which are directly involved in the generation, transmission, or distribution of electricity.
6. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
7. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site, and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
8. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
9. Structures identified in F.S. § 553.73 (10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.

D. *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the City of Palm Coast. The information provided shall:

1. Identify and describe the development to be covered by the permit or approval.
2. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
3. Indicate the use and occupancy for which the proposed development is intended.

4. Be accompanied by a site plan or construction documents as specified in Section 10.04.07.
5. State the valuation of the proposed work.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the Floodplain Administrator.

E. *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of this community. The issuance shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

F. *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

G. *Suspension or revocation.* The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of the City.

H. *Other permits.* Floodplain development permits and building permits shall include a condition or disclaimer that all other applicable state or federal permits be obtained by the applicant before commencement of the permitted development. Such permits may include but not limited to the following:

1. The St. Johns Water Management District; F.S. § 373.036 .
2. Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065 , and Chapter 64E-6, F.A.C.
3. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055 .
4. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
5. Federal permits and approvals.

10.02.07 *Site plans and construction documents.*

A. *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:

1. Delineation of flood hazard areas, floodway boundaries, 25-foot floodway setback, flood zone(s), base flood elevation(s), and ground elevations. ~~if necessary for review of the proposed development.~~
2. Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 10.02.07.B.2 or Section 10.02.07.B.3 of this article.
3. Where the parcel on which the proposed development will take place does not have base flood elevations included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 10.02.07.B. of this article.

4. Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.

5. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

6. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

7. Existing and proposed alignment of any proposed alteration of a watercourse. Demonstrate that there is at least 2ft of freeboard from the Finished Floor Elevation to the Base Flood Elevation for any habitable area.

B. *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

2. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source, or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

3. Where base flood elevation data and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate, the base flood elevation shall be determined using a site-specific floodplain study by a professional engineer using detailed methods.

4. Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

C. *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

1. For development activities proposed to be located in a regulatory floodway or within the 25-foot floodway setback, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analyses to FEMA as specified in Section 10.02.07.D of this article and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.

2. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation at any point within the community. This requirement does not apply in isolated flood hazard

areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone "O" or Zone "AH".

3. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 10.02.07.D of this article.

D. Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant shall seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

10.02.08 *Inspections.*

A. *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.

B. *Development other than buildings and structures.* The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

C. *Buildings, structures and facilities exempt from the Florida Building Code.* The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

D. *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the Floodplain Administrator: the certification of the lowest floor prepared and sealed by a state-licensed surveyor.

E. *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 10.02.08.D of this article.

F. *Manufactured homes.* The Building Official shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Building Official.

10.02.09 *Variances and appeals.*

A. *General.* The Land Use Administrator and the City of Palm Coast Planning and Land Development Regulation Board shall hear and decide on requests for appeals and the Planning and Land Development Regulation Board shall hear requests for variances from the strict application of this article. Pursuant to F.S. § 553.73 (5), the Planning and Land Development Regulation Board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code, Building.

B. *Appeals.* Same process as set out in Section 2.16, of the Land Development Code.

C. *Limitations on authority to grant variances.* The Planning and Land Development Regulation Board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 10.02.09.H of this article, the conditions of issuance set forth in Section 10.02.09.I of this article, and the comments and recommendations of the Land Use Administrator, Floodplain Administrator and the Building Official. The Planning and Land Development Regulation Board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.

D. *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 10.02.07.C of this article.

E. *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

F. *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of Section 10.02.09.D, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

G. *Alteration of sand dunes or mangrove stands in coastal high hazard areas.* A variance shall not be issued for any proposed alteration of sand dunes or mangrove stands in coastal high hazard areas (Zone V) unless the applicant submits, and the City approves, an engineering analysis that demonstrates the proposed alteration will not increase the potential for flood damage or the potential for erosion. Any such variance shall not be issued unless the proposed alteration is approved by the Florida Department of Environmental Protection. This limitation shall not apply to mangrove stands within City canals.

H. *Considerations for issuance of variances.* In reviewing requests for variances, the Planning and Land Development Regulation Board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, Land Development Code and this article, and the following:

1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
4. The importance of the services provided by the proposed development with existing and anticipated development;
5. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
6. The compatibility of the proposed development with existing and anticipated development;
7. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

8. The safety of access to the property in times of flooding for ordinary and emergency vehicles;

9. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

10. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, streets, and bridges.

I. *Conditions for issuance of variances.* Variances shall be issued only upon:

1. Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards.

2. Determination by the Planning and Land Development Regulation that:

a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

b. Literal interpretation of the provision of this Land Development Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Land Development Code and would result in unnecessary and undue hardship on the applicant;

c. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances;

d. The variance is the minimum necessary, considering the flood hazard, to afford relief;

e. The special conditions and circumstances are not self-imposed and do not result from the actions of the applicant; and

f. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of Court in such a manner that it appears in the chain of title of the affected parcel of land;

g. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25.00 for $100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property;

h. The proposed development must not be in conflict with or contrary to the public interest;

i. The proposed development must be consistent with the Comprehensive Plan and the provisions of this Land Development Code;

j. The proposed development must not impose a significant financial liability or hardship for the City;

k. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants; and

l. The proposed development must comply with all other applicable local, state, and federal laws, statutes, ordinances, regulators, or codes.

10.02.10 *Violations.*

A. *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

B. *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

C. *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation of a stop work order, except such work as that a person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

10.02.11 *Flood Resistant Development Design and construction of buildings, structures and facilities exempt from the Florida Building Code.*

A. Pursuant to Section 10.02.06.C of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Section 10.02.17 of this article.

10.02.12 *Subdivisions.*

A. *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

4. There is 2ft of freeboard from the Finished Floor Elevation to the Base Flood Elevation for any habitable area.

~~2 ft freeboard above established flood elevation.~~

5. All new platted lots shall not be located within any special flood hazard area.

B. *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

1. Delineation of flood hazard areas, floodway boundaries, 25-foot floodway setback, flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

2. All subdivisions where the base flood elevation is not included on the FIRM, the base elevations are determined in accordance with Section 10.02.07.B. of this article; and

3. Compliance with the site improvement and utilities requirements of Section 10.02.13 of this article.

4. Any reduction in the water-holding capacity of the flood hazard area caused by development, structures, and site improvements shall be compensated such that no increase in water surface elevations, peak discharges, or velocities occurs either upstream, downstream, or in the vicinity of the site during occurrence of flood events up to and including the base flood. The compensatory storage shall be located within the same defined floodplain's hydrologic sub basin as the placement of the fill. Site improvements are permitted if flood storage provided is equal to or greater than the volume of flood storage displaced by the development. Technical data providing evidence of the equivalency of the compensatory storage shall be submitted to the City.

5. Applicant shall ensure that technical data reflecting base flood elevation changes or flood hazard area boundary changes are submitted to Federal Emergency Management Agency, with the City's endorsement, for a conditional Flood Insurance Rate Map revision. Prior to approval of final plat, an issued Letter of Map Change determination from FEMA is required.

10.02.13 *Site improvements, utilities and limitations.*

A. *Minimum requirements.* All proposed new development shall be reviewed to determine that:

1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

B. *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into floodwaters, and impairment of the facilities and systems.

C. *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

D. *Compensatory storage.* Any reduction in the water-holding capacity of the flood hazard area caused by development, structures, and site improvements shall be compensated such that no increase in water surface elevations, peak discharges, or velocities occurs either upstream, downstream, or in the vicinity of the site during occurrence of flood events up to and including the base flood. The compensatory storage shall be located within the same defined floodplain's hydrologic sub basin as the placement of the fill. Site improvements are permitted if flood storage provided is equal to or greater than the volume of flood storage displaced by the development. Technical data providing evidence of the equivalency of the compensatory storage shall be submitted to the City.

E. *Limitations on sites in regulatory floodways and 25-foot floodway setback.* No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway or 25-foot floodway setback unless the floodway encroachment analysis required in Section 10.02.07.C.1 of this article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

F. *Limitations on placement of fill.* Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters,

prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.

G. *Limitations on sites in coastal high hazard areas (Zone V and AE).* In coastal high hazard areas, alteration of sand dunes and mangrove stands shall not be permitted. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 10.02.17.I.3 of this article.

10.02.14 *Manufactured homes.*

A. *General.* Manufactured homes shall not be installed in floodways and 25-foot floodway setback except in an existing manufactured home park or subdivision. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249 , and shall comply with the requirements of Chapter 15C-1, F. A. C. and the requirements of this article.

B. *Foundations.* All manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

1. In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code Residential Section R322.2 and this article.

2. In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this article.

C. *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over the top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

D. *Elevation.* All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone).

E. *Enclosures.* Enclosed areas below elevated manufactured shall comply with the requirements of the Florida Building Code Residential Section R322.2 or Section R322.3 for such enclosed areas, as applicable to the flood hazard area.

F. *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322.

10.02.15 *Recreational vehicles and trailer parks.*

A. *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

1. Be prohibited to park or store a recreational vehicle for more than a total of three days, or any part thereof in any consecutive seven-day period on a residential driveway; or

2. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

B. *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in Section 10.02.15.A of this article for temporary placement shall meet the requirements of Section 10.02.14 of this article for manufactured homes.

10.02.16 *Tanks.*

A. *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

B. *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of Section 10.02.16.C of this article shall:

1. Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy, assuming the tank is empty, and the effects of flood-borne debris.

2. Not be permitted in coastal high hazard areas (Zone V).

C. *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

D. *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:

1. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

10.02.17 At-grade accessory structures.

At-grade accessory structures are permitted provided the accessory structures are used only for parking or storage and:

1. If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft. and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.

2. If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 sq. ft.

3. Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

4. Have flood damage-resistant materials used below the base flood elevation plus two (2) feet.

5. Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus two (2) feet.

10.02.187 *Other development.*

A. *General requirements for other development.* All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:

1. Be located and constructed to minimize flood damage;
2. Meet the limitations of Section 10.02.13.E of this article if located in a regulated floodway;
3. Be anchored to prevent floatation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
4. Be constructed of flood damage-resistant materials; and
5. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
6. Demonstrate that there is at least 2ft of freeboard from the Finished Floor Elevation to the Base Flood Elevation for accessories that service a habitable area. i.e. generator, a/c unit, etc.

~~2 ft freeboard above established flood elevation.~~

B. *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 10.02.13.E of this article.

C. *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 10.02.13.E of this article.

D. *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways, shall meet the limitations of Section 10.02.13.E of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 10.02.07.C.3 of this article.

E. *Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).* In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

1. Structurally independent of the foundation system of the building or structure;
2. Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
3. Have a maximum slab thickness of not more than four inches.

F. *Decks and patios in coastal high hazard areas (Zone V).* In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

1. A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the

foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

2. A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.

3. A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

4. A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

G. *Other development in coastal high hazard areas (Zone V).* In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

1. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;

2. Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and

3. On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

H. *Nonstructural fill in coastal high hazard areas (Zone V).* In coastal high hazard areas:

1. Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.

2. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.

3. Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

10.02.1~~98~~ *Critical facilities.*

A. New critical facilities shall be directed and sited away from special flood hazard areas. A critical facility shall have at least one access road connected to land outside the special flood hazard area that is capable of supporting a 4,000-pound vehicle. The top of the road shall be no lower than six inches below base flood elevation.

B. New critical facilities proposed for construction within a Special Flood Hazard Area without a determined base flood elevation shall be permitted with an issued Letter of Map Change demonstrating that the entire project area is outside the Special Flood Hazard Area.

(Ord. No. 2018-13 , § 2, 4-17-18; Ord. No. 2021-22 , § 2, 10-5-21)

Editor's note— Ord. No. 2018-13 , § 2, adopted April 17, 2018, changed the title of § 10.02 from "Flood Damage Protection" to read as herein set out.

Sec. 10.03. - Wellfield Protection.

10.03.01. *Purpose and intent.* There is a need to protect existing and future public water supply wells within the City from the irreversible and adverse effects of groundwater contamination. It is the intent and purpose of this section to safeguard the health, safety, and welfare of the citizens of the City by protecting groundwater resources. Therefore, it is the City's intent to provide minimum standards to regulate land use activities, storage, handling, use, or production of regulated substances within zones of protection surrounding public water supply wells. Nothing herein supersedes more stringent setback or permitting requirements contained in other applicable federal and state wellhead protection regulations.

10.03.02. *Wellhead protection zones and interpretation.* The regulations set forth in this section shall apply to all lands surrounding an existing public water supply well designated as the primary and secondary protection zone(s) as defined in this section. This regulation shall apply to all proposed public water supply wells if the specific location has been identified and the public or private entity owns the well site.

A. *Wellhead location map.*

1. The Land Use Administrator shall maintain wellhead protection zone maps that designate and geographically depict the primary and secondary wellhead protection zones.

2. The Land Use Administrator shall review the wellhead protection zone maps and amend them as necessary. The basis for amending such maps may include, but is not limited to, the following:

   a. Changes in technical knowledge regarding the intermediate and Floridan aquifer system;

   b. Changes in well pumping rates; and

   c. Reconfiguration of or the addition of a well within the City's boundary.

B. *Protection zones.*

1. *Primary wellhead protection zone.* Shall be circular with a fixed 500-foot radial setback distance around the wellhead and shall include the surface and subsurface area surrounding the wellhead.

2. *Secondary wellhead protection zone.* Shall be an area delineated around the favorable potable water production areas for the Floridan and intermediate aquifer as depicted on the "Wellhead Protection Zone Map" on file at the office of the City Clerk.

C. *Interpretation of zone designation.* To determine applicable protection measures for properties and buildings within the primary or secondary wellhead protection zone, the following rules shall apply:

1. Properties located wholly or partially within a wellhead protection zone shall be governed by the restrictions applicable to that zone.

2. Where the boundary of a wellhead protection zone passes through a building, the entire building shall be considered to be in the most restrictive zone.

10.03.03. *Exemptions and provisional exemptions.*

A. *Exemptions.* Except as provided herein, the following activities or uses are exempt from the provisions of this section:

1. Fire, police, emergency medical services, emergency, and management facilities.

2. Essential utility services and facilities provided that wellhead setback requirements are in accordance with applicable federal and state law.

3. The transportation of any hazardous substance if the transporting vehicle is in continuous transit and meets all applicable federal, state, and City requirements.

4. Retail/wholesale establishments that store or handle an unlimited amount of regulated substances for resale provided:

a. The regulated substances are handled, stored, and sold indoors.

b. The regulated substances are stored and sold in their original unopened containers.

5. Residential activities including the use of commonly used regulated substances for cleaning, maintenance, pool service, pest control, or any other lawful residential use activity except for underground storage of regulated substances.

6. Commercial products used at a facility solely for janitorial or minor maintenance purposes.

7. Outdoor recreational activities and facilities including nature and bike paths, conservation areas, and passive and recreational parks that do not involve the storage of regulated substances.

B. *Provisional exemptions.* The following activities are exempt, if in compliance with requirements as stated:

1. The use of any hazardous substance or lubricants in lawn maintenance equipment, if extreme care is taken to prevent spillage or discharging fuels and lubricants onto soils, groundwater, or surface water.

2. Agricultural uses, except that said uses shall comply with the latest version of the Florida Department of Agricultural and Consumer Services and Florida Department of Environmental Protection Best Management Practices for Agrichemical Handling and Farm Equipment Maintenance. In addition, silviculture operations shall conform to the Florida Department of Agricultural and Consumer Services Silviculture Best Management Practices, 1993, as amended from time to time. Alternative best management practices may be substituted with prior written approval by the City.

3. Construction activities, if all contractors, subcontractors, laborers, and their employees, when using, handling, storing, or producing regulated substances, adhere to the City's applicable best management practices.

4. The application of pesticides, herbicides, fungicides, and rodenticides in recreation, agriculture, pest control and aquatic weed control activities if:

a. The application is in strict conformity with the use requirement as is indicated on the containers in which the substances are sold;

b. The application is in strict conformity with the requirements as set forth in the Florida Statutes and the Florida Administrative Code; and

c. The City is notified at least 48 hours prior to the application within the primary wellhead protection zone.

5. New golf courses, if compliance is demonstrated by submitting to the City a written best management practices plan subject to approval by the Land Use Administrator and, which at a minimum, conforms with the Florida Department of Environmental Protection May, 1995 Best Management Practices for Golf Course Maintenance Departments and the City's groundwater protection prevention measures for secondary wellhead protection zones. New and existing golf courses shall comply with Subsection 10.03.06 herein.

10.03.04. *Regulated substances and facilities.*

A. *Regulated substances.* The following substances are regulated by this section:

1. Any substance, including petroleum or derivatives thereof, or combination of substances which because of their quantity, concentration, physical, chemical, infectious, flammable, combustible, radioactive, or toxic characteristics, may cause or significantly contribute to a present or potential risk to human health, safety, or welfare, to the groundwater resources, or to the natural environment; or

2. Those substances set forth in the lists, as amended from time to time, entitled: Lists of Hazardous Waste, 40 Code of Federal Regulations Part 261, Subpart D, and waste characterized in 40 Code of Federal Regulations 261 Subpart C; Hazardous Constituents-Appendix VIII, (40 CFR Part 261); Environmental Protection Agency Designation Reportable Quantities, List of Hazardous Substances and Notification Requirements for Hazardous Substances under the Comprehensive Environmental Response, Compensation, and Liability Act (40 CFR 302); Superfund Amendments and Reauthorization Act of 1986, Section 302 Extremely Hazardous Substances List (40 CFR. 300, App. A and B); known hazardous and toxic properties as listed in 40 CFR 302; and substances that are restricted-use pesticides according to the Florida Statutes and the Florida Administrative Code.

B. *Regulated facilities.*

1. Any new nonresidential use, handling, production, or storage of regulated substances found in quantities greater than the following shall be considered a regulated facility:

a. When the aggregate sum or a single regulated substance present on a single parcel or building exceeds 110 gallons underground; and

b. Five hundred fifty gallons aboveground if the substance is a liquid or 1,100 pounds if a solid.

2. Any existing nonresidential use, handling, production, or storage of regulated substances is lawful and shall be considered a nonconforming activity:

a. When the aggregate sum or a single regulated substance present on a single parcel or building exceeds 110 gallons underground; and

b. Five hundred fifty gallons aboveground if the substance is a liquid or 1,100 pounds if a solid.

3. Facilities listed in Subsection 10.03.05 herein are regulated facilities.

10.03.05. *Restrictions within wellhead protection zones.* In addition to the requirements set forth in this section, applicable facilities shall comply with the Florida Department of Environmental Protection wellhead protection standards in accordance with the Florida Administrative Code and the City's Groundwater Protection Preventative Measures and comply with Best Management Practices to prevent adverse impacts to groundwater resources.

A. *Secondary wellhead protection zone.* The following regulated uses and activities proposed within the secondary wellhead protection zone are prohibited; however, if existing as a legal use on November 16, 2008, may be allowed provided they comply with the requirements of Subsection 10.03.07:

1. New Class I, II, and V underground injection control wells, as regulated in the Florida Administrative Code, except for aquifer storage and recovery system wells or other necessary potable water drinking facilities injection wells as permitted by the appropriate state agency.
2. New or expanded landfills, as defined by the Florida Administrative Code.
3. New discharges to groundwater of industrial wastewater as regulated under the Florida Administrative Code.
4. New septic tank systems.
5. Prohibitions as specified under the City's Groundwater Protection Preventative Measures.

B. *Primary wellhead protection zone.* Regulated uses and activities proposed within the primary wellhead protection zone shall comply with requirements in Subsections 10.03.06 and 10.03.07 to protect potable water wells and to prevent the need for their replacement or restoration due to contamination.

The following regulated uses are prohibited within the primary wellhead protection as a new use; however, if existing as a legal use on November 16, 2008, may be allowable provided they comply with the provisions of Subsection 10.03.07:

1. New underground storage of regulated substances.
2. Existing small quantity generators and conditionally exempt small quantity generator of hazardous waste, as regulated under the Florida Administrative Code, shall comply with the secondary containment requirements of 40 Code of Federal Regulations Part 264 Subpart I (1994), as amended, hereby incorporated by reference. New small quantity generator and conditionally exempt small quantity generator activities shall be prohibited within a 500-foot radial setback from any well.
3. New large quantity generators of hazardous waste as regulated under the Florida Administrative Code.
4. New hazardous waste, treatment, storage, disposal, and transfer facilities requiring permits under the Florida Administrative Code.
5. New soil treatment facilities as regulated under the Florida Administrative Code.
6. New above ground storage tanks regulated under the Florida Administrative Code. Replacement of an existing above ground storage tank of the same or less capacity is exempt from this provision if the replacement tank system is installed with secondary containment and maintained as required in the Florida Administrative Code.
7. New underground storage tanks regulated under the Florida Administrative Code. Replacement of an existing underground storage tank of the same or less capacity is exempt from this provision if the replacement tank system is installed and maintained as required in the Florida Administrative Code.
8. New mineral acid above ground storage tanks as regulated under the Florida Administrative Code.
9. New industrial wastewater treatment facilities.
10. Vehicular and washing facilities provided the facility establishes reclaimed and reuse practices for the water supply.
11. Motor vehicle repair facilities.

12. Outside storage of equipment, tools, or other possessions that may have the potential to discharge regulated substances or adequate best management practices are utilized to prevent such discharges.

13. New cemeteries.

14. No new retention and/or detention facilities including but not limited to stormwater treatment facilities.

154. Parking areas, unless:

a. Impervious with adequate stormwater design to a location outside of the zone.

b. Florida Department of Transportation Standard Type D and/or equivalent raised curb is used.

c. Other means of advanced water quality treatment are provided.

10.03.06. *Permits, applications, and administrative process.*

A. *Permit requirements.*

1. No permit or license for any land use activity will be issued that would allow development or land use activities in the wellhead protection zones that is contrary to the restrictions and provisions provided herein.

2. Proposed land use or activities that involve property located wholly or partially within a protection zone shall be reviewed by the Land Use Administrator. The Land Use Administrator shall issue a notice as to whether or not the proposed land use or activity meets the applicable requirements of this section. A preliminary evaluation shall be conducted for all applicants to determine if proposed land use activities are exempt or do not apply to this section.

B. *Application procedure.* Prior to the Land Use Administrator issuing an approval notice for property or land use activities located in a wellhead protection zone, an application shall be filed on a form and containing such information as the Land Use Administrator shall require by administrative rule.

C. *Permit conditions.* The City may place conditions on any development order or permit or license to ensure compliance with all of the prohibitions, restrictions and requirements set forth in this section. Such conditions may include, but are not limited to, facility inspections, groundwater monitoring, and compliance reporting.

D. *Alterations and expansion.* The Land Use Administrator shall be notified in writing prior to the expansion, alteration, or modification of any existing structure or land use activity. Any such expansion, alteration, or modification shall conform to this section.

10.03.07. *Facility inspections.* The Land Use Administrator is hereby authorized to make inspections during normal operational hours of all facilities or activities regulated by this section, including nonresidential buildings, structures, and land in the City in order to determine compliance with provisions contained in this section.

A. *Administrative inspection warrant.* In the event a person who has common authority over a building, structure, or land does not permit an inspection, the City may seek an administrative inspection warrant.

B. *Vacant or abandoned properties.* In the event a building, structure, or land appears to be vacant or abandoned and the property owner cannot be readily contacted in order to obtain consent for an inspection, the Land Use Administrator may enter into or upon any open or unsecured portion of the site in order to conduct an inspection.

10.03.08. *Variances.*

A. *Variance criteria.* A property owner may request a variance from the requirements of this section. Upon City staff recommendation, the Utility Advisory Committee may perform a complete technical review for all variance applications and provide a recommendation to the Planning and Land Development Regulation Board. The Planning and Land Development Regulation Board shall have the authority to approve or deny issuance of a variance. In order to obtain a variance, the applicant must demonstrate by a preponderance of substantial, competent evidence that special or unusual circumstances and adequate technology exist to isolate the facility or activity from contaminating groundwater resources in the event of a spill. In granting or denying a variance, the City shall evaluate the following factors:

1. Substances or chemicals utilized that may impact groundwater resources if not properly managed;
2. Proposed containment/management of substances or chemicals;
3. Spill prevention and emergency response plans;
4. Emergency collection devices and equipment maintenance programs;
5. Monitoring plans and inspection procedures;
6. Spill reporting procedures;
7. Groundwater and/or soil monitoring programs;
8. Hydrological data that may include, upon City request, capture zone analysis, groundwater flow contours, and other hydraulic characteristics of the aquifer;
9. Distance from public supply well(s) and applicable wellhead protection zone(s);
10. Other factors, as applicable to groundwater protection issues.

B. *Variance application requirements.* In addition to the requirements stated in Chapter 2 for variance applications and review procedures, the following additional requirements shall apply to variances from this section:

1. The application shall be signed by the applicant and a licensed professional engineer or professional geologist licensed in the state of Florida;
2. The application shall include:
    a. A hydrogeologic assessment of the site, which shall address, at a minimum, soil characteristics, groundwater levels, groundwater directional flow, distance from wellhead, and existing groundwater quality;
    b. A technical report to demonstrate that adequate technology, practices, or other controls exist to isolate the facility or activity from the potable water supply in the event of a spill;
    c. A discussion and documentation, such as published reports, technical articles, substantiating sufficient performance, and reliability of a proposed technology or system. Include discussion of maintenance and procedures to be utilized if system fails; and
    d. Site-specific applicable groundwater protection best management practices procedures to ensure the protection of groundwater resources.
3. The Land Use Administrator may require additional information based on the type of land use activity proposed, chemicals utilized, distance from wellheads, or other applicable information needed to evaluate the application.
4. The City may add any appropriate conditions and safeguards necessary to protect groundwater resources pursuant to such special exemptions.

(Ord. No. 2009-26, § 49, 12-15-09)

Sec. 10.04. - Endangered and Threatened Species and Species of Special Concern.

10.04.01. *Purpose and intent.* The purpose of this section is to protect the natural resources of the City for the benefit of its citizens by preventing the destruction of listed plant and animal species in the City. The City shall take all reasonable steps to ensure that all development related activities do not result in the harming, pursuit, or harassment of wildlife species classified as endangered, threatened, or a species of special concern listed by the federal or state government. Those endangered and threatened wildlife species and wildlife species of special concern with the potential to exist within the City are determined by the United States Fish and Wildlife Service, the Florida Fish and Wildlife Conservation Commission, the Florida Natural Areas Inventory, and Florida Committee on Rare and Endangered Plants and Animals publications. The City shall protect endangered and threatened species through the regulatory authority of Florida Department of Environmental Protection, St. Johns River Water Management District, Florida Fish and Wildlife Conservation Commission, and the United States Fish and Wildlife Service, as mandated by the Federal Endangered Species Act of 1973 and the Florida Endangered and Threatened Species Act of 1977, and other applicable laws, rules, and regulations.

10.04.02. *Applicability.* All development, regardless of size and location, shall comply with federal and state regulations regarding listed species that may be located on a development site, as well as regulatory policies related to management requirements for species that may occur off-site (e.g. American bald eagle nests and associated protection zones, Florida scrub jay nest sites/territories). Prior to the issuance of a building permit, the applicant shall obtain all necessary federal and state permit authorizations, as appropriate.

10.04.03. *Listed species protection application and study.* Listed species likely to be found within the City are determined by the United States Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission, Florida Natural Areas Inventory, and Florida Committee on Rare and Endangered Plants and Animals publications.

A. *Applicability.* All applications for preliminary plats or site plans shall include a listed species study. The listed species study shall be completed by a qualified environmental professional. The listed species study, after deemed complete by the Land Use Administrator, shall be acceptable for one year for the property that was investigated. The listed species study shall include appropriate field investigation and associated exhibits prepared in accordance with an application form adopted by administrative rule issued by the Land Use Administrator.

B. *Management plan.* Where listed species evidence is found, the listed species study shall include a management plan. The management plan shall address the approach to be used in protecting the species or shall include an authorized permit from the appropriate federal or state agency. The adequacy of this approach shall be evaluated based on the following:

1. The specific guidelines and regulations of the Florida Fish and Wildlife Conservation Commission or the United States Fish and Wildlife Service for species.

2. The dedication as a conservation easement of any approved areas preserved for listed species protection.

3. The connection of conservation easements on the subject development property to any such conservation easements on adjoining properties and/or to any designated wildlife corridor unless the applicant demonstrates to the satisfaction of the Land Use Administrator that such connection is impractical in the use of the subject property.

4. The property owner shall be responsible for relocating gopher tortoises on site or other suitable locations as approved by the Florida Fish and Wildlife Conservation Commission and providing an approved After-Action Report prior to any clearing activities.

10.04.04. *Listed species protection during construction activities.* In the absence of an appropriate listed species permit(s), development related activities shall not cause the harming, pursuit, or harassment of wildlife species classified as endangered, threatened, or a species of special concern by either the federal or state governments in contravention of applicable federal and state laws, rules, or regulations. Should listed species reside on, or otherwise be significantly dependent upon the subject property, all development activities that might negatively affect that individual or population shall cease. The applicant shall notify the City, the Florida Fish and Wildlife Conservation Commission, and the United States Fish and Wildlife Service, to the extent required by law, if such species are determined to be residing on, or are otherwise significantly dependent upon, the project site. Property shall be developed in full compliance with all applicable laws, rules, and regulations. Proper protection to the satisfaction of all agencies with jurisdiction over the matter shall be provided. Where appropriate, the City shall require a preliminary gopher tortoise survey for existing single-family platted lots prior to the initiation of construction activities. The preliminary gopher tortoise survey shall be conducted by a qualified environmental professional and results of said survey shall be submitted to the City for review. Should gopher tortoises be present on the subject property, the permit and After Action Report ~~all necessary permits~~ shall be submitted to the City prior to the commencement of any ground disturbing activities ~~commencement of construction activities~~. Gopher tortoises shall be relocated to suitable habitats in accordance with FFWCC permit requirements.

10.04.05. Wildlife Crossing. In areas of wildlife corridors where the project proposes fragmenting habitats or conservation corridors, site plans should include dedicated wildlife crossings to minimize ecological impacts and preserve natural movement of wildlife.

Sec. 10.05. - Cultural and Historic Resources.

10.05.01. *Purpose and intent.* The purpose of this section is to protect and manage the significant historic and archaeological resources of the City of Palm Coast to the maximum extent feasible, by providing procedures for the review of plans and development projects as well as maintain standards for the protection and management of these important resources.

10.05.02. *Lands not subject to cultural resource survey.* A cultural resource field survey and assessment report is not required for parcels that have undergone a cultural resource investigation within 5 years from the time of application~~,~~ ~~-~~and the assessment concludes that the land does not contain cultural resources that are considered by the Florida Department of Historical Resources State Historic Preservation Officer to be significant or potentially significant. A copy of correspondence from the state historic preservation officer shall be submitted to the City, verifying that the subject property does not contain significant or potentially significant cultural resources.

10.05.03. *Lands subject to cultural resource ~~investigation~~assessment survey and other archeological investigation.* A Phase 1 cultural resource investigation shall be accomplished before the issuance of a development order or permit or prior to the commencement of construction activities, or any other physical impact or disturbance of land that:

A. Takes place within a parcel that has not been previously ~~investigated~~ surveyed for cultural resources.

B. Takes place within a parcel that contains a site that is listed in the Florida Master Site File (FMSF) as "eligible~~significant~~" or as "potentially eligible~~significant~~" for listing in the National Register of Historic Places (the criteria by which site significance is measured), or in the City of Palm Coast's protected sites inventory, thus requiring further investigation.

C. Takes place within a recently discovered site deemed significant (NRHP criteria) that has not yet been recorded to ~~entered into~~ the Florida Master Site File or listed in the City of Palm Coast's protected sites inventory.~~-~~

D. Takes place on a parcel that has been determined to possibly contain a potential site that can be listed in the Florida Master Site File as determined by the Land Use Administrator.

E. Conduct an additional Cultural Resource Investigation by another cultural resource professional, at the applicant's expense, if the results of the initial investigation are deemed unsatisfactory by City staff.

10.05.04. *Professional qualifications and cultural resource assessment survey requirements.*

A. *Professional qualification.* Cultural resource professionals are certified archaeologists that meet the qualification in "The Secretary of the Interior's Historic Preservation Professional Qualification Standards" (Federal Register Vol. 62, No. 119, p. 33707).

B. *Cultural resources assessment survey ~~and assessment~~.* Cultural resource assessment surveys and related reports shall follow the guidelines of the Florida Division of Historical Resources, Department of State, Guidelines for Cultural Resource Assessment Surveys (CRAS) and Archaeological Investigations outlined in Florida Division of Historical Resource Module 3, as amended, shall be followed; reporting of CRAS surveys shall follow DHR Chapter 1A-46 (Archaeological and Historical Report Standards and Guidelines), as amended, and the requirements of all applicable Florida Statutes. The SHPO reviews the referenced project in accordance with Chapter 267 and 373, Florida Statutes, and implementing state regulations, for possible effects on historic properties listed, or eligible for listing, in the National Register of Historic Places, or otherwise historical, architectural, or archeological value. Prior to the issuance of a development order or permit, or prior to the commencement of construction activities, a copy of a survey clearance letter issued by the Compliance Review Section, Division of Historical Resources, or other documentation of authorization by the State Historic Preservation Officer, shall be submitted to the City. Management recommendations regarding the protection, preservation, or mitigation of impact of historical or archaeological sites, in concurrence with the Division of Historical Resources should be followed. In addition, copies of Florida Master Site File forms generated during the cultural resource assessment study for the Division of Historical Resources shall be submitted to the City for their records. All Florida Master Site File forms generated for a City of Palm Coast LDC permit-required cultural resource assessment survey, or any other type of archaeological work shall be submitted to the Florida Master Site File, Division of Historical Resources, by a COPC official with the Planning Division. In some cases (to be determined by a COPC official) An initial site investigation may be utilized to determine cultural resource site probability for lands requiring a cultural resource investigation as approved by a certified archaeologist utilizing necessary criteria in accordance with state law to determine cultural recourse site probabilities. Said criteria include, but are not limited to, Florida Master Site File, historical information (historic map review)~~data~~, soil types, ~~and site~~land elevations, and proximity of the subject property to freshwater drainages such as rivers and creeks, coastal estuaries (Intracoastal Waterway) and subsistence-related natural resources. The following may substitute for a cultural resource assessment~~site~~ survey and assessment if certified by an RPA certified professional archaeologist in writing to the Land Use Administrator:

1. A determination that subject property has a low probability of yielding cultural resources.

2. A determination that proposed development activities will have no effect on cultural resources listed or eligible for listing in the National Register of Historic Places.

3. A determination that proposed development activities will have no effect on cultural resource value under federal and state requirements.

10.05.05. *Property containing potential and significant cultural resource sites.* If a property proposed for development to contain~~is determined to have a~~ a potentially significant or a significant cultural resource in areas proposed for development, the City shall adhere to the recommendations of the S~~s~~tate

Hhistoric Ppreservation Oofficer and shall require the applicant to do one or more of the following prior to the issuance of a development order or permit:

A. Preserve cultural resources within the open space of the proposed development.

B. Redesign the development to accommodate preservation of all or a portion of the site containing the cultural resource such as but not limited to, environmental setbacks, conservation easements, pocket parks, or conservation land.

C. The property owner may voluntarily fund or seek funding for Phase 3 mitigative excavations (data extraction) of the resource, if agreed to by the Florida Department of Historical Resources/State Historic Preservation Office.

10.05.06. *Fortuitous finds and unmarked human burials.* The following requirements apply to all building construction or alteration, or land alteration activities:

A. *Evidence of the existence of cultural resources.* If evidence of the existence of cultural resources is discovered or observed at development sites or during development activities after final approval, permits, or issuances of development orders, all work shall cease in the area of effect. The developer, owner, contractor, or agent thereof shall immediately notify a professional archaeologist and the City. Examples of such evidence include whole or fragmentary stone tools, shell tools, indigenousaboriginal or historic pottery, bone tools, historic building structures foundations, burialshell mounds, shell middens, or sand mounds, or other types of prehistoric mounded architecture. A certified professional archaeologist selected and hired by the applicant, shall assess the significance of the finds and, if warranted, notify the Florida Division Department of Historical Resources/State Historic Preservation Office in accordance with federal and state requirements. A report or letter shall be submitted to the City from a certified professional archaeologist and, if warranted, a copy of a clearance letter from the Sstate Hhistoric Ppreservation Oofficer indicating that the proposed development will have no effect on cultural resources listed or eligible for listing in the National Register of Historic Places, or otherwise of historical, architectural, or archaeological value.

B. *Discovery of human skeletal remains.* In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. During archaeological investigations, if a site is determined to contain unmarked human burials and/or human skeletal remains, by procedure these will be brought to the attention of a District Medical Examiner, if it was determined that the burial(s) represent an individual (or individuals) who had been dead less than 75 years, or to the attention of the State Archaeologist in the case that the remains were determined to be older than 75 years. If a site is determined to be a prehistoric indigenous site, all work will be done in coordination with the State Archaeologist (Florida Division of Historical Resources) who will make a final determination of adverse effect through the authority of their respective jurisdiction as defined by Florida Statutes. Procedures outlined in Chapter 872.05, Florida Statutes, will be followed regarding site mitigation and reporting, this through the authority and direction of the State Archaeologist and, if necessary, the District Medical Examiner. In some cases, the State Historic Preservation Office will make the determination to seek the consultation and review comments by the Tribal Historic Preservation Office (THPO)/Seminole Tribe of Florida (STOF).In accordance with the Florida Statutes, if any human skeletal remains or unmarked human burial is discovered, other than during a cultural resource excavation authorized by the state or an educational institution, all activity that may disturb the unmarked human burial shall cease immediately and the district medical examiner shall be notified. Such activity shall not resume unless specifically authorized by the district medical examiner or the state archaeologist.

(Ord. No. 2009-26, § 50, 12-15-09)

Sec. 11.01. - General Provisions.

11.01.01. *Purpose and intent.* The purpose of this chapter is to protect the general welfare of City residents and visitors and to promote energy and water conservation; reduce air pollution and noise; enhance property values; reduce erosion; improve surface water quality and groundwater recharge; moderate temperatures by providing shade; improve compatibility between various land uses; and enhance the City's appearance. The intent of the chapter is to establish procedures and practices governing the protection, installation and long term maintenance of trees, vegetation, and other landscaping elements within the City. The criteria in this chapter are intended to institute landscape and irrigation design principles that will result in creative solutions and provide alternative means to achieve an environmentally sustainable~~friendly~~ and aesthetic community.

11.01.02. *Applicability.* The removal of trees or fill, and the excavation or dredging of any parcel of land shall be prohibited prior to issuance of all required permits (including tree removal permits), unless stated otherwise in this chapter.

A. *Design of new development.* Developments shall be designed to the greatest extent possible to protect existing trees and their tree protection zones from stormwater facilities, drainage lines, utilities, grade changes, building footprints, parking areas, drives, and walkways. Subdivision plats shall shift lot lines to minimize placing specimen or historic trees in the buildable area of the lot~~, if practical.~~ , to the greatest extent feasible as determine by the Land Use Administrator.

B. *Alteration of existing development.* No building or parking lot existing on August 19, 2008 shall be required to be altered or moved in order to comply with this chapter, except that the following activities shall require compliance with this LDC to the maximum extent possible. (Exceptions may be granted by the Land Use Administrator when development conflicts with pedestrian and traffic safety, interferes with the protection of specimen or historic trees or natural resources, removes required parking, or similar situations.)

1. When a structure is destroyed by fire or other calamity and is proposed to undergo substantial improvement, as defined in this LDC.
2. When an existing non-residential building is expanded, the required building foundation plantings and their planting areas shall be provided for the new building area.
3. When a parking/vehicular use area is expanded but not the building, the new pavement area is required to be brought into compliance with this chapter. At a minimum temporary irrigation shall be required.
4. Any expansion project shall include replacing previously planted required landscaping that has been damaged or has died.

11.01.03. *Measurement of trees.* For the purposes of this chapter, the size of existing trees shall be calculated by the measurement of the diameter of the trunk in ~~caliper~~ Diameter at breast height (DBH) (4 feet 6 inches above ground) inches.~~, taken at breast height (four feet six inches).~~ Trees with multiple trunks at breast height will have the sum of the trunks utilized for ~~The~~determination. Where the individual trunks are less than 9 inches in diameter, the largest 3 trunks will be used. The size of new landscape trees shall be calculated by measurement of the diameter of the trunk at 6~~six~~ inches above grade, up to and including trees four inches in diameter. The size of new trees over four inches in diameter shall be calculated by measurement of the diameter of the trunk at 12 inches above grade.

11.01.04. *Classification of developments.* For the purpose of applying landscaping and irrigation requirements, developments are classified as follows:

A. *MFR/COM:* Townhouse, condominium, and multifamily residential development and institutional, office and commercial uses;

B. *IND:* Industrial and warehousing development;

C. *SUBD:* Subdivisions in any zoning district; and

D. *SFR/DPX:* Single-family detached and duplex development on individual lots.

(Ord. No. 2016-6 , § 2, 11-1-16)

Sec. 11.02. - Tree Preservation, Protection, and Replacement.

11.02.01. *Protected trees defined.* All trees that meet the following criteria are protected, with the exception of invasive species (see Section 11.02.05.C.1) and/or species not suited to this area per the United States Department of Agriculture hardiness list:

A. The trunk is 6~~six~~ inches or greater diameter.

B. Trees with a trunk 4~~four~~ inches or greater diameter, if surveyed for credit.

C. Specimen trees, which are any protected trees with a trunk of 24 inches or greater diameter except for sand pines; however the following species are considered specimen trees when they reach one of the following:

1. 12~~Twelve~~ inches or greater diameter: Cypress, Magnolia, Loblolly Bay, Red Bay, Scrub Oak, and Red Cedar;

2. 18~~Eighteen~~ inches or greater diameter: Elm, Hickory, Oak, Green Ash, Sycamore, Date Palm, and Maple.

D. Historic trees, which are any protected trees with a trunk of 36 inches or larger diameter.

E. For SFR/DPX development, any tree 1½ inches or greater~~to six inches~~ in diameter that was planted to meet the minimum tree density requirements or an existing tree that was previously credited towards meeting the requirements of this chapter.

11.02.02. *Tree survey requirements.*

A. *Tree survey.* The required survey shall be accomplished within the last 24 months and shall identify all protected trees by species name and the size of the trunk measured at the diameter at breast height.

B. *Monument signs.* Where monument signs are proposed to be located on an existing development, all protected trees that are located within 50 feet of the proposed sign shall be shown on the tree survey. At time of sign permit application, all protective measures for these trees should be depicted.

C. *Protected, specimen, and historic trees.*

1. *MFR/COM and IND developments.*

a. The tree survey shall show all protected trees 6~~six~~ inches in diameter and greater from the property lines to 5~~five~~ feet past the required buffer area width, except as provided in Section 11.02.02.D. Protected trees within any adjacent rights-of-way extending to the nearest street pavement shall be included in the survey.

b. All specimen and historic trees shall be individually located and identified over the entire site as to species and size except as provided in Section 11.02.02.D.

2. *SUBD developments.* All protected, specimen, and historic trees shall be individually located and identified over the entire site as to its species and size except as provided in Section 11.02.02.D.

3. SFR/DPX developments.

a. Protected trees 6~~six~~ inches or greater diameter within all front, rear, and street side building setback areas shall be surveyed and shown on the tree survey if the trees are going to be used for credit.

b. Specimen and historic trees shall be surveyed over the entire lot except as provided in Section 11.02.02.D.

D. *Survey of individual trees not required.* Under the following circumstances, the Land Use Administrator may determine that a survey identifying each individual protected tree is not warranted and a count of all protected trees including species and diameter size is acceptable:

1. When existing vegetated areas are to remain undisturbed; or

2. Where some or all of a development site or a proposed subdivision must be filled to such an extent, in order for permitted development to occur, that there is no feasible means as determined by the Land Use Administrator to save protected, specimen, and historic trees.

3. When the trees are located in wetland preservation or conservation areas that will not be impacted.

11.02.03. *Tree preservation.*

A. *Specimen and historic tree preservation requirements.* Specimen and historic trees are select protected trees that due to their size and contribution to the overall tree canopy of the City are granted an extra level of significance and protection. Building footprints, drives, stormwater management facilities, and similar activities on all sites shall be designed to save the maximum practicable number of specimen and historic trees. During the subdivision platting process, lot lines shall be shifted for the same purpose. This requirement does not exclude the requirement for mitigation of any removed trees of protected statues during the subdivision process. Table 11-1 shows the minimum percentage of specimen trees and the minimum percentage of historic trees that must be preserved individually for each category on a site.~~Table 11-1 shows the minimum percentage of specimen and historic trees that shall be preserved on a site~~. Owners of lots assigned the SFR, DPX, and EST zoning districts may remove any specimen or historic tree that is within the buildable area of the lot with no mitigation, if all reasonable efforts as determined by the Land Use Administrator, to shift or flip the building footprint cannot save the tree(s). ~~This requirement does not exclude the requirement for mitigation of any removed trees of protected statues.~~

Table 11-1: Minimum Specimen and Historic Trees to be Preserved

Number of Specimen/ Historic Trees on a Site *1	Percentage of trees to be Preserved	
	MFR/COM, SUBD	IND
Less than 3 per acre, or a portion thereof	75%	50%
3.0 to 5.0 per acre	67%	40%
5.1 to 8.0 per acre	50%	25%
More than 8.0 per acre	4 per acre	2 per acre

*1 For the purposes of compliance with tree preservation and mitigation requirements, specimen trees and historic trees shall be calculated and preserved as distinct categories.

B. *Tree preservation credits.* The following credits apply only within the COM, IND, MFR, OFC, P&G, and PSP zoning districts:

1. Trees saved in wetlands or their associated upland buffers are eligible for preservation credits; however, preservation of trees in wetlands for preservation credits may not also be used as criteria for preserved wetlands and ~~imperiled upland habitats~~eEnvironmentally s~~S~~ensitive l~~L~~ands density bonuses established in Chapter 3.

2. A stormwater retention/detention area may be credited toward meeting the tree density requirement provided the area contains tree species that will survive periodic flooding.

3. The total diameter of preserved protected, specimen, and historic trees on the site may be applied to satisfy the tree density requirements. A preserved palm tree shall be credited on a one-to-one basis for any palm tree removed.

4. Existing pine trees (other than ~~s~~Sand pine, Australian pine, Norfolk Island pine, or other invasive tree species) in good health may be used as buffer shade tree credits if they are a minimum of six inches diameter and comprise no more than 50 percent of the buffer tree requirement. If pines meeting these criteria are of good quality and spacing such that planting of new shade trees for some or all of the remaining required buffer shade trees is impractical, then existing pines may count for more than the 50 percent maximum requirement.

11.02.04. *Tree protection measures.*

A. *Canopy road, specimen, and historic tree protection.* In order to protect the existing tree canopy over portions of roadways within the City, the following roadway segments have an extra level of significance and protection: Colbert Lane (from the south right-of-way line of Palm Coast Parkway SE to 2,200 feet to the south), Palm Coast Parkway east of 1-95, and Palm Harbor Parkway south of the Hammock Dunes Bridge.

1.Roadway projects and modifications to these roadway systems necessitated by development shall preserve and protect any specimen or historic tree within the right-of-way and within 35 feet of the right-of-way line along Colbert Lane (from the south right-of-way line of Palm Coast Parkway SE to 2,200 feet to the south), Palm Coast Parkway east of I-95, and along Palm Harbor Parkway south of the Hammock Dunes Bridge. The applicant may meet this requirement by utilizing an average protected width of 35 and a minimum width of 25 feet and maximum width of 45 feet. Within these protected tree areas, the specimen and historic trees shall not be removed except for the minimal number necessary to allow for site access, sidewalks, necessary utilities, and signage. Preservation methods are to include, but are not limited to, the following:

a~~1~~. Reduction of the length of turn, deceleration, or acceleration lanes subject to public safety needs and the approval of the Land Use Administrator.

b~~2~~. Consideration of alternatives to widening such as alternate service roads.

c~~3~~. Root protection/aeration construction methods such as retaining walls with guardrails.

d~~4~~. Where no practical alternative for preservation is possible, such as traffic safety conflicts, the total diameter of the protected tree being removed shall be replaced with replacement trees having no less than 4 ~~four~~ inch caliper.

2. *Additional canopy road preservation and mitigation requirements.* For all roadway segments designated under this section, and for any parcel, lot, tract, subdivision, development site,

or portion thereof that fronts, abuts, adjoins, obtains access from, or is otherwise affected by a designated canopy roadway, all preservation, protection, replacement, and mitigation requirements shall apply to the entirety of the affected property.

All required preservation measures, tree protection activities, replacement planting, mitigation, and restoration associated with the removal, impact, or disturbance of specimen trees, historic trees, or protected canopy areas shall be completed on the affected site. Compliance with the requirements of this section shall not be achieved through payment into a tree bank fund, tree mitigation fund, or any other off-site mitigation program.

Required preservation standards established by this section shall be met on-site and maintained throughout the affected property. Off-site mitigation, mitigation credits, preservation banking, fee-in-lieu payments, or similar alternative compliance mechanisms shall not be accepted as a substitute for the preservation, protection, replacement, or mitigation requirements of this section.

No development order, site plan approval, subdivision approval, permit, variance, or construction authorization affecting property subject to this section shall be approved unless the applicant demonstrates full compliance with the on-site preservation and mitigation requirements contained herein.

B. *Tree protection during clearing or tree trimming activities.* Protected trees, including their tree protection zones, in front buffer areas shall be preserved if trees are in good condition and do not impede access or visibility into or out of the site.

C. *Tree protection during construction.*

1. During any development activity, appropriate protective measures, per City standards, shall be taken to prevent the destruction or damage of all trees to be retained on the site. The preservation of existing vegetation within the tree protection zones of all trees to be retained is required, unless the vegetation is hand cleared.

2. Protection methods, including trimming/pruning of trees and tree barricades, shall conform to ANSI A-300 standards.

11.02.05. *Tree removal.*

A. *Prohibitions.* Unless exempted herein, it is prohibited, ~~and~~ unlawful, and finable for a person or entity, agent, or representative thereof, directly or indirectly, to perform or authorize the following:

1. Cut down, remove, damage, or destroy any protected tree as defined in Section 11.02.01 on any parcel without first obtaining a tree removal permit (for required mitigation standards on MFR/COM and IND properties refer to Section 11.04.02 and on SFR/DPX properties refer to Table 11-4);

2. Commit any act or authorize the commission of any act that physically or effectively removes a protected tree or causes a tree to die, such as damage inflicted upon the root system by heavy machinery, chemicals, or paving, any pruning or tree work inconsistent with ANSI A-300 standards, or changing the natural grade above the root system (removal or effective removal of any protected, specimen or historic tree on MFR/COM and IND properties shall be mitigated per Section 11.04.02 and on SFR/DPX properties refer to Table 11-4);

3. Root raking the area within the tree protection zone or adding fill over the tree protection zone, which may cause damage and permit infection or pest infestation to a protected tree; or

4. Perform tree removal, land clearing, grubbing, grading, excavation, construction, or make or install any improvement upon any site or parcel, regardless of the existence of valid permits or approvals for the given activity, unless all protected trees and protected vegetative areas established pursuant to this chapter have been surrounded by a protective barrier.

B. *Land clearing.* During the subdivision infrastructure construction stage, clearing of trees and existing vegetation shall be limited to the minimum necessary to construct roadway and utility rights-of-way and stormwater facilities. Trees may only be cleared from individual lots upon review and approval of the tree survey and/or fire hazard considerations at the time of building permit application. However, in order to accommodate development within a subdivision where fill is required to such a depth that it would preclude the survival of existing trees, lots may also be cleared provided:

1. A clearing and grading plan shall be submitted showing vegetation and tree areas to be preserved with proper protective barrier, the amount of fill needed for lot development based on existing grades, proposed roadway and building elevations, and drainage plans.

2. Replacement of these trees may be allowed in common areas of the subdivision (i.e., street trees, detention or retention ponds, buffer areas, etc.).

C. *Tree removal activities exempt from permit/replacement requirements.* The following activities shall be lawful without application or issuance of a tree permit and do not require tree replacement:

1. The removal of any invasive plant species as determined by the Florida Department of Agriculture and Consumer Services' "Noxious Weeds" rule set forth in the Florida Administrative Code.

2. The removal or alteration of any tree or vegetation in or about an existing City or utility easement or right-of-way provided such work is done by, or under the control of, the operating utility company, and said company has received all necessary licenses or permits to provide utility service within the easement.

3. Removal or effective removal of trees severely cut by a utility company on SFR and DPX zoned platted lots.

4. Any activity conducted by a lawfully operating and bona fide commercial nursery, tree farm, agricultural operation, silvicultural operation, ranch, or similar operation when the activity occurs on property owned or lawfully occupied by the person conducting said activity and is done in pursuit of said activity. This exemption shall include the purposeful removal of a tree or trees for their permanent relocation at another site undergoing development.

5. Trees located within a City drainage easement, City drainage rights-of-way, or City access rights-of-way that need to be removed to allow for access to or maintenance or clearing and construction of the City's drainage ditches and drainage related facilities.

6. Any activities being conducted under F.S. 163.045 for single family unattached dwellings that have a letter from a certified ISA arborist or a Florida Licensed Landscape Architect showing a tree possess an unacceptable risk to persons or property prior to removal.

D. *Permit requirements.*

1. A permit is required for land clearing/filling. It is prohibited and unlawful to clear trees, fill land, excavate, or dredge any parcel of land prior to the issuance of a single-family building

permit or a site development permit, unless otherwise stated in this LDC, or authorized by the Land Use Administrator. The building permit shall act as the tree removal permit.

a. Vacant properties may be partially cleared to enable the construction of seawalls prior to a permit being issued for a principal structure. Refer to Section 4.01 for requirements.

b. Vacant properties may be partially cleared for the purpose of removal of unsuitable debris or muck within the buildable area of a site. Refer to Chapter 9 for permitting requirements.

c. Vacant single-family residential properties that are under common ownership with any developed adjacent residential lot may be cleared of all pines, vegetation, and any trees less than six inches in diameter if the minimum tree densities are maintained or replaced. Refer to Chapter 9 for permitting requirements.

2. Prior to the removal of any protected tree, an application for tree removal shall be submitted to the City. If the requested removal is in conjunction with an approved building permit, grade and fill permit, or a site development permit, a separate permit need not be obtained, but tree removal shall be addressed during the development order review process. The following types of tree removals require a permit but mitigation is not required.

a. Trees within clusters if there is a need to relieve thinning or overcrowding of trees, as part of an approved fire mitigation plan.

b. Protected trees, exclusive of specimen and historic trees, that would not drop the lot below the minimum tree density requirements on SFR/DPX platted lots, as outlined in Section 11.03.01.A.

E. *Removal of protected trees.* Protected trees removed under this section shall require replacement on MFR/COM and IND properties per Table 11-2 and on SFR/DPX properties per Table 11-4 if the tree was originally preserved or planted to meet a requirement of this Chapter or the tree removal would cause the property to no longer meet the minimum tree density standards outlined in Section 11.03.01.A. Upon receipt of a completed application and verification on-site by a certified arborist or the Land Use Administrator, the Land Use Administrator may permit the removal of the following protected trees:

1. Dead, severely diseased, or severely injured trees, as determined by a certified arborist or the Land Use Administrator.

2. Trees that pose imminent danger to the health, safety, and welfare of the public and cannot be corrected through standard arboricultural procedures, as determined by a certified arborist.

3. Trees that pose a sight distance visibility problem along any public right-of-way.

4. Any pine tree within 30 feet of a structure or within a distance from a structure less than the tree's height may be removed as a safety precaution provided the property owner where the tree is located agrees to the removal and applies for the permit.

5. Trees causing structural damage to a foundation, driveway, parking lot, patio, wall, water or sewer line, or which interfere with the construction or repair of public infrastructure or facilities that cannot be corrected by standard arboricultural means.

F. *Tree removal on developed residential lots.* On developed lots zoned SFR, DPX, or EST all provisions of Section 11.02.05.D.2. and Section 11.02.05.E. would apply as well as the requirements to maintain the minimum tree density as outlined in Section 11.03.01.A. The following additional requirements also apply:

1. Protected trees, exceptlusive of specimen and historic trees that are in excess of the minimum tree density for the lot, can be removed without mitigation, but those not in excess of the minimum tree density require replacement per Table 11-4.

2. Removal of a, protected, specimen or a historic tree shall be mitigated as follows:

a. A protected tree – One shade tree per table 11-4

ba. A specimen tree—One shade tree per Table 11-4.

b. A historic tree—Two trees meeting the standards of Table 11-4 with at least one tree being a shade tree.

G. *Tree thinning on MFR/COM and IND developments.* On properties where the landscaping has been planted for a minimum of ten years or where the property owner has retained or planted more trees than required by this chapter and meets all of the standards of this chapter; tree thinning of overcrowded trees may be requested by the property owner or designated agent upon submittal of a report by a certified arborist to the City. After review, the Land Use Administrator may approve or conditionally approve a thinning of the overcrowded trees when the intent of the original landscape plan and this chapter would still be met by the removal of such trees, and where:

1. Required trees have matured and grown to such a size and density that tree thinning would be the most prudent methodology for maintaining the health and vibrancy of the trees; or

2. Trees in excess of the required minimum have matured and grown to such a size and density that tree thinning would only have an insignificant impact on the overall landscaping of the site.

Preference for removal shall be given to trees having poor structure, root issues, or in declining health. Tree replacement and mitigation are not required after tree thinning.

H. *Requirements suspended.* During a declared emergency, the Land Use Administrator may suspend the requirements of this subsection.

11.02.06. *Tree mitigation standards.* Applicants are strongly encouraged to preserve as much of the existing vegetation as possible. Therefore, existing protected trees are counted toward meeting the landscaping requirements for a site. By saving protected trees, rather than planting new ones, applicants can achieve the minimum planting requirements in a more efficient and economical manner.

Tree mitigation for all protected, specimen, and historic trees for MFR/COM and IND developments shall be provided as shown in Table 11-2 and for SFR/DPX properties shall be provided per Table 11-4. The property owner shall be responsible for the cost of mitigating the trees removed from the property by preserving existing trees, replanting trees on site, or paying a like fee to the tree bank fund (while still maintaining minimum tree density requirements).

Table 11-2: Tree Mitigation Requirements for New MFR/COM and IND Development

Protected Trees	Specimen Trees	Historic Trees	Palm Trees
70% of the predevelopment tree inches removed from the required perimeter buffer areas of the site. Minimum replacement tree size shall be 2½" caliper.	70% of the tree inches removed from the site. Minimum replacement tree size shall be 3" caliper.	100% of the tree inches removed from the site. Minimum replacement tree size shall be 3½" caliper.	40% of palms removed from the site. Minimum replacement shall be 8' clear trunk palms (preferably Sabal Palms).

11.02.07. *Tree bank fund established.*

A. If due to site conditions or configuration, it is impossible or impracticable for the property owner, applicant, or developer to meet the requirements for tree density and/or replacement on-site, the property owner, applicant, or developer shall pay fees of equivalent value into the tree bank fund or plant the trees off-site upon approval of a suitable site or sites by the City. The tree bank fund shall be a separate account set up and shown in City financial records in which all receipts are detailed. All monetary contributions paid to the tree bank fund pursuant to this section shall be used exclusively for the design, planting, or replacement of trees on public lands. Funds may also be used for relocating trees onto public lands. Funds may also be used for the design and installation of irrigation systems, mulching, arboricultural practices, and staking for these trees.

B. Valuation of contributions to the tree bank fund shall be based on the caliper size and height, if applicable, of the required hardwood tree replacement and quantity of the required palm trees in accordance with City standards. The valuation of cost shall include the current market value of similar type trees and include the following costs: tree cost, delivery, labor to install, mulching and staking.

(Ord. No. 2016-6 , § 2, 11-1-16)

Sec. 11.03. - Landscaping, Buffers, and Irrigation Requirements.

11.03.01. *General landscaping requirements.*

A. *Tree density requirements.* All developments shall be required to provide one tree for every 2,500 square feet, or major fraction thereof, of property area, excluding ponds, lakes and canals.

B. *Preserved trees.* Preserved trees, including those within wetland or associated upland buffer areas, may be counted towards the tree density requirements as long as they are, at a minimum, the same size as the required new trees (refer to Table 11-43). The trees must be in good structural condition and health and the root zone shall be protected during the construction phase of the project.

C. *Protected trees and plants.* The use of protected trees, understory trees, shade trees, accent plants, shrubs, and groundcovers is required to partially or totally satisfy the planting requirements of this chapter. MFR/COM, IND and SUBD developments may use existing healthy pine trees(non-native and invasive pines are not counted for credit), 6~~six~~ inches diameter and over to meet the minimum tree requirements; however, no more than 25~~50~~ percent of the pine trees may be credited. The Land Use Administrator may approve alternate plantings if the purpose and intent of this Chapter are met and a nuisance or environmental hazard is not created.

D. *Native vegetation.* Use of native plants and plant species that conserve water, adapt to local conditions, and are drought tolerant are required for all new landscaping. MFR/COM, IND and SUBD developments are required to use reuse water if available. If not ~~avaiable~~available, developments~~or~~ shall plant at least 50 percent of the pervious area of the site with native plants or plants and sod that conserve water, adapt to local conditions, are noninvasive or nuisance species, and are drought tolerant.

E. *Alternative landscape betterment plan.* Where an applicant with a unique or difficult site to develop based on the shape of the lot or its developable area, as determined by the PLDRB or City Council, is unable to meet some of the specific landscaping standards in Chapter 11, the applicant may propose an alternative landscape betterment plan with at least the same quality of required plants and the same amount of landscaped area, but in a revised location or design layout. The

applicant must also provide at least two landscape hardscape features not otherwise required that are pedestrian friendly, such as fountains, benches or art work designed to withstand outdoor use. The PLDRB or City Council may approve or conditionally approve the alternative landscape betterment plan if the proposed changes will provide at least as much public benefit, screening from rights-of-way and adjacent properties, and aesthetic appeal as if the landscaping standards were strictly followed. All Tier 1 Technical Site Plans having a landscape betterment plan shall be reviewed by the PLDRB.

F. *Freestanding sign landscaping.*

1. All monument signs shall have shrubbery or flowers planted around the perimeter of the sign extending 3 ft minimum. Signs shall be located so as to provide both adequate visibility from the public rights-of-way, meet the Florida Department of Transportation Standards for Sight Triangles and Sight Distances, and preserve protected trees.

2. If freestanding signage cannot be shifted within the buffer to allow the required room for screen plantings between the sign and the outside parking envelope area without obscuring visibility to the sign, then the City shall allow a ten-foot radius from the base of the freestanding sign in which lower accent plantings are allowed in lieu of the screen plantings.

G. *Retention and detention ponds.* Stormwater retention/detention ponds shall be naturally shaped with rounded corners, having a minimum radius of seven feet for ponds between 2,500 and 10,000 square feet, and a minimum radius of least a 12 feet for ponds greater than 10,000 square feet, and without geometric straight sides where possible. All wet ponds shall incorporate a combination of aquatic and non-aquatic native plants around the perimeter of the pond to filter runoff of fertilizers, herbicides, and pesticides. This wet pond planting area shall have a minimum area equal to 15 percent of the perimeter of the pond multiplied by 7½ feet. (For example, a pond with a 200-foot-long perimeter would have a wet pond planting area of 225 square feet that could be planted as a five-foot-wide strip 45 feet long.) Alternatively, the applicant may plant some or all of the wet pond planting area within the pond as littoral zone plantings.

H. *Screening plantings.* Above ground structures such as: dumpster enclosures, mechanical equipment, backflow preventers, wells, pumps, tanks, ground-mounted HVAC units, transformers, generators, storage sheds, lift stations, utility cabinets, electrical panels, or ground-mounted cable/satellite television equipment; shall have a medium screen planting, as described in Table 11-4. If the structures are in areas that are visible from an improved public rights-of-way, a medium screen planting as described in Table 11-4 shall be provided between the structures and the rights-of-way. If the structures are in areas that are visible from a parking lot or abutting property without an intervening buffer, fence, or wall, then a medium screen planting, as described in Table 11-4, shall be provided between the structures and the parking lot or abutting property. On transformers, lattice may be used for screening instead. Where vegetation is planted, it shall be setback sufficiently so that at maturity it still meets the Florida Power and Light minimum setbacks from the transformers. All Screening shall be set back from mechanical equipment shall be set back 3 feet.

I. *Plan submittal requirements.* Landscape and irrigation plans shall be submitted for all MFR/COM, IND and SUBD developments and shall be prepared by a Florida registered landscape architect or other licensed professional authorized by state law to prepare such plans. SFR/DPX development landscape plans shall also be required, but do not need to be prepared by a landscape architect.

J. *Street trees and median planting.*

1. In all subdivisions, exclusive of those for SFR/DPX lots, and other developments involving the creation of new streets or shared private access roads, street trees shall be planted in the rights-of-way or a median, unless the Land Use Administrator determines that a conflict exists between trees and utilities located in the rights-of-way, or that sight distances or

recovery zones are not in compliance with sound and generally accepted engineering practices and principles. In such cases, the street trees shall be planted outside of the rights-of-way.

2. If street trees are to be located outside of the rights-of-way, trees shall be planted no farther than ten feet outside of the right-of-way line or abutting utility easement, and shall be perpetually maintained. All property owners' associations' covenants and restrictions shall include this requirement, and all property owners shall comply with this paragraph. Street tree plantings shall be in accordance with City standards.

3. Street trees may be included to satisfy the minimum requirements for tree density and buffers.

K. *Utility lines.* Shade trees shall not be planted under or within 15 feet horizontally of overhead power lines. Underground power lines, cable TV, and phone line clearance to trees shall be as specified by the utility providing the lines. Water mains shall be separated a minimum distance of ten feet from shade trees. Distances less than ten feet shall be reviewed and approved by the City. Understory trees that do not attain a height of no more than 14 feet, or that can be maintained below that height by pruning, may be planted under utility lines.

L. *Sight triangles.*

1. Where landscaping is proposed within a sight triangle at an intersection, landscaping shall be planted and maintained so that an unobstructed cross-vision is provided at a vertical level between two feet and seven feet, as measured from the centerline of the adjoining road. Trees may be permitted within the sight triangle, at the discretion of the Land Use Administrator, if the trees have a single trunk and foliage is kept trimmed between two feet and seven feet.

2. The dimensions of the sight triangle shall be as shown in Table 11-3, unless the Land Use Administrator determines other standards in the Florida Department of Transportation Standards for Sight Triangles and Sight Distances are more appropriate, based upon specific traffic or site conditions. The first distance in the table is for the leg along the proposed roadway, and the second distance is for the leg along the existing roadway that the new roadway will intersect. For example, if a proposed driveway will be located along an arterial roadway, choose "Driveway" in the second column and follow it to the right under "Arterial". In this case the leg distance would be 15 feet along the proposed driveway and 50 feet along the arterial roadway.

Table 11-3: Sight Triangle Dimensions Along Driveways and Roadways

		Leg Distance on Existing Driveway or Roadway (see the four columns below)			
		Driveway	**Local Road**	**Collector**	**Arterial**
Leg Distance on Proposed Driveway or Roadway (see column to the right)	**Driveway**	15'/15'	15'/15'	15'/15'	15'/50'
	Local Road	15'/15'	15'/15'	15'/35'	15'/50'

	Collector	35'/15'	35'/15'	35'/35'	35'/50'
	Arterial	50'/15'	50'/15'	50'/35'	50'/50'

Note: The first leg distance listed is the leg along the curb line of the proposed driveway or roadway and the second distance listed is along the curb line of the existing driveway or roadway where the proposed driveway or roadway will intersect. The third leg of the triangle would be a line connecting the furthest points of the two legs. There will be two sight triangles for "T" intersections and four sight triangles for full intersections.

M. *Landscape review for single-family subdivisions by certified HOAs.* A Homeowners Association, or Property Owners Association (HOA) may apply to the City for annual certification to allow deferral of City review of single family home landscape plans and landscape inspections to a certified HOA for the construction of new single-family homes, additions and accessory structures within a subdivision.

HOA certification will be valid for one calendar year from date of certification, and certified HOAs may apply for recertification annually. In order to be certified or recertified, a HOA must provide the following to the City:

1. Covenants and Restrictions or deed restrictions with landscaping requirements that meet or exceed the City's minimum landscape requirements for single-family homes.
2. Proof that the HOA has an Architectural Review Committee or its equivalent that will review landscaping plans for all new single-family homes within its subdivision.
3. Proof that HOA inspects and enforces its landscape requirements.

Approval of certification or recertification does not preclude the City, at its discretion, from conducting evaluation audits which may include landscape inspections, landscape plan review or other applicable evaluations to ensure City Landscape requirements are being enforced. Certification may revoked at any time for non-complying HOAs. Certification does not include the review and inspection for tree removal, fire mitigation, perpetual care, and landscaping and irrigation systems in common areas. The City reserves the right to enforce all provisions of City Codes, including this section. Every certified HOA must provide every ARC approved landscape plan to the City.

11.03.02. *Specific landscaping requirements for developments.*

A. *MFR/COM developments.*

1. *Foundation plantings.* Foundation plantings are intended to soften buildings and improve their aesthetics. Planting beds with a minimum width of four feet shall surround a minimum of 70 percent of the building elevation excluding areas adjacent to building entry doors, fountains, benches and sculptures. Bed lines, where practicable, shall be curvilinear and wrap the corners of the structure with shrubbery plantings no closer than three feet from the building. Screening that is at least four feet wide around loading areas, dumpsters, and mechanical equipment running parallel to the adjacent building elevation may be counted towards these requirements. On sites located along specially designated road segments or roads, as listed in Table 11-5, an average minimum foundation planting bed width of eight feet shall be provided. In this area, a minimum of two different heights of plant material shall be used along with understory trees at the rate of one tree per 50 lineal feet of building wall

length. These planting beds shall be located in the most visible areas. The following may be used in order to provide some alternatives to foundation plantings:

a. *Architectural design.* Foundation planting requirements for multifamily and nonresidential buildings may be reduced by the Land Use Administrator, when it is determined that building façade massing techniques, beyond the minimum architectural standards described in Chapter 13, provide a benefit similar to foundation plantings.

b. *Landscape design.* Alternative foundation plantings may be permitted (e.g., architectural planter, pots, etc.) or allowed to be relocated along an alternative building elevation by the Land Use Administrator and applied as a credit towards meeting the foundation planting requirement, if demonstrated and determined that the methodology is of equal benefit to the general public and appropriate automatic irrigation facilities are provided.

2. *Wildfire hazard assessment.* The development may be required, at the determination of the Land Use Administrator based on a Forest Resource Assessment and Strategy Map, to include a wildfire hazard assessment for the site prepared and certified by a forester, wildfire mitigation expert, or landscape architect. If the site is determined to be in a medium or higher wildfire hazard area, certain measures must be implemented prior to the issuance of a certificate of occupancy of the building. Wildfire mitigation shall be in accordance with City standards.

B. *IND developments.*

1. *Foundation plantings.* Planting beds at least four feet wide shall be planted adjacent to at least 60 percent of front building elevations, 25 percent of street side building elevations, and ten percent of interior side building elevations, but are not required along rear elevations. Areas adjacent to building entry doors, benches, fountains or sculptures are excluded from these calculations. The following may be used in order to provide some alternatives to foundation plantings:

a. *Architectural design.* Foundation planting requirements may be reduced by the Land Use Administrator, when it is determined that building façade massing techniques, beyond the minimum architectural standards described in Chapter 13, provide a benefit similar to foundation plantings.

b. *Landscape design.* Foundation planting may be relocated along an alternate building elevation if the Land Use Administrator determines that mitigating circumstances are present (e.g., limited depth to the property or the property has an unusual shape) and the alternate location provides equal or greater benefit to the general public.

2. *Wildfire hazard assessment.* The development may be required, at the determination of the Land Use Administrator based on a Forest Resource Assessment and Strategy Map, to include a wildfire hazard assessment for the site prepared and certified by a forester, wildfire mitigation expert, or landscape architect. If the site is determined to be in a medium or higher wildfire hazard area, certain measures shall be required to be implemented prior to the issuance of a certificate of occupancy of the building. Wildfire mitigation shall be in accordance with City standards.

C. *SUBD developments.*

1. *Common area.* Common areas within subdivisions including, but not limited to: entrance ways, recreation areas, gateways, and street islands; shall maintain the same tree density standards as required in Section 11.03.01.A. and the same minimum planting standards as shown in Table 11-4.

a. Temporary sales trailers are required to be skirted and have a short screen planting as defined and described in Table 11-4 with temporary irrigation around all sides visible to the public plus two understory trees, to improve its aesthetics.

b. Unless an easement for perpetual maintenance is provided, buffer planting areas, if required, shall be provided in the common areas of the subdivision and not on individual private lots.

c. Provisions for maintenance of common areas and conservation/wetland areas shall be made through covenants and restrictions or other means.

2. *Landscape buffers.* For subdivisions fronting any of the specially designated road segments or roads as noted in Section 11.03.05.B., Type B or G landscape buffers shall be required.

3. *Wildfire hazard assessment.* The development may be required, at the determination of the Land Use Administrator based on a Forest Resource Assessment and Strategy Map, to include a wildfire hazard assessment for the site prepared and certified by a forester, wildfire mitigation expert, or landscape architect. If the site is determined to be in a medium or higher wildfire hazard area, certain measures shall be required to be implemented prior to the issuance of a certificate of occupancy of the building. Wildfire mitigation shall be in accordance with City standards.

D. *SFR/DPX developments.*

1. *Number and type of trees.*

a. At least one tree shall be provided for each 2,500 square feet of lot area, or major fraction thereof, excluding ponds, lakes, and canals, per Section 11.03.01.A. On lots one acre or larger this minimum tree planting standard shall only be based on the portion of the lot being developed with buildings, swimming pools, pavement, or new landscaped areas including turf.

b. Regardless of lot size, a minimum of one shade tree shall be provided, preferably in the front yard. At least two shade trees shall be provided on lots at least one-third acre but less than two-thirds-acre, three shade trees shall be provided on lots two-thirds-acre but less than one acre, and four shade trees shall be provided on lots one acre or larger.

2. *Foundation plantings.*

a. Residential homes shall provide foundation plantings consisting of 16 shrubs as described in table 11-4. On interior lots, eight shrubs shall be planted in front of the home, and four shrubs planted on each side of the home. On corner lots, six shrubs shall be planted on each side of the home facing a street, and four shrubs planted on the interior side of the home. When the rear yard of a home faces a saltwater canal, lake, or golf course, an additional four shrubs shall be planted along the rear of the home.

b. All of these required shrubs shall be planted between 2½ and eight feet of the home's foundation.

c. The corners of the house shall be wrapped with shrubbery or have an understory tree planted there. Shrubbery shall be selected using varying heights to accent and soften walls.

3. *Minimum planting requirement.* There shall be a minimum planted area or preserved existing native vegetation area of 60 percent of the pervious open space. The remainder of the pervious open space area may be decorative gravel or decorative crushed stone commonly used for landscaping purposes, or mulches. All swales in rights-of-way shall be sodded.

11.03.03. *Tree and plant types, sizes, and quality.*

A. *Trees, shrubs, and groundcovers.* All trees, shrubs, and groundcovers shall meet or exceed the standards of a Florida No. 1 or better quality as set forth in the latest edition of Grades and Standards for Nursery Plants, Florida Department of Agriculture. Damage to any tree, shrub, or ground cover that puts the plant material at risk of not surviving due to the injury, is grounds for rejection. The planting requirements at time of installation are listed in the following table:

Table 11-4: Minimum Planting and Maintenance Requirements

Type of Development	Shade Trees	Understory Trees	Shrubs and Groundcovers	Accent Plants
MFR/COM, IND and SUBD	Caliper: 3½" Hardwoods or 3 sabal palm trees at 8' clear trunk are required to replace 1 shade tree.	Caliper: 1½" Minimum container: 30 gallon-In parking lot islands minimum height shall be 12'—14'.	Shrubs: 3 gallon Groundcover: 1 gallon Short screen planting: shrubs 2' in height, 3-gallon container, and maximum 3' on-center spacing or shrubs 2½' in height, 7-gallon container, and maximum 4' on-center spacing. For either option shrubs shall achieve a minimum height of 3' within 2 years. Medium screen planting: shrubs 2½' in height, 7-gallon container, and maximum 4' on-center spacing installed that achieves within 2 years a minimum height of 3½'. Tall screen planting: shrubs 5' in height and 60% opacity installed that achieves within 2 years a minimum height of 6' and opacity of 80%.	Dwarf to medium 3-gallon container shrubs. Height: 12" minimum at time of planting.
SFR/DPX	Caliper: 2" Hardwood or 3 sabal palm trees clustered at 8~~3~~' clear trunk are required to replace 1 shade tree.	Caliper: 1" Minimum container: 15-gallon	Shrubs: 3 gallon Short screen planting: shrubs 2' in height, 3-gallon container, and maximum 3' on-center spacing or shrubs 2½' in height, 7-gallon container, and maximum 4' on-center spacing. For either option, shrubs shall achieve a minimum height of 3' within 2 years.	None required

Notes
1. A ten-percent tolerance level may be provided to the above minimum plant sizes to reflect plant variability, or 20-percent tolerance level during times of extremely limited plant availability, at the determination of the Land Use Administrator.
2. Short, medium and tall screen plantings shall be non-deciduous, always maintained to meet their minimum height and opacity standards, and if planted on a berm, the berm may count towards the screening height.
3. Trees shall be allowed to grow to their natural height and typical shape in MFR/COM, IND and SUBD Developments.
4. In the case of mitigation for a historic tree on SFR/DPX properties, also see Section 11.02.05.F.2.b.

1. Existing trees shall count towards any tree requirements as noted in this Chapter if:
   a. The trees are equal to or greater than the minimum sizes in Table 11-4;
   b. Are in good structural condition and health; and
   c. The root zone is protected during the construction phase of the project.
2. For MFR/COM, IND and SUBD developments a cluster of three palm trees or one date palm with a minimum of 8 ft of clear trunk may replace up to 25 percent of the required shade trees, at the ratios shown in this Chapter. Where an architectural theme in ~~a~~an MFR/COM or SUBD development has a dominant tropical design, clusters of three palm trees may replace 50 percent of the required shade trees with the same spacing requirements. On SFR/DPX developments, clusters of three palm trees may replace up to 50 percent of the required shade trees, but in all cases at least one shade tree shall be provided.

B. *Turf.* Grass areas shall be planted with sod in a species normally grown as permanent lawns in East Central Florida. Newly installed Bahia sod shall be healthy and have no more than 20 percent weeds or unlike grass species. Newly installed St. Augustine, Seashore Paspallum, Bermuda, and Zoysia sod shall have no more than five percent weeds or unlike grass species. For newly installed turf where irrigation is not provided, grass species shall be Bahia grass or Bermuda grass where appropriate. All areas of a disturbed site not otherwise landscaped or not left in natural native vegetation shall be grassed, or mulched, at a minimum.

11.03.04. *Parking lot landscaping requirements.*

A. *Screening.* Screening from the right-of-way and adjacent properties in the form of a short screen planting, as defined herein, is required for off-street parking lot areas where the perimeter buffer does not already include one. The height shall be measured from the top of the adjacent parking surface, and if planted on a berm, the berm height can be included towards the minimum height.

B. *Internal parking lot landscaping.* Internal parking lot landscaping shall comprise an area equal to a minimum of ten percent of the vehicular use area excluding those areas beneath vehicular canopies, such as a bank drive-thru or a convenience store with gas pumps. The vehicular use area is the total area of all parking stalls, drive aisles, and access ways within the limits of the property being developed. Sites zoned industrial can exclude vehicular use areas designated for heavy-duty truck parking, loading, and maneuvering from these calculations.

1. *Landscape islands.*
   a. A qualifying island or planting area shall contain at least one tree per landscaped island. Shade trees shall only be planted in islands having at least nine feet in width and at least 300 square feet of island area per tree, except for median islands described in Section 11.03.04.B.2.a.(1).
   b. Required islands shall be a minimum of 150 square feet in area and shall have one understory tree unless the island is large enough for a shade tree, or a grouping of three palms.
2. *Placement of landscape islands.*
   a. No more than five consecutive parallel parking spaces may be constructed without separation by a vehicular use area landscape island, and no more than ten consecutive parking spaces may be constructed without separation by a landscape island, except as specified below:
      (1) Where shade trees are planted at a minimum of 50 feet on-center the length of a center island located between two rows of parking spaces ("median island"), the median island shall have a minimum planting width of eight feet. If understory trees

or a cluster of three palm trees are planted instead, the median island shall have a minimum width of five feet with the understory trees or clusters of three palms spaced a minimum of 30 feet on-center.

(2) Where a minimum of an additional five feet of buffer width is provided, in addition to any required perimeter buffer width, along the outside edge of the parking lot adjacent to the parking spaces, with shade trees planted at a minimum of 50 feet on-center.

b. If stabilized grass parking is approved, the parking spaces shall be delineated with parking stops and the required vehicular use area islands shall be provided.

c. All parking rows ending adjacent to drive or parking aisles shall be terminated by a landscape island ("terminal island") that is at least five feet in width.

3. *Design requirements for landscape islands.*

a. Where light poles or flagpoles are placed in landscape islands that contain shade trees, the minimum size of those landscape islands shall be increased by 150 square feet, and the pole shall be located at least 15 feet from the shade tree.

b. Curbing shall be installed around the perimeter of all landscape islands that abut paved parking or drive aisles. Where the landscape islands abut stabilized grass parking, pressure-treated timbers (minimum size of six inches by six inches), securely attached with rebar to the ground, are allowed in lieu of the curbs. Curbing or areas beneath the pressure-treated timbers shall not be counted towards the landscape island areas.

c. The Land Use Administrator may supersede specific landscaping standards in this subsection when they conflict with concerns expressed by the Fire Department or utility providers regarding public safety.

d. Landscape islands shall have at least one tree credit for every 165 square feet of required internal parking lot landscape areas; with understory trees receiving one tree credit, clusters of three palm trees receiving 1½ tree credits, and shade trees receiving two tree credits.

4. *Alternate planting requirements for parking lot islands.* The following specific planting requirements relate to internal parking lots:

a. In lieu of providing the minimum open space in a parking lot island, the Land Use Administrator may approve one or more of the following practices:

(1) Structural soils;

(2) Structural bridging under sub-base and pavement areas;

(3) Soil trenches/root paths that allow roots to access larger soil areas; or

(4) Other methodology, such as pervious pavers, that provide adequate means for tree roots to properly grow.

b. Upon submittal and approval of design plans and specifications of an alternate means of rooting area under a paved surface, the minimum parking lot island planting area as required in this section may be reduced. Structural soil specifications shall comply with City standards.

5. *Driveway medians.* A landscaped island ("driveway median") may be installed to separate the ingress and egress driveways of an access way. This driveway median shall meet the planting and design requirements for landscape islands.

6. *Flexibility.*

a. The Land Use Administrator may permit the use of architectural planters to provide partial credit towards landscape island/area requirements, if found to be of equivalent public benefit and where no other practical options exist.

b. The Land Use Administrator may permit more than ten contiguous parking spaces without an island in order to promote tree preservation or when unique site circumstances exist, such as redevelopment.

c. The Land Use Administrator may reduce the minimum area for parking lot islands if it is determined adequate tree rooting area is provided below the pavement area, per the City Technical Manual.

7. *Related standards.*

a. For large scale commercial centers, see Sections 4.15.03.B. and 4.15.03.C.

b. For screening of mechanical equipment, utilities and storage areas, see Section 13.04.07.A.

11.03.05. *Landscape buffer requirements.*

A. *Buffer type determination.* Determining perimeter buffer requirements for a site consists of a two-step process:

1. Use Table 11-5 to determine the type of buffer required.

2. Use Table 11-6 to find the design standards for the particular buffer required.

B. *Perimeter buffer requirements.* Table 11-5 shows the perimeter buffer types required based on the zoning of the subject property and the adjoining zoning/use. The zoning of the subject property is shown on the second row with the black background and the adjoining zoning/use is shown on the left-hand column. To use Table 11-5, go along the second row to find the subject property's zoning and then go down that column to where it aligns with the same row as the adjoining zoning/use. For example, if the proposed development is located on land zoned "IND-1" and the abutting land is zoned "MFR-1" then use the "IND" column at the right-hand side of the table and follow it down to the row labeled "MFR", which would require a perimeter buffer type "D", "E", or "F".

Table 11-5: Perimeter Buffer Requirements[5]

	Zoning of Proposed Development				
	AGR, PRS, P & G	**SFR, DPX, EST**	**MFR, MHD**	**OFC, COM, MPD[1], PSP[2]**	**IND**
Adjoining Zoning/Use (shown below):					
AGR, PRS, P&G	None	None	None	None	None
SFR, DPX, EST	None	~~None~~ D, E, or F[1A]	D, E or F	D, E or F	D, E or F

MFR, MHD	None	~~None~~ D,E,or F[1A]	C	D, E or F	D, E or F
OFC, COM, MPD [1], PSP [2]	None	None	C	C	D, E, or F
IND	None	None	C	C	C
Non Specially Designated Roads	None	A	A	A	A
Specially Designated Segments Palm Coast Parkway, Palm Harbor Parkway and Colbert Lane [3]	None	B	B	B	B
Other Specially Designated Roads or Segments Thereof [4]	None	G	G	G	G
Retention Pond, Lake, or Canal	None	None	None	C	D, E or F

[1] In the MPD zoning district the requirements shall revert to the underlying zoning district or use for the subject property, as described within the MPD Agreement.
[1A]Buffer requirements only when the Finished Floor Elevation differs by 2' or more.
[2] Requirements in the PSP zoning district shall revert to the existing or proposed use on the property, as determined by the Land Use Administrator.
[3] Segments are limited to Palm Coast Parkway east of I-95, Palm Harbor Parkway south of the Hammock Dunes Bridge, and Colbert Lane from the south right-of-way line of Palm Coast Parkway SE to 2,200 feet to the south.
[4] Other specially designated roads or segments thereof, include the following: Belle Terre Parkway, Belle Terre Boulevard, Colbert Lane (segment north of Palm Coast Parkway SE and segment more than 2200 feet south of Palm Coast Parkway SE), Cypress Point Parkway, 1-95, Matanzas Woods Parkway, Old Kings Road, Palm Coast Parkway (segment west of 1-95), Palm Harbor Parkway (segment north of the Hammock Dunes Bridge), Pine Lakes Parkway, Royal Palms Parkway, S.R. 100, Seminole Woods Parkway, U.S. 1, and White View Parkway.

[5]Land Use Administrator may add landscaping from other buffer areas to create more impactful buffer.

1. For nonresidential uses, a perimeter buffer will not be required between two or more newly created adjoining lot lines when subdividing a parcel of land that has an existing development or an approved site plan. (For example, two outparcels in front of a shopping center with an anchor tenant building.) In order to qualify, the existing or approved project and future developments on the proposed lots must have approval for a unified or master site plan that incorporates shared facilities including: access, stormwater facilities, and connectivity.
2. The double-frontage lots fronting along Palm Coast Parkway SE or Palm Coast Parkway NE and fronting along the City un-named right-of-way, located about 350 feet south of Palm Coast Parkway NE and extending east from Florida Park Drive to the Intracoastal Waterway, do not have to provide any buffers along the City un-named right-of-way.

C. *Buffer design standards.* The required buffers shall meet the following landscape standards:

Table 11-6: Buffer Design Standards

Type	Width[1]	Shade Trees per Linear Feet	Maximum Shade Tree Spacing per Linear Feet	Understory Trees per Linear Feet	Short Screen or Tall Screen	Accent Planting per Linear Feet	Decorative Wall/Fence
A	10'	1/50'	75'	1/50'	Short Screen	N/A	N/A
B	35'	1/50'	75'	1/50'	Short Screen	30/100'	N/A
C [2]	10'	1/50'	75'	Optional	Short Screen [3]	N/A	N/A
D [2]	10'	1/50'	75'	Optional	Not Required	30/100'	Decorative Wall
E [2]	20'	1/50'	75'	Optional	Tall Screen	N/A	Optional
F [2]	15'	1/50'	75'	Optional	Not Required	30/100'	Fence
G	25'	1/50'	75'	1/50'	Short Screen	30/100'	N/A

[1] A 35-foot Buffer B may be averaged with a minimum width of 25 feet and maximum width of 45 feet, and a 25' Buffer G may be averaged with a minimum width of 20 feet and a maximum width of 30 feet.
[2] Where an adjoining lot is undeveloped, shade tree spacing in the subject lot's adjoining buffer shall be increased to one per 75 linear feet and maximum spacing increased to 90 feet. Where an adjoining lot has been developed with an adjoining buffer having shade trees, the subject lot shall have understory trees planted that are staggered between the shade trees.
[3] Not required if the adjoining property has already been developed with the shrubs already planted, or where multi-family, office, or commercial uses are adjacent to any pond, lake, canal or waterway and the view would be an enhancement for the proposed project while not negatively impacting neighboring properties, as determined by the Land Use Administrator. Also, not required when industrial properties are adjacent to each other, except where a parking area is unscreened and adjacent to the buffer.

1. Landscape buffer areas shall be located at the perimeter of the site. Plantings shall not be located in any portion of a public or private right-of-way or drainage easement, unless permitted by a landscape easement. Short, medium and tall screen plantings may be located between the minimum landscape buffer area and the parking lot, building, structure or equipment they are intended to buffer. If not screening parking areas or other areas required to be screened, these screen plantings can be incorporated into the required foundation plantings.
2. At least 50 percent of the existing native vegetation shall be preserved within the landscape buffer area. Preserved native vegetation within the buffer shall be hand cleared of vines, debris, and dead branches to present an attractive transition from maintained to natural. If native vegetation is not present, is insufficient to meet the screening required by this section, or the Land Use Administrator has determined that it must be removed due to required site grading or existing utilities, then plant material shall be installed to meet the buffer requirement.
3. When calculating the required number of trees and shrubs within a buffer, the width of access ways or easements running perpendicular to the buffer shall be subtracted from the property length.
4. Understory trees may be used in lieu of shade trees where noted in Table 11-6 as "Optional"; however, no more than 25 percent of the required trees may be understory trees. Unless

limited by utility easement, then shade trees may be permitted at maximum required percentage as determined by Land Use Administrator.

5. Where accent plants are required, no more than 30 percent of the planting bed area shall be comprised of groundcover plants.

6. Uses within buffers:

   a. Buffer yards shall be limited to passive recreation and may contain pedestrian or bicycle trails and public amenities such as decorative fountains, artwork, and similar structures.

   b. Mechanical equipment or structures, directional signs, and backflow preventers may be allowed in perimeter buffer areas pursuant to approval by the Land Use Administrator.

   c. In a buffer ten feet or less in width, none of the required buffer area may be used for stormwater retention/detention. In a buffer 15 feet in width, no more than 33 percent of the required buffer area may be used for stormwater retention/detention. In a buffer 20 feet or more in width, no more than 50 percent of the required buffer area may be used for stormwater retention/detention. These ratios shall be reduced if insufficient room is left for plantings.

   d. A required buffer shall be at least 15 feet wide before it can be encumbered by the partial overlap of a sidewalk or utility easement running parallel to the buffer, and the overlap shall not exceed one-third of the required buffer width. This ratio may be reduced if stormwater retention/detention areas are also in the buffer or if there is insufficient room for plantings.

7. Decorative walls and fences, when required, shall be six feet in height and comply with the material and design requirements (see Section 4.01 for material and design requirements for walls and fences).

D. *Miscellaneous buffer requirements.*

1. *Vehicle display areas.* For automotive, recreational vehicles, motorcycles, motorized watercrafts, and other similar displays, a maximum of 33 percent of the frontage short screen plantings may be reduced to a height of 12 inches at time of planting if a minimum height of 16 inches shall be achieved within two years and maintained at such height. The balance of the short screen planting shall be installed and maintained per the height standards in Table 11-4.

2. *Frontage road buffers.* Frontage roads that parallel the main road serving a site may encroach into a front landscape buffer if no less than ten feet of the required buffer is provided on the development side of the frontage road with the remaining footage of the buffer width on the side of the main road.

3. *Fleet rental parking buffers.* Fleet rental parking spaces (excluding spaces limited to the renting of automobiles or pickup trucks) shall be located to the side or rear of the building and screened with a tall screen planting.

4. *Phased projects.* Any development that proposes phasing shall be required to provide perimeter buffer plantings adjacent to existing development and rights-of-way that are visible to the general public. If existing trees and vegetation are sufficient to provide this buffer, they may be used to satisfy this requirement. The certificate of occupancy for the initial phase shall not be issued until the buffer plantings have been provided.

11.03.06. *Irrigation requirements.*

A. *Requirements by type of development.*

1. *MFR/COM, IND:* These developments shall meet the irrigation design standards contained in this section.
2. *SUBD:* Irrigation systems for all common areas of a subdivision, including planted medians, shall be designed and installed with the subdivision infrastructure in accordance with this section. If the owner elects, the planting and irrigation of street trees on individual lots may be postponed until the lot is developed.

B. *Design standards.* Irrigation systems shall meet all City irrigation design standards as well as the following:

1. *Water conservation.* Irrigation systems shall be designed in such a way as to minimize runoff or spraying of irrigation water onto roadways, driveways, and adjacent properties that are not under the control of the owner. The irrigation systems shall be designed to locate plants into water use zones having the same irrigation needs.
2. *Water source.* Non-potable water use demands shall be met using water of the lowest quality supply that is both available and feasible for the intended application, as determined by the Land Use Administrator. Water reuse or water reclamation programs, if available, shall be used to reduce groundwater or surface water withdrawals for water use applications which do not require potable water. The following are the water source priorities of the City from highest preference to lowest preference:
    a. Reclaimed water.
    b. Stormwater, lake, or canal.
    c. Groundwater (well).
    d. Potable water.
3. *Temporary irrigation.* All landscape installations shall make necessary provisions for watering to establish and guarantee plant survival. Sites with these types of irrigation systems shall use super absorbents in the planting backfill as well as native plants or xeric plants and trees. A watering schedule shall be submitted. For an example, see the University of Florida Extension publication ENH856 - Tree Specifications for Planting and Shrubs in the Southeastern United States. Specifications shall be included to provide one of the following:
    a. Automatic irrigation;
    b. Hand watering via hose bib or other water source;
    c. Water truck hand watering; or
    d. Automated water bags.
4. *Irrigated areas.* The irrigation system, unless temporary, shall have mainlines and lateral lines buried underground and designed to provide adequate irrigation to all landscaped areas except for areas of existing native vegetation or planting areas comprised of vegetation that conserves water, is adaptable to local conditions, and is drought tolerant.
5. *Backflow prevention.* Irrigation systems connected to a potable water source shall have a backflow prevention assembly installed as required and approved by the Land Use Administrator. Permitted wells shall have a serviceable double-check valve as required and approved by the Land Use Administrator. See Chapter 9 for these requirements.
6. *Moisture sensing device or smart irrigation system.* All irrigation systems shall have an operational moisture-sensing device or a smart irrigation system such as a rain detection device.

11.03.07. *Installation of plants.* All landscaping is to be installed in a professional manner following good nursery practices as set by the Florida Nurserymen Landscape and Growers Association. All planting requirements shall meet or exceed the standards set forth in this chapter and the University of Florida Extension Publication ENH856 - Tree Specifications for Planting Trees and Shrubs in the Southeastern United States.

A. *Mulching requirements.* All planting areas shall be mulched with a minimum of thre~~wo~~ inches and a maximum of four inches of mulching material. The type of mulching material is subject to approval by the Land Use Administrator.

B. *Turf.* See Section 11.03.03.B. for turf requirements and quality.

11.03.08. *Compliance with approved plans; maintenance.*

A. *Compliance with approved plans.* All required plantings as shown on the approved landscape plans must be completed prior to issuance of a certificate of occupancy.

B. *Maintenance.*

1. The owner is responsible for maintaining the approved landscaping on-site in a healthy condition indefinitely. All required plant material that dies, or becomes unhealthy and is not treatable, shall be replaced within 30 days. When any plants are replaced because they are dead, diseased, or destroyed by acts of nature, they should be of the same or similar species and meet the size standards of Table 11-4.

2. Pruning standards for all tree work done in the City shall follow American National Standards Institute (ANSI) A300, Part 1 "pruning standards" as well as ANSI Z133.1-2000 standards for safety.

   a. The owner, tenant and their agents including personnel and companies who provide the tree services shall be jointly and severally responsible for following these pruning specifications and for tree damage or loss. Trees shall not be topped (hat-racking), over-lifted (lions-tailing), shaped, or significantly pruned, but shall be allowed to grow to maturity and attain their natural form so that crown development is not inhibited. Trees may only be pruned to maintain good health and growth by removal of limbs that are dead, weak, insect or disease-infested, storm damaged, crowded, rubbing other limbs, low and interfering with pedestrians or vehicles, or to maintain safe distances from utility lines.

   b. For maintenance of commercial properties, including: office, medical, retail, and industrial uses; and multi-family projects of 25 units or more, tree pruning of branches one inch or larger and at a height of eight feet or more shall only be provided by or under the direct supervision of arborists certified by the International Society of Arboriculture within Florida. ~~or by tree trimmers certified annually by the City~~.

3. Adequate provision shall be made, as approved by the Land Use Administrator, for the perpetual maintenance of common areas through covenants and restrictions or other means. These requirements can be achieved through either existing tree preservation (preferred) or by planting new trees. Buffer plantings shall be planted in common areas and not private lots, unless a landscape maintenance easement is granted with adequate perpetual maintenance assurances.

4. The owners are responsible for maintaining the approved irrigation system in an operable and efficient condition in perpetuity.

5. For developed lots and the improved portions of partially developed parcels, the owners are responsible for ongoing removal of all invasive plant species, as determined by the Florida Department of Agriculture and Consumer Services "Noxious Weeds" rule set forth in the Florida Administrative Code.

6. The City may conduct periodic inspections to assure compliance with the planting and maintenance requirements of this section. If a violation is found the City will notify the owner that they have 30 days in which to replace plants and make any other necessary repairs. Continued violation after the 30 days will be referred to the Code Enforcement Board or another enforcement mechanism will be used.

11.03.09. *Construction phase/acceptance of improvements.*

A. *Construction phase.*

1. *Permit.* No site work shall commence until appropriate tree protection and erosion control measures are in place and approved by the Land Use Administrator.

2. *Pre-construction meeting.* Prior to any site clearing on MFR, COM, IND, and SUBD developments, all trees and areas with shrubs to remain shall be properly marked and barricaded as indicated in this Chapter. A pre-construction conference shall be scheduled with the general contractor, land clearing contractor or its designee, and City staff to review specific criteria for construction.

3. *Erosion control.* Best management practices shall be utilized.

B. *Acceptance of improvements.*

1. *Certificate of occupancy.* No certificate of occupancy may be issued until all specifications on the approved plan have been attained unless the Land Use Administrator determines that an extension of up to sixty (60) days is warranted and the required landscape and irrigation are covered by a surety given to the City on a form provided by the City, in the amount of one hundred fifty (150) percent of the estimated value of the unfinished work.

2. *As-built drawings.* Landscape and irrigation as-built drawings (as-builts) are required prior to the certificate of occupancy of the project being issued in any zoning district except for SFR, DPX, and EST. The irrigation as-builts provided to the City for future reference shall include certification via signed and sealed plans by a landscape architect for location of water source, rain sensor, valves, clocks, and heads. The purpose of the irrigation as-built drawings is to provide reasonable assurance that the irrigation system is installed in accordance with City approved irrigation plans. Approximate underground pipe run locations will be acceptable in lieu of exact locations. As-builts may be bonded according to the procedure as noted in Section 11.03.09.B.1.

(Ord. No. 2016-6 , § 2, 11-1-16)

Sec. 11.04. - Enforcement/Remediation and Penalties.

11.04.01. *Cease and desist orders.* The Land Use Administrator may issue a cease and desist order for a maximum of two working days whenever a violation of this subpart has occurred. Upon review of the violation, the Land Use Administrator may extend the cease and desist order until the violation is brought into compliance and all resulting fines incurred as a result of the violation are paid.

11.04.02. *Correction of violation/remediation.* The City shall take the following actions when a violation of this chapter has occurred in addition to all other available code enforcement remedies:

A. *Tree replacement remediation requirements*. Each tree destroyed or significantly damaged contrary to the latest ANSI A-300, Part I standards, including removal or effective removal, shall be replaced on SFR/DPX properties pursuant to Table 11-4 by a desirable type of tree; and on MFR/COM and IND properties only, the total diameter inches of the protected trees removed shall be replaced with a minimum replacement tree size of six-inch caliper. On MFR/COM and IND properties a mitigation plan consistent with this Chapter must be submitted to the City for review.

This plan may require, in part, contribution to the tree bank fund. If contribution is to be made into the tree bank fund, the monetary equivalent amount of such contribution shall be determined pursuant to Subsection 11.02.07. The mitigation plan shall also require mitigation of any other damage to the property. Each tree so damaged or removed shall be considered a separate violation of this LDC.

B. *Sites cleared without approved tree surveys.* If the site has been cleared and the trees have been removed from the site such that the Land Use Administrator is unable to determine with reasonable certainty the number of protected trees removed in violation of this subpart, the violation may be corrected or partially corrected by paying into the tree replacement fund. The Land Use Administrator will determine the appropriateness and numbers of tree replacements to be planted back on the lot upon inspection. No work shall continue until the tree replanting plan has been approved. The contributions assessed under this subsection shall be payable to the City within ten working days after assessment. All replanting shall be required to be irrigated.

C. *Clearing without construction/inspections.* Permitted projects which are cleared, and upon which construction and inspection has not occurred within six months of clearing, shall be subject to mitigation per Table 11-2, as well as stabilization of all disturbed areas with sod or seed. In areas where a tree survey was accomplished, all protected trees on the survey shall be mitigated, and in areas where trees were not surveyed, the fine established by the City shall apply. Additionally, all perimeter buffer plantings, as shown on the approved plans, shall be installed and irrigated. Trees used in these buffers shall be credited towards the mitigation requirements.

11.04.03. *Appeals.* Any person aggrieved by an administrative order of the Land Use Administrator may appeal the order to the Planning and Land Development Regulation Board in accordance with requirements in Chapter 2.

(Ord. No. 2016-6 , § 2, 11-1-16)

Sec. 12.01. - Generally.

12.01.01. *Purpose and intent.*

(1) It is the purpose of this chapter to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory sign standards. The sign regulations in this chapter are also designed and intended to meet the statutory requirement that this municipality adopt land development regulations that regulate signage, a requirement set forth in F.S.

§ 163.3202(f). The sign regulations in this chapter are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the adverse secondary effects of signs. The sign regulations are especially intended to address the secondary effects that may adversely impact aesthetics and safety. The sign regulations are designed to serve substantial governmental interests and, in some cases, compelling governmental interests such as traffic safety and warning signs of threats to bodily injury or death. The City specifically finds that these sign regulations are narrowly tailored to achieve the compelling and substantial governmental interests of traffic safety and aesthetics, and that there is no other way for the City to further these interests.

This chapter regulates signs, as defined in this Unified Land Development Code, which are placed on private property. This chapter is not intended to extend its regulatory regime to objects that are not traditionally considered signs for purpose of government regulation.

The City boundary is depicted on the official zoning map. In order to preserve and promote the City as a desirable community in which to live, recreate and do business, a pleasing, visually attractive environment is of foremost importance. The regulation of signs within the City is a highly contributive means by which to achieve this desired end.

This chapter is intended to serve the following purposes:

A. Maintain the established suburban character of the City by regulating all exterior signage in a manner which promotes low profile signage of high quality design and enhances the City's ability to attract sources of economic development and growth;

B. Protect and maintain the visual integrity of roadway corridors within the City by establishing a maximum amount of signage on any site to avoid visual clutter;

C. Protect motorists from visual distractions, obstructions, and hazards by regulating the location of signs;

D. Enhance the appearance of the physical environment by requiring that signage be designed to complement the architecture of the structure which the signage is intended to identify, and sited in a manner which is sensitive to the existing natural environment;

E. Allow signage that satisfies the visibility, identification, and communication needs of the local business community;

F. Foster civic pride and community spirit by maximizing the positive impact of development;

G. Establish procedures and regulations for the construction and maintenance of signs, removal of nonconforming signs, variances, and enforcement of these regulations;

H. Improve pedestrian and traffic safety;

I. Minimize the possible adverse effect of signs on nearby public and private property;

J. Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of signs which compete for the attention of pedestrian and vehicular traffic;

K. Preclude signs from conflicting with the principal permitted use of the site and adjoining sites;

L. Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed, and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;

M. Protect property values by precluding to the maximum extent possible sign-types that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;

N. Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the City and that complements the natural surroundings in recognition of this City's reliance on its natural surroundings and beautification efforts in retaining economic advantage for its master planned community, as well as for its major subdivisions, shopping centers, and industrial parks;

0. Allow for traffic control devices and government signs without regulation, consistent with state and national standards, because they promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and by notifying road users of regulations and providing state and nationally consistent warning and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream and modes of travel, while regulating private signs to ensure that their size, location and other attributes do not impair the effectiveness of such traffic control devices;

P. Enable the fair and consistent enforcement of these sign regulations;

Q. Promote the use of signs that positively contribute to the aesthetics of the community, are appropriate in scale to the surrounding buildings and landscape, and advance the City's goals of quality development;

R. Provide standards regarding the non-communicative aspects of signs, which are consistent with city, county, state and federal law;

S. Ensure that the benefits derived from the expenditure of public funds for the improvement and beautification of streets, sidewalks, public parks, public rights-of-way, and other public places and spaces, are protected by exercising reasonable controls over the physical characteristics and structural design of signs;

T. Ensure that the constitutional guaranteed right of free speech is protected. Applications will be reviewed only with respect to sign structure or placement, excluding any reference to message, category, subject, topic or viewpoint;

U. Reduce the Impact of Sign Clutter. Excessive signage and sign clutter impair legibility and undermine the effectiveness of governmental signs, Traffic Control Devices and other required signs (such as building, unit or house number signs, street identification signs, and building identity signs) that are essential to identifying locations for the delivery of emergency services, mail and package delivery, and other compelling governmental purposes The intent of these sign regulations is to enhance the visual environment of the City, ensure that City residents and visitors can safely navigate through the City to their intended destinations, and promote the continued well-being of the City. It is therefore the purpose of this Chapter to promote aesthetics and the public health, safety and general welfare, and assure the adequate provision of light and air within the City through reasonable, consistent and nondiscriminatory standards for the posting, displaying, erection, use, and maintenance of signs and sign structures that are no more restrictive than necessary to achieve these governmental interests; and

V. Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs.

(2) Where there is conflict between this chapter and other sections of this Code, the most restrictive regulations shall apply.

(3) This chapter does not regulate government signs on government property.

12.01.02. *Applicability.* These regulations apply to signs within residential and nonresidential areas. Signs shall be erected, placed, established, painted, created, and maintained in the City only in conformance with the regulations, procedures, exemptions, and other requirements of this chapter and pursuant to City standards and the Florida Building Code.

12.01.03. *Effect.* The effect of this chapter is to prohibit all signs not expressly allowed in this Code, except as approved through the variance process established herein and in Chapter 2.

12.01.04. Definitions. Words and phrases used in this chapter are defined in Chapter 14 (Glossary).

(Ord. No. 2009-26, § 59, 12-15-09; Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.02. - Sign Permits.

12.02.01. *Permit required.*

A. It is prohibited and unlawful for any person to erect, construct, alter, or relocate within the corporate City, any sign without first obtaining a sign permit, except as otherwise specified in this chapter. Applications shall be filed in accordance with City standards.

B. When considering the placement of freestanding signs, the Land Use Administrator shall consider the location of public utilities, sidewalks, and future street widening.

C. The sign permit application shall be reviewed for a determination of whether the proposed sign meets the applicable requirements of this section and any applicable zoning law. The review of a completed sign permit application shall be completed within ten calendar days.

(Ord. No. 2009-26, §§ 60, 61, 12-15-09; Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.03. - Exempt and Prohibited Signs.

12.03.01. *Exemption from permitting.* The following signs are exempt from sign permit requirements; however they shall meet all other code requirements, including applicable construction regulations, and electrical permits as determined by the adopted electrical code:

A. Temporary Signs.

B. Signs required by federal or state law;

C. A sign (except a window sign which shall be subject to the provisions of this section) located entirely inside the premises of a building or enclosed space;

D. A motor vehicle sign, other than a prohibited vehicle sign or signs, as set forth in Subsection 12.03.02;

E. The change of copy on permitted manually changeable copy signs;

F. For 911 emergency response systems and public safety purposes, street address signs and residential mailboxes;

G. For 911 and emergency response systems, signs which identify the occupant;

H. Machinery and equipment signs. Machinery and equipment signs shall be allowed in all districts;

I. Where a federal, state or local law requires a property owner to post a sign on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically, the owner must comply with the federal, state or local law to exercise that authority by posting a sign on the property;

J. Signs protected by state statutes; and

K. Signs regulated by state statute. Sign applicants claiming an element of their proposed sign is regulated by F.S. § 553.79(22), as may be amended from time to time, must include all supporting documentation with their application and a clear and concise statement of regulatory applicability for review.

12.03.02. *Prohibited signs.* Except as required by state law or otherwise permitted by this Article, any sign installed or placed on public property shall be deemed illegal and shall be forfeited to the public and subject to confiscation. In addition to other remedies, the City shall have the right to recover damages from the owner or person placing such sign. It is prohibited and unlawful to erect or maintain any sign not specifically authorized by this chapter, including:

A. Signs that are in violation of the building code or electrical code adopted by the City;

B. Any sign that constitutes a traffic hazard or a detriment to traffic safety, as determined by accepted engineering standards, by reason of its size, location, movement, content, coloring, or intensity of illumination;

C. Signs using lights or illuminations that flash, move, rotate, blink, flicker, scroll like [~~or vary in intensity or color and~~ stock tickers or have strobe effects, except when required by the Federal Aviation Authority;

D. Signs that have video, animation or full-motion graphics;

E. Signs that have audible components or sound;

~~C.~~F. Digital signs on vehicles or trailers

~~D.~~G. Signs using exposed incandescent or LED bulbs in excess of 11 watts;

~~E.~~H. Signs that are of such intensity or brilliance as to cause glare or impair the vision of any motorist, cyclist, or pedestrian using or entering a public way or that are a hazard or a nuisance to occupants of any property because of glare or other characteristics;

~~F.~~I. Pursuant to state law, signs using words and traffic control symbols which interfere with, mislead, or confuse traffic, such as "stop", "look", "caution", "danger", "slow", or which violate with the Manual on Uniform Traffic Control Devices (MUTCD);

~~G.~~J. Signs that resemble any official sign or marker erected by any governmental agency or that by reason of position, shape, or color, would conflict with the proper functioning of any traffic sign or signal, or be of a size, location, movement, color, or illumination that may be reasonably confused with or construed as, or conceal, a traffic control device;

~~H.~~K. Signs within ten feet of public rights-of-way or 100 feet of traffic control lights that contain red or green lights that might be confused with traffic control lights;

~~I.~~L. Signs attached to traffic control devices or utility poles;

~~J.~~M. Signs attached to trees;

~~K.~~N. Signs made of combustible materials that are attached to or located within 20 feet of fire escapes or firefighting equipment;

~~L.~~O. Signs that obstruct a fire escape, window, door, or other opening used as a means of ventilation, ingress, or egress;

~~M.~~P. Any type of balloon signage;

~~N.~~Q. Signs that incorporate projected images;

~~O.~~R. Signs that involve the use of live animals;

~~P.~~S. Signs that emit audible sound, odor, or visible matter such as smoke or steam;

~~Q.~~T. Signs that contain any lighting or control mechanism that causes unreasonable interference with radio, television, or other communication signals;

~~R.~~U. Signs that are painted, pasted, or printed on buildings or any curbstone, flagstone, pavement, or any portion of any sidewalk or street, except house numbers and traffic control signs required by law;

~~S.~~V. Off-site signs;

~~T.~~W. Banners or signs placed across any public street, park, or property;

~~U.~~X. Private signs erected within any navigable waterway within the City;

~~V.~~Y. Portable signs, except as provided in this Chapter;

~~W.~~Z. Roof, marquee, and pole/pylon signs;Abandoned signs;

~~X.~~AA. Paper, cardboard, chalk, or white-board signs, except as allowed in this chapter;

~~Y.~~BB. Exposed neon or LED signs;~~Animated signs, including, flashing, undulating, swinging, rotating, or otherwise moving or scrolling signs.~~

~~Z.~~

~~AA. Electronic display type signs, including time and/or temperature signs, or any sign displaying any type of screen using animated or scrolling displays, such as a LED (light-emitting diode) screen or any other type of video display, even if the message is stationary; or signs displaying alternating or intermittent lights or lights of changing degrees of intensity or changes. Signs that have multiple views and objects that digitally or electronically produce color and/or black and white images similar to a television screen are prohibited. In addition, signs may not be multi-vision signs or display devices capable of presenting two or more separate images or ad copy sequentially by rotating multi-sided cylinders;~~

~~BB.~~CC. Any sign or illumination that causes any direct glare into or upon any building, other than the building to which the sign may be related;

~~CC.~~DD. A-frame signs, except as provided in this Chapter;

~~DD.~~EE. Any sign located within a right-of-way, except as may be allowed by this chapter;

~~EE.~~FF. Signs as a principal use in any zoning district;

~~FF.~~GG. Snipe signs;

~~GG.~~HH. Signs mounted to fences except as permitted in this chapter;

II. Parasite signs;

JJ. Motor vehicle signs or any signs attached thereto or placed thereon subject to the following exceptions:

1. Any vehicle appropriately parked on private property so long as the vehicle is used regularly, is only parked while not in use, and is not intentionally parked on the private property for the sole purpose of displaying the sign on the vehicle.
2. Any vehicle appropriately parked in a non-residential area upon which is placed a sign, if such vehicle is one that is operated during the normal course of business; provided, however, that no such vehicle shall be routinely parked in a location for the purpose of serving as, or constituting, additional signage.
3. Buses, taxicabs, and similar common carrier vehicles that are licensed or certified by the City of Palm Coast, Flagler County, other governmental entities, and/or Florida Public Service Commission.

KK. Permanent commercial signs on lots without a principal use; and

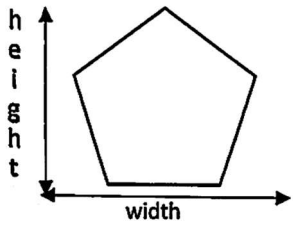
LL. Pole signs.

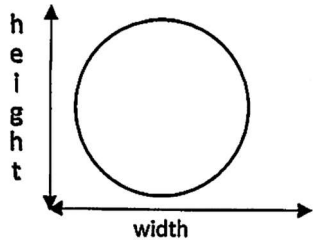
(Ord. No. 2009-26, §§ 62-71, 12-15-09; Ord. No. 2024-11, § 3, 4-2-24)

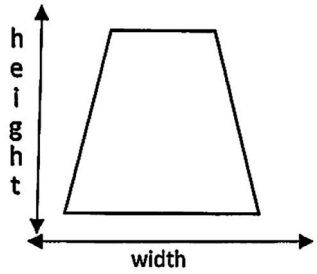
Sec. 12.04. - Sign Provisions for Permanent Signs.

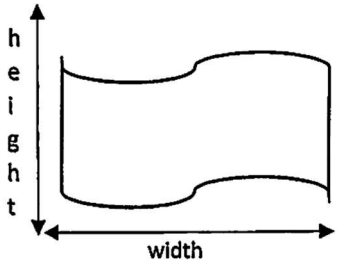
12.04.01. *Calculating sign area.*

A. In computing sign area, ~~standard geometry formulas for common shapes shall be used. Common shapes shall include squares, rectangles, trapezoids, circles, and triangles. In the case of irregular shapes,~~ the total sign area will be the area of the ~~smallest~~ widest and tallest common shape that encompasses the various components of the sign (see graphic below).


height
width


height
width


height
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height
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Width
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Width
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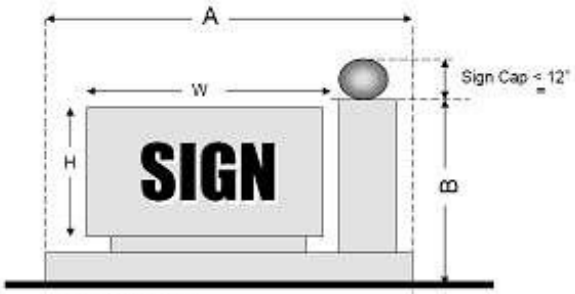

Width
Height
SIGN


Width
Height
SIGN

B. All words and components of a sign, including the support base of freestanding signs, shall be deemed to be part of a single sign. Individual words or components may be considered separate signs only if they are obviously disassociated from other components. When signs are enclosed in a border or highlighted by background graphics, the perimeter of such border or background will be used to compute sign area. Double face signs that meet the definition contained in this chapter shall be considered one sign.

C. The architectural features of freestanding signs shall not be greater than double the sign area. To calculate, take the ~~The~~ aggregate sign area and ~~-~~subtract the sign area. This shall not be greater than the sign area times two. ~~of freestanding signs shall not be more than double of the proposed sign area, exclusive of the sign area, only to include architectural features.~~

~~C.~~ _____See graphics below.



D. The allowable size of some freestanding signs is determined based on lot frontage (i.e., the width of a site along a public street). The allowable size of some wall signs is calculated based on the building frontage (i.e., width of the building where the public entrance is located).

12.04.02. *Measuring sign height/clearance.*

A. Freestanding sign height shall be measured from the ground elevation at the base of the sign to the highest point of the sign structure. The maximum height of permanent freestanding signs shall be seven feet, unless otherwise specified in this code. Decorative column caps may extend up to 12 inches above the maximum height permitted.

B. The clearance of a projecting sign shall be measured from the bottom of the area to the ground below.

C. The height of a wall sign shall be measured from the grade level of the base of the building below the sign to the top of the sign. The top of the area shall be no higher than the roof eave line.

12.04.03. *Construction and maintenance requirements.*

A. Except for temporary signs and window signs conforming in all respects with the requirements of this Code, all signs shall be constructed of durable materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure.

B. All signs and their supports, braces, guys, and anchors; electrical parts and lighting fixtures; and all painted and display areas shall be maintained in good structural condition, in compliance with all building and electrical codes and in conformance with this Code at all times. Damaged faces or structural members shall be promptly removed or replaced.

C. Vegetation around, in front of, behind, and at the base of any sign shall be installed and maintained and neatly trimmed to conform to City landscape maintenance standards.

D. All signs shall maintain a minimum clearance from electric power lines of ten feet horizontally and 15 feet vertically or as otherwise directed by the utility provider.

E. No sign structure or framework may be exposed to public view due to removal of sign faces or advertising copy for a period in excess of 15 days.

12.04.04. *Existing signs.*

A. *Modifications to signs.* Modifications to signs shall not result in a sign that violates the requirements of this Code. The modification of sign height or size requires sign permit approval.

B. *Permits not required for change of sign copy* No permit or permit fee shall be required for changing the copy of a sign, as long as no changes are made to the sign's height, size, location, or structure. This exemption shall also apply to any change of copy on a changeable copy sign. However, a color change to the base of a sign must be aesthetically compatible with the associated primary structure.

C. *Nonconforming signs.* Signs lawfully existing prior to the effective date of this Code may be continued although their size, location, or other physical attributes do not conform to this chapter.

D. *Loss of legal nonconforming status of a sign.* A sign loses its legal nonconforming status and shall be considered in violation of this Code if one or more of the following occurs:

1. The sign is structurally altered in any way, including increasing its height, weight, width, depth, or enlarging it in any manner, except for normal maintenance or repair, which tends to or makes the sign less in compliance with the requirements of this chapter than it was before the alteration.
2. The sign is destroyed to such an extent that more than 60 percent of the upright supports of a sign structure are physically damaged such that normal repair practices of the industry would call for, in the case of wooden sign structures, replacement of the broken supports and, in the case of a metal sign structure, replacement of at least 25 percent of the length above ground of each broken, bent, or twisted support. A sign will not be considered "destroyed" within the meaning of this section where the destruction is caused by vandalism or other criminal or tortious act.
3. Signs determined to be abandoned under the provisions of Subsection 12.04.04.E of this section.

E. *Abandonment.* All nonconforming signs and sign messages shall be removed by the owner or lessee of the premises upon which an on-site sign is located when the business it advertises is no longer conducted. Conforming signs shall have the copy area face removed and replaced with a blank face. Said signs on vacant or unoccupied property must be removed after 30 days. Any sign face which advertises a service no longer conducted or product no longer sold upon the property must be removed after 30 days. If the owner or lessee fails to remove the sign or sign message, the sign or sign message shall be deemed in violation of this Code.

F. *Signs subject to immediate removal.* Any sign erected without a required building permit is unlawful and must be removed by the owner thereof.

G. *Off-site signs.* Existing off-site signs may not be converted to electronic display type signs.

12.04.05. *Sign design.* Freestanding signs shall be aesthetically compatible with the principal structure, shopping center or subdivision.

12.04.06. *Lighting of signs.*

A. Any lighting used to illuminate signs shall be shielded such that the light source cannot be seen from abutting roads or properties.

B. No unshielded light source may be visible from the edge of the public right-of-way at a height of three feet.

C. Sign lighting shall not be designed or located to cause confusion with traffic lights.

D. Illumination by floodlights or spotlights is permissible if none of the light emitted shines directly onto an adjoining property or into the eyes of the motorist using or entering public streets.

E. Illuminated signs shall have luminance no greater than 300-foot candles.

F. Illuminated signs shall not have lighting mechanisms that project more than 18 inches perpendicularly from any surface of the sign over public space.

G. Backlit awnings are prohibited.

12.04.07. *Sign location criteria.* The following location standards shall apply to all signs, unless stated otherwise in this chapter.

A. Freestanding signs.

1. Freestanding signs shall only be allowed on sites with a frontage of 50 feet or more.
2. Unless specifically noted in this chapter, signs shall be located wholly within the premises, and shall maintain a minimum setback of ten feet from all property lines. Signs may be allowed within an easement unless it is in conflict with the purpose of the easement.
3. No freestanding sign shall be located closer than 15 feet from any other freestanding sign, on or off the premises. On corner lots, the freestanding signs on each frontage shall be at least 100 feet apart, measured along the rights-of-way. This requirement does not apply to temporary signs.
4. Freestanding signs shall include landscaping around the base of the sign as required in Chapter 11. The plant material shall be selected to complement and enhance the sign.
5. Signs in nonresidential districts shall not be located closer than 50 feet from a residential zoning district except signs on property where the principal use is allowed outright or by special exception in that residential district.

B. *Other signs.*

1. Wall signs shall not exceed 75 percent of the width of the wall where they are placed, except if business is occupying more than one unit and no other wall signs will be placed on the adjoining unit(s); or if there are architectural elements separating facades where signs would be located on single use or multi-tenant buildings.
2. Wall signs shall not cover windows and shall preserve the architectural integrity of the building.
3. No wall sign shall extend above the roofline except where an exterior parapet wall projects above the roofline, in which case such sign may not extend above the top edge of the parapet
4. Wall signs on multistory buildings are allowed above the first floor.
5. Wall signs shall not be allowed within 50 feet of a residential district, if facing a residential zoning district, unless it is a mixed-use district.
6. A projecting sign shall be erected only on a wall of a building and shall not project out more than four feet. Projecting signs over a parking space, travel lane, or a driveway shall have a minimum clearance from finished grade of 14 feet to the bottom of the sign.
7. Projecting signs that extend over a sidewalk or walkway shall provide a clearance of eight feet between the finished grade and the bottom of the sign.
8. Awning lettering shall be placed on the awning valance and not on the vertical arc or diagonal portion of the awning. The awning material may include a design pattern.
9. Directory signs, for emergency and traffic circulation purposes, may be attached to a wall or be freestanding, but shall not be located within 10 feet of any public right-of-way line.

12.04.08. *Flagpoles.* Flagpoles are allowed subject to the following conditions:

A. Two flagpoles are allowed on each parcel/lot having less than 100' of road frontage. Three flagpoles are permitted on lots having 100' or greater of road frontage in the City.

B. Maximum pole height shall be 30 feet in nonresidential districts, and 25 feet in residential districts.

C. All poles shall be ground mounted.

D. All flagpoles shall have a minimum five-foot setback from the property lines.

Sec. 12.05. - Permitted Permanent Signs.

This section establishes the type, location, and size of signs allowed within residential and nonresidential zoned districts.

12.05.01. *Residential zoning districts.*

A. *Monument signs at entrances.* Residential subdivisions and residential multifamily developments may erect signs meeting the following requirements at the entrance to the subdivision or multi-tenant development:

1. *Number of signs.* One double-sided freestanding sign or two identical single-sided signs, one on each side of the entrance, are allowed at each entrance to the development (excluding emergency access entrances).
2. *Maximum sign area.* The total sign area for each entrance sign shall not exceed 32 square feet.
   a. Signs that are combined with a minimum of two architectural embellishments, such as decorative walls, artificial rock formations, waterfalls, lake/pond mounted signs, signs located on grandiose entrance roads or other similar aesthetic features may qualify for an increase of signage square footage up to 64 square feet, and increase in height up to 14 feet, as approved by the land use administrator.
3. *Sign location.* Entrance signs for subdivisions shall be located on a tract or parcel or easement designated for signage purposes. Such tract or parcel shall be owned and maintained by a common property association and shall be located at the entrance of the subdivision.
4. *Maximum height.* Maximum sign height shall be seven feet. See section 12.05.01.A.2.a for possible increase in height.
5. Entry features associated with monument signs at entrances to subdivisions.
   a. Accessory structures associated with subdivision entrance signs shall not exceed 28 feet in height from the grade of the road.
   b. Fences and walls associated with subdivision entrance features shall comply with section 4.01.02.C.

B. *Signs for nonresidential uses.* Except for those signs and sign-types allowed in residential and residentially zoned districts in accordance with Subsection 12.05.01.A, no additional permanent signs or sign-types shall be allowed for permitted nonresidential uses in residential or residentially zoned districts, except for the following sign-types:

1. Freestanding sign. One double-sided freestanding sign meeting the following:
   a. The total sign area shall not exceed 24 square feet.
   b. Signs shall not exceed seven feet in height.
2. Wall sign. Nonresidential uses permitted in residential districts pursuant to Table 3-2 of the LDC are allowed one wall sign per business. Such sign shall be included in the sign area calculation noted in Subsection 12.05.01.B.1. No other signs are permitted on the building, except signs to identify the number and address of the property, for 911 and emergency response systems and public safety purposes.

C. *Directional signs.* Directional signs are allowed in residential districts subject to the following requirements:

1. Signs to assist onsite traffic must be low-profile signs not to exceed three feet in height above grade and four-square feet of surface area, so that public safety personnel can easily identify addresses and to ensure proper traffic flow.
2. All such signs shall be of consistent size, font, and color.

12.05.02. *Nonresidential zoning districts.* The following regulations shall apply to signs within nonresidential zoning districts.

A. *Monument signs at entrances.*

1. *Number of signs.* One double-sided freestanding sign or two identical single-sided

freestanding signs, one on each side of the entrance, are allowed at each entrance to the development (excluding emergency access entrances).

2. *Maximum sign area.* The sign shall not exceed a sign area of 32 square feet per sign.
3. *Sign location.* Entrance signs for subdivisions shall be located on a tract or parcel or easement designated for signage purposes. Such tract or parcel shall be owned and maintained by a common property association and shall be located at the entrance of the subdivision.
4. *Maximum height.* Maximum sign height shall be ~~seven~~ ten feet. A maximum of 12 inches cap on a column is allowed in addition to the maximum sign height.

B. *Freestanding sign.* Freestanding signs are allowed provided they are monument signs that meet the following requirements:

1. *Single use developments.*
   a. Number of signs. One freestanding sign is allowed per lot frontage facing a street.
   b. Maximum sign area. Thirty-two square feet for the first 100 feet of lot frontage, plus one square foot for each four lineal feet thereafter, to a maximum size of 96 square feet for each sign.
   c. Maximum height. Maximum sign height is ~~seven~~ ten feet.
2. *Multitenant development.* Multitenant developments such as shopping centers, mixed use developments, retail centers, and office parks shall comply with the following standards:
   a. Number of signs. The main development/center and each outparcel may have one freestanding sign per frontage on a public street. One additional freestanding sign may be allowed on parcels within a shopping center development containing a Mid-Scale Retailer or a Large-Scale Retailer and an approved Signage program.
   b. Maximum sign area. The maximum sign area permitted for freestanding signs for the main development shall be calculated based on the street frontage for the entire development site (including outparcels), using the formula noted above for single use signs. Developments that do not have outparcels or outparcels that are not part of the development order sign criteria shall calculate the maximum sign area using the formula noted above as a single use sign.
   c. Maximum height. Maximum sign height shall be ~~seven~~ ten feet.
   d. Digital display signage shall be permitted on the main development sign only. Digital display shall be prohibited on Outparcel signage.

C. *Wall signs.* Wall signs are allowed provided they meet the requirements of Subsection 12.04.07 (Sign Location Criteria) and the following requirements:

1. Maximum sign area. Each individual business having a separate building entrance shall be permitted one wall sign per street frontage including awning and projecting signs. If the business has a customer entrance on a separate building elevation not facing a street, an additional wall sign meeting the maximum sign area requirements may be permitted for that elevation. Signs shall be subject to the following maximum square footages:

Table 12-1: Permitted Maximum Wall Sign Area in a Nonresidential District

Business Frontage (Linear Feet)	Area (Square Feet)
25 or less	32
26—50	50

51—100	75
101—150	90
151—200	110
201 or more	150

2. *Buildings with shared space and one entrance.* A building with a common entrance for multiple tenants may share wall signage with all tenants if the owner submits a master signage plan that complies with Table 12-1. The owner may share the allocation allotted under Table 12-1 among three separate signs so long as the total square footage does not exceed Table 12-1 and meets the requirements of 12.04.07. If the allocation is used for multiple signs, all signs must be consistent with the approved signage plan. Signs must be of same style, size, font and color.

3. *Large-scale retailers.* Large-scale retailers, as defined in Chapter 14, may have one major wall sign and four minor wall signs. The major wall sign shall not exceed the maximum square footage depicted in Table 12-1. The minor wall signs shall not exceed 24 square feet each.

4. *Mid-Scale Retailers.* Mid-Scale Retailers that are part of a shopping center will be allowed a major wall sign and 2 minor wall signs. The major wall sign shall not exceed the maximum square footage depicted in Table 12-1. The minor wall signs shall not exceed 24 square feet each.

5. *Canopies.* No additional sign area is permitted for canopies *over* fuel operations. However, permitted wall sign area for the principal structure or building may be transferred to the canopy, as long as the canopy signage is only situated on the sides of the canopy facing a right-of-way. This does not apply to required signage pertaining to safety or hazardous situations.

6. *Window signage.*

   a. Window signage, including temporary window signs, shall not exceed 35 percent of the total glass surface area of any one building elevation.

   b. Windows facing vehicle travel lanes: Lighting or illumination(s) that flash, blink, have strobe effects, or have video, animation or full-motion graphics or similar effects are prohibited. Neon signs that are stationary or have minimal movement are permitted. Ie. Signs that state “Open”.

D. *Directory Signage:* Permanent directory signs designed to assist 911 and emergency response systems, pedestrian circulation and traffic circulation shall comply with the following requirements:

1. Sign area for each sign cannot exceed a maximum size of 24 square feet and not more than two signs per building.
2. Maximum sign area of 24 square feet applies to both freestanding and wall signs.
3. If freestanding signs are used, the sign height shall be limited to six feet.
4. All signs shall be consistent with building aesthetics.

E. *Under-canopy sign.* Each tenant within a multitenant development shall be allowed one under-canopy sign. The under-canopy sign area shall not be counted toward the maximum wall sign area allowed.

1. The sign shall be no larger than six square feet.
2. The sign shall be rigidly supported by a decorative chain or bracket and the bottom of the sign shall have minimum clearance of eight feet above the sidewalk.
3. The sign shall be designed aesthetically compatible with the principal structure.

F. *Directional signage for Emergency Services Purposes.* In addition to the other types of signs allowed on a site, directional signs designed to assist 911 and emergency response systems and traffic circulation are allowed subject to the following requirements:

1. Directional signs to assist onsite vehicular traffic flow shall be low-profile signs not to exceed three feet in height above grade and four-square feet of surface area.
2. All directional signs shall be of consistent size, font, and color.

G. *Flags.* Refer to Subsection 12.04.08.

H. *Signs facing drive-through lanes.*

~~H.~~ 1. Drive-through restaurants are allowed to display drive-through lane signs subject to the following provisions:

~~1.~~ a. Each restaurant may display up to two freestanding compatible signs per drive-through, which shall be adjacent to and oriented toward the drive-through area.

b. The sign area may be a maximum of 30 square feet in total, with a maximum height of six feet.

~~2.~~ c. If two signs are located side by side, the total sign area may be shared and increased to 45 square feet if the Land Use Administrator determines it to be preferable from a safety perspective.

d. Supporting ancillary equipment is allowed, such as speakers and order confirmation devices. These devices, when combined with a cabinet, must not exceed the maximum height requirements of the signs.

2. Drive-through facilities other than restaurants may display drive-through lane signs subject to the following provisions.
a. One sign per drive through lane

~~3.~~ b. Signs not to exceed 16 square feet.

I. *Signage program.*

1. At master site plan application, developments shall include a conceptual signage program showing consistency between architectural elements, designs, and themes for freestanding, wall, and all other signs throughout the planned development. The conceptual signage program shall contain sufficient detail to address sign pattern, style, color, and locations(s). To encourage flexibility in the overall design of the master site plan project, up to 20 percent of total wall sign allowance on the street front facade can be transferred to the freestanding sign provided the request is depicted in a signage program, the total size of the freestanding sign does not exceed 115 square feet, and is included in the development order. All other signs shall be in compliance with Chapter 12 of the LDC.

2. At site plan application, multitenant developments shall include a signage program for all freestanding, wall, and other signs throughout the development that identifies sign style and locations consistent with the architectural theme and architectural integrity of the proposed building(s). The signage program shall be compatible with other sites within a master site plan development. The signage program shall be part of the site plan development order with approved elevation plans and site plan showing the sign locations to include visual details of sign patterns, style, and landscaping. Signs shall be in compliance with Chapter 12 of the LDC.

a. Wall signs. Wall signs with similar style sign casings and/or framings or architectural designated locations and illuminations are encouraged. Wall signs may have minor adjustments in location and size due to unit resizing or unit combining, but the overall architectural integrity of the building(s) and theme of the sign plan shall be maintained.

b. Freestanding signs. Freestanding signs are to be compatible with the proposed architectural design and landscaping.

12.05.03. Digital signs

A. Permitted locations

1. Principal Arterial, Minor Arterial, and some Major Collector roadways (See 12.05.03.B.2)
2. Digital Signs are permitted in the following zoning districts:
   a. COM-1, COM-2 & COM-3 (Neighborhood, General and High Intensity Commercial)
   b. OFC-1, OFC-2 (Limited and General Office)
   c. IND-1 & IND-2 (Light and Heavy Industrial)
   d. PSP (Public/Semi Public)
   e. MPD (Master Planned Development) – Nonresidential portions of a MPD if specifically approved in the development agreement.
3. Digital signs are prohibited in all residential zoning districts.
4. Signs with digital/electronic display must be set back a minimum 150 feet from residentially zoned property.
5. Multitenant developments such as shopping centers: Digital display signage shall be permitted on the main development sign only. Digital display shall be prohibited on Outparcel signage.

B. Size, Height and Area

1. Signs with digital displays must meet the criteria for Nonresidential zoning district signs LDC Sec. 12.05.02,A. and 12.05.02.B. which regulates the number of signs, the maximum sign area and the maximum height.
2. The maximum size of the digital area of the sign face permitted as follows:
   a. Principal Arterial roadways (US-1, Matanzas Woods Pkwy, Palm Coast Pkwy, SR 100)
      Digital sign area may occupy up to 75% of the total sign face.
   b. Minor Arterial roadways (Belle Terre Pkwy, Belle Terre Blvd, Old Kings Road-north of SR 100)
      Digital sign area may occupy up to 50% of total sign face.
   c. Major Collector roadways (Cypress Point Pkwy, Seminole Woods Blvd, Colbert Ln, Old Kings Road-south of SR 100, Palm Harbor Pkwy, Pine Lakes Pkwy, Florida Park Drive. Digital signs prohibited on Royal Palms Pkwy, White View Pkwy, Rymfire Dr., Easthampton Blvd.)
      Digital Sign area may occupy up to 50% of the total sign face.

C. Display Duration and Transitions

1. Minimum static display time: 8 seconds.
2. The display screen area shall provide a high-resolution with pixel spacing of ten (10) millimeters or less.
3. Transitions must be instantaneous or fade in/out, dissolve. A fade in/out or dissolve transition is permitted provided the outgoing and incoming messages blend smoothly without creating the appearance of flashing or motion.
4. Other types of transitions, including scrolling, traveling or animated are prohibited.

D. Brightness and Dimming

1. Maximum brightness. The intensity of the light source for a digital sign shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety, or welfare.

~~1.~~2. All Digital Signs must include automatic dimming based on ambient light. The applicant shall provide written certification from the sign manufacturer that the light intensity has been factory preset not to exceed 0.3 foot-candles above ambient light measured by the method and distance as provided in the International Sign Association - Night-time Brightness Level Recommended for On-Premise Electronic Message Centers.

E. Permitting and Compliance

1. A sign permit is required for all Digital Sign installations or modifications.
2. The conversion of any portion of an existing permitted sign to digital sign shall require a sign permit.
3. The digital area of a sign must be integral to the design of the sign structure.
4. Malfunction Protocol: Signs must default to a black screen or be turned off in the event of a malfunction.
5. Signed and notarized affidavit on provided form is required with permit application.

F. Prohibited Digital signs and sign features

1. Animation
2. Digital display is prohibited on Wall Signs
3. Digital display shall not be permitted on existing non-conforming signs.
4. Pedestrian carrying digital sign(s)
5. Parasite digital sign (must be integral to the sign face)
6. Prohibited features
   a. Flashing, blinking, strobe or similar effects.
   b. Video, animation, or full-motion graphics.
   ~~a.~~c. Audible components or sound.

Sec. 12.06. - Temporary Signs.

12.06.01 ***Temporary sign standards.***

A. NON-RESIDENTIALLY ZONED PROPERTIES' TEMPORARY SIGN STANDARDS

Sign type	Number of signs	Maximum sign area and height (The sign areas provided are cumulative for the number of signs allowed)	Time	Additional standards
Commercial signs	One banner sign per business	Area:~~:~~ ~~Lots less than 1 acre – 16 square feet~~ ~~1 acre to 10 acres – 32 square feet~~ ~~More than 10 acres – 48 square feet~~ Based on Business Frontage (Linear Feet) as allowed for Wall Signage in Section 12.05.02.C.1. Table 12-1 Limited to height of building.	Remove after ~~30~~ 60 consecutive days	No more than three times per year. Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.
Commercial signs at outdoor recreational facilities	N/A	N/A	N/A	Must be located at the active sports area and not visible from the right of way
Non-commercial signs	Four per property	Area: Lots less than 1 acre – 16 square feet 1 acre to 10 acres – 32 square feet More than 10 acres – 48 square feet Limit 7' in height	If associated with an event, remove 15 calendar days after the event.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.
Signs on property hosting a Special Event	N/A	N/A	N/A	Signage regulated by permit and sign policy
Signs for parcels with active Site/building permits	Two visible from rights-of-way adjacent to lot.	Area: Lots less than 1 acre – 16 square feet 1 acre to 10 acres – 32 square feet More than 10 acres – 48 square feet Height: 7 ft max height	Remove within 3 calendar days after issuance of a final inspection or certificate of occupancy.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines. Can divide sign allowance between 2 different signs.
Signs on property being actively marketed for sale, rent or lease	Two visible from rights-of-way adjacent to lot.	Area: Lots less than 1 acre – 16 square feet 1 acre to 10 acres – 32 square feet More than 10 acres – 48 square feet	Remove within 3 calendar days after sale or lease.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.

		Height: 7 ft.		

B. RESIDENTIALLY ZONED PROPERTIES' TEMPORARY SIGN STANDARDS

Sign Type	Number of Signs	Maximum Sign Area and Height (The sign areas provided are cumulative for the number of signs allowed)	Time	Permit Requirements and Additional standards
Non-commercial signs	Six per lot	Area: 6 sf Height: 6 ft	If associated with an event, remove 15 calendar days after the event.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.
Signs for parcels with active site/building permits	One per lot per property right of way frontage	Area: Lots less than 1 acre – 6 sf 1 acre to 10 acres – 12 sf More than 10 acres – 32 sf Height: 7 ft max	Remove within 3 calendar days after issuance of a final inspection ~~or certificate of completion~~or certificate of occupancy~~.~~	
Signs on property being actively marketed for sale, rent or lease, single family zoning.	Two visible from rights-of-way adjacent to lot; one additional sign (per property) only when the premises are available for inspection by the prospective buyer or tenant; said additional sign shall not be larger than 9 sf and may only be posted on private property with the permission of the property owner	Area: 6 sf per street frontage Height: 6 ft.	Remove within 3 calendar days of sale or lease.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.
Signs on property being actively marketed for sale, rent or lease, multi-family zoning		Area: 24 sf Height: 7 ft		
Signs on properties with a sale on the property (not defined above)	One per street frontage	Area: 6 sf Height: 6 ft	Max. 2 times per year. Remove within 3 calendar days after the event.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.

Footnote 1: However, see ULDR Sections 4.01.01 and 12.04.07.A.2 prohibiting signs in City

12.06.02. *Model home and sales offices.*

A. model home is permitted to have one on-site, ground mounted, nonilluminated, freestanding sign in accordance with the following dimensional limitations:

1. Maximum sign area of 24 square feet.
2. Maximum height of four feet.

3. Setback a minimum of two feet from the right-of-way and located outside of the sight triangle as defined in Chapter 5.

B. Model homes that front a second right-of-way are permitted to display one commercial or non-commercial flag, with a maximum sign area of 24 square feet, set back of minimum of two feet from the right-of-way and located outside the sight triangle as defined in Chapter 5.

C. During hours of operation, one "A-Frame" sign may be located on the model home site if in compliance with Section 12.06.03.

12.06.03. *A-frame signs.*

A. *Permissible zoning districts.*
   1. A-frame signs are permitted in all nonresidential zoning districts:
   2. A-frame signs may be proposed as part of a nonresidential component of a Master Planned Development (MPD) District.

B. *Criteria for A-frame signs.*
   1. *Maximum number allowed.* A business with its own separate building entrance is allowed no more than one A-frame sign.
   2. *Location.*
      a. No sign may block a business entrance and/or pedestrian or vehicular traffic. Sign placement shall not interfere with the American with Disabilities Act (ADA) requirements.
      b. The sign(s) shall not be placed in landscaped areas.
      c. The sign(s) shall be located within ten feet of the business entrance which it serves but in no event shall the sign be located beyond the width of the business frontage.
      d. No A-frame sign shall be secured, tethered, or installed on traffic devices, utility equipment, trees, furniture, poles, or any other fixture.
      e. Sign(s) shall be located on the ground/sidewalk.
      f. Sign(s) shall not be located within sight triangles or in a manner that obstructs visibility to vehicular traffic.
      g. Sign(s) shall be displayed outside only during business hours.
   3. *Construction and maintenance.*
      a. When the adjacent sidewalk is less than six feet in width, the overall dimensions shall not exceed two feet wide by three feet in height; when the adjacent sidewalk is six feet or greater in width, the overall dimensions shall not exceed three feet wide by four feet in height.
      b. No sign shall have moving parts, illumination, or attachments.
      c. The sign shall have no more than two sides and shall be constructed of finished all-weather materials.
      d. Sign(s) must be properly anchored (temporarily) or weighted against the wind to prevent safety hazards. (Ord. No. 2009-26, §§ 88-92, 12-15-09; Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.07. - Variances.

12.07.01. *Review criteria.* The Planning and Land Development Regulation Board may grant variances from the regulations contained in this Code, in accordance with Chapter 2, and based only upon the following criteria:

A. To permit a setback for a sign that is less than the required setback, or

B. To permit the area or height of a sign to be increased by up to 25 percent of the maximum height or area allowed.

12.07.02. *Review findings.* The Planning and Land Development Regulation Board may grant one of the above two types of variances authorized by this section only if it finds there are special

physical conditions that:

A. Are due to the exceptional narrowness, shallowness, shape, or topography of the premises on which an activity is located, and

B. Prevent the activity from earning a reasonable return as compared with other activities in the area.

12.07.03. *Scheduling of public hearing.* An application for said variance shall be scheduled for public hearing within 30 working days of the date the application is deemed complete by the City.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.08. - Appeals to Planning and Land Development Regulation Board.

12.08.01. *Procedure.*

A. Whenever it is alleged that there has been an error in an order, action, decision, determination, or requirement by the Land Use Administrator in the enforcement and application of any provision contained within this section or any other provision of this Code pertaining to sign permits (including any allegation that the Land Use Administrator has failed to act within applicable time frames), the aggrieved party may file a written appeal with the Planning and Land Development Regulation Board.

B. The written appeal shall be filed with the Planning and Development Regulation Board within 30 calendar days of the date of the alleged error. The written appeal shall describe the alleged error and the applicable provisions of the Code pertaining to the Land Use Administrator's order, action, decision, determination, requirement, or failure to act.

C. The Planning and Land Development Regulation Board shall hold a hearing within 45 calendar days following receipt of the written appeal, not counting the day of the receipt and not counting any Saturday, Sunday, or legal holiday which falls upon the first or the 45th day after the date of receipt.

D. The Planning and Land Development Regulation Board shall render a written decision within ten working days following the hearing.

E. If the Planning and Land Development Regulation Board does not render a decision within ten working days following the hearing, the sign permit shall be deemed denied.

F. Failure to appeal the decision regarding a sign application by the Land Use Administrator to the Planning and Land Development Regulation Board shall not be deemed a failure to exhaust administrative remedies. The applicant may choose to proceed directly to a judicial action once the sign application has been denied by the Land Use Administrator.

G. If an administrative appeal is filed by the applicant, and the Planning and Land Development Regulation Board fails to meet within the prescribed time, the appeal will be deemed denied, and the decision of the Land Use Administrator regarding the sign application will be deemed a final decision subject to immediate appeal to a court of competent jurisdiction.

H. Once a decision is appealed to the Planning and Land Development Regulation Board, the Land Use Administrator shall take no further action on the matter pending the Board's decision, except for unsafe signs that present an immediate and serious danger to the public, in which case the City may pursue any proper legal remedy available to it.

I. The Planning and Land Development Regulation Board shall comply with all applicable rules of conduct and procedures that pertain to zoning and that are not inconsistent with the provisions in this chapter.

12.08.02. *Appellate decisions deemed final, subject to review.* The appellate decisions, pursuant to Subsection 12.08.01 above, shall be deemed final, subject to judicial review by the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida, filed in accordance with the

requirements of law, seeking such appropriate remedy as may be available.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.09. - Substitution of Noncommercial Speech for Commercial Speech.

Notwithstanding anything contained in this chapter or Code to the contrary, any sign erected pursuant to the provisions of this chapter or Code may, at the option of the owner, contain a noncommercial message in lieu of a commercial message and the noncommercial copy may be substituted at any time in place of the commercial copy. The noncommercial message (copy) may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to noncommercial messages, or from one noncommercial message to another noncommercial message, as frequently as desired by the owner of the sign, provided that the size, height, setback, and other dimensional criteria contained in this chapter and Code have been satisfied.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.10. - Content Neutrality as to Sign Message (Viewpoint).

Notwithstanding anything in this chapter or Code to the contrary, no sign or sign structure shall be subject to any limitation based upon the content (viewpoint) of the message contained on such sign or displayed on such sign structure.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.11. - Severability.

12.11.01. *Generally.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter and Code.

12.11.02. *Severability where less speech results.* Without diminishing or limiting in any way the declaration of severability set forth above in Section 12.11, or elsewhere in this chapter, this Code, or any adopting ordinance, if any part, section subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration ofsuch unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter or Code, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.

12.11.03. *Severability of provisions pertaining to prohibited signs.* Without diminishing or limiting in any way the declaration of severability set forth above in Subsection 12.11.01, or elsewhere in this chapter, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed under Subsection 12.03.02 of this chapter. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter and Code.

12.11.04. *Severability of prohibition on off-site signs.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter and/or any other Code provisions and/or laws as declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on off-site signs as contained in this chapter and Code.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 13.01. - Purpose and Applicability.

13.01.01. *Purpose.* The purpose of this chapter is to create and maintain a positive community image and identity by requiring architectural treatments that enhance the visual appearance and character of the City.

13.01.02. *Intent.* This chapter is intended to supplement City development regulations with specific design requirements that result in quality architecture, which emphasize pedestrian scale and recognize local character.

13.01.03. *Applicability.* The provisions of this chapter apply to new development and construction, redevelopment and alterations to existing buildings in the City. In addition, stricter requirements are provided for the Gateway Overlay Zone and the Palm Coast Parkway Overlay Zone, as set forth in Chapters 3 and 4.

A. Mobile homes that bear a Department of Housing and Urban Development seal are not subject to the architectural design regulations contained in this chapter.

B. Manufactured dwellings and mobile homes that bear a Florida Department of Community Affairs seal shall meet the design regulations as residential uses.

Sec. 13.02. - General Requirements.

The following architectural design requirements shall apply to all new development and construction, redevelopment, and alterations to existing structures within the City. Alterations shall include any change, addition, or modification including, but not limited to, repainting, that affects any of the elements governed by these architectural design criteria.

13.02.01. *Architectural styles.* The City has identified several recognized architectural styles for the design of buildings within the City. One of the following styles shall be used in the design of a nonresidential building. Applicable styles include Spanish Mission, Mediterranean, Italianate, Colonial, Neoclassical, Greek Revival, Modern, Craftsman, and Florida Vernacular.

13.02.02. *Green building.* Green building principles related to energy efficiency, resource protection, and environmental protection (e.g. reusable building materials, light colored roof materials, living roofs to treat stormwater, etc.) set forth by agencies such as, but not limited to, the United States Green Building Council and similar agencies are encouraged.

13.02.03. *Coastal building visual relief.* Non-residential b~~B~~uildings within 300 feet of the Intracoastal Waterway shoreline shall be oriented to provide one foot of unobstructed view from the right of way to the waterfront for each three feet of view obstructed by the building.

13.02.04. *Garages.* Garages that are detached from the principal structure shall be designed and constructed so that the roof and exterior walls of the garage are of similar architecture, materials, and colors as the exterior of the principal structure.

13.02.05. *Accessory structures.* The roof, exterior walls, and exterior colors of accessory structures, excluding prefabricated sheds, shall be compatible with the design of the principal structure. Accessory structures must meet the requirements as set forth in Chapters 3 and 4.

13.02.06. *Exterior colors*. Colors of walls, roofing, and accents such as trim and doors, shall be coordinated to achieve a visually and aesthetically positive effect consistent with sound and generally accepted land development principles and practices. While varieties of natural and painted colors are permitted, certain color principles shall be followed. The range of roofing materials and colors allowed for residential and nonresidential uses shall be as described in this section.

A. Exceptions.

1. The exterior colors of all residential, multi-family and nonresidential buildings shall be regulated according to this section with the exception of properties zoned MPD which are exempt from Subsection 13.02.06.B.1.

2. Unpainted natural stone, brick, roof material or natural appearing substitutes are excluded from exterior color requirements.

3. Garage doors that are not painted but are a varnished or stained natural wood with natural wood colors and visible wood grain, or other garage door materials similar in appearance and color of natural wood garage doors with wood-like texturing and visible wood grain surfacing, are excluded from Subsection 13.02.06.B.1.

4. Front entry doors are excluded from the exterior color requirements Section 13.02.06 except for Subsection B.3., prohibited colors.

B. Measurement of color. Multi-family and nonresidential building walls or garage door colors, excluding accent colors shall be determined using the Light Reflectance Value (LRV) index or an equivalent methodology.

1. Wall or garage door colors.

a. Light pastel colors and white. Acceptable light pastel colors and white shall have LRV of 80 or greater.

b. Earth tones. Earth tones include shades of brown, brown-taupe or sandy-taupe, beige, terra cotta, olive, sage and gray. Acceptable earth tone shades shall have a LRV of 25 or greater.

c. Garage doors shall be pastel or earth tone colors. However, earth tones colors may have a LRV less than 80, and may include black.

2. Accent colors for residential, muti-family and nonresidential.

a. Accent colors are all colors except prohibited colors as stated in Subsection B.3. of this section.

b. Accent colors shall only be applied to architectural elements except garage doors. Architectural elements may include but are not limited to, doors, shutters, keystones, quoins, awnings, window trims, door frames, window sills, cornices, and banding.

c. Accent colors shall not exceed 20 percent of any one elevation.

3. Prohibited colors.

a. Fluorescent colors shall be prohibited on all exterior surfaces. Neon lighting is not included within the term "fluorescent."

b. Residential and multi-family are prohibited from using any shade of purple, fuchsia, magenta, and orange that does not meet the pastel requirements of Subsection 13.02.06.B.1a.

4. Colors without a LRV. If the LRV of a color sample is not available, the Land Use Administrator shall compare the color sample to a color chip with a known LRV and determine whether the sample is lighter, darker, or equivalent LRV.

C. Building color combination.

1. Wall color combinations.

a. For residential buildings, one color shall be selected for the main surface of the building, and a compatible second wall color may be used for recessed front entryway walls.

b. Multi-family and non-residential buildings may vary wall color vertically between building masses, horizontally between stories, or a combination thereof, but no more than three colors can be used per building.

2. Accent color combinations. Accent colors should offer some contrast, and can therefore be darker, lighter, brighter, or richer than wall colors. However, the main consideration in choosing accent colors shall be compatibility with the wall color. Two accent colors shall be allowed per building. Accent colors shall complement the building's wall color.

D. Roof color. Roof color shall be compatible with the selected wall color. Roofs may be in the color of natural roofing materials (such as slate or clay) or may be finished in shades of gray, galvanized silver, copper, brown, green, red, black, blue, or white, except that a roof made of copper may be left in its natural color. Lighter colored roof materials, such as white or allowable galvanized metal, are strongly recommended for energy efficiency purposes.

E. Faux building features. It is prohibited to paint faux features or elements of a structure such as, but not limited to, windows, doors, shutters, or flower boxes.

F. Repainting.

a. When repairs are being made to the building's exterior wall surface, the wall may either be repainted in the same color or the building shall be painted in compliance with the LDC.

b. When repainting any portion of the building's exterior, the building shall either be painted in the same color or the building shall be painted in compliance with the LDC.

13.02.07. *Exterior material/finishes.*

A. *Exterior walls.* Exterior wall finish materials shall include stucco, stone, natural brick, finished concrete, split-faced block, wood, or other material including, but not limited to, synthetic materials similar in appearance and durability to those previously named. Finishes of exposed concrete block or corrugated metal are prohibited except metal may be allowed only in industrial zoning if it is not visible from the right of way and adjacent properties as determined by Land Use Administrator, and at minimum the building is set back 200 ft from the right of way.

B. *Roofs.* Roof material visible from the ground shall consist of concrete, slate, or clay tiles, asphalt fiberglass shingles, composite shingles, or metal standing seam, classic rib metal, Photovoltaic roofing materials. Residential uses may also have cedar shake wood. Screen room roofs shall have the same material and color as the primary structure or may use 3" insulated composite roofing. Pan roofing and corrugated plastic roofing materials are prohibited. To allow for the introduction of new roofing materials of similar quality and appearance, the Land Use Administrator may maintain a supplementary list of acceptable roofing materials.

(Ord. No. 2013-9, § 2, 11-19-13)

Sec. 13.03. - Single-Family and Duplex Residential Architectural Requirements.

This section shall apply to all single-family and duplex residential dwelling units.

13.03.01. *Architectural styles.*

A. Duplex residential dwelling units shall have the same architectural style, materials, and colors for both sides. Duplex residential dwelling units do not have to be symmetrical.

B. Within residential developments, an identical house can only repeat every four lots when fronting the same right-of-way including both sides of the street. However, two nonidentical houses of the same style may be built adjacent to each other. To be considered nonidentical, the two houses should be distinguishable in ways such as reverse orientation plans, tile and shingle roof, articulation changes (different articulations, use banding on one and shutters on the other, etc.), Façade design change which is a structural change. (Different massing, change window location, change entranceway design, change roof line design etc.), or architectural equivalent.

13.03.02. *Roofs.* Roofs that are visible from the public right-of-way shall be of shed, hip, gambrel, mansard, or gable styles. Roof height, bulk, and mass must appear structural even when the design is nonstructural. The following requirements shall apply:

A. *Pitched roofs.*

1. All single-family and duplex buildings shall have a pitched roof covering a minimum of 65 percent of the overall floor area under the roof.

2. Pitched roofs shall have a minimum slope of 5:12 (5~~five~~ inches vertical rise for every 12 inches horizontal run) and shall have an overhang beyond the building wall; however, the overhang shall not encroach into an easement.

3. Flat roofed areas including, but not limited to, porches are permissible in the remaining 35 percent of floor area under roof.

B. *Flat roofs.*

1. Porches or screen rooms may have flat roofs where allowed. Screen rooms are only permitted at the rear of the home.

2. Flat roofs shall be reviewed by the Land Use Administrator for architectural and aesthetic design and impact on the surrounding area.

3. Flat roofs shall be located at the rear of the building out of view from the public right-of-way. On saltwater canals, flat roofs must match the roof of the primary structure (color and material) unless they are located between a screen enclosure and the residence. Matching shingles or modified bitumen rolled roofing with granules that resemble shingles are permissible.

13.03.03. *Facade design.*

A. *Massing requirement.* Building massing shall be implemented by use of techniques that reduce the appearance of high building density or bulk. At least one massing treatment, in addition to the articulation requirement, shall be included for each 50 linear feet of wall that exceeds 50 feet in length.

B. *Articulation.* Facade articulation is required to add interest to a building. The following features shall be acceptable techniques of exterior articulation:

1. A base course or plinth course; banding, moldings, or stringcourses; quoins; oriels; cornices; arches; balconies; brackets; shutters; keystones; dormers; louvers as part of the exterior wall construction.

2. Quoins and banding shall wrap around the corners of the structure for at least two feet.

3. Banding placed around the windows and doors visible from the right-of-way, golf course, canals, lakes, or other similar highly visible areas. Window shutters may substitute for banding.

4. Horizontal banding continuing the length of the wall that faces a street, golf course, saltwater canal, or other similar highly visible areas.

C. *Fenestration.*

1. Windowless exterior walls, excluding garage doors, that face a public right-of-way, golf course, canals, lakes, or other similar highly visible areas are prohibited.

2. All single-family residences shall have only one entry door on the designated primary front façade and all single families shall have only one primary front façade. ~~Reserved~~.

3. Windows shall be consistent with the architectural style of the building and proportionate in size and placement relative to the overall façade composition.~~Windows shall be in harmony with and proportionate to the rest of the structure.~~

4. The use of reflective glass on residential structures is prohibited. Reflective glass will be defined as having a visible light reflectance rating of 15 percent or greater.

D. *Shutters.* Shutters function as an accent to windows as well as weather protection.

1. *Accent shutters.* Accent shutters are designed as a visual detail for windows.

a. Accent shutters shall be a contrasting color to the wall color.

b. Shutters shall match the height of the window.

c. Acceptable types of accent shutters include traditional horizontal slat or panel type shutters. Professional scoring or etching of a stucco wall to give the appearance of shutters is also acceptable.

2. *Weather protection shutters.* Professionally installed Bahaman, Accordion, ~~and~~ Roll-Down, Clear Guard Panels, and Armor Screen Hurricane Protection ~~Down~~ shutters and similar approved products subject to Land Use Administrator~~, as well as clear guard panels~~, used as weather protection shall maintain the architectural character when residences are boarded up. Plywood shall not be considered a weather shutter except for 168 hours (7 Days) before storm force winds are predicted to reach Palm Coast and 168 hours (7 Days) after a storm force wind are predicted to pass Palm Coast. Duct tape shall not be an acceptable method of shutter fastening. Storm shutters can be used one month prior to the hurricane season through one month after the hurricane season.

E. *Awnings.* If used, awnings shall complement the architectural style and colors of the residence. Awnings may be placed above windows and doors. Placing any awning on residential garage doors is prohibited. Permitted awnings shall be constructed from canvas, matte finish vinyl, copper, wood, or a material that the Land Use Administrator deems appropriate with regard to the architectural style.

1. *Prohibited materials.* Plastic, shiny vinyl, Plexiglas, corrugated metal, or materials resembling plastic are prohibited.

2. *Illumination.* Backlit awnings shall be prohibited.

13.03.04. *Mechanical equipment.* Mechanical equipment such as, but not limited to, air conditioning units, pool pumps, generators, back flow preventers, and gas tanks shall be screened from view of the public right-of-way and access easements with landscaping and/or fencing in compliance with City regulations.

13.03.05. *Manufactured dwellings and mobile homes bearing a Florida Department of Community Affairs Seal.* Manufactured dwellings and mobile homes that bear a Florida Department of Community

Affairs Seal shall comply with the regulations for single-family residential and duplex architectural design. In addition, they shall meet the following:

A. A continuous perimeter stemwall foundation or monolithic foundation floor slab system that meets all criteria of the Florida Standard Building Code, shall be provided. Exterior walls of these dwellings shall bear directly on the foundation. Isolated elevated pier foundations are prohibited. Interior load-bearing foundations and/or walls shall be continuous.

B. The electrical service entrance shall be located on the dwelling.

C. The exterior face of all stemwall foundations and/or monolithic design shall be architecturally finished with Portland cement stucco, brick, stone, siding materials, or other durable material approved by the Land Use Administrator.

D. The main entranceway shall be covered with a roof structure. The roof structure shall be consistent with the roof structure of the principal dwelling and shall cover, at a minimum, the required exterior landing at the door. The entry roof structure may be an extension of the main roof system or a separate roof system that matches the main roof slope, materials, and architectural style. If separate, the roof structure shall be consistent with the principal dwelling.

(Ord. No. 2009-26, §§ 93—96, 12-15-09)

Sec. 13.04. – Multifamily and Nonresidential[1] Architectural Requirements.

1. Industrial uses are located in section 13.05.

The requirements contained in this section apply to all multifamily and nonresidential development excluding Industrial.

13.04.01. *Corporate trademark design.* Exceptions to the requirements contained within this chapter shall not be made for corporate franchises.

13.04.02. *Building architecture.* Building enhancements are required and shall be achieved through the use of the following:

A. *Building massing.* Massing refers to the two-dimensional shape or three-dimensional volume of a building. Attention to massing is especially important for large buildings whose bulk can be out of scale with their surroundings; or whose walls or roof lines may be uninterrupted, excessively long or high, or monotonous. Multifamily and nonresidential developments shall provide building massing and articulation as follows:

1. *Massing requirements.* Building massing shall be implemented by use of techniques that reduce the appearance of high building density or bulk. At least one massing treatment, in addition to the articulation requirement, shall be included for each 50 linear feet of wall that exceeds 50 feet in length.

2. *Massing techniques.* The use of the following building features, when more than three feet in depth or height, shall qualify as techniques that improve building massing. Other massing techniques may be used, as approved by the Land Use Administrator:

a. Balconies.

b. Building wall offsets.

c. Colonnades.

d. Cupolas.

e. Towers.

f. Pavilions.

g. Arcades.

h. Porticos.

i. Projections and recessed sections.

j. Clock or bell towers.

k. Variations in the height of the roof line.

l. Verandas.

m. Overhangs.

3. *Multifamily buildings.* Large multifamily and townhome building volumes shall be broken into smaller parts to avoid a massive appearance and to allow for ventilation and vistas. In addition to the massing requirement noted above, facades of multifamily developments shall not extend for more than 100 horizontal feet without a major volume shift or a substantial break in volume.

B. *Exterior articulation.* Articulation of exterior walls is required to add interest and a distinctive sense of place to a building. The following features qualify as techniques of building articulation:

1. *Articulation requirements.* All facades shall include, in addition to the massing requirement, at least one articulation from the list below on each facade. Facades extending for more than 50 horizontal or vertical feet shall provide at least two exterior treatments.

2. *Prohibited articulation techniques.* Professional scoring or etching of a stucco wall to give the appearance of shutters, doors, or windows shall be prohibited.

3. *Articulation techniques.* The use of the following elements shall qualify as articulation techniques:

a. Base course or plinth course.

b. Portals.

c. Windows.

d. Transoms.

e. Show cases.

f. Bay windows and oriels.

g. Lintels.

h. String courses and moldings.

i. Fascia.

j. Cornice.

k. Piers.

l. Arches.

m. Bays.

n. Balconies.

o. Brackets.

p. Wings.

q. Porches.

r. Stoops.

s. Corbel

C. *Fenestration.*

1. Windowless exterior walls that face a public right-of-way are prohibited.

2. For multistory commercial uses, at minimum 50 percent of the wall facade on the first floor story shall have windows. ~~The windows shall be placed between three feet and seven feet from the ground.~~

3. For office and multifamily uses, at minimum 15 percent of the wall façade per story shall have windows.

4. Windows shall be consistent with the architectural style of the building and proportionate in size and placement relative to the overall façade composition ~~Windows shall be in harmony with and proportionate to the rest of the structure.~~

5. The use of darkly tinted or reflective glass on the first floor of commercial structures is prohibited. Reflective glass will be defined as having a visible light reflectance rating of 15 percent or greater and darkly tinted glass windows include glass with a visible light transmittance rating of 35 or less. The use of low-emissivity (Low-E) glass is encouraged, but must demonstrate that the reflectance and transmittance requirements are met. All plans submitted to the City shall include the glass manufacturer's visible light reflectance, visible light transmittance ratings and Low-E glass specifications for evaluation. Privacy can be achieved through the use of blinds and curtains.

6. Uses such as movie theaters, bowling alleys, skating rinks, industrial facilities, warehouses, and similar uses are exempt from the fenestration requirements. The building façades shall provide additional architectural elements in lieu of windows at the same percentages of Subsection 13.04.02.C.2.

13.04.03. *Roofs.* The following types of roofs are permitted:

A. *Pitched roofs.*

1. A pitched roof shall have a minimum slope of 5:12 (5" vertical rise for every 12" horizontal run) and shall have a minimum overhang of two feet beyond the building wall. Flat roofed areas including porches, are permissible in the remaining 35 percent of floor area under roof.

2. Pitched roofs shall be enhanced by the addition of dormers, belvederes, chimneys, cupolas, clock towers and similar elements. Enhancements shall be consistent with the main elements of the building.

B. *Mansard style roof.* False mansards are prohibited.

C. *Flat roofs.* Buildings that have a flat roof shall be hidden from public view by a parapet and decorated by a cornice.

1. *Parapet.* The highest point of a parapet shall not at any point exceed 20~~15~~ percent of the height of the supporting wall.

2. *Cornice.* Cornices may be simple or mixed (straight and curved moldings), but should not exceed 24 inches in depth. Cornices shall have a minimum of 12 inches in height, and a minimum of three vertical (not diagonal) changes in plane, and a variety of thicknesses in relief ranging from the greatest at the top to the least at the bottom.

D. *Canopy roofs.* Canopy roofs for gas stations, drive-through restaurants, and banks are exempt from the pitched roof requirements.

13.04.04. *Building entrances.* All buildings are subject to the following regulations:

A. *Entrance placement.* The main building entrance shall face the public right-of-way unless it is determined by the Land Use Administrator that such configuration is not practicable. When parking is located on the side or rear of the building, the placement of a suitably large building entrance that faces the parking area shall complement, but not displace the main building entrance.

B. *Entrance articulation.* Main building entrances shall be articulated in a manner consistent with the architectural style of the building. All buildings shall have a minimum of one of the following architectural treatments, separate from the massing and articulation requirements, for each main building entrance: lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and features consistent with the building style.

13.04.05. *Awnings.* Awnings shall complement the architectural style and colors of the building. Awnings may be placed above windows and doors and are subject to the following requirements:

A. *Height.* A minimum clearance of eight feet shall be maintained between the sidewalk and the lowest part of the awning.

B. *Prohibited materials.* Plastic (or materials resembling plastic), shiny vinyl, and Plexiglas are prohibited.

C. *Illumination.* Backlit awnings are prohibited.

13.04.06. *Light fixtures.* Light fixtures attached to the exterior of a building shall be architecturally compatible with the style, materials, colors, and details of the building.

13.04.07. *Mechanical equipment, utilities, and storage areas.*

A. *Mechanical equipment.* When visible or audible from adjacent property or from the public right-of-way, mechanical equipment shall be screened by walls, fencing, roof elements, or landscaping. Screening shall be extended at least one foot above the equipment being screened. Ground-mounted mechanical equipment shall be located within 20 feet of the principal structure, except transformers.

B. *Service, utility, display, and storage areas.*

1. Loading areas or docks, outdoor storage, waste disposal, mechanical equipment, satellite dishes, truck parking, and other service support equipment shall be located behind the building line and shall be fully screened from the view of adjacent properties both at ground and rooftop levels by walls made of masonry, brick, or durable man-made materials.

2. Utility boxes must be totally screened from view of principal streets, as well as pedestrian areas and walkways. Backflow preventers shall be landscaped.

3. Areas for outdoor storage, trash collection, and loading shall be incorporated into the primary building design, and construction materials for these areas shall be of comparable quality and appearance as that of the primary building.

4. Shopping cart storage shall be located inside the building. Cart corrals used by patrons shall be screened by a solid landscaping hedge or wall consistent with the building architecture and materials.

13.05 Industrial

The requirements contained in this section apply to only Industrial zoning districts

13.05.01. *Corporate trademark design.* Exceptions to the requirements contained within this chapter shall not be made for corporate franchises.

13.05.02. *Building architecture.* Building enhancements are required and shall be achieved through the use of the following:

A. *Building massing.* Massing refers to the two-dimensional shape or three-dimensional volume of a building. Attention to massing is especially important for large buildings whose bulk can be out of scale with their surroundings; or whose walls or roof lines may be uninterrupted, excessively long or high, or monotonous. Industrial buildings shall provide building massing and articulation as follows:

1. *Massing requirements.* Building massing shall be implemented by use of techniques that reduce the appearance of high building density or bulk. At least one massing treatment, in addition to the articulation requirement, shall be included for each 50 linear feet of wall that exceeds 50 feet in length.

2. *Massing techniques.* The use of the following building features, when more than three feet in depth or height, shall qualify as techniques that improve building massing. Other massing techniques may be used, as approved by the Land Use Administrator:

a. Balconies.

b. Building wall offsets.

c. Colonnades.

d. Cupolas.

e. Towers.

f. Pavilions.

g. Arcades.

h. Porticos.

i. Projections and recessed sections.

j. Clock or bell towers.

k. Variations in the height of the roof line.

l. Verandas.

m. Overhangs.

3. Uses such as industrial facilities, warehouses, and similar uses are exempt from the massing techniques if the building is not visible from the right of way as determined by the land use administrator.

B. *Exterior articulation.* Articulation of exterior walls is required to add interest and a distinctive sense of place to a building. The following features qualify as techniques of building articulation:

1. *Articulation requirements.* All facades shall include, in addition to the massing requirement, at least one articulation from the list below on each facade. Facades extending for more than 50 horizontal or vertical feet shall provide at least two exterior treatments.

2. *Prohibited articulation techniques.* Professional scoring or etching of a stucco wall to give the appearance of shutters, doors, or windows shall be prohibited.

3. *Articulation techniques.* The use of the following elements shall qualify as articulation techniques:

a. Base course or plinth course.

b. Portals.

c. Windows.

d. Transoms.

e. Show cases.

f. Bay windows and oriels.

g. Lintels.

h. String courses and moldings.

i. Fascia.

j. Cornice.

k. Piers.

l. Arches.

m. Bays.

n. Balconies.

o. Brackets.

p. Wings.

q. Porches.

r. Stoops.

C. *Fenestration.*

1. Windowless exterior walls that face a public right-of-way are prohibited.

2. For multistory industrial uses, at minimum 15 percent of the wall facade on the first floor story shall have windows.

3. Windows shall be consistent with the architectural style of the building and proportionate in size and placement relative to the overall façade composition

4. The use of darkly tinted or reflective glass on the first floor of commercial structures is prohibited. Reflective glass will be defined as having a visible light reflectance rating of 15 percent or greater and darkly tinted glass windows include glass with a visible light transmittance rating of 35 or less. The use of low-emissivity (Low-E) glass is

encouraged but must demonstrate that the reflectance and transmittance requirements are met. All plans submitted to the City shall include the glass manufacturer's visible light reflectance, visible light transmittance ratings and Low-E glass specifications for evaluation. Privacy can be achieved through the use of blinds and curtains.

5. Uses such as industrial facilities, warehouses, and similar uses are exempt from the fenestration if the building is not visible from the right of way as determined by the land use administrator. The building façades shall provide additional architectural elements in lieu of windows at the same percentages of Subsection 13.04.02.C.2.

13.05.03. *Roofs.* The following types of roofs are permitted:

A. *Pitched roofs.*

1. A pitched roof shall have a minimum slope of 2:12 (2" vertical rise for every 12" horizontal run) and shall have a minimum overhang of two feet beyond the building wall. Flat roofed areas including porches, are permissible in the remaining 35 percent of floor area under roof.

B. *Mansard style roof.* False mansards are prohibited.

C. *Flat roofs.* Buildings that have a flat roof shall be hidden from public view by a parapet and decorated by a cornice.

1. *Parapet.* The highest point of a parapet shall not at any point exceed 20 percent of the height of the supporting wall.

2. *Cornice.* Cornices may be simple or mixed (straight and curved moldings) but should not exceed 24 inches in depth. Cornices shall have a minimum of 12 inches in height, and a minimum of three vertical (not diagonal) changes in plane, and a variety of thicknesses in relief ranging from the greatest at the top to the least at the bottom.

D. *Canopy roofs.* Canopy roofs for gas station are exempt from the pitched roof requirements.

13.05.04. *Building entrances.* All buildings are subject to the following regulations:

A. *Entrance placement.* The main building entrance shall face the public right-of-way unless it is determined by the Land Use Administrator that such configuration is not practicable. When parking is located on the side or rear of the building, the placement of a suitably large building entrance that faces the parking area shall complement but not displace the main building entrance.

B. *Entrance articulation.* Main building entrances shall be articulated in a manner consistent with the architectural style of the building. All buildings shall have a minimum of one of the following architectural treatments, separate from the massing and articulation requirements, for each main building entrance: lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and features consistent with the building style.

13.05.05. *Awnings.* Awnings shall complement the architectural style and colors of the building. Awnings may be placed above windows and doors and are subject to the following requirements:

A. *Height.* A minimum clearance of eight feet shall be maintained between the sidewalk and the lowest part of the awning.

B. *Prohibited materials.* Plastic (or materials resembling plastic), shiny vinyl, and Plexiglas are prohibited.

C. *Illumination.* Backlit awnings are prohibited.

13.05.06. *Light fixtures.* Light fixtures attached to the exterior of a building shall be architecturally compatible with the style, materials, colors, and details of the building.

13.05.07. *Mechanical equipment, utilities, and storage areas.*

A. *Mechanical equipment.* When visible or audible from adjacent property or from the public right-of-way, mechanical equipment shall be screened by walls, fencing, roof elements, or landscaping. Screening shall be extended at least one foot above the equipment being screened. Ground-mounted mechanical equipment shall be located within 20 feet of the principal structure, except transformers.

B. *Service, utility, display, and storage areas.*

1. Loading areas or docks, outdoor storage, waste disposal, mechanical equipment, satellite dishes, truck parking, and other service support equipment shall be located behind the building line and shall be fully screened from the view of adjacent properties at ground level by walls made of masonry, brick, or durable man-made materials.

2. Utility boxes and all ground mounted mechanical equipment must be totally screened from view of principal streets, as well as pedestrian areas and walkways. Backflow preventers shall be landscaped if in view of principal street.

3. Areas for outdoor storage, trash collection, and loading shall be incorporated into the primary building design, and construction materials for these areas shall be of comparable quality and appearance as that of the primary building.

Sec. 14.01. - Rules for Construction of Language.

Except as otherwise provided herein all words shall have the customary dictionary meaning. The present tense includes the future tense and the future tense includes the present tense. The singular number includes the plural and the plural includes the singular. The word "person" includes a firm, corporation, association, organization, trust, or partnership. The word "lot" includes "plot", "tract" or "parcel." The word "building" includes "structure." The word "shall" is always mandatory. The word "used" or "occupied" as applied to any land or building shall be construed to include the words "intended, arranged, or designed to be used or occupied." The word "City" shall mean the "City of Palm Coast." The word "Staff" shall mean "City of Palm Coast Staff." The words "Comp Plan" shall mean the "City of Palm Coast Comprehensive Plan." The word "Code" or "LDC" shall mean the "City of Palm Coast Land Development Code." Any key word within the LDC for which a definition is not been provided shall have the same definition as provided in the Comp Plan or Florida Statutes (FS) Definition Index.

Sec. 14.02. - Glossary.

Abutting: Any property that is immediately contiguous or immediately across any road or public rights-of-way from the subject property.

Accent color: Refers to the color application to any building accents such as shutters, doors, and awnings.

Accent plant: A shrub required for certain landscape buffer applications that have a minimum height of 12 inches at time of installation.

Access: The street system providing access to a parking facility, sometimes involving several streets, particularly if one-way.

Accessory use or *accessory structure:* A use or structure on the same lot with, and of nature customarily incidental and subordinate to, the principal use or structure.

Access way: The place, means, or way by which pedestrians and/or vehicles shall have safe, adequate, and usable ingress and egress to a property, use, or parking space.

Acre: 43,560 square feet; a measurement of area.

Adult daycare center: See *Daycare center/adult.*

Adult entertainment and sexually-oriented businesses: An adult performance establishment, adult bookstore/adult video store, adult motel, or adult theater as those terms are defined in Chapter 16, Article III in the City of Palm Coast Code of Ordinances, which is operated for commercial or pecuniary gain. An establishment with an adult entertainment license shall be presumed to be an adult entertainment establishment and sexually-oriented business.

Adult family-care home: See *Family-care home/adult.*

Affordable multifamily unit: A multifamily unit that is available for rent or purchase by a household earning 100 percent or less of the county's median income, adjusted for family size, for no more than 30 percent of the household's annual income.

Aggregate sign area: See *Sign area, aggregate.*

Agriculture: The production, keeping, or maintenance of plants and/or animals useful to humans whether for sale, lease, or personal use. The term includes farming, dairying, pasturage, apiculture, horticulture, floriculture, viticulture, animal and poultry husbandry, and the necessary accessory uses for packing, treating, or storing the produce, provided the operation of any such accessory uses shall be secondary to that of normal agricultural activities.

Aisle, drive: The traveled path through a parking facility between one or two rows of parked vehicles.

Alcoholic beverage: All beverages containing more than one percent of alcohol by weight and shall include intoxication beverages as defined herein. "Intoxication beverages" shall mean all liquors, wines, and beers containing more than three and two-tenths percent of alcohol by weight. In all prosecutions for violations of this LDC the manufacturer's label on the beverage container shall be prima facie evidence that the substance in such container was and is an alcoholic beverage.

Alteration/altered: These terms shall include any changes in structural parts, stairways, type of construction, kind or class of occupancy, light or ventilation, means of ingress or egress, or other changes affecting or regulated by the building code or this regulation, except for minor changes or repairs not involving the aforesaid features.

Alteration of a watercourse: A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Alternative landscape betterment plan: A replacement landscape plan proposed by the developer of a unique or difficult site that provides additional landscape features not already required and a better public benefit, project screening, and aesthetic appeal than a standard landscaping plan.

Ancillary: A use that is incidental and subordinate to that of the main building or use of land and that is located on the same lot and under the same ownership in all respects.

Animal feedlot: A lot, building, or combination of lots and buildings intended for the confined feeding, breeding, raising, or holding of animals and specifically designed as a confinement area in which manure may accumulate or where the concentration of animals is such that cannot maintain a vegetative cover.

Antenna: Any apparatus designed for the transmitting and/or receiving of electromagnetic waves including, but not limited to, telephonic, radio, or television communications. Types of elements include, but are not limited to, omni-directional (whip) antennas, sectionerized (panel) antennas, multi or single bay (FM & TV), yagi or parabolic (dish) antennas.

Antenna array: A single or group of antenna elements and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving electromagnetic waves.

Antenna element: Any antenna or antenna array.

Appeal: Relating to flood damage protection, means a request for review of the Floodplain Administrator's interpretation of any provision of Section 10.02.

Applicant: An owner of real property or authorized agent including, but not limited to, developers, an authorized developer of real property, or an apparently authorized person, contractor, or other legal entity including, but not limited to, agents, employees, independent contractors, or others in privity with any of the above.

Application: A written request on a form provided by the City for a specific use.

Aquifer: A saturated geologic formation that will yield a sufficient quantity of water to serve as a private and public water supply.

Arcade amusement center: A place of business having at least 50 coin-operated amusement games or machines on premises that are operated for the entertainment of the general public and tourists as a bona fide amusement facility. (For definition of "adult arcade amusement center," see *Adult arcade amusement center.*)

Arch: A structure, especially one of masonry, forming a curved, pointed, or flat upper edge of an open space and supporting the weight above it, as in a bridge or doorway.

Arterial road: A route providing service that is relatively continuous and of relatively high traffic volume, long average trip length, high operating speed, and high mobility importance. In addition, every United States numbered highway is an arterial road.

Articulate: To give visible or concrete expression to the composition of structural elements.

ASCE 24: A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Assisted living facility: Any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator.

Available capacity: The amount of a concurrency public facility available for use by the demand from new development after evaluating existing conditions and committed capacity. The term "available capacity" also means the amount of residual potential of a concurrency public facility available to hold, store, or accommodate the demands upon the facility without such concurrency public facility falling below the level of service standards established in the Comprehensive Plan as it may be amended from time-to-time.

Aviary: A place for the keeping of birds for the purpose of racing, exhibiting, or selling.

Avoidance and minimization: The applicant must consider practicable design modifications, which would reduce or eliminate adverse impacts to wetlands and other surface waters. The term "modification" shall not be construed as including the alternative of not implementing the system in some form, nor shall it be construed as requiring a project that is significantly different in type or function. A proposed modification, which is not technically capable of being done, is not economically viable, or which adversely affects public safety through endangerment of lives or property is not considered "practicable." To receive City approval, a system cannot cause a net adverse impact on wetland functions and other surface water functions not offset by mitigation and in accordance with the requirements established by state law.

Awning: A cloth or other covering extending in front of a window or doorway, or over a deck that provides protection from the sun or rain.

Balcony: A platform that projects from the wall of a building and is surrounded by a railing, balustrade, or parapet.

Balustrade: A balustrade is a row of repeating balusters—small posts that support the upper rail of a railing. Staircases and porches often have balustrades.

Banding: A horizontal decorative feature of a wall, such as a flat frieze or fascia, usually with a projecting molding at upper and lower edges. The flat portion between the moldings may be ornately decorated or flat and unadorned.

Banner: See *Sign, banner.*

Base course: The first or lower course of a foundation wall and made of large stones or a mass of concrete; also called foundation course.

Base flood: A flood having a one-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation: The elevation of flood having a one-percent chance of being equaled or exceeded in any given year, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map.

Basement: That portion of a building having its floor subgrade (below ground level) on all sides.

Bay: A division of a wall, roof, or other part of a building marked off by vertical elements, such as columns or pilasters. When related to parking, a parking facility unit that has two rows of parking stalls and a central aisle.

Bay window: A window projecting outward from the wall and forming a bay or an alcove within.

Bed and breakfast inn: A bed and breakfast inn is a family home structure, with no more than 15 sleeping rooms, that has been modified to serve as a transient public lodging establishment. Such use provides the accommodation and meal services generally offered by a bed and breakfast inn and is recognized as a bed and breakfast inn in the community in which it is situated or by the hospitality industry.

Belvedere: A roofed structure, especially a small pavilion or tower on top of a building, situated to command a wide view.

Berm: A bank or mound of earth usually placed against a foundation wall.

Best management practice (or "BMP")(does not apply to Chapter 9): A practice, activity, procedure, technique, program, methodology, or any combination thereof that, through experience and research, has proven to reliably lead to a desired result. A commitment to using the best management practices in any field is a commitment to using all the knowledge and technology at one's disposal to ensure success.

Best management practices (applies only to Chapter 9): Schedules of activities, prohibitions of practices, maintenance procedures, treatment methods and other management practices to prevent or reduce pollutants from entering or discharging from the City stormwater system.

Boarding home: A building or part thereof, other than a hotel, motel, or restaurant, where meals and/or lodging are provided for compensation for three or more unrelated persons where no cooking or dining facilities are provided in individual rooms.

Bona fide: Genuine or authentic; being actually and exactly what is claimed.

Bona fide agricultural uses: Good faith commercial or domestic agricultural use of the land, any such determination of which shall be based upon, but not limited solely to, the following factors:

(1) The productivity of land in its present use;

(2) The relationship of the property to the Comp Plan;

(3) The classification placed upon such lands by the Property Appraiser pursuant to F.S. § 193.461 , and

(4) The current zoning classification of such lands.

Bottle club: A commercial establishment licensed by the state operated for a profit, whether or not a profit is actually made, where patrons consume alcoholic beverages which are brought onto the premises and not sold or supplied to the patrons by the establishment, whether the patrons bring in and maintain custody of their own alcoholic beverages or surrender custody to the establishment for dispensing on the premises, and which is located in a building or other enclosed permanent structure. Non-alcoholic mixers or so-called "set-ups" may be provided by the club. This definition does not apply to sporting facilities where events sanctioned by nationally recognized regulatory athletic or sports associations are held; bona fide restaurants licensed by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation whose primary business is the service of full course meals; or hotels and motels licensed by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation; or a social, fraternal or civic association or organization which only occasionally or intermittently provides facilities for on-premises consumption of alcoholic beverages by its members and their guests and is not registered to sell alcoholic beverages. This definition also does not include the private clubs listed in F.S. § 561.20 (7)(a).

Bracket: A decorative or weight-bearing structural unit, two sides of which form a right angle with one arm flush against a wall and other flush beneath a projecting surface, such as eaves or a bay window.

Breakpoint technology: The engineering design of a monopole wherein a specified point on the monopole is designed to have stresses concentrated so that the point is at least five percent more susceptible to failure than any other point along the monopole. This is so that in the event of a structural failure of the monopole, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the monopole.

Breezeway: A roofed passageway, open-sided, the design and construction of which is in keeping with that of the main building and which provides direct access between a main and attached accessory building.

Buffer: Open spaces, landscaped areas, fences, walls, berms, land that is vegetated with native species and left undeveloped, or any combination thereof used to physically separate or screen one use or property from another so as to visually shield or block noise, lights, or other nuisances and/or reduce the shock of impact.

Buffer, landscape: The area of a site that commences at the property line or where plantable area begins and extends for the width of the required buffer, no matter how far into the site it goes.

Buffer, wetland: Upland area adjacent to or surrounding a wetland that is vegetated with native species and left undeveloped to provide protection from potential adverse secondary impacts associated with future development. The buffer area is not part of the jurisdictional wetland and as such shall not be calculated as part of the wetland acreage for the determination of wetland impacts.

Buildable area: Portion of a building site remaining after deducting all required setbacks and meeting any requirements regarding maximum impervious surface.

Buildable land: Land recognized as being above the 100-year flood level with soil conditions that can properly support structures, not including critical wetlands, such as lakes, streams, swamps, and marshes.

Builder: Any person, firm, association, partnership, corporation, realtor, or corporation who constructs model homes and other residential dwellings for sale to the public.

Building: Any structure, temporary or permanent, with a roof supported by columns or walls and intended for the shelter, housing, or enclosure of any individual, animal, process, equipment, goods, or materials of any kind.

Building envelope: The space in which a structure is permitted to be built on a lot; it is defined by the minimum yard setbacks.

Building height: See *Height of building*.

Building line: See *Setback line*.

Building permit: Written permission issued by the proper municipal authority for the construction, repair, alteration, or addition to a structure.

Building, principal: A building or buildings in which is conducted the principal use of the lot on which said building is situated.

Building site: See *Site, building.*

Bulkhead: A structure built between a waterbody on one side and land on the other side.

Business office: Facility consisting of desks, computers, files, phone banks, coping machines, or other equipment usually associated with and utilized in a business office.

Business transaction: A business transaction is a transaction between the seller and a potential purchaser other than the signing of a contract of purchase, selection of a lot or house plan, selection of paint colors, selection of cabinets, fixtures, and appliances, and other similar actions by a purchaser in deciding on the purchase of a home.

Bypass lane: See *Lane, bypass*.

Caliper: The trunk diameter for new trees up to, and including, four inches in diameter as measured at six inches above grade. All new trees over four inches in caliper will be measured 12 inches above grade. The diameter of all existing trees shall be measured at 4½ feet above grade (diameter at breast height (DBH)).

Canopy: With reference to structures, a roof like cover, including an awning, that projects from the wall of a building over a door, entrance, or window; or a freestanding or projecting cover above an outdoor service area, such as at a gasoline service area. With reference to buffer yards, a landscape element that functions as an overhead or "ceiling" used in single or multiple plantings to create shade.

Caretaker's dwelling: An accessory dwelling that houses a caretaker, manager, or security agent employed on the building site due to the need for 24-hour care and security of plants, animals, equipment, or other conditions of the site.

Carport: A roofed structure not more than 75 percent enclosed by walls used to provide shelter for one or more vehicles.

Cemetery: Land used or intended to be used for the burial of the animal or human dead and dedicated for cemetery purposes, including crematories, mausoleums, and mortuaries if operated in connection with and within the boundaries of such cemetery.

Certificate of completion: A written document required prior to occupancy, issued for a use upon a developer's compliance with the provisions of this LDC and any applicable development agreement.

Certificate of concurrency: A statement issued by the City, on a form designed by the Land Use Administrator, relating to a specific development project on a specific parcel of real property or part thereof that is valid for so long as the underlying development order on the parcel is valid. It is to state that all concurrency review requirements, as provided herein, are satisfied as to said development and that specified quantities of concurrency public facilities are reserved. The issuance of a certificate of concurrency shall be a prerequisite to the issuance of any final development order. The issuance of a certificate of concurrency shall not be deemed to insure or guarantee any person or entity including, but not limited to, the holder or owner of the certificate, that any particular level of service currently exists or will exist in the future on a particular concurrency public facility at the time of issuance or at any other given point in time.

Certificate of exemption: A statement issued by the City, on a form designed by the Land Use Administrator, relating to a specific development project on a specific parcel of real property or part thereof, stating that said development is exempt from the concurrency requirements identified in Chapter 7. The issuance of a certificate of exemption shall be a prerequisite to the issuance of any final development order. The issuance of a certificate of exemption shall not be deemed to insure or guarantee any person or entity including, but not limited to, the holder or owner of the certificate, that any particular level of service currently exists or will exist in the future on a particular concurrency public facility at the time of issuance or at any other given point in time.

Certificate of occupancy: An official certificate issued by the City under the authority of ordinance or law authorizing the occupancy of a building for its intended use. The certificate of occupancy shall not be issued until a certificate of completion has been issued.

Change in use: See *Use, change in*.

Child daycare center: See *Daycare center/child.*

Child family daycare home: See *Family daycare home/child.*

City Council: The City Council of the City of Palm Coast.

City Manager: Either the City Manager or such staff person designated to act by the City Manager in order to respect the rules of the City Manager under the City Charter.

City Stormwater system (or "MS4"): A conveyance, storage area or system of conveyances and storage areas (including, but not limited to, roads with drainage systems, streets, catch basins, curbs,

gutters, ditches, manmade channels, storm drains, treatment ponds and other structural BMPs), owned or operated by a city that discharges to waters of the United States or to other MS4s, that is designed solely for collecting, treating or conveying stormwater, and that is not part of a publicly owned treatment works (POTW), as defined by 40 Code of the Federal Register 403.3.

Clinic: A place used for the care, diagnosis, and treatment of sick, ailing, infirm, or injured persons, and those who are in need of medical and surgical attention, but who are not provided with board or room or kept overnight on the premises.

Club civic: An establishment operated by a corporation or association of persons for community, social, fraternal, or recreational purposes and not operated or maintained for profit.

Coastal high hazard area: Relating to flood damage protection, this term means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Collector road: A route providing service that is of relatively moderate average traffic volume, moderately average trip length, and moderately average operating speed. Such a route also collects and distributes traffic between local roads or arterial roads and serves as a linkage between land access and mobility needs.

Colonnade: A series of columns placed at regular intervals.

Colors:

a) *Fuchsia:* A dark purplish-red color, a red with a tint of purple or hot bright pink.

b) *Magenta:* A dark purplish-red color.

~~c) *Olive green:* Varies from a medium yellowish green similar to the color of green olives to a dark brownish green to the grayish olive drab associated with military-issue clothing.~~ c) *Orange:* Color combinations using yellows and reds, lacking visible brownish shades.

d) *Purple:* Color combinations using reds and blues to include colors known as violet.

~~f) *Sage:* Grey-green color.~~

~~g) *Taupe:* A dark grayish brown or brownish gray.~~

~~h) *Terra cotta:* A brownish orange.~~

Column: A column is an upright pillar or post. Columns may support a roof or a beam, or they may be purely decorative. The base is the lower portion of a column. The capital is the upper portion of a column. The entablature is the area that the column supports.

Commencement of construction: See *Construction, commencement of.*

Common area: Area under common ownership of a subdivision (e.g. recreation area, medians), site plan, condominium, or similar development excluding rights-of-way.

Communication conduit: Any pipe which is installed in a road right of way or easement with the intent of carrying wire and cable to be used for communication technology.

Community residential home: Per F.S. ch. 419 , a dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Family Services, or a dwelling unit licensed by the Agency for Health Care Administration. Such dwelling unit provides a living environment for up to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents.

Compatibility: The characteristics of different uses or activities, which allow them to be located near or adjacent to each other in harmony. Some elements affecting compatibility include: height, scale, mass, and bulk of structures, pedestrian or vehicular traffic, circulation, access, and parking impacts, landscaping, lighting, noise, odor, architecture, and public hazards. Compatibility does not mean "the same as." Rather, compatibility refers to the sensitivity of development proposals in maintaining the character of existing development.

Compensatory storage (floodplain): An artificially excavated hydraulically equivalent volume of storage used to balance the loss of natural flood storage capacity when artificial fill or structures are placed within the floodplain.

Completeness review: The review of an application in order to determine if all material is present for the specific application type.

Compliance review: The review of an application in order to determine compliance with all federal, state, and local regulations.

Comprehensive plan: A plan designed and adopted to guide development in the City of Palm Coast as required by F.S. ch. 163 .

Concurrency baseline statement: A documented status report as to available capacity relating to concurrency public facilities as a result of the commitment, entitlement, or utilization of concurrency public facilities.

Concurrency management monitoring system: The data collection, processing, and analysis performed by the City to determine available capacity for concurrency public facilities and services and to track certificates of concurrency. Data utilized shall be the most current reliable information available to the City as determined by the Land Use Administrator.

Concurrency management system (CMS): The procedures and processes that the City utilizes to ensure that no development order or permit is issued by the City unless the necessary concurrency public facilities are available or are assured to be available consistent with the Comprehensive Plan and comply with State law in order to meet the impacts of development. As part of the CMS, the City shall operate and maintain a concurrency management monitoring system.

Concurrency public facilities: All arterial and collector roads; stormwater management; potable water treatment plants; sanitary sewer treatment plants, solid waste processing facilities, transfer stations and landfills; urban community parks including land and facilities; and mass transit buses. Such concurrency public facilities may be owned or operated by local, state or federal governments, independent districts and/or private organizations.

Concurrency review: The process utilized by the City to determine if concurrency public facilities and services are adequate to accommodate the impacts of new development at or above the levels of service standards adopted in the Comprehensive Plan.

Conditionally exempt small quantity generator: A conditionally exempt small quantity generator, as defined by the Resource Conservation and Recovery Act of 1976, 40 Code of Federal Regulations 261, is a facility or business which, in a calendar month, generates no more than 100 kilograms (220 pounds or 25 gallons) of hazardous waste or less than one kilogram of an acute hazardous waste. Additionally, the generator shall not accumulate more than 1,000 kilograms (2,200 pounds or 250 gallons) of hazardous waste at any time.

Connectedness (of a wetland): The degree to which a wetland borders terrestrial, aquatic, or other wetland systems. The greater the extent to which this bordering occurs (in numbers or linear distance), the greater the connectedness.

Conservation: Preserving from loss, waste, or harm. The official preservation of natural resources such as topsoil, forests, and waterways.

Construction (does not apply to Chapter 9): Any activity including erection, fabrication, installation, alteration, demolition, or removal of any structure, facility, or addition thereto, including all related activities, but not restricted to, clearing of land, earth moving, blasting, and landscaping.

Construction activities (applies only to Chapter 9): The creation, alteration or abandonment of any project, including placement of fill, land clearing, earthwork, or the placement or removal of structures. Cutting of trees or removal of vegetation is not considered land clearing, except where it involves stump removal, root raking, or grubbing.

Construction, commencement of: Construction activity beyond the mere clearing of land that has occurred on a parcel of real property and the construction of the infrastructure required to support an approved development plan has begun in good faith in accordance with all necessary permits and with bona fide intention to complete the construction of such infrastructure.

Construction, new: Relating to flood damage protection and the flood resistant requirements of the Florida Building Code, this term means any structure for which the "start of construction" commenced after February 5, 1986, or standard based upon specific technical base flood elevation data that establishes the area of special flood hazard. The term also includes any subsequent improvements to such structure.

Construction, start of: Relating to flood damage protection, this term means the date the building permit was issued for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building including, but not limited to, a manufactured home and mobile home on a site such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home or mobile home on a foundation. Permanent construction does not include land preparation such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units and are not part of the main building. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Containment: Physical systems or operational practices used to prevent the release of hazardous substances to the environment.

Containment, secondary: A physical structure such as curbing, trays, double-walled tanks, spill pallets, or other structural controls used to prevent the release of a spill of regulated substances to the environment.

Contamination: The presence of hazardous substances in surface water, groundwater, soil, sediment, or upon the land in quantities that exceed applicable cleanup, target levels established in the Florida Administrative Code (FAC) or other applicable regulations as amended from time to time.

Continuing care retirement community: An integrated residential development designed to let senior adults age in place by providing independent living units, and including either an assisted living facility where assistance with personal care is provided, or a nursing home providing long-term skilled nursing.

Continuous transit: The nonstop movement of a vehicle except for stops required by traffic laws.

Contractor: Any person, firm, association, partnership, realtor, or corporation engaged in the business of accepting orders or contracts.

Convenience store with fueling stations: A retail store selling convenience goods that may include prepared foods with seating for on-site consumption, and having pumps for the fueling of automobiles and pickups.

Copy area: See *Sign area.*

Cornice: The cornice is the uppermost section of moldings along the top of a wall or just below a roof.

Critical facilities: Any facility that, if flooded or impacted by a natural disaster, would result in severe consequences to public health and safety. Critical facilities include, but are not limited to, hospitals, nursing homes, police stations, fire stations, emergency operation centers, chemical or hazardous materials storage facilities, and utility facilities. The term includes facilities that are assigned Flood Design Class 3 and Flood Design Class 4 pursuant to the Florida Building Code, Building.

Cross connection: Any physical arrangement whereby a public water supply is connected directly or indirectly with any other water supply system, wastewater, drain, conduit, pool, storage reservoir, plumbing fixture, or any other device, facility, or system which contains or may contain contaminated water, sewage, waste material, or other material or substance of unknown or potentially unsafe quality which may be capable of imparting contamination to the public water supply as a result of backflow. Bypass arrangements, jumper-connections, changeable devices, or other devices through which, or because of which, backflow could occur are deemed to constitute cross connections.

Cross section: A profile of the ground surface perpendicular to the centerline of a street, stream, or valley bottom.

Cultural resources: Any prehistoric or historic district or building, archaeological site, building, object, or other real or personal property of historical, architectural, or archaeological value and folk life resources. These properties or resources may include, but are not limited to, monuments, memorials, Native American habitations, ceremonial sites, abandoned settlements, sunken or abandoned shops, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the State.

Cultural resources, potentially significant: A cultural resource or archaeological site that may be considered, after further investigation, by the State Historic Preservation Officer to be eligible for the National Register of Historic Places.

Cultural resources, protection of: Measures taken to avoid, minimize, or mitigate effects to cultural resources consistent with the provisions of this LDC.

Cultural resources, significant: An archaeological site of prehistoric or historic significance that the State Historic Preservation Officer considers eligible for the National Register of Historic Places.

Cupola: A dome-shaped ornamental structure placed on the top of a larger roof or dome. In some cases, the entire main roof of a tower or spire can be a cupola. More frequently, however, the cupola is a smaller structure which sets on top of the main roof.

Curb: A raised edge on the side of a street or pavement surface.

Data Center: A facility that primarily contains electronic equipment used to process, store, and transmit digital information, which may be:

(a) A free-standing structure; or

(b) A facility within a larger structure which uses environmental control equipment to maintain the proper conditions for the operation of electronic equipment.(Per Florida Statutes 373.203(3))

Daycare center/adult: Any building, buildings, or part of a building, whether operated for profit or not, in which is provided through its ownership or management, for a part of a day, basic services to three or more persons who are 18 years of age or older, who are not related to the owner or operator by blood or marriage, and who require such services.

Daycare center/child: Any child care center or child care arrangement which provides child care for more than five children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care, wherever operated, and whether or not operated for profit.

De minimis activity establishment: An establishment operated by an organization exempt from federal taxation under Section 501(c) of the Internal Revenue Code and with five or fewer electronic or mechanical devices that are used to conduct a drawing by chance, sweepstakes, or game promotion utilizing those electronic or mechanical devices.

Dead tree: Means a tree that is dead or damaged beyond repair or is in an advanced state of decline (where an insufficient amount of live tissue, green leaves, limbs, or branches exists to sustain life) and has been determined to be such by the Land Use Administrator.

Demand for concurrency public facilities: The quantitative measure of the amount of concurrency public facility or other public facilities that is necessary to support a specific increment of development.

De minimis: A minor deviation from the required standards or a small degree of relief from requirements as set forth in the LDC in which it is not necessary to acquire a quasi-judicial decision.

Density: The number of dwelling units per gross acre of buildable land, which includes all streets, public right-of-ways, easements, open space, and onsite recreational facilities.

Derelict vessel: A vessel left upon any public waters or docked at private property in a wrecked, junked, or substantially dismantled condition.

Design flood: The flood associated with the greater of the following two areas:

(1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation: The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet.

Designee: A person(s) duly authorized to act on the behalf of another.

Detailed methods: Relating to flood damage protection, this term means a method of determining a base flood elevation with a site-specific engineering analysis as described in FEMA publication "Managing Floodplain Development in Approximate Zone A Areas - A Guide for Obtaining and Developing Base (100-Year) Flood Elevations," also known as FEMA publication 265.

Developer: That person improving a parcel of land within the City and, who may or may not be the owner of the property.

Development: Relating to flood damage protection, this term means any man-made change to improved or unimproved real estate including, but not limited to, buildings or other structures, tanks, mining, dredging, filling, grading, paving, excavating, drilling operations, temporary or permanent storage of materials or equipment or other land disturbing activities.

Development order, final: The approval of a development of regional impact, a borrow pit permit, an electrical permit, a master planned development, a right-of-way utilization permit, a site plan, a special exception, a variance, a subdivision preliminary plat, a statutory subdivision final plat, a nonstatutory subdivision plat, an underground utility permit, a dredge and fill permit, a written agreement with the Flagler County School Board for the provision of public facilities and services as required by state law, and any other development order which results in an immediate and continuing impact upon concurrency public facilities. Final development orders may address future expansions of a development and may provide for phasing. A final development order may provide for conditions that must be met in order for subsequent approvals to be given or permits to be issued.

Development order having no impacts on concurrency public facilities: Those development orders that permit or approve:

(1) Accessory facilities for agricultural use that create no additional impacts on concurrency public facilities.

(2) An accessory structure to a residence.

(3) Any sub-permit to new construction.

(4) A change of electrical services.

(5) A driveway or parking lot paving.

(6) Fences.

(7) Permits for historical documentation.

(8) Remodeling, such as moving a wall, if no change in use, addition of units or interior completion of a shell only structure is involved.

(9) The repair or replacement of mechanical systems, wiring or plumbing.

(10) The replacement of structures which will have no additional impacts on concurrency public facilities.

(11) The re-roofing of existing structures.

(12) Room additions (including screen rooms) to a residence.

(13) Signs.

(14) Swimming pools.

(15) Temporary construction trailers.

(16) Use permits and right-of-way utilization permits that do not increase the needed capacity of concurrency public facilities.

(17) Walls.

(18) Wells and septic tanks.

Diameter at breast height: Shall mean the measurement of an existing tree trunk's diameter at four and one-half feet above grade (breast height). For trees with less than four and one-half feet of clear trunk, diameter shall be of the largest leader measured four and one-half feet above ground level. For multitrunk trees, each branch that forks below four and one-half feet is considered a separate tree. Trees that originate from the same base shall be considered one tree regardless of the number of forks present above ground only for purposes of minimum tree cover count only.

Directional sign: See *Sign, directional*.

Discharge: Any spilling, leaking, seeping, pouring, misapplying, emitting, emptying, or dumping that may be either accidental or purposeful of any hazardous substance that may negatively impact surface water, soils, or groundwater.

Discount superstore: A very large retail store greater than 100,000 square feet in size that is usually part of a chain, offering a wide variety of merchandise for sale at prices typically below the market price.

Dock: Fixed or floating structure, including access walkways, platforms, catwalks, mooring pilings, lifts, boathouses, and other associated water-dependent structures used for mooring and accessing watercraft.

Dormer: A dormer is a window that is set vertically on a sloping roof. The dormer has its own roof, which may be flat, arched, or pointed.

Drainage: The control of surface flow of water by man-made facilities such as canals, ditches, culverts, or dikes. It can also refer to the artificial lowering of groundwater and the natural drainage of a site in the predevelopment condition.

Drainage area: The watershed (acreage) contributing surface water runoff to the City's stormwater management facilities or systems.

Dredging: To excavate underwater material.

Drinking establishment: An establishment where alcoholic beverages are obtainable within or thereon and where such beverages are consumed on the premises. A bottle club is also a drinking establishment.

Driveway: A private roadway providing access for vehicles to a parking space, garage, dwelling, or other structure. A standard driveway is one leading to a garage for a single-family, two-family, or townhouse residence.

Driveway median: A landscaped island that separates ingress and egress driveways.

Duplex: A detached building intended, designed and occupied as two dwelling units with a common wall or roof on a single lot.

Dwelling or *dwelling unit:* Any building, portion thereof, or other enclosed space or area used as or intended for use as the home of one family, with separate cooking and housekeeping facilities, either permanently or temporarily.

(1) *Single-family:* A detached building designed for and occupied by one family as a home, with ~~cooking and housekeeping facilities.~~ one range in the kitchen area within an interior living space..

(2) *Two-family:* A detached building intended, designed and occupied as two dwelling units with a common wall or roof, and with each unit located on a separate lot under separate ownership.

(3) *Multifamily:* A building designed for or occupied by three or more families, with separate cooking and housekeeping facilities for each.

Earth tones: Various rich colors containing some brown. Earth tones are defined herein to include shades of brown, taupe, beige, and gray.

Easement: A grant by a property owner of the use of land for a specific purpose.

Educational facilities: See *Schools.*

Effective removal: A condition of a tree caused by the excessive damage or improper pruning of roots or tree canopy. This includes, but is not limited to, topping, lion tailing, hat racking, or elevation of lower tree branches to a height of more than one-third of the total height of the tree (unless tree is a "standard" form tree).

Egress: An exit.

Electronic equipment: Any electronic device provided by or on behalf of the operator that is used or adapted for use to conduct, or reveal the results of, a drawing by chance conducted in connection with the sale of a consumer product or service, sweepstakes or other game promotion, that displays results by simulating a game or games ordinarily played on a slot machine or other similar games of chance.

Electronic game promotion: A sweepstakes or other game promotion which utilizes electronic equipment, or a drawing by chance conducted in connection with the sale of a consumer product or service which utilizes electronic equipment that does not violate Florida law.

Encroachment: The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Encumbrance: Any claim or restriction on a property's title. Relating to concurrency, an administrative technique within the concurrency management system implemented to avoid over committing available capacity. The encumbering of available capacity is not synonymous with the issuance of a "certificate of concurrency."

Endangered species: Those animal species listed in Section 39-27.003, FAC and those plant species listed as endangered in 50 Code of Federal Regulations 17.12.

Entrance: Entranceway into a structure.

Erected: The word "erected" includes built, constructed, reconstructed, moved upon, or any physical operations on the site required for building. Excavation, fill, drainage, and the like shall be considered a part of erection.

Etching: Engraving a design in glass, metal, or a hard surface by removing part of the surface. Also, to remove surface concrete to create an exposed aggregate finish.

Excavation: To make a hole, unearth, scrape, or dig out for the purpose of construction, demolition, or stump/root removal with specific relation to a tree drip line and root system.

Facade: The exterior face of a building including the front exterior wall and any side exterior walls facing the public right of way or access easement.

Facility: A structure or place built, installed, or established to serve a particular purpose.

Facility reservation fees: The dollar amount that is due as impact fees and connection fees relating to concurrency public facilities which fees must be paid as a condition precedent to the validity of a certificate of capacity. The fees are computed at the rate that is in effect at the time that payment is made. Such fees are refundable if a final development order is not issued, expires or is surrendered pursuant to an amending development order issued by the City and a new applicant purchases the reserved capacity from the City. If no refund occurs, however, the fees paid run with the real property to which they relate as a credit against future fees relating to development of the real property.

Family care home/adult: Per F.S. ch. 429 , a full-time, family-type living arrangement, in a private home, under which a person who owns or rents the home provides room, board, and personal care on a 24-hour basis for no more than five disabled adults or frail elders who are not relatives.

Family child daycare home/child (large): An occupied residence in which child care is regularly provided for children from at least two unrelated families, which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit, and which has at least two full-time child care personnel on the premises during the hours of operation. One of the two full-time child care personnel must be the owner or occupant of the residence. A large family child care home must first have operated as a licensed family day care home for two years with an operator who has had a child development associate credential or its equivalent for one year, before seeking licensure as a large family child care home. A large family child care home shall be allowed to provide care for one of the following groups of children, which shall include those children under 13 years of age who are related to the caregiver:

(1) A maximum of eight children from birth to 24 months of age.

(2) A maximum of 12 children, with no more than four children under 24 months of age.

Family day care home/child: A residence in which child care is regularly provided for children from at least two unrelated families and which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit. The license holder must reside in the residence. A family daycare home shall be allowed to provide care for one of the following groups of children, which shall include those children under 13 years of age who are related to the caregiver:

(1) A maximum of four children from birth to 12 months of age.

(2) A maximum of three children from birth to 12 months of age, and other children, for a maximum total of six children.

(3) A maximum of six preschool children if all are older than 12 months of age.

(4) A maximum of ten children if no more than five are preschool age and, of those five, no more than two are under 12 months of age.

Farm animals: Animals considered permissible for an agricultural use, including horses, mules, burros, sheep, cattle, rabbits, chickens, ducks, geese, pigs, goats, ostrich, emu, or other similar animals.

Fascia: A flat horizontal band or member between moldings, especially in a classical entablature.

Fence: An artificially constructed vertical barrier constructed of wood, vinyl, or metal erected to enclose, restrict access to, screen, or separate areas. An open fence is one having at least 50 percent visibility.

Field conference: A specific purpose meeting scheduled and held at a job site.

Final development order: See *Development order, final*.

Flat roof: See *Roof, flat*.

Fleet storage: The storage of all operable and/or inoperable vehicles consisting of five or more vehicles, which are owned or leased by the business establishment, exclusive of lawful display of all vehicles and trailers, the parking of vehicles for permitted businesses and the parking, storage, and display of heavy commercial vehicles and construction equipment.

Flood or *flooding:* A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters; or

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials: Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood hazard area: The greater of the following two areas:

(1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map: An official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood insurance study: The official report provided by the Federal Emergency Management Agency. It is an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations or an examination, elevation, and determination of mudslide (i.e., mudflow) and/or flood related erosion hazards. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.

Floodplain: Any land area susceptible to being inundated by water from any source. Also, see definition of *flood* or *flooding*.

Floodplain Administrator: The office or position designated and charged with the administration and enforcement of this article (may be referred to as the Floodplain Manager).

Floodplain development permit or approval: An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific

development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floodway encroachment analysis: An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Floor: The top surface of an enclosed area in a building (including basement), i.e. top of slab in concrete slab construction or top of wood flooring in wood frame construction.

Floor, lowest: The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24.

Floor area: The sum of the gross horizontal areas of the several floors of a building measured from the exterior faces of the exterior walls or from the centerline of walls separating two buildings. Provided that for the purpose of determining compliance with the permitted floor area, the floor area of enclosed required off-street parking areas shall not be included. Provided further that floor area for outdoor display of merchandise or customer seating, whether uncovered or covered by a tent or canopy, under the provisions of this LDC shall mean the smallest rectangular area encompassing the display or customer seating area.

Floor area, gross: The sum of the horizontal areas of the stories of a building or buildings, measured from the exterior faces of exterior walls or from the centerlines of walls that separate buildings. Included within such sum shall be the areas of all stories and attic spaces providing structural headroom of at least five and five-tenths feet; interior balconies and mezzanines; and any other space reasonably usable for any purpose except parking; no matter where located within a building. This term does not include the area of any parking garage structure, but does include all other interior spaces including those that are not heated or air conditioned.

Floor area ratio: The gross floor area of all buildings divided by the lot area.

Florida Building Code (FBC): The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Florida Department of Transportation Design Standards Road and Bridge Technical Specifications: Publication by the Florida Department of Transportation tabulating and specifying design and safety requirements appropriate for use in designing and constructing roadways and bridges for motor vehicle and pedestrian uses.

Florida Department of Transportation Standards for Sight Triangles and Sight Distances: Publication by the Florida Department of Transportation tabulating design and safety requirements protecting appropriate lines of sight for motor vehicle drivers.

Florida-friendly landscaping: A set of nine guiding principles which help protect natural resources and preserve Florida's unique beauty including: right plant, right place; water efficiently; fertilize appropriately; mulch; attract wildlife; manage yard pests responsibly; recycle; reduce stormwater runoff; and protect the waterfront.

Florida master site file: The listing of cultural resources, historic or archaeological resources maintained by the Florida Department of State, Division of Historical Resources and Bureau of Archaeological Research.

Fluorescent colors: Very bright and or glowing colors.

Foot-candle: A unit of measurement referring to illumination incident to a single point. One foot-candle is equal to one lumen uniformly distributed over an area of one square foot.

Footprint: The horizontal area as seen in a plan measured from outside of all exterior walls and supporting columns. It includes buildings, residences, garages, covered carports, and accessory structures, but not trellises, patios, and areas of porch, deck, and balcony less than 30 inches from finished grade.

Foundation: The underlying structure of a building, usually constructed of concrete, which supports the foundation walls, piers, or columns.

Freeboard: Relating to flood damage protection, this term means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Full cut-off light fixture: A light fixture with elements such as shields, reflectors, or refractor angles that direct and cut off the light at a cutoff angle less than 90 degrees.

Fully shielded: When pertaining to lighting, light fixtures shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, project below the horizontal plane running through lowest point on the fixture where light is emitted.

Functionally dependent use: A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Gable roof: See *Roof, gable*.

Gallons per day: The gallons per day based on an annual average basis.

Gambrel roof: See *Roof, gambrel*.

Garage: For residential purposes, an enclosed area for the parking/storage of vehicles. For nonresidential purposes, a building for the storage and/or repair of motor vehicles generally closed on all sides.

Garage, attached: An enclosed area for the parking/storage of vehicles that is structurally connected to a residential unit, which may include connection by the means of a breezeway, ~~provided the breezeway is a minimum of six feet in length and in~~ which openings are required for each building as an entrance/exit.

Garage, detached: A detached structure that is accessory to a single detached dwelling unit and to which there is legal vehicular access from a public right-of-way, designed for the storage of motor vehicles for the residents of the single detached dwelling unit.

Gasoline service station: A business having at least one bay for automotive services, pumps for the fueling of automobiles and pickups, and which may include limited retail sales of convenience goods.

Geographic search area: The area designated by a wireless provider or operator for a new base station, produced in accordance with generally accepted principles of wireless engineering.

Good faith: An honest intention to accomplish or complete an approved development plan on a particular parcel of real property, but shall not encompass dishonest, fraudulent, or deceitful actions,

ignorance of the law, mistakes of law, delays that are intentional or result from neglect or lack of diligence, or actions or occurrences caused by, resulting from, or facilitated by the property owner, developer, or agent thereof. It shall not be an absence of good faith if a developer attempts to proceed with a development if the developer was prevented from attaining a certain status, event, or condition due to the demonstrated and clear and convincing uncertainty of obtaining required governmental permits for which there is a substantial likelihood that such permits will be granted; provided, however, that delays which are caused by the developer or real property owner and acts by said persons causing delays and omissions by said persons which cause delays shall eliminate the delay as a valid factor which would excuse the attainment of the status, event or condition.

Good faith continuation: The final development order for a project pertaining to a parcel of real property that has not expired and a certificate of completion for development of infrastructure must be received within three years of the date of the preconstruction conference and subject to the following:

(1) Within four years of issuance of the final development order which resulted in the development being deemed statutorily vested, the preconstruction conference for the development must have occurred, provided, however, that if the developer diligently attempted to attain the completion of the preconstruction conference for the development in good faith, but was inhibited due to adverse general market conditions, said time frame shall be tolled during the period during which the recessionary cycle occurred.

(2) Within three years of the completion of the preconstruction conference, the developer must be issued a certificate of completion for the completion of the development's infrastructure; provided, however, that if the developer attempted to attain the certificate of completion, but was inhibited due to adverse general market conditions, said time frame shall be tolled during the period during which the recessionary cycle occurred.

(3) As to residential preliminary plats, the final plat for the development must be submitted within one year of the effective date of this LDC, provided, however, that the underlying development order that resulted in the development being deemed statutorily vested must not have expired.

(4) It shall not be an absence of good faith if a developer attempts to proceed with a development, if the developer was prevented from attaining a certain status, event, or condition due to the demonstrated and clear and convincing uncertainty of obtaining required governmental permits for which there is a substantial likelihood that such permits will be granted; provided, however, that delays which are caused by the developer or real property owner, and acts by said persons causing delays and omissions by said persons which cause delays shall eliminate the delay as a valid factor which would excuse the attainment of the status, event, or condition.

Grade, highest adjacent: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a building.

Groundwater: Water in the subsurface of the earth in both soils and geologic formations that are saturated.

Hazardous substance: A substance or combination of substances, which because of its quantity or concentration or physical, chemical, or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or may pose a substantial present or potential hazard to human health or to the environment when improperly used, handled, treated, stored, transported, disposed of, or otherwise managed. A material may be judged as hazardous if it is corrosive, reactive, ignitable, or toxic.

Hazardous waste: Waste materials including, but not limited to, poisons, pesticides, herbicides, acids, caustics, pathological wastes, radioactive materials, flammable or explosive materials, and similar harmful chemicals and wastes that require special handling and must be disposed of in a manner that conserves the environment and protects the public health and safety.

Hedge: A close planting of shrubs that forms a compact, dense, visually opaque, living barrier when mature.

Height of building: Building height refers to the vertical distance between lowest finished grade at the front of the building, or the base flood elevation where applicable, and:

(1) The average height level between the eaves and ridgeline of gable, shed, hip or gambrel roof;

(2) The deck line of a mansard roof; or

(3) The highest point of the coping of a flat roof.

Hip roof: See *Roof, hip*.

Historic resources: See *cultural resources*.

Historic structure: Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Home occupation: A use approved as a permitted use or special exception and any on-site business conducted entirely within a dwelling and carried on by residents thereof. Such use is to be clearly incidental and secondary to the residential uses and shall not change the residential character of the dwelling, and further provide that the use can meet the special exception regulations, as outlined in this LDC.

Hotel: A transient commercial lodging establishment consisting of one or more buildings used only for this purpose, including accessory uses such as eating and drinking facilities, recreation facilities, and parking. Lodgings may consist of sleeping rooms only, or may include cooking facilities also, but not intended for long-term occupancy.

Identification sign: See *Sign, identification.*

Illuminating Engineering Society of North America: Agency that approved an American National Standard Practice for Roadway Lighting. This recommended practice provides the design basis for lighting roadways, adjacent bikeways, and pedestrian ways.

Imperiled upland habitat: Includes natural habitats known to support rare species and the Coastal/Conservation element of the Comp Plan. Florida Natural Areas Inventory (FNAI) criteria are utilized to determine if the area consists of the following designations:

(1) Sandhill.

(2) Scrub.

(3) Maritime Hammock.

(4) Live Oak Hammock.

(5) Coastal Strand.

(6) Coastal Grassland.

Impervious: Any improvements that do not readily absorb or retain water including, but not limited to, building roofs, parking, driveway areas, gravel areas, sidewalks, and paved areas.

Impervious surface ratio: The percentage of the area of a lot covered by impervious surface.

Improvements, required site development: All land development improvements necessary to support the proposed buildings, as documented on the approved site plan drawings.

Improvements, required subdivision: All land development improvements necessary to support and service a proposed division of land into smaller parcels. Work includes, but is not limited to, water and sewer, paving and drainage, earthwork and clearing, erosion and sediment control facilities, and measures.

Independent living unit: A senior adult detached or attached housing unit that is an element of a continuing care retirement community, that provides optional services for residents to receive their choice

of meals, personal services, medical services, housekeeping, transportation services, and organized social/recreational activities.

Infrastructure: A set of interconnected structural elements that provide the framework supporting an entire structure. This term has diverse meanings in different fields, but in the LDC, it refers to roads, water mains, and storm and sanitary sewer pipes to support a site plan or subdivision project.

Inspection: Observation of construction work being performed to assure compliance with approved plans and permits.

Inspection punch list: List of deficiencies and concerns that are a result of an inspection of a construction site.

Institution: Building and/or land designed to aid individuals in need of mental, therapeutic, rehabilitative counseling, or other correctional services.

Island: A raised area in a roadway, driveway, or parking facility used to control or direct traffic flow that typically contains landscape material to provide shade and aesthetics within parking facilities.

Island, median: A landscaped island at least five feet wide located between two rows of parking spaces with no intervening drive aisle.

Island, terminal: A landscaped island at least five feet wide located at the beginning or the end of a row of parking spaces that separates the adjacent parking space from a drive or parking aisle.

Junk yards: Place, structure, or lot where junk, waste, discarded, salvaged, or similar materials such as old metals, wood, slush, lumber, glass, paper, rags, cloth, bagging, cordage, barrels, containers, etc., including auto wrecking yards, used lumber yards, house-wrecking yards, and yards or places for storage or handling of salvaged house-wrecking and structural steel materials. This definition shall not include pawn shops and establishments for the sale, purchase, or storage of usable secondhand cars, salvaged machinery, used furniture, radios, stoves, refrigerators, or similar household goods and appliances. Nor shall it apply to the processing of used, discarded, or salvaged materials as part of manufacturing operations.

Kennel: ~~Any place or premises where four or more canines or felines over four months of age are kept.~~ As defined in *Chapter 8 Animals* of the City of Palm Coast *Code of Ordinance*.

Keystone: Stone wedge at uppermost point of an arch that secures other arch members in place. Wedge-shaped member installed above an arch for ornamentation.

Kitchen, summer: An outdoor kitchen located for the primary use of outdoor entertaining not to be used for the purpose of a separate single-family dwelling and enclosed by no more than three walls under roof, including but not limited to, glass enclosures.

Landscape area: All pervious area within a site that supports the growth of plant material of any type. When used to calculate minimum tree requirements and landscape area requirements, the following areas shall not be counted as landscape area: synthetic turf areas, ponds, lakes, streams, rivers, and normally wet stormwater retention areas. If an existing or proposed water body, or normally wet retention area is a limiting factor as far as available site development area, then up to 25 percent of the area comprised by these features may be counted as landscape area providing this area be included in the area calculations for overall tree requirements.

Landscape buffer: See *Buffer, landscape.*

Landscape feature: An embellishment to the natural environment by blending manmade or natural materials with plantings in order to improve the outdoor aesthetics of a property. Landscape features, which include decorative planters, stone work, brick work, shall not exceed three feet in height. A Landscape feature, as defined herein is not a fence or wall.

Landscaping: Living plant material purposely installed for functional or aesthetic reasons at ground level and open to the sky.

Land Use Administrator: The City Manager shall act as the Land Use Administrator under the provisions of this LDC and shall prescribe and direct the processes and procedures, other than as otherwise specifically set forth in this LDC, relative to the administration of development review within the City. The City Manager may assign such duties to a City staff person or a team of City staff persons as he or she deems appropriate.

Lane: A strip of roadway or vehicular use area specifically designated to accommodate a single line of vehicles; a narrow way or passage for a specific use such as bicycles, pedestrians, etc.

Lane, bypass: An alternative channel, passage, or route.

Large quantity generator: A large quantity generator, as defined by the Resource Conservation and Recovery Act of 1976, 40 Code of Federal Regulations 260, is one who generates more than 1,000 kilograms (2,200 pounds or 250 gallons) of hazardous waste in a calendar month.

Large-scale commercial center: A commercial facility intended to function as a unit with a large-scale retailer as the anchor with shared services of other commercial uses. At least one anchor unit shall contain a minimum of 60,000 square feet.

Lawn/turf/sod: Upper layer of soil bound by live plant roots supporting the grass covered surface of the ground.

Letter of Map Change (LOMC): An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include, but not limited to:

(1) *Letter of Map Amendment (LOMA):* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) *Letter of Map Revision (LOMR):* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Letter of Map Revision Based on Fill (LOMR-F):* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) *Conditional Letter of Map Revision (CLOMR):* A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Level of service: An existing or projected indicator of the extent or degree of service provided by a concurrency public facility or other public facility based on and related to the operational characteristics of the concurrency public facility or other public facility.

Level of service standard: The adopted and acceptable volume of demand for each concurrency public facility or other public facility thereby reflecting an acceptable operational level as to a facility. Volume of demand may be stated as a measure of quantity of capacity per unit of demand or may state a level of performance for which the methodology and rationale used for quantitative measurement is clearly demonstrated in the Comp Plan or its supporting data and analyses.

Light-duty truck: As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

Light fixture: An artificial illuminating device or lamp, permanent or portable, used to illuminate or to attract attention. Such devices shall include, but are not limited to, search, spot, string, or floodlights for:

(1) Building and structure lighting, to include canopies and overhangs.

(2) Recreational area lighting.

(3) Parking lot lighting.

(4) Landscape lighting.

(5) Billboard or sign lighting.

(6) Street lighting.

(7) Display and service area lighting.

Lintel: A horizontal structure member, such as a beam or stone, which spans an opening, as between the uprights of a door or window or between two columns or piers.

Listed species: Those animal species which are endangered, threatened, or of special concern and are listed in Sections 39-27.003, 39-27.004 and 39.27.005, FAC and those plant species listed in 50 Code of Federal Regulation 17.12 when such plants are found to be located in a wetland or other surface water (Subsection 40C-4.021(19), FAC).

Littoral zone: An environmental planting area around the perimeter of water bodies consisting of littoral shelf plantings, transitional plantings, and upland vegetation.

Live aboard watercraft: Any watercraft docked at a marina facility inhabited by a person or persons for any three consecutive days or a total of five days within a 30-day period, or any watercraft represented as a place of business, a professional or other commercial enterprise, or a legal residence.

Living area: Enclosed rooms, as measured by its outside dimensions, which can be heated or cooled with the exception of garages.

Loading space, off-street: A space logically and conveniently located for pickups or deliveries or for loading or unloading, scaled to the size of the delivery vehicles expected to use it, and accessible to such vehicles when required off-street parking spaces are occupied.

Local road: A route providing service that is of relatively low average traffic volume, short average trip length or minimal through-traffic movements, and high land access for abutting property.

Lot: A parcel, tract, or area of land established by plat, subdivision, or as otherwise permitted by law.

Lot, corner: A lot abutting upon two or more streets at their intersection of less than 135 degrees. The point of intersection of the street lines is the corner. In the event the principal building is more directly oriented to the lot corner at the street intersection than to either street frontage, such lot shall be considered to have two front yards, one abutting each street.

Lot depth: The average distance between the front and rear lot lines.

Lot, double frontage: A lot having frontage on two nonintersecting streets, as distinguished from a corner lot.

Lot line, front: The lot line separating the lot from the rights-of-way of the principal street on which the lot abuts.

Lot, interior: A lot other than a corner lot.

Lot line, rear: The lot line opposite to and most distant from the front lot line, except for double frontage lots, which shall have two front lot lines.

Lot line, side: Any lot line other than front or rear lot line. A side lot line of a corner lot, separating a lot from a street, is called a side street lot line. A side lot line separating a lot from another lot is called an interior lot line.

Lot of record: A lot established prior to the enactment of this regulation that is a part of a recorded map or plat or a lot described by metes and bounds description, which is recorded according to Florida Law prior to November 16, 2008.

Lot width: The average distance between the side lot lines, measured along the front setback line.

Louvers: Vented covering for an opening that allows passage of air, but prevents rain and pests from entering. Commonly made of wood, aluminum, or galvanized steel and designed of horizontal slats in doors and shutters.

Luminaire: A complete lighting unit consisting of one or more lamps, together with the components designed to distribute the light, to position and protect the lamps, and to connect the lamps to the electrical power supply.

Machinery and equipment sign: See *Sign, machinery and equipment.*

Maintenance surety: See *Surety, maintenance.*

Mangrove stand: An assemblage of mangrove trees which is mostly low trees noted for a copious development of interlacing adventitious roots above the ground and which contain one or more of the following species: black mangrove (Avicennia nitida); red mangrove (Rhizophora mangle); white mangrove (Longunculariaracemosa); and buttonwood (Conocarpus erecta).

Mansard roof: See *Roof, mansard*.

Mansard, false or stuck on: A sloped plane that is attached or applied to a flat roof to make it appear to be a mansard roof.

Manual on transportation: The standard manual of recommended minimum requirements for signs, signals, and pavement markings in the United States.

Manufactured home: A structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer."

Manufacturing, heavy: An establishment whose principal purpose is the mechanical or chemical transformation of materials or substances into new products, including the bulk storage of raw materials, and which process may emit noise, vibration, dust, odor, or pollutants. Activities include manufacturing, assembly, and fabrication, including large scale or specialized industrial operations, processing, and compounding of semi-finished products from raw material in bulk form used in an industrial operation. Examples of heavy manufacturing include, but shall not be limited to, cement manufacturing, ship/boat manufacturing, and similar uses.

Manufacturing, light: An establishment whose principal purpose is the manufacturing, assembling, compounding, processing, packing, baling, repairing, storage, or distribution of products made from previously prepared basic materials. Examples include bond, cloth, cork, fiber, leather, paper, plastics, metals (not involving punch presses over 50 tons rated capacity), stones, tobacco, wax, yarns, or wood (except where sawmills or planing mills are employed). Uses deemed to qualify as light manufacturing include, but are not limited to, sign manufacturing, commercial bakeries, and similar uses.

Marina facility: Any structure or combination of structures, other than a single residential dock, located on or over the water surface of the navigable waters of the City, and is designed or used for the mooring of watercraft. Marina facilities are classified into the following subcategories.

(1) *Commercial marina:* Any facility or structure that is used for business or income producing purposes, through rental or any other means, the services of which are open to the general public, or which serves as an accessory facility to other rental, commercial, or industrial operations. It shall include, but not be limited to, docking for restaurants, hotels, motels, commercial fishing, shipping, or sales.

(2) *Noncommercial marina:* A marina facility designed to moor three or more watercraft that is intended to be used for private recreational or leisure purposes by persons or groups of persons who are residents of a development, or a nonprofit organization. General public usage and/or access is and will be prohibited by deed restrictions, easements, or other legally binding documentation except that a de minimis number of watercraft slips, not to exceed five percent, may be subject to rental agreements to nonresidents of the development associated with the marina facility. A marina associated with and part of a development shall not be deemed a commercial marina if instruments of title, acceptable to the City, bind the developed property to the marina in a manner approved by the City. A marina facility with no more than five-day slips shall be considered a noncommercial marina.

Marine service station: A facility that provides fueling services for watercraft while they are located on or over the water.

Market value: Relating to flood damage protection, this term means the Property Appraiser's 'Just Value' of the structure, excluding the land, or an appraisal of the structure by a qualified independent appraiser. For the purposes of determining "substantial damage" per incident, the market value is the value prior to the damage occurring. For purposes of determining "substantial improvements", the market value is the value prior to the start of construction of each improvement.

Market value: The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

Master meter: A single meter serving a multifamily residential or multi-unit commercial facility. This term includes, but is not limited to, master meters serving condominiums, apartments, mobile home parks, hotels, motels, travel trailer parks, shopping centers, and office buildings.

Master Planned Development District (MPD): The purpose of the Master Planned Development District, which takes the place of the former Planned Unit Development (PUD), former Planned Rural Development (PRD), former Village Center (VGC-1, VGC-2), and former Golf Course Community (GCC) Districts, is to provide opportunities for innovative planning and design. Although greater flexibility is given within this district, procedures are established in this LDC to ensure that master planned developments are consistent with sound and generally accepted land development practices and that added benefit is accrued to the community.

Mechanical equipment: Equipment such as air conditioning units, pool pumps, generators, and gas tanks.

Median income: The Flagler County median income is the figure published, and periodically updated, for the County as a whole by the U.S. Department of Housing and Urban Development.

Medical marijuana treatment center: Has the meaning provided in Article X, Section 29, Florida Constitution. Medical marijuana treatment center dispensing facilities are a component of said definition. Medical marijuana treatment center dispensing facilities are subject to licensure by the Florida Department of Health, pursuant to F.S. § 381.986 (2017) and implementing regulations.

Microbrewery: A facility licensed by the State for the production and packaging of malt beverages with low alcoholic content for distribution or for consumption on the premises, with a capacity of not more

than 15,000 barrels per calendar year. Accessory uses may include tasting rooms with food sales or tours of the microbrewery.

Mitigation: An action or series of actions to offset the adverse wetland impacts. Mitigation usually consists of restoration, enhancement, creation, preservation, or a combination thereof. Mitigation also refers to the required replacement of protected trees that are removed for multi-family, institutional, commercial, and industrial development and residential lots.

Mobile home: A structure, transportable in one or more sections, which is eight body feet or more in width and which is built on an integral chasses and designed to be used as a dwelling when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. This structure is required to bear the insignia of the U.S. Department of Housing and Urban Development (HUD).

Mobile home park: A residential development on a parcel of land in one ownership providing rental spaces for two or more mobile homes on a long-term basis, with recreation and service facilities for the tenants.

Mobile home park/subdivision, existing: See *Manufactured home park/subdivision, existing*.

Mobile home park/subdivision, expansion to an existing: See *Manufactured home park/subdivision, expansion to an existing.*

Mobile home park/subdivision, new: See *Manufactured home park/subdivision, new.*

Mobile home park/subdivision, substantially improved existing: See *Manufactured home park/subdivision, substantially improved existing.*

Mobile home space: A plot of ground within a mobile home park designated for the accommodation of one mobile home or travel trailer.

Mobile home subdivision: A residential development designed for the accommodation of mobile homes on individually owned lots or in condominium or cooperative ownership, including recreation and open space areas held in common ownership, but not including developments serving tourists or vacation-oriented travel trailers, motor homes, campers, etc.

Model home: A finished single-family residential unit, including units in a multifamily structure and manufactured/mobile homes, for which a certificate of occupancy has been obtained and located in a residentially zoned district, but utilized as an example of a product offered for sale to purchasers by a realtor, builder, developer, or contractor.

Molding: An embellishment in strip form, made of wood or other structural material, used to decorate or finish a surface, such as the wall of a building or the surface of a door.

Monotonous: Tediously uniform or unvarying.

Motel: Any public lodging establishment which offers rental units with an exit to the outside of each rental unit, daily or weekly rates, off-street parking for each unit, a central office on the property with specified hours of operation, and a bathroom or connecting bathroom for each rental unit. Lodgings may consist of sleeping rooms only or may include cooking facilities also, but not intended for long-term occupancy.

Mulch: An organic soil additive or topping such as compost, wood chips, wood shavings, seasoned sawdust, bark, leaves, or pine straw, used to reduce evaporation, prevent erosion, control weeds, enrich the soil, and moderate soil temperature. Inorganic materials such as rock or chipped rubber are also considered mulch. Where the word mulch is used in reference to seeding requirements, it is deemed to be straw or hay.

Multifamily: See *Dwelling, multifamily.*

Multi-tenant retail center shall mean retail uses in one or more buildings consisting of two or more individual, unaffiliated tenants. Multi-Tenant Retail Centers include shared access connections to external

roads, shared internal circulation, parking and external signs and master stormwater management areas. Multi-Tenant Retail Centers do not include outparcels.

Multiuse building: A building that provides for nonresidential uses on the first floor and residential living quarters located above the first floor.

Munsell: A standard color system that allows precise documentation of colors using an alphanumeric code to describe the color attributes of hue (pigmentation), value (lightness/darkness), and chroma (color intensity). To establish an objective means of color evaluation, the Munsell color system's lightness value shall guide the selection of acceptable colors.

National Register of Historic Places: The official listing of cultural resources or historic properties significant in American history, architecture, archaeology, engineering and culture, maintained by the Secretary of the Interior as established by the National Historic Preservation Act of 1966, as amended.

Native plant: See *Plant, native.*

Navigable waters of the City: Lakes, ponds, Intracoastal Waterway, saltwater canals, freshwater canals, streams, or any other body of water or waterway natural or artificially created, or any constructed channel or water body to said bodies of water or waterways, located within the City of Palm Coast that can be used for the navigability of watercraft. It is not the intent of the LDC to assert ownership of such waters, but it is the intent of this Ordinance to assert land use regulatory jurisdiction as set forth in the LDC.

Nonconforming use: A use of land existing lawfully at the time of the enactment of this regulation, or at the time of a zoning or use change and which does not conform with the regulations of the use district in which it is located.

Nonresidential: Used or intended for purposes other than as a dwelling unit.

Nonresidential controlling master site development: Commercial facilities developed on one or more lots and intended to function as a unit with shared services and facilities.

Non-vehicular non-access easement: An easement that limits or preludes legal access for any lot, tract, or parcel onto a street or adjacent property or between subdivision boundaries. See also, spite strip.

Nursery, plant materials: Land, building, structure, or combination thereof for the storage, cultivation, transplanting of live trees, shrubs, or plants offered for retail sale on the site, including products used for gardening or landscaping.

Nursing home: A home for aged, chronically ill, or incurable persons in which three or more persons, not of the immediate family, are received, kept, or provided with food and shelter or care for compensation, but not including hospitals, clinics, or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured.

Off-site improvements: All land development improvements proposed to be built on land that is not part of the project property, except for work within a public road right-of-way immediately adjacent to the project limits of frontage on that road.

Off-street loading space: See Loading space, off-street.

Off-street parking space: See *Parking space, off-street.*

One hundred (100)-year flood elevation: See *Base flood elevation*.

One-way: A roadway or aisle on which traffic moves in only one direction.

On-site: Within the limits of the area encompassed by the tract area or parcel of record on which the activity is conducted.

Open space: The land area within a development which is retained in its natural condition or improved in a manner for the enjoyment of all persons owning property within the development. Open space includes, but is not limited to, tree and environmental preservation areas, waterbodies, and

common area parcels, and is not developed with impervious surface unless it is common open space. Open space also includes those portions of the right-of-way that are pervious.

Operation: To cause or to allow a system to function.

Operator: Any person in whose name an electronic game promotion is conducted and in whose name a certificate of use is issued.

Oriel: A bay window supported from below by corbels or brackets.

Outdoor display: An outdoor arrangement of objects, items, products, or other materials, typically not in a fixed position and capable of rearrangement, designed and used for the purpose of advertising or identifying a business, product, or service.

Outparcel: For the purpose of this Code, an area meeting the minimum zoning district dimensional requirements and located within a shopping center that shares a common parking lot with other buildings and establishments within said shopping center, but separated from the principal building and establishments by parking or vehicular use area.

Overhead utility facilities: Communications and power lines installed through the air supported on and spanning between poles.

Parapet: A low wall projecting from the edge of a platform, terrace, or roof.

Parasite sign: See *Sign, parasite.*

Parent parcel: A tract or parcel of land that was lawfully created by either a plat or nonstatutory subdivision.

Park trailer: A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in F.S. § 320.01 .]

Parking: The temporary, transient storage of motor vehicles used for personal transportation while their operators are engaged in other activities. It shall not include storage of new or used cars for sale, service, rental, or other purpose other than specified above.

Parking angle: The angle formed by a parking stall and the wall or centerline of the facility, ranging from 90 degrees (perpendicular) to 45 degrees.

Parking design: The layout and design of a parking facility based on standard criteria.

Parking lot: A surface area for parking off the street or beyond the right-of-way.

Parking, parallel: Spaces designed parallel to the curb of a street, a lot, or a parking structure wall.

Parking, shared: The approved use of the same off-street parking space for two or more distinguishable uses where peak-parking demand of the different uses occurs at different times of the day.

Parking space: A surface area reserved for temporary storage of one motor vehicle and connected to a street by a driveway.

*Parking space, off-stree*t: An off-street parking space shall consist of an area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a street or alley and maneuvering room, but shall be located totally outside of any street, alley right-of-way, or highway.

Parking stall: The area, usually marked with distinguishing lines, in which one vehicle is to be parked; a parking space.

Passenger station: A facility at which passengers may board and alight from buses and/or trains, usually consisting of at least one covered structure or building for the use of waiting passengers.

Pavilion: A central or flanking projecting subdivision of a façade, usually accented by more elaborate decoration or a greater height and distinction of a roof line.

Peak period: The period of maximum parking activity, this can be by the hour, day of week, or seasonal.

Pedestrian: A person whose mode of transportation is on foot, including a person "walking a bicycle."

Pediment: A low-pitched triangular gable on the front of a building.

Performance surety: See *Surety, performance.*

Periodic Overflow Parking: Periodic overflow parking refers to designated, temporary, or secondary spaces used when primary parking lots are full or during high-demand events.

Permanent commercial campground: A parcel or plot of ground upon which two or more permanent (year-round) campsites are located, established and maintained for occupancy by camping units of the general public. Such campgrounds must meet the minimum state code requirements for sanitary facilities and potable water supply.

Pervious area: The total lot area left in a condition that permits full percolation of the stormwater including surface water bodies, wetlands, and retention areas.

Pharmacy: A retail use licensed under the Florida Statutes to dispense or sell prescription drugs, including, but not limited to medical marijuana treatment center dispensing facilities, as referenced in F.S. § 381.986 (11) as amended from time to time. The term does not include hospice services, medical and diagnostic laboratories, dental labs, medical and professional offices, outpatient care facilities, assisted living facilities, nursing homes, adult day care centers, child day care centers, schools, colleges, or other educational or health care institutions.

Pier: Wharf projecting into a body of water. In addition, an upright support member of a building designed and constructed to function as an independent structural element in supporting and transmitting building and environmental loads to the ground with a height limited to a maximum of three times its least lateral dimension.

Pilaster: A pilaster is a rectangular support which resembles a flat column. The pilaster projects only slightly from the wall, and has a base, a shaft, and a capital.

Pile: An upright support member of a building, usually long and slender in shape, driven into the ground by mechanical means and primarily supported by friction between the pile land the surrounding earth. Piles often cannot act as individual support units and require bracing to other pilings.

Pitch: The slope of a roof expressed in terms of a ratio of height to span.

Pitched roof: See *Roof, pitched.*

Planned unit development (PUD): A former zoning classification that allowed an area of land, controlled by a landowner(s), to be developed as a unified project and single entity for a group of structures such as residential or nonresidential or any combination thereof. See *Master Planned Development District.*

Plant, native: Means any plant species with a geographic distribution indigenous to all or part of the State of Florida.

Plat: A map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with all applicable sections of F.S. ch. 177 , and this LDC.

Plinth: A continuous course of stones that form the base or foundation of a wall.

Political sign: See *Sign, political.*

Pollutant: Includes, but is not limited to, dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.), heat, wrecked or damaged equipment, rock, sand and industrial (excepting the county's discharges), and agricultural waste discharged into the MS4, and including other materials which the City Manager or designee or federal or state regulatory agencies may deem appropriate to be included.

Porch: A roofed, open space that may be screened, attached to, or part of a building and with direct access to or from the building.

Portal: A doorway, entrance, or gate, especially one that is large and imposing.

Portico: A porch or walkway with a roof supported by columns, often oriented at the entrance of a building.

Poultry: Any chickens, turkeys, ducks, or geese.

Potable water: The water that is satisfactory for drinking, culinary, and domestic purposes and that meets the quality standards of the Florida Department of Environmental Protection.

Preconstruction conference: A meeting that is held between City staff and the contractor or developer after the issuance of a development order, but prior to the issuance of a building permit for the purpose of coordination of project and assurance of compliance with City regulations.

Preliminary site plan: An illustration of the details of development of areas such as, but not limited to, commercial, industrial, recreational, and multifamily residential uses not being platted. The required submittals and processing procedures shall be similar to those provisions for final platting to the extent deemed applicable for the proposed use by the Land Use Administrator.

Preservation: The identification, evaluation, recordation, documentation, analysis, recovery, interpretation, curation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance, or reconstruction of historic properties.

Principal building: See *Building, principal.*

Private club: See *Club, private.*

Project: A particular development on an identifiable parcel of land.

Property: For the purpose of utilities, the real property owned or controlled by an applicant for which water service capacity allocation, wastewater service capacity allocation, or both is requested.

Public facility baseline statement: The concurrency baseline statement is an assessment of public facility available capacity anticipated for the reporting period.

Public use: See *use, public.*

Qualified environmental professional: A professional entity (may be an individual or company/firm) having appropriate scientific background and experience in the evaluation of wetland systems, delineation of jurisdictional wetlands, and listed flora and fauna in the State of Florida and the assessment of central Florida ecological communities.

Quoin: A stone or brick forming an exterior angle of a masonry wall that is differentiated from adjoining surfaces by material, texture, color, size, or projection.

Rain garden: On-site retention of stormwater using vegetated depressions engineered to collect, store, and infiltrate runoff. Also, known as Bio-Filter and an LID IMP.

Range (appliance): A single kitchen appliance that combines both a cooktop (stovetop) and an oven into one unit.

Reclaimed water: Water, treated wastewater, or wastewater effluent that has been appropriately treated and which, as a result of the treatment of wastes, is suitable and usable for direct beneficial uses or a controlled use by and for public agricultural, commercial, residential or industrial developments, projects or purposes including, but not limited to, irrigation purposes in green areas of developments or other appropriate areas; water that has received at least secondary treatment and is reused after flowing out of a wastewater treatment plant.

Reclaimed water distribution system:

(1) Reclaimed water mains.

(2) Sub mains.

(3) Transmission lines.

(4) Storage and pumping facilities.

(5) Valves.

(6) House services.

(7) Meters.

(8) Other appurtenances.

Reclaimed water system: As used interchangeably, means any and all reclaimed water production, transmission, treatment, and distribution facilities currently owned, operated, managed, controlled, or otherwise used or hereafter owned or operated by the City. Such system includes any and all improvements, extensions, or additions thereto hereafter constructed or acquired either from the proceeds of bonds or from any other sources, together with all property, real, personal, or mixed, tangible or intangible, currently or hereafter owned, operated, managed, controlled, or otherwise used in connection therewith.

Recreation, indoor: An indoor public or private establishment designed and equipped for the conduct of sports and leisure time activities except for electronic game promotions. Some examples include bowling alleys, game rooms, theaters, gymnasiums, pool halls, and skating rinks.

Recreation, outdoor: Any site where the principal use is the provision of outdoor amusements, sports, games, athletic facilities, or other outdoor recreational facilities and/or services. This term includes botanical gardens, zoological gardens, skeet and gun clubs, golf driving ranges, miniature golf, go-cart tracks, drive-in theaters, aquatic centers, and water parks, but does not include golf courses or public parks and recreational facilities.

Recreational vehicle: Relating to flood damage protection, this term means a vehicle that is:

(1) Built on a single chassis;

(2) Four hundred square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light duty truck; and

(4) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

Redevelopment: In addition to the definition of "development" provided in F.S. § 380.04 , this term shall mean a substantial or material change in the use or character of an existing development property including, but not limited to, alterations, expansions, or renovations to structures, paved areas, and other property fixtures and features requiring a building permit.

Regulated use (or regulated activity): Any publicly or privately owned operation within a wellhead protection zone that handles, sells or otherwise distributes, produces, uses, stores, or disposes of a regulated substance, unless specifically exempted.

Remedy a violation: See *Violation, remedy of*.

Remove or *removal:* Actual or effective removal through killing, damaging or destroying any trees listed as protected.

Replat: A map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with all applicable sections of F.S. ch. 177 , and this LDC.

Required site development improvements: See *Improvements, required site development*.

Required subdivision improvements: See *Improvements, required subdivision*.

Residential: Used or intended for use as a dwelling unit and includes uses accessory to a dwelling unit.

Restaurant, fast-food/fast-casual: An eating establishment where customers order and receive their food and/or beverages at a counter, select individual items prepared in front of the person, serve themselves buffet style, which include a drive-in window, or service is via drive-up service. Customers may or may not consume the food or beverages on-site.

Restaurant, sit-down: An eating establishment where food and/or beverages are served by waitresses or waiters to patrons seated at booths or tables. A sit-down restaurant may also provide accessory drive-through and walk-up services. If the business also sells alcoholic beverages, the sale of food products must represent at least 51 percent of the facility's total sales, or the business shall be considered a drinking establishment.

Retail fulfillment distribution center: A building where an e-commerce retailer can quickly deliver merchandise to online shoppers for pickup, or where the merchandise is transferred to a retail operator or local delivery service for rapid delivery to shoppers' homes or businesses.

Reuse: The deliberate application of reclaimed water, in compliance with the Florida Department of Environmental Protection and St. Johns River Water Management District rules, for a beneficial purpose.

Revetments: Wall with severe slope away from the base.

Right-of-way: Land in which the City owns the fee or has received a dedication for, or has an easement devoted to, or required for, the use of a public road, the use of stormwater management, or any other public use, including for medians, sidewalks, and driveways.

Riverine: Relating to flood damage protection, this term means relating to, formed by, or resembling a river including, but not limited to, tributaries, stream, brook, etc.

Road: Means and shall include streets, alleys, highways, sidewalks, bike paths, driveways, medians, and any other ways open or unopened to travel by the public, including the road bed, right-of-way and all culverts, drains, ditches, inlets, stormwater facilities, embankments, bridges, retaining walls, guardrails or other appurtenances necessary for the maintenance of travel.

Roof: The outside top covering a building or structure.

Roof, flat: A roof having no slope, or one with only a slight pitch to drain rainwater.

Roof, gable: Roof with gabled ends that slopes in two opposite directions from the ridge.

Roof, gambrel: Roof sloped in two opposite directions from the ridge, with each surface divided into two sections with different pitches. Lower section of the roof slopes steeply to the outside walls.

Roof, hip: A roof with sloping ends and sides. In addition, external angle formed at the intersection of two adjacent sloped roof sections.

Roof, mansard: A mansard roof has two slopes on each of the four sides. The lower slope is steeper than the upper slope. Dormers are often set in the lower slope. The upper slope is usually not visible from the ground.

Roof, pitched: A roof having one or more slopes.

Roof, shed: A roof with one slope.

Rooming house: See *Boarding home*.

Runoff (applies only to Chapter 9): The draining away of water (or substances carried in it) from the surface of an area of land, building, or structure.

Runoff (does not apply to Chapter 9): Relating to flood damage protection, that portion of precipitation that is not intercepted by vegetation, absorbed by the land surface, or evaporated, and thus flows overland into a depression, stream, lake, or ocean (runoff, called immediate subsurface runoff, also takes place in the upper layers of the soil).

Sand dunes: Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

School: A facility used for education or instruction in any branch of knowledge, and including the following: elementary, middle, and high schools, whether public or private; colleges, community colleges and universities; vocational and professional schools giving instruction in vocational, professional, technical, industrial, musical, dancing, dramatic, artistic, linguistic, scientific, religious or other special subjects. This term does not include childcare centers if separate from elementary schools.

Scoring: Scratching or roughening the surface of a member or material to create a rough finish or key for subsequent coats. To cut a narrow channel or groove in the surface of a material to allow for deeper cuts without shattering or splintering the face of the material.

Screen planting, medium: A 30-inch-high planting of continuous non-deciduous shrubs, with appropriate spacing, intended to partially block the view of something from adjacent properties or a rights-of-way.

Screen planting, short: A two-foot-high planting of continuous non-deciduous shrubs, with appropriate spacing, intended to partially block the view of something from adjacent properties or a rights-of-way.

Screen planting, tall: A five-foot-high planting of continuous non-deciduous shrubs, with appropriate spacing, intended to primarily block the view of something from adjacent properties or a rights-of-way, with opacity of at least 60 percent at time of planting that achieves 80-percent opacity within two years.

Seat: For purposes of determining the number of off-street parking spaces for certain uses, the number of seats is the number of seating units, installed or indicated, for each 24 lineal inches of benches, pews, or space for loose chairs.

Seawall: A structure built between a water body on one side and land on the other side.

Semipublic use: See *Use, semipublic*.

Septic tank: The sewage disposal system in which effluent is flushed into an underground tank and allowed to slowly absorb into the surrounding soil.

Service use: See *Use, service.*

Setback: The area between a property line and a line parallel thereto at a distance equal to the appropriate setback distance. (See *Yard* and *Lot line*)

Setback line: The minimum distance prescribed by a zoning district between any property line and the foundation of a building or structure, or from the property line to the edge of a deck or concrete pad. A line within a lot parallel to a corresponding lot line, which is the boundary of any specified front, side or rear setback/yard, or the boundary of any public right-of-way whether acquired in fee, easement, or otherwise, or a line otherwise established to govern the location of buildings, structures, or uses. (See *Yard* and *Lot line*)

Setback, 25-foot floodway: The area between the outer boundary of the regulatory floodway associated with natural named wetland systems including, but not limited to Big Mulberry Branch and Bulow Creek shown on the FIRM and a line parallel thereto at a distance of 25 feet. The purpose of the

25-foot floodway setback is to minimize encroachments to protect floodplain storage and natural floodplain functions.

Sewers, public or community: An approved sewage disposal system that provides a collection network and disposal system, and central sewage treatment facility for a single development, community, or region.

Sexually oriented business: A commercial bodily contact establishment, escort service, or sexual encounter business. A business shall be a sexually oriented business, whether services are provided on the premises of an establishment or on an out call basis at any other place and regardless of whether such business is licensed under this LDC. A business with a sexually oriented business license shall be presumed to be a sexually oriented business. An individual operating a sexually oriented business is subject to the provisions of this LDC notwithstanding the fact that services are being provided at or from a residence, motor vehicle, vessel, or any other location. A license pursuant to this LCD is required unless the individual is a paid employee for whom taxes and social security payments are withdrawn and paid by the licensed establishment, worker records are maintained, and the individual is not an independent contractor.

Shade tree: See *Tree, shade*.

Shared parking: See *Parking, shared*.

Shed roof: See *Roof, shed*.

Shopping center: An integrated group of primarily retail-oriented commercial establishments that is planned, developed, owned and managed as a unit.

Shutters: Wood, metal, or plastic panel on either side of a window. May be hinged, but commonly fixed in position. Originally used as a protective covering for windows when swung closed.

Sight distance: The minimum distance that allows a vehicle traveling at a designed speed to be able to stop before reaching a stationary object in its path. Typically, the design sight distance allows a below-average driver to stop in time to avoid a collision.

Sight triangle: A triangular-shaped area at intersections that provides a clear line of sight for drivers at a vertical level between two feet and seven feet above the average grade at the centerline of the right-of-way. Two sides of the triangle shall be the edges of pavement along each roadway from their intersection with their lengths based on the type of roadways, and the third side being a line connecting the ends of the first two lines.

Sign: Any letters, numbers, symbols, graphics, pictures, or figures, or combination thereof that are erected, constructed, placed, or attached on a structure, ground, or body which identify, advertise, or direct attention to a product, business, institution, place, person, or event, or any other communication and that can be seen from the public right-of-way or public waterway. When not modified by the terms "structure" or "face", the term "sign" shall include all parts of the sign and its supporting structure.

Sign, A-frame: A type of sign composed of two boards set up in a triangle shape hinged along the top.

Sign, abandoned:

(1) Any sign face which advertises a business no longer conducted or product no longer sold. In making the determination that a sign advertises a business no longer being conducted, the Land Use Administrator shall consider the existence or absence of a current occupational license, utility service deposit or account, use of the premises, and relocation of the business.

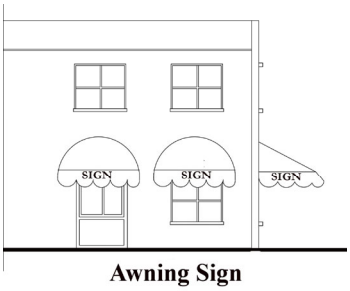
(2) Any sign structure that not used for business purposes for over six months and that is nonconforming according to existing codes regarding height, setback, or sign area.

Signage program: A graphic representation showing a comprehensive detailed presentation of all signage proposed for a particular development to include style, color, location, size, and material.

Sign, animated: Any sign of which all or any part thereof revolves or moves in any fashion whatsoever; and any sign which contains or uses for illumination any light, lights or lighting device or devices which change color, flash or alternate, show movement or motion, or change the appearance of said sign or any part thereof automatically. Animated signs also include electronic, LCD and LED signs if they are using movement and change of light to depict action or to create special effects or scenes. Also, known as Automatic Electric Changing Signs (ACS). Does not include manually changeable copy sign.

Sign area: The area of a sign face (which is also the sign area of a wall or other sign with only one face) shall be computed by means of the smallest square, circular, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display. This includes any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed. The sign area does not include any supporting framework, bracing, or decorative fence or wall when such fence or wall otherwise meets the LDC and is clearly incidental to the display itself.

Sign area, aggregate: The architectural area around the copy of the sign. The maximum aggregated sign area is determined by calculating sign area times two and is exclusive of the sign area.



Awning Sign

Sign, awning: Any sign consisting of information painted on, sewn on, imprinted on, or attached to the surface of an awning or canopy.

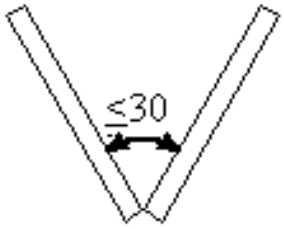
~~*Sign, banner:* A sign either enclosed or not enclosed in a ridged frame and secured or mounted to allow movement caused by atmosphere. Flags are not banners.~~

Sign, commercial: A sign intended to promote the commercial or economic interests of the owner or the products/services offered on the site.

Sign, digital: Any sign which has the capability of changing message content through the use of an electronically controlled device.

Sign, directional: Any sign intended to provide direction to the public, including signs that direct traffic onto or within a site, identify restrooms, parking areas or spaces, freight entrances, or other facilities for the convenience of the public.

Sign, directory: A sign that provides a listing of the occupants of a multitenant center and their suite/building numbers. Directory signs are not intended to be visible from the public right-of-way, but to give direction to customers already within the site.



Sign, double faced: A sign with two faces that are no more than three feet apart at their closest point, or placed at an angle of 30 degrees or less. Double-faced signs shall be considered one sign.

Sign, electronic display type: A sign for presentation of information for visual reception, acquired, stored, or transmitted in various forms, where the input information is supplied as an electric signal, and uses a light source, LED (light emitting diodes), bare electric bulbs, luminous tubes, fiber optic, or other combination of light source to create the message. In addition, signs that appear protected, or are intermittently or intensely illuminated, or of a traveling, scrolling, or sequential light type, or contain, or are illuminated, or flashing light.

Sign, free expression: A sign, not in excess of four square feet in size (area) where the top of the sign is not more than three feet off the ground, if freestanding, and communicating information or views of concern to the owner of the sign, or containing any other noncommercial message that is otherwise lawful.



Freestanding Sign

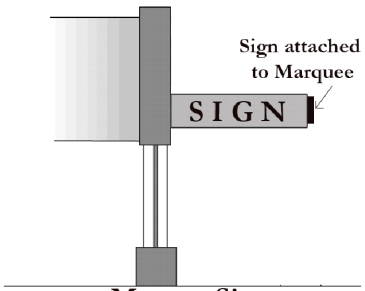
Sign, freestanding: A monument sign supported by a sign structure in the ground and that is wholly independent of any building, fence, vehicle, or object other than the sign structure for support. The width of the base must be less than the width of the display area but must be a minimum of 40% of the width of the sign face.

Sign height: The vertical distance as measured from the finished grade to the highest point of the sign structure. Finished grade is the newly established grade at the base of the sign after construction of the sign, exclusive of any filling, berming, madding, or excavating solely for the purpose of locating the sign.

Sign, identification: A sign that indicates the name and type of business or service, residents, or the name of the development located on the site where the sign is located including street address, phone number, and graphic of business logo.

Sign, illuminated: A sign that uses artificial light, either internal or external to the sign faces, to draw attention to the sign or otherwise increase its visibility.

Sign, machinery and equipment: Graphics and trademarks on vending machines, gas pumps, and machinery customarily used outside of buildings. Also, includes signs on public works and/or construction equipment (bulldozers and such) that have the brand/make of the machinery or equipment.



Marqee Sign

Sign, marquee: A sign attached to or hung from a marquee that is a permanent projecting structure protruding from the entrance of a building wall to provide shelter and display advertising.

Sign, manually changeable copy sign: The message on the sign is changed manually (without the use of an electric signal) using individual letters, numbers, phrases, or symbols. Examples include reader boards with manually changeable letters or changeable pictorial panels.

Sign, monument: ~~See *Sign, freestanding.*~~A durable ground level, self-supporting sign with a solid foundation or base that is at least as wide as the sign's display area.

Sign, non-commercial: Signs which display opinions, points of view, or contain political, civic, public service, religious, or ideological messages.

Sign, off-site advertising: A sign identifying, advertising or directing the public to a business, merchandise, service, institution, residential area, entertainment or activity which is located, sold, rented, based, produced, manufactured, or taking place at a location other than on the site on which the sign is located.

Sign, parasite: Any sign not exempted by this Code, for which no permit has been issued, and which is attached to another sign.

Sign, pole: A freestanding sign supported by a pole, a column, or other fabricated support member without any type of secondary support. Pole/pylon signs typically provide clear view between the sign and the ground.

Sign, political: Any sign used solely to present information suggesting a candidate's suitability for elected public office or presenting an issue to be voted upon in the upcoming legally recognized election at the Federal, State, County, or City level or for special districts.

Sign, portable: A sign that has no permanent attachment to a building or to the ground by means of a footing including, but not limited to, an A-frame or sandwich board sign; a sign with wheels designed to be pulled or towed on a trailer or similar device, pull attachments, hot air or gas filled balloons; umbrellas used for advertising; signs mounted for advertising purposes on a vehicle that is parked and visible from the public right-of-way, sidewalk, or curb.

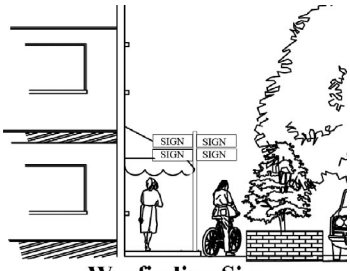
Sign, projecting: A sign that is wholly or partly dependent upon a building for support and that projects horizontally more than 12 inches from such building.

Sign, roof: A sign painted on or affixed to the roof of a building and primarily supported by that roof structure, except fascia signs.

Sign, snipe: Any sign or any material when such sign is attached in any way to trees, utility poles, motor vehicles, trailers, waterborne craft, or other objects.

Sign, temporary: A sign erected for two weeks or less to advertise or identify transitory events unless specifically permitted for a longer period by this LDC.

Sign, wall: A sign attached to a wall of a building or structure so that the wall forms the supporting structure or becomes the background of the sign. For the purpose of Chapter 12, wall signs include awning and projecting signs.



Wayfinding Sign

Sign, wayfinding: A directional sign placed in the public-right-of-way to advertise the location of one or more business or facilities in the immediate area.

Sign, window: A sign posted, painted, placed, or affixed in or on the interior or exterior of a window/glass door, or placed within three feet of a window/glass door pane, or displayed to be visible from the exterior of the building.

Silt fence: A temporary sediment barrier consisting of a filter fabric stretched across, and attached to, supporting posts and entrenched.

Site: The entire lot on which a use is or will be located and that is otherwise subject to the provisions of the LDC.

Site, building: Any lot or parcel, or group of lots or parcels, occupied or intended for development as a unit, whether or not as part of a larger development site. Building site area does not include surface waterbodies, floodways, or wetlands.

Site characteristics: The physical features of a site such as shape, area, topography, soil conditions, and access.

Site plan: A plan, to scale, showing uses and structures proposed for a parcel of land as required by the regulations involved. Includes lot lines, streets, building sites, reserved open space, buildings, landscape features—both natural and manmade—and the locations of proposed utility lines.

Site plan completion surety: See *Surety, site plan completion*.

Small box discount store: A retail store that is 16,000 square feet or less in size, which offers for sale a variety of convenience shopping goods and continuously offers the majority of the items in their inventory for sale at a price lower than traditional retail stores. Small box discount store does not include a pharmacy; and does not sell gasoline or diesel fuel, or specialty items and food items as a primary product (i.e., greeting cards, consignment, meats, seafood, cheese, or oils and vinegars).

Small quantity generator: A small quantity generator, as defined by the Resource Conservation and Recovery Act of 1976, 40 Code of Federal Regulations 260, is one that generates less than 1,000 kilograms (2,200 pounds or 250 gallons) of hazardous waste in a calendar month.

Smart irrigation controller: A weather-based irrigation device that utilizes prevailing weather conditions, current, and historic evapotranspiration, soil moisture levels and other relevant factors to adapt water applications to meet the estimated needs of plants and lawns. The controller shall estimate or measure depletion of available plant moisture to operate an irrigation system that replenishes water as needed while minimizing excess.

Special exception: A land use that is not similar in nature to the uses permitted in the district for which application is made (or in any district), but which is desired in the community, with appropriate controls, where a suitable location is available.

Special flood hazard areas: An area in the floodplain subject to a one-percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V.

Special use: Includes utilities, transportation terminals, and facilities.

Spill: See *discharge.*

Spite strip: A private easement that limits or precludes legal access for any lot, tract, or parcel onto a street or adjacent property or between subdivision boundaries.

Stall: The area, usually marked with distinguishing lines, in which one vehicle is to be parked; a parking space.

Standing seam, metal: A standing seam roof is constructed of many interlocking panels that run vertically from the roof's ridge (the top of the roof) to the eave. The interlocking seam where two panels join together is raised above the roof's flat surface, allowing water to run off without seeping between panels.

Stoop: A raised platform approached by steps at the entrance of a house.

Stormwater: Water collected or collecting as a result of natural precipitation.

Stormwater management system: A system which is designed and constructed or implemented to control discharges that are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system.

Story: That portion of a building included between the upper surface of a floor and upper surface of the floor or roof next above.

Stream: Any river, creek, slough, or natural watercourse in which water usually flows in a defined bed or channel. It is not essential that the flowing be uniform or uninterrupted. The fact that some part of the bed or channel shall have been dredged or improved does not prevent the watercourse from being a stream. Also, a body of water flowing in a natural surface channel. Flow may be continuous or only during wet periods. Streams that flow only during wet periods are termed "intermittent streams."

Street tree: See *Tree, street*.

Stringcourse: A horizontal band or molding set in the face of a building as a design element.

Striping: Painted lines delineating stalls and circulation patterns.

Structure: Anything constructed, installed or portable, the use of which requires a location on a parcel of land, such as buildings, manufactured homes, mobile homes, fences, billboards, swimming pools, poles, pipelines, transmission lines, advertising signs, a gas or liquid storage tank, seawall, bulkhead, revetment, or other man-made facilities or infrastructure. For the purposes of Subsection 4.01.05—Residential Docking Facilities along Saltwater and Freshwater Canals (and Intracoastal Waterway, as applicable) and Section 4.16—Marinas, this term means anything constructed or otherwise located or operated on or over water, extended over water, or affixed to something that is or will be located on the ground and covered by water, or is located on land and is an essential part of the operation or an integral system of the marina such as, by way of example only, fuel and electrical systems.

Structure, existing and building, existing: Relating to flood damage protection, this term means any structure or building for which the "start of construction" commenced before February 5, 1986 or standard based upon specific technical base flood elevation data that establishes the area of special flood hazard.

Structure, principal: The main building in which is conducted the principal use of the property on which such building is located.

Substantial damage: Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial improvement: Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a ten-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building is permitted subsequent to August 19, 2008. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Summer kitchen: See *Kitchen, summer.*

Supply well, public: A well that is constructed for purposes of extracting groundwater to the surface, by mumping or natural flow, and the groundwater from such excavation is to be used for human consumption assuming it has at least 15 service connections or regularly serves at least 25 individuals daily at least 60 days out of the calendar year.

Surety: A pledge or formal promise made in the form of a cash deposit, bond, or letter of credit to secure against loss, damage, or default; a guarantee.

Surety, maintenance: Surety that guarantees that the installed improvements will remain in operable condition and not have any defects in material or workmanship for a period of 12 months after satisfactory completion of installation.

Surety, performance: Surety that guarantees that the cost of the infrastructure improvements necessary to support the subdivision to be platted is funded to complete the improvements if the property owner cannot complete them.

Surety, site plan completion: Surety that guarantees that perimeter landscape buffers will be constructed and property fenced if construction does not proceed to completion.

Surface water (applies only to Chapter 9): Water upon the surface of the earth, whether contained in bounds created naturally or artificially or diffused. Water from natural springs shall be classified as surface water when it exits from the spring onto the earth's surface [F.S. § 373.019 (21).]

Surface water management system: A dam, impoundment, reservoir, appurtenant work or works, or any combination thereof. The terms "surface water management system" or "system" include areas of dredging or filling as those terms are defined in F.S. §§ 373.403 (13) and 373.403 (14).

Surface water management system: A stormwater management system, dam, impoundment, reservoir, appurtenant work or works, or any combination thereof. The terms "surface water management system" or "system" include areas of dredging or filling as those terms are defined in F.S. §§ 373.403 (13) and 373.403 (14), (Subsection 40C-4.021(26), FAC).

Swale: Depression or channel in the ground, often designed for channeling surface water.

Temporary irrigation system: An interim system, including surface distribution elements (hose, pipe, etc.), that shall be removed once the landscaping is established or once it is no longer needed.

Temporary uses or structures: Any use or structure placed on a parcel of land for a period of short duration.

Threatened species: Those animal species listed in Section 39-27.004, FAC and those plant species which are listed as threatened in 50 Code of Federal Regulations 17.12.

Townhouse: Three or more attached single-family dwelling unit constructed in a series or group of attached units with property lines separating such units.

Traffic circulation: A traffic flow pattern, such as a two-way or a one-way, for an on-street system or off-street parking facility.

Traffic control devices: Signs, pavement markings, and signal lights designed and installed to aid in safe and effective flow of motor vehicles across roads and parking lots.

Traffic flow: The pattern of traffic movement through an area or through a parking facility.

Transom: A horizontal crosspiece over a door, or between a door and a window above it, or a small hinged window above a door or another window.

Transportation center: A designated area for public transportation such as buses, taxicab stand, etc.

Travel trailer: A recreational vehicle used for temporary housing by individuals and families during travel. This category, in this LDC, is assumed to include also campers, camping trailers, motor homes and

smaller mobile homes (up to a length of 35 feet, exclusive of hitch, and eight feet in width), capable of being towed by a passenger motor car and complies with F.S. § 320.01 (1)1.

Travel trailer park: A development for the accommodation of tourists or vacationers of short-term basis, providing rental spaces for each individual trailer, camper, motor home, etc., and recreation and service facilities for the use of the tenants. This designation does not permit or allow permanent residents.

Tree: Any living, self-supporting woody perennial plant which at maturity attains a trunk diameter of at least four inches or more when measured at four and one-half feet above ground level and which normally attains an overall height of at least 15 feet, usually with one main stem or trunk and many branches.

Tree protection zone (TPZ): The circular area usually under the canopy of a tree to be protected where access, construction activities, driving, parking, storage, grubbing, fill dirt, trenching, and digging is restricted by a sturdy but temporary fence. The radius of the TPZ is equal to one foot of TPZ radius for each inch of diameter of the tree to be protected.

Tree, shade: Any tree attaining a mature height of over 35 feet and a spread of 35 feet. Other trees may be acceptable upon approval of the Land Use Administrator including, but not limited to, the species listed per City standards.

Tree, street: Any tree growing in the public rights-of-way or on private property that is within five feet of the rights-of-way line. The tree must be a shade tree if no overhead utility conflicts exist.

Tree, understory: Any tree that has a mature height of less than 35 feet or is a slower growing species, as determined by the Land Use Administrator, including, but not limited to, certain species per City standards.

Trim: To reduce, shorten, or diminish gradually a plant or parts of a plant without altering the natural shape using proper horticultural and arboricultural techniques.

Trim color: Refers to a complementary color used for the trim of architectural components such as window trim, windowsills, doorframes, cornice, and banding.

Turbidity barrier: A floating geotextile material that minimizes sediment transport from a disturbed area adjacent to or within a body of water.

Turning radius: The pavement or ramp width necessary to permit a vehicle to complete a turning maneuver.

Two-way: A roadway or aisle on which traffic moves in the opposite, yet parallel, direction.

Underground utility facilities: Communications and power lines installed below the ground surface within road rights-of-ways or easements.

Understory tree: See *Tree, understory.*

Use: The specific purpose(s) for which land or a building is designated, arranged, intended, or for which it is or may be occupied or maintained.

Use, change in: Substitution of one thing for another specifically regarding use of land or use of a building.

Use, conforming: Any use of a structure or land that is a permitted or approved provisional or special use in the district in which the structure or land is situated and which conforms to the regulations of that district and all other regulations as adopted by the City.

Use, discontinued: A use that is interrupted or in which there is a break in continuity regardless of the intent of the owner or operator.

Use, legal nonconforming: A use that lawfully occupied a building or lands at the time this LDC was adopted and that does not conform to the use regulations of the district in which it is located.

Use, nonconforming: The use of a building, structure, or parcel of land not in compliance with the regulations as adopted by the City.

Use, principal: The main or primary purpose for which a structure or lot is designated, arranged, or intended, or for which it may be used, occupied, or maintained under this LDC.

Use, public: The use of land, water, or building by a municipality, public body or board, commission, or authority, or federal, state, or county government, or any agency thereof for a public service purpose.

Use, semipublic: Includes churches, museums, and organizations operating as a nonprofit activity serving a public purpose or service and includes such organizations as noncommercial clubs and lodges, theater groups, recreational, conservation, and neighborhood associations, and cultural activities.

Use, service: An establishment where the principal use is the provision of services for individuals, business, and government establishments, and other organizations; as opposed to the selling of goods or merchandise. This term includes automotive services, business services, major vehicle service, and personal services, but does not include retailing uses, restaurants, residential social service facilities, or any industrial uses.

(1) *Service, automotive:* Where the provision of services is focused on the repair and maintenance of motor vehicles. Examples of automotive services include detailing, mechanical or interior repair, tune-ups, tire sales and service, and stand-alone car washes, and similar uses.

(2) *Service, business:* Where the provision of services is focused on support to professional office establishments. Some examples include copy centers, secretarial service, computer rental-repair service, internet service, and similar uses.

(3) *Service, major:* Vehicle or machinery service activities that do not meet the definition of automotive service shall be classified as major service. Examples include bus, truck or train terminal/maintenance facilities, commercial or industrial machinery repair shops, and body and paint shops.

(4) *Service, personal:* A service use primarily engaged in providing services involving the care of a person, his or her apparel, pets, or small appliances. Some examples include barbershops, beauty shops, dance studios, funeral homes, pet grooming, laundromats, dry cleaners (drop-off and pick up only), health and fitness clubs, caterers, window tinting, video tape/disc rentals, consumer goods rental and service centers, and similar uses.

Use, temporary: A use established for a fixed period of time with the intent that such use will terminate automatically upon expiration of the fixed time period.

Utility agreement: A written agreement between the City and a property owner that establishes the terms and conditions pursuant to which the City will provide water and/or wastewater service.

Utility facilities or *utility installations:* By way of illustration and not limitation, all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and any and all appurtenances thereto together with all real property, easements and rights-of-way necessary to provide water and wastewater service to property whether located on-site or off-site.

Variance: A modification of the strict terms of the regulations where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the regulation would result in unnecessary and undue hardship. As used in this regulation, a variance may be authorized only for area and size of structure, size of yards, open spaces, and flood damage protection regulations. The establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the district or uses in an adjoining district.

Variance, floodplain: Relating to flood damage protection, this term means a grant of relief from the requirements of Section 10.02 or the flood resistant construction requirements of the Florida Building Code that permits construction in a manner otherwise prohibited by Section 10.02 or the flood resistant construction requirements of the Florida Building Code.

Vegetation: Plant material, including trees, shrubs, groundcover, and vines, that are either existing or planted on a site.

Vehicle: Any device or conveyance for transporting persons or property over the public streets, including, but not limited to, any automobile, motorcycle, motor truck, trailer, van, semi-trailer, tractor-trailer combination, commercial vehicle or trailer, recreational vehicle or trailer, golf cart, and boat or boat trailer but it shall not include tractors, construction equipment or machinery, or any other device used to perform a job except as stated above.

Vehicle fueling position: A location next to a pump island at a service station or convenience store where a single vehicle obtains fuel simultaneously while other vehicles are being fueled. Typically, one fuel dispenser will provide two vehicle fueling positions located on opposite sides of the pump island.

Vehicle repair: The repair, rebuilding or reconditioning of motor vehicles or parts thereof, including collision service, painting, and steam cleaning of vehicles.

Vehicle sales: The sale of new and used motor vehicles.

Vehicular use area (VUA): Any area used by vehicles for driving or parking except public thoroughfares, including but not limited to areas for parking, display, storage or traverse of any and all types of motor vehicles, bicycles, watercraft, trailers, airplanes or construction equipment.

Veranda: A large, open porch, usually roofed and partly enclosed, as by a railing, and often extending across the front and sides of a house.

Vested development: A project that has received an entitlement to develop due to a City issued development order or permit for the project, such as a site plan approval or building permit or which meets the legal requirements for vesting. Such a project, having satisfied the City's concurrency requirements, shall be permitted to develop as per the terms of the development order or permit application. Should the development program of a "vested development" project be substantially modified in terms of density, intensity or facility impact from that development program described in the original permit application or development order, the project will lose its vested rights and be obliged to undergo a concurrency review per Chapter 7.

A project may also be a vested development if the City issued a development order or permit such as site plan approval or a building permit for the project prior to November 16, 2008. Such a project is not required to meet the concurrency requirements of Chapter 7, unless the project is significantly changed in terms of its density, intensity, or facility impact subsequent to such effective date, as determined by the City, in which case it will lose its vested development status and be obliged to undergo a review as per Chapter 7.

Vested rights: The right to undertake and complete the development and use of property under the terms and conditions of an approved site-specific development plan or an approved phased development plan for a specified time, regardless of changes in this Code.

Wall offset: A ledge or recess in a wall formed by a reduction in wall thickness above.

Wall (when referred to as a fence): An artificially constructed vertical barrier that is typically solid and constructed of stone, brick or masonry erected to enclose, restrict access to, screen, or separate areas.

Wastewater: A combination of any type of the water-carried wastes from residences, business buildings, institutions, industrial establishments, any and all other customers facilities, together with such ground, surface and stormwater as may be present, but does not mean or include hazardous or toxic wastes.

Wastewater system: As used interchangeably, means any and all wastewater or wastewater collection, transmission, treatment and disposal facilities currently owned, managed, controlled, or otherwise used or hereafter owned, operated, managed, controlled, or otherwise used by the City. Such system includes any and all improvements, extensions or additions thereto hereto constructed or acquired either form the proceeds of bonds or from any other sources, together with all property, real,

personal or mixed, tangible or intangible, currently or hereafter owned, operated, managed, controlled, or otherwise used by the City in connection therewith.

Waterbodies: Fresh and saltwater canals, ditches, lakes, marshes, rivers, swamps, and swales in the City.

Watercourse: A natural or artificial channel in which a flow of water occurs either continually or intermittently.

Watercraft: Any craft, vessel, or boat used or capable of being used as means of transportation on or under the water including watercraft such as houseboats and other watercraft not used primarily for transportation.

Water or *waters in the state:* Any and all water on or beneath the surface of the ground or in the atmosphere, including natural or artificial watercourses, lakes, ponds, or diffused surface water and water percolating, standing, or flowing beneath the surface of the ground, as well as all coastal waters within the jurisdiction of the state. [F.S. § 373.019 (22).]

Water distribution system:

(1) Water mains.

(2) Sub mains.

(3) Transmission.

(4) Storage and pumping facilities.

(5) Valves.

(6) House services.

(7) Meters.

(8) Other appurtenances.

Water system: As used interchangeably, means any and all water production, transmission, treatment, and distribution facilities currently owned, operated, managed, controlled, or otherwise used or hereafter owned by and/or operated by the City. Such system includes any and all improvements, extensions, or additions thereto hereafter constructed or acquired either from the proceeds of bonds or from any other sources, together with all property, real, personal, or mixed, tangible or intangible, currently or hereafter owned, operated, managed, controlled, or otherwise used in connection therewith.

Water surface elevation: The height, in relation to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) of 1988, or other datum specified on the Flood Insurance Rate Map (FIRM), of floods of various magnitudes and frequencies in the floodplains of coastal and riverine areas.

Water use zone: A grouping of spray, sprinklers, or micro irrigation emitters so that they can be operated simultaneously by the control of one valve according to the water requirements of the plants used and soil conditions.

Well: Any excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed for conveying groundwater levels or other characteristics, providing cathodic protection or providing a method of injecting water into the aquifer system from above the earth's surface.

Wellfield: A tract of land that contains a number of existing or proposed wells for the purpose of supplying public potable water.

Wellhead: The specific location of a well.

Wellhead protection zone: An area surrounding a public supply well or group of wells that has or have been established where special protective measures or land use activities are restricted for

purposes of protecting the quality of water contributing to public supply well(s). The following wellhead protection zones have been established:

(1) *Primary wellhead protection zone:* The innermost protective zone around a wellhead as defined by a 500-foot radius from a wellhead.

(2) *Secondary wellhead protection zone:* A delineated area around favorable potable water production areas for the Floridan and intermediate aquifer as determined by the Land Use Administrator.

Wetland: Those areas inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological or reproductive adaptations, have the ability to grow, reproduce or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto. The landward extent of wetlands is delineated pursuant to Sections 62-340.100 through 62.340.550, FAC as ratified by F.S. § 373.4211 (Subsection 40C-4.021(30), FAC).

Wetland buffer: See *Buffer, wetland*.

Wetland quality assessment method: According to the Uniform Mitigation Assessment Method (UMAM), a score is determined by calculating the average of the three quality assessment criteria: Location and Landscape Support, Water Quality, and Community Structure (Chapter 62-345, FAC). The score will range from zero to one.

Wetland systems, named: The following wetland and surface water systems shall be designated named wetland systems:

(1) Graham Swamp.

(2) Long Creek.

(3) Pellicer Creek.

(4) Hulett Branch.

(5) Hulett Swamp.

(6) Pringle Branch.

(7) Pringle Swamp.

(8) Styles Creek.

(9) Hominy Branch.

(10) Big Mulberry Branch.

(11) Gore Lake.

(12) Black Branch.

(13) Black Branch Swamp.

Wheel stop: A bumper or block placed at the head of a parking stall to restrain the vehicle from moving or overhanging any pedestrian access way.

Wing: A part of a building projecting from and subordinate to a central or main part.

Wireless communication facilities: Any staffed or unstaffed location for the transmission and/or reception of radio frequency signals, or other personal wireless communications, as defined in the Telecommunications Act of 1996, and usually consisting of an antenna or antenna array, transmission cables, feed lines, equipment cabinets, towers, cabling, antenna brackets, and other such equipment. The following shall be deemed a wireless communication facility: new, replacement, or existing towers, government-owned towers, modified towers, collocation on existing towers or base stations, attached concealed and non-concealed antenna, dual purpose facilities, DAS, small cell, concealed towers, and non-concealed towers, so long as those facilities are used in the provision of personal wireless services as that term is defined in the Telecommunications Act.

Xeric: Native plants as well as other trees, shrubs, ground covers, and vines proven to survive only on natural rainfall after a sufficient plant establishment period.

Yard: The open space existing on the same lot with a principal building, unoccupied and unobstructed by buildings from the ground to the sky, between the lot lines and building line.

Zero lot line: An arrangement of development on adjoining lots in which the required side yard offsets is reduced on one side and increased on the other so that the sum of the offsets on any lot is no less than the sum of the required offsets. No building or structure shall be closer to a lot line than five feet, unless it abuts the lot line and provided with an access easement of five feet on the adjoining lot or abuts a building or structure on the adjoining lot. The offset adjacent to property not included in the zero lot line development or a street shall not be less than that required in the zoning district. All required building codes shall be adhered to (i.e. firewalls, etc.).

Abbreviations

/ = per	ad = advertisement	max. = maximum	min. = minimum
% = percent	ac. = acre; acres	' = foot; feet	ft. = foot; feet
" = inch; inches	ht. = height	sf = square foot; square feet	sq. ft. = square foot; square feet
n/a = not applicable	gal. = gallon(s)	pop. = population	*FS = Florida Statutes*
FAC = Florida Administrative Code		CMS = Concurrency Management System	

(Ord. No. 2009-26, § 97, 12-15-09; Ord. No. 2012-3, § 6, 5-1-12; Ord. No. 2013-9, § 3, 11-19-13; Ord. No. 2015-08, § 4, 7-21-15; Ord. No. 2016-4, § 1, 3-15-16; Ord. No. 2016-6, § 2, 11-1-16; Ord. No. 2017-19, § 2, 10-17-17; Ord. No. 2018-02, § 6(Att. B), 2-6-18; Ord. No. 2018-13, § 3, 4-17-18; Ord. No. 2018-21, § 4, 10-2-18; Ord. No. 2018-24, § 3, 11-6-18; Ord. No. 2020-09, § 3, 8-18-20; Ord. No. 2021-22, § 3, 10-5-21)

Response to Comments from September 15 City Council Public Hearing			
Section	**LDC Language**	**Comment**	**Response**
10.02.12 Subdivisions	A. Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that: ... 4. There is 2ft of freeboard from the Finished Floor Elevation to the Base Flood Elevation for any habitable area.	Concern that the 2' freeboard requirement may negatively impact existing adjacent properties due to elevation differences.	Based on correspondence with Floodplain Coordinator. Homes are being built with a 2' freeboard (although not required) these homes have not caused an impact to surrounding structures.
10.02.18 Other Development	A. General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall: ... 6. Demonstrate that there is at least 2ft of freeboard from the Finished Floor Elevation to the Base Flood Elevation for accessories that service a habitable area. i.e. generator, a/c unit, etc.	Concern that the 2' freeboard requirement may negatively impact existing adjacent properties due to elevation differences.	See response above.
10.05.02 and 10.05.03	10.05.02. Lands not subject to cultural resource survey. A cultural resource field survey and assessment report is not required for parcels that have undergone a cultural resource investigation within 5 years from the time of application, and the assessment concludes that the land does not contain cultural resources that are considered by the Florida Department of Historical Resources State Historic Preservation Officer to be significant or potentially significant. A copy of correspondence from the state historic preservation officer shall be submitted to the City, verifying that the subject property does not contain significant or potentially significant cultural resources. 10.05.03 Lands subject to cultural resource ~~investigation~~assessment survey and other archeological investigation. A Phase 1 cultural resource investigation shall be accomplished before the issuance of a development order or permit or prior to the commencement of construction activities, or any other physical impact or disturbance of land that:	Concern that there is no exception for existing platted lots from providing cultural survey. This would be an added cost to a homebuyer.	The City Attorney has drafted a Historic Preservation Ordinance that as currently drafted would provide an exception to existing ITT lots. Staff is recommending that additional changes to Chapter 13 regarding Historic Preservation be comprehensively addressed as part of the proposed Historic Preservation Ordinance.
13.02.03	13.02.03. *Coastal building visual relief.* Non-residential b~~B~~uildings within 300 feet of the Intracoastal Waterway shoreline shall be oriented to provide one foot of unobstructed view from the right of way to the waterfront for each three feet of view obstructed by the building.	Clarification.	Staff further clarifies that this condition applies to non-residential buildings only.
13.02.06 General Requirements	The following architectural design requirements shall apply to all new development and construction, redevelopment, and alterations to existing structures within the City. Alterations shall include any change, addition, or modification including, but not limited to, repainting, that affects any of the elements governed by these architectural design criteria.	Question of whether previous amendments deleted color regulations or use of LRV for determining permitted colors.	The amendments in the current draft of the LDC includes the LDC amendments from September 2, 2025 (Ordinance #2025-16)
13.03.04 Mechanical Equipment	Mechanical equipment. Mechanical equipment such as, but not limited to, air conditioning units, pool pumps, generators, back flow preventers, and gas tanks shall be screened from view of the public right-of-way and access easements with landscaping and/or fencing in compliance with City regulations.	Question of whether this regulation would require screening of mechanical equipment from side yards.	The only proposed amendment for this section is the addition of "back flow preventers" as an example of mechanical equipment. There will be no material change for buffering requirements for mechanical equpment. Mechanical equipment will continue to be required to be screened if visible from public right-of-way and access easement. (for clarification driveways are not considered as access).
13.05.07 Mechanical equipment, utilities, and storage areas.	B(1). Loading areas or docks, outdoor storage, waste disposal, mechanical equipment, satellite dishes, truck parking, and other service support equipment shall be located behind the building line and shall be fully screened from the view of adjacent properties ~~both~~ at ground ~~and rooftop~~ levels ~~s~~ by walls made of masonry, brick, or durable man-made materials.	Will code require industrial to industrial buffering. Clarify what it means to be screened from view at "rooftop levels"	The current code requires buffers between industrial zoned properties. No additional buffers would be required. "Rooftop levels" means that when mechanical equipment is on roof, they need to be shielded. The requiurement for shielding is a requirement of the existing code.
Buffering Requirements for Subdivisions with elevation difference.			The following condition is in the proposed amendments to the Land Development Code. Section 4.01.02C 5. Only perimeter fences and walls may exceed maximum permitted height by up to two feet (maximum of 8') if they are part of an approved or required landscape buffer meeting the requirements of Chapter 11, or to address significant differences in grading between the subdivision or adjacent property. Additionally, staff has proposed an amendment to Table 11-5 to require buffers between residential development due to vertical differences of greater than 2 feet. The proposed amendment is attached to this table.

New language to require buffers between residential areas due to vertical difference.

Section 11.03.05 Landscape Buffer Requirements

Table 11-5. Perimeter Buffer Requirements[5]

	Zoning of Proposed Development				
	AGR, PRS, P & G	**SFR, DPX, EST**	**MFR, MHD**	**OFC, COM, MPD[1], PSP[2]**	**IND**
Adjoining Zoning/Use (shown below):					
AGR, PRS, P&G	None	None	None	None	None
SFR, DPX, EST	None	~~None~~ D,E, or F[1A]	D, E or F	D, E or F	D, E or F
MFR, MHD	None	~~None~~ D, E, or F[1A]	C	D, E or F	D, E or F
OFC, COM, MPD [1] , PSP [2]	None	None	C	C	D, E, or F
IND	None	None	C	C	C
Non Specially Designated Roads	None	A	A	A	A
Specially Designated Segments Palm Coast Parkway, Palm Harbor Parkway and Colbert Lane [3]	None	B	B	B	B
Other Specially Designated Roads or Segments Thereof [4]	None	G	G	G	G
Retention Pond, Lake, or Canal	None	None	None	C	D, E or F

[1] In the MPD zoning district the requirements shall revert to the underlying zoning district or use for the subject property, as described within the MPD Agreement.
[1A]Buffer requirements only when the Finished Floor Elevation differs by 2' or more.
[2] Requirements in the PSP zoning district shall revert to the existing or proposed use on the property, as determined by the Land Use Administrator.
[3] Segments are limited to Palm Coast Parkway east of I-95, Palm Harbor Parkway south of the Hammock Dunes Bridge, and Colbert Lane from the south right-of-way line of Palm Coast Parkway SE to 2,200 feet to the south.
[4] Other specially designated roads or segments thereof, include the following: Belle Terre Parkway, Belle Terre Boulevard, Colbert Lane (segment north of Palm Coast Parkway SE and segment more than 2200 feet south of Palm Coast Parkway SE), Cypress Point Parkway, 1-95, Matanzas Woods Parkway, Old Kings Road, Palm Coast Parkway (segment west of 1-95), Palm Harbor Parkway (segment north of the Hammock Dunes Bridge), Pine Lakes Parkway, Royal Palms Parkway, S.R. 100, Seminole Woods Parkway, U.S. 1, and White View Parkway.

[5]Land Use Administrator may add landscaping from other buffer areas to create more impactful buffer.

Table 11-6 Buffer Design Standards

Type	Width[1]	Shade Trees per Linear Feet	Maximum Shade Tree Spacing per Linear Feet	Understory Trees per Linear Feet	Short Screen or Tall Screen	Accent Planting per Linear Feet	Decorative Wall/Fence
A	10'	1/50'	75'	1/50'	Short Screen	N/A	N/A
B	35'	1/50'	75'	1/50'	Short Screen	30/100'	N/A
C [2]	10'	1/50'	75'	Optional	Short Screen [3]	N/A	N/A
D [2]	10'	1/50'	75'	Optional	Not Required	30/100'	Decorative Wall
E [2]	20'	1/50'	75'	Optional	Tall Screen	N/A	Optional
F [2]	15'	1/50'	75'	Optional	Not Required	30/100'	Fence
G	25'	1/50'	75'	1/50'	Short Screen	30/100'	N/A

PART I. - REVIEW AUTHORITY AND ENFORCEMENT

Sec. 2.01. - Purpose and Intent.

The purpose of this Part is to establish the administrative structure for the implementation and enforcement of the Land Development Code.

Sec. 2.02. - Review Authorities.

The following review authorities are established to administer the provisions of this LDC under the authority prescribed by this LDC and Florida law.

2.02.01. *City Council.* In addition to any authority granted to the City Council by state law or the Code of Ordinances of the City of Palm Coast, the City Council shall have the following powers and duties with regard to this LDC:

A. To provide for the approval or denial of applications promoting orderly development consistent with the City's Comprehensive Plan and this LDC.

B. To provide for the approval or denial of subdivision plans and other development plans consistent with the Comprehensive Plan and this LDC.

C. To conduct public hearings as may be necessary in the discharge of its duties.

D. To amend this LDC, after review and recommendation of the Planning and Land Development Regulation Board.

E. To hear and decide appeals pertaining to decisions of the Planning and Land Development Regulation Board.

F. To set fees as necessary to implement the provisions of this LDC.

G. To assess enforcement penalties for failure to comply with this LDC.

H. To take such other action not delegated to decision-making and administrative bodies designated in this LDC, as the City Council may deem desirable and necessary to implement the provisions of this LDC and the Comprehensive Plan.

2.02.02. *Planning and land development regulation board.* Chapter 2, Article V, Division 5 of the City of Palm Coast Code of Ordinances establishes the Planning and Land Development Regulation Board. In addition to the membership and duties specified in the Code of Ordinances, the Planning and Land Development Regulation Board shall meet the following requirements:

A. *Membership.*

1. The members of the Planning and Land Development Regulation Board shall reside in the City.

2. At least one Planning and Land Development Regulation Board shall be appointed from each City Council district.

3. No Planning and Land Development Regulation Board member shall serve in office for more than two consecutive four-year terms. A member whose term expires may continue to serve until a replacement is appointed.

4. Membership shall be based on experience or interest in the field of planning and zoning and may include the following occupations, when feasible. In no event, however, shall the Planning and Land Development Regulation Board include more than two members from the same field:

a. An architect or a landscape architect;

b. An engineer;

c. A realtor or a developer;

d. An environmentalist; and

e. A lawyer.

B. *Removal from office.*

1. Planning and Land Development Regulation Board members shall serve at the pleasure of the City Council.

2. If a member of the Planning and Land Development Regulation Board is absent for three regularly scheduled meetings without being excused prior to said meeting by the chair or who misses a total of five meetings in any 12 consecutive months, said member shall forfeit his or her office and it shall be deemed vacant.

3. Any vacancy occurring during the unexpired term of office of any member shall be filled by the City Council for the remainder of the term.

C. *Powers and duties.* The Planning and Land Development Regulation Board shall have the following powers and duties:

1. Hear applications for Comprehensive Plan amendments, zoning map amendments, master planned developments, master plans, special exceptions, and variances.

2. The Planning and Land Development Regulation Board is hereby designated as the local planning agency as required by F.S. § 163.3174. The Planning and Land Development Regulation Board shall prepare, or cause to be prepared, the elements of the Comprehensive Plan as required in F.S. § 163.3177, and any other appropriate elements, and shall make recommendations regarding the Comprehensive Plan to the City Council. It shall have the general responsibility for the conduct of the Comprehensive Planning Program, monitoring and overseeing the effectiveness and status of the Comprehensive Plan, and recommending to the City Council such changes in the Comprehensive Plan as may, from time-to-time, be required. It shall perform any other duties assigned by the City Council and may prepare and recommend to the City Council any other proposals to implement the Comprehensive Plan.

3. The Planning and Land Development Regulation Board is hereby also designated as the land development regulation board in accordance with the provisions of F.S. § 163.3194. The Planning and Land Development Regulation Board shall develop and recommend to the City Council land development regulations that implement the Comprehensive Plan and amendments thereto for consistency with the Comprehensive Plan. Amendments to the Land Development Code that relate purely to technical matters shall be considered on the basis of the technical matters submitted only.

2.02.03. *Land Use Administrator.*

A. The Land Use Administrator shall review and act upon any and all applications for development orders and permits that are issued by any person or body other than the City Council or the Planning and Land Development Regulation Board in which cases the Land Use Administrator shall provide for reviews and recommendations as appropriate.

B. The Land Use Administrator is authorized to make necessary interpretations of this LDC and to interpret the permissible, prohibited, and special exception land uses listed in each zoning district upon a written request for an interpretation being submitted to the Land Use Administrator together with any prescribed fee. The request shall contain sufficient information to enable the Land Use Administrator to make the necessary interpretation.

C. The Land Use Administrator is authorized to interpret the zoning map and to act upon disputed questions of district boundary lines and similar questions upon an application for an interpretation being submitted to the Land Use Administrator together with any prescribed fee. The application shall contain sufficient information to enable the Land Use Administrator to make the necessary interpretation.

Table 2-1—Development Order Approvals

DEVELOPMENT LEVEL	DEVELOPMENT TYPE/INTENSITY	FINAL APPROVAL AUTHORITY
MINOR Tier 1: Nonresidential site plans up to 40,000 square feet of building and/or multi-family residential projects not to exceed 40 residential units	Administrative Deviation of Standards	Land Use Administrator [1]
	Nonstatutory Subdivisions	
	Preliminary and Final Plats (regardless of the number of units are Tier 1)	
	Technical Site Plans for Tier 1 developments; Tier 2 developments with an approved Master Site Plan; and Tier 3 developments with an approved Master Site Plan	
	Subdivision Master Plans for nonresidential and for residential up to 100 units	
	Developments pursuant to the Live Local Act regardless of size or number of units	
MODERATE Tier 2: Nonresidential site plans over 40,000 square feet of building up to 100,000 square feet of building and/or multi-family residential projects over 41 residential units not to exceed 100 units	Special Exceptions	Planning and Land Development Regulation Board
	Variances	
	Master Site Plans for Tier 2 Developments	
	Technical Site Plans for Tier 2 developments without a master plan	
	Nonresidential Controlling Master Site Plans for Tier 2 developments	
	Subdivision Master Plans for residential greater than 100 units	

MAJOR Tier 3: Nonresidential site plans over 100,000 square feet of building and/or multi-family residential projects over 100 residential units	Vested Rights Determinations	City Council
	Zoning Map Amendments/Master Planned Developments	
	Development Agreements	
	Master Site Plans for Tier 3 developments	
	Technical Site Plans for Tier 3 developments without a master plan	
	Nonresidential Controlling Master Site Plans for Tier 3 developments	
	Developments of Regional Impact or amendments to Developments of Regional Impact	

[1] The Land Use Administrator shall, on a regular basis, submit a report to the Planning and Land Development Regulation Board listing all minor level developments that have been approved during a specified period.

PART II. - DEVELOPMENT ORDERS AND AGREEMENTS—APPLICATIONS AND PROCEDURES

Sec. 2.03. - Purpose and Intent.

The purpose of this Part is to set forth the basic procedures and criteria to implement this LDC with regard to receiving, reviewing, and rendering decisions on applications for development orders, agreements, and amendments to the Official Zoning Map. These procedures shall be applied and interpreted in a manner recognizing both the legislative and quasi-judicial aspects of the local government decision-making process. The Land Use Administrator shall accomplish the administration of this LDC, but may delegate authority as deemed appropriate. The City will not establish procedures and administer policies inconsistent with the Comprehensive Plan, Code of Ordinances, and policies established by City Council.

Sec. 2.04. - Applicability.

No person shall undertake the development or subdivision of land within the corporate limits of the City except pursuant to a valid development order issued in accordance with all legal requirements. All development shall be consistent with the Comprehensive Plan. All development shall meet City requirements prior to the approval and issuance of any development order, unless specifically exempted as a condition of the development order. The requirements contained in this section, in addition to the specific requirements noted for each type of application within this Part, shall apply to all development orders.

2.04.01. *Development order required.* Development orders require different levels of approval depending on the intensity and type of project. Table 2-1 shows the level of approval required for each type of development activity. Before submitting a development order application for review and to determine which level an application falls into, the developer shall provide the Land Use Administrator with sufficient information to make a determination.

2.04.02. *Exceptions.* No development order shall be required when:

A. The application for development involves minor remodeling or new construction of a detached single-family dwelling or duplex residential building and it meets all the applicable LDC requirements and regulations. Such development may directly make

application for a building permit.

B. The development or redevelopment activity is included as part of a larger plan of development or a phased development for which a development order has been previously issued pursuant to this LDC.

C. Altering an existing building or structure so long as no increase is made to its nonresidential gross floor area, its use, its height, or the amount of impervious surface on the site.

D. Changing the use of a property/building provided that:

1. The new use is allowed in the applicable zoning district, and

2. The new use does not increase the density or the intensity of the development on the real property.

E. Erecting a sign or replacing protected trees on a previously developed site and independent of any other development activity on the site.

2.04.03. *Building permit required.* It shall be unlawful to change the use of an existing structure, modify an approved site plan, commence the clearing of land, excavations for, or the construction of any building or other structure, including accessory structures, or to store building materials, or erect temporary field offices, or to commence the moving, alteration, or repair of any structure, including accessory structures, until the Land Use Administrator has issued a building permit authorizing such development. Review and approval of building permits shall be in accordance with Article 2, Chapter 15 of the City of Palm Coast Code of Ordinances.

(Ord. No. 2024-17, § 2, 11-12-24)

Sec. 2.05. - Development Orders and Agreements—General Requirements.

2.05.01. *General administrative principles.* The following principles apply to the development application process:

A. Copies of documents, reports, publications, administrative rules, and other similar matters that are referred to in the provisions of this LDC shall be filed and retained in the office of the City Clerk.

B. When state or federal codes are referenced in this LDC, the most recent enactment or amendment of that regulation shall apply.

C. When calculations are made in the course of the implementation of this LDC, numbers shall be rounded to the nearest whole number unless otherwise specifically stated in this LDC.

D. Fees called for in this LDC for the various applications and processes shall be established in a resolution adopted by the City Council; provided, however, that the Land Use Administrator may establish the appropriate fee for actions and activities not specifically set forth in a fee resolution after considering the range of fees set forth in the City Council's resolution and shall present proposed amended fee resolutions to the City Council, as needed, from time-to-time.

E. The Land Use Administrator is charged with promulgating the forms and procedures necessary to administratively implement this LDC.

F. Whenever a reference is made in this LDC to "the City" or "City staff" such reference shall mean the Land Use Administrator unless the context clearly indicates to the contrary.

G. The City shall adhere to the controlling requirements of state law relative to the processing, hearing and rendering decisions with regard to legislative and quasi-

judicial matters. The City shall approve development orders and deny development orders as appropriate and in recognition of the public's right and the rights of property owners to articulated decisions on land use matters.

H. Although a glossary of defined terms and various definitions of terms are set forth in Chapter 14, not all terms may be defined and, to that end, the City may refer to and rely upon definitions set forth in the Florida Statutes, the Florida Administrative Code, the Florida Building Code, or as found in the Merriam-Webster Dictionary in order to assist in the administration of this LDC.

I. The rendering of a decision shall mean the filing of a written development order or a written denial of a development order in the office of the City Clerk.

J. Upon a final decision made by the City Council after all internal appeals being timely filed and determined, applicants may seek timely appeals of actions in a court of competent jurisdiction.

K. A change of use shall require appropriate reviews and permitting if the proposed new use increases the density or intensity of the development on real property. A change of use occurs when an existing use or occupancy of land, or a building, is replaced by another use or occupancy.

2.05.02. *Neighborhood meeting requirements.*

A. *Meetings required.* Developers are required to hold a neighborhood meeting for the following application types:

1. Single-family and multifamily residential developments. Developments pursuant to the Live Local Act shall not require a neighborhood meeting.
2. Development of regional impact.
3. Master planned development.
4. Zoning map amendments.
5. Other projects as deemed necessary by the Land Use Administrator on a case-by-case basis based upon potential impacts to the City or abutting or proximate property owners.

The meeting shall be held at least 14 days prior to an application being heard in the first step of the review/approval process. The Land Use Administrator may waive the requirement for a neighborhood meeting if the project is part of a multiphase project for which meetings have been held previously. A request to waive the requirement for a neighborhood meeting must be made in writing to the Land Use Administrator and contain the reason(s) for the request.

B. *Notification required.* Neighborhood meetings shall be noticed to property owners owning property located within 500 feet of the boundary lines of the property proposed for development. The notice shall state the date, time, and location of the neighborhood meeting. A location map of the project location shall be included with the notification along with other documentation as requested by City staff. The notice shall be sent/postmarked at least 14 days prior to the neighborhood meeting. A copy of the notice shall be provided to the City.

C. *Meeting criteria.* The neighborhood meeting shall be held in the evening in a location of close proximity to the subject property that is capable of accommodating such meeting. The meeting shall not start earlier than 5:30 p.m. and shall not be scheduled on the same night as a PLDRB or City Council Regular meeting. The applicant shall conduct the meeting and provide necessary information and materials to attendees that address the proposed development. The applicant shall ensure that audio-visual equipment is adequate to assist in making sure that attendees may fully participate in

the proceedings. The applicant shall provide a sign-in sheet and take notes of public comments. A copy of the sign-in sheet and comments shall be provided to the City prior to the next step in the approval process.

D. *Post-meeting.* The applicant shall provide the following materials within 10 days after the neighborhood meeting:

1. A copy of the meeting notification.
2. A list of who was notified of the meeting.
3. A copy of all materials distributed at the meeting.
4. A list of names and addresses of attendees as provided on sign-up sheets from the meeting.
5. A summary of the issues raised by the attendees.
6. A description of how the proposal addresses the issues that were raised at the meeting.

E. *Additional meetings.* The Land Use Administrator may require that additional neighborhood meetings be held if the application is substantially modified from that which was presented at the previous neighborhood meeting.

2.05.03. *Public hearing notice requirements.*

A. All notices for vacating plats, variances, special exceptions, appeals (as applicable), and amendments to the Official Zoning Map or LDC, shall be published as required by state law and, where applicable, City regulations. If there is ever a conflict between the provisions of this LDC and state law relative to notices, the more stringent regulation shall apply.

B. Prior to the hearings provided for under this chapter, the applicant shall send notices, prepared by City staff, to all applicable property owners as outlined in Table 2-2. The names and addresses of the property owners shall be obtained by the applicant from the Flagler County Property Appraiser's Office. The notice shall be sent via certified mail and shall provide information as to the nature of the requested application and the date, time, and location of the public hearing. No other documents shall be provided within the envelope. The Land Use Administrator shall promulgate rules relating to whether the applicant or the City will be responsible for mailing the notices to the required property owners by certified mail and the costs relating thereto.

C. Abutting property means any property that is immediately contiguous to property that may be subject to a hearing or that is immediately across any road or public right-of-way from the property subject to such hearings.

D. Signs, as required, shall be posted in a conspicuous place on the subject property no later than the timeframe specified in Table 2-2.

E. At least ten calendar days prior to the required hearing, if applicable, the applicant shall submit an affidavit to the City stating that the notification requirements have been met in accordance with this section.

Table 2-2: Notification Requirements for Public Hearings

	Planning and Land Development Regulation Board (PLDRB)	**City Council Ordinance 1st reading**	**City Council Ordinance 2nd reading**	**Judicial or DCA**

Appeal Administrative Decision	N/A	N/A	N/A	N/A
Appeal PLDRB Decision	N/A	Applicant mails letters, if deemed applicable by the Land Use Administrator, at least 14 calendar days prior to hearing.	N/A	N/A
Vacating Plat	N/A	In accordance with Florida Statutes	N/A	N/A
Variance	Applicant mails certified letters to abutting property owners at least 14 calendar days prior to hearing.	N/A	N/A	N/A
Special Exception	Applicant mails certified letters to abutting property owners at least 14 calendar days prior to hearing.	N/A	N/A	N/A
LDC Amendment	Display ad published at least 14 calendar days prior to hearing.	Display ad published at least 14 calendar days prior to hearing.	Display ad published at least 14 calendar days prior to hearing/adoption	N/A
Zoning Map Amendment (owner initiated)	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing/adoption.	Petition shall be presented to the Circuit Court within 30 days of final action by City Council.

Zoning Map Amendment (City initiated, less than 10 acres)	Signs posted at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Signs posted at least 30 calendar days prior to hearing. Notification letters mailed at least 30 calendar days prior to hearing to each real property owner of parcels to be rezoned. Display ad published at least 14 calendar days prior to hearing.	Signs posted at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Petition shall be presented to the Circuit Court within 30 days of final action by City Council.
Zoning Map Amendment (City initiated, 10 or more contiguous acres)	Signs posted at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Signs posted at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Signs posted at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing/adoption.	Petition shall be presented to the Circuit Court within 30 days of final action by City Council.
Development Agreement and Amendments[1]	N/A	In accordance with Florida Statutes	In accordance with Florida Statutes	In accordance with Florida Statutes
Comprehensive Plan Amendments	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	In accordance with Florida Statutes
DRI Amendments	Display ad published at least 14 calendar days prior to hearing.	Display published ad at least 14 calendar days prior to hearing.	Display ad published at least 14 calendar days prior to hearing.	In accordance with Florida Statutes

[1] This is not applicable to development agreements related to the zoning of property.

2.05.04. *Review procedures.* This section establishes the review process for development orders. More specific requirements for certain development orders are included in those particular sections within this Part.

A. *Owner; owner representative.* If an application relates to a specific real property, it shall be heard only if it is presented by the person(s) owning 51 percent or more of that land, or an authorized representative of the owner(s), or upon an administrative application by the City Council.

B. *Right of entry for survey, examination, and inspection.* An application submittal shall grant any person acting under the direction of the Land Use Administrator in the performance of functions and duties pursuant to this LDC to enter upon such land and make inspections, examinations, and surveys as necessary in its administration and enforcement.

C. *Preapplication meeting.* Prior to filing an application for development, an applicant desiring to develop or plat property within the City may schedule a preapplication meeting with the Land Use Administrator. The applicant shall submit a preapplication package that meets City requirements. Following the preapplication meeting, the applicant shall hold neighborhood meetings as required in this chapter prior to the first step in the review/approval process.

D. *Completeness review.* An application shall be submitted in accordance with City requirements. Minimum requirements for an application for a development order are posted on the City website. Compliance review will not commence until such time that the application is deemed complete by the Land Use Administrator (LUA).

1. Within 5 business days after receiving an application for approval of a development order, the Land Use Administrator (LUA) shall confirm receipt of the application using the contact information provided by the applicant.

2. The LUA will make a determination of completeness within 30 days from receipt of the application. If the application is deemed incomplete, it shall be returned to the applicant The applicant will be issued a letter indicating that all required information is submitted or specifying with particularity any areas that are deficient. and the same process followed until it is determined to be complete. When the Land Use Administrator has determined that an application is complete, correspondence will be sent to the applicant and the date of that correspondence will serve as the first day of the compliance review period.

3. For applications that do not require final action through quasi-judicial hearing or public hearing the LUA must approve, approve with conditions, or deny the request within 120 days after the application has been deemed complete. For applications that require final action through quasi-judicial hearing or public hearing the LUA must approve, approve with conditions, or deny the request within 180 days after the application has been deemed complete. Both parties may agree to a reasonable request for an extension of time, particularly in the event of a force majeure or other extraordinary circumstance.

4. The timeframes contained in this subsection restart if an applicant makes a substantive change to the application. As used in this subsection, the term “substantive change” means an applicant-initiated change of 15 percent or more in the proposed density, intensity, or square footage of a parcel.

5. If the stated timeframes are not met by the LUA, the applicant may be issued a refund of the application fee, or portion thereof, as outlined in Florida State Statute 166.033 (4).

E. *Revisions to development order applications.* If an application is modified after submittal, the following requirements shall apply:

1. *Major modification.* A major modification of plans initiated by the applicant during the compliance review process that is not in response to City comments may be determined to constitute a new application submittal by the Land Use Administrator.

2. *Application/document changes.* Ownership and/or mortgage holder changes shall require a new signed application cover sheet with updated signatures and a new title opinion as well as additional information that may be required. Changes to the application may require additional review by the Land Use Administrator.

F. *Applications withdrawn, abated, and abandoned.*

1. *Withdraw.* Any application may be withdrawn, prior to any action required, at the discretion of the applicant upon written notice to the City. The withdrawal of an application shall not result in a refund of the application fee.

2. *Abated applications.* An application shall be abated when no activity occurs for six consecutive months. The Land Use Administrator shall issue a notice of abated application to the applicant. Any submittal after the issuance of a notice of abated application shall require the payment of an abated application fee and must comply with any amendments to this LDC or other applicable state regulations after the last review of the application.

3. *Abandoned applications.* An application shall be abandoned when no activity occurs for 12 consecutive months. The Land Use Administrator shall issue a notice of abandoned application to the applicant. Any submittal after the issuance of a notice of abandoned application shall constitute a new application.

G. *Applications for minor development—Land use administrator approval.*

1. Following a completeness determination as described in Sec. 2.05.04.D. the Land Use Administrator shall approve, approve with conditions, or deny the application for a development order within 120 days.

H. *Application for moderate and major development—Planning and land development regulation board or city council approval.* The review process for a moderate or major development shall include:

1. Following a completeness determination as described in Sec. 2.05.04.D., an application requiring final action through a quasi-judicial hearing or public hearing must be approved, approved with conditions, or denied within 180 days.

2. After verification that the application for a moderate or major development has complied with all applicable requirements of this LDC, the application shall be placed upon the next practicable agenda of the Planning and Land Development Regulation Board in accordance with published schedules and deadlines. After 60 days of application submittal the applicant may request the application be on the next appropriate agenda.

3. The Land Use Administrator shall forward the application, along with its recommendations, to the Planning and Land Development Regulation Board for consideration. Based on the application, the requirements of this chapter, and the recommendations of City staff, the Planning and Land Development Regulation Board may approve, approve with conditions, or deny a development order, or prepare recommendations for the consideration of the City Council if it involves a major development, as defined in Table 2-1.

4. If applicable, following review by the Planning and Land Development Regulation Board, the application shall be placed upon the next practicable agenda of the City Council. Based on the application, the requirements of this chapter and the recommendations of the Planning and Land Development Regulation Board, the

City Council shall approve, approve with conditions, or deny the application.

I. *Conditions and safeguards.* In granting any development order, the approving authority may prescribe appropriate conditions and safeguards in conformity with this LDC. The approving authority shall render a decision to either:

1. Approve the request as submitted; or
2. Approve the request with conditions; or
3. Deny the request.

Violation of conditions and safeguards made a part of the approval shall be a violation of this LDC.

J. *Development order denial.* In the event an application for a development order is denied, the City shall issue a denial development order citing the applicable portions of an ordinance, rule, statute, or other legal authority for the denial of the request for a development order or permit. The Land Use Administrator may provide comments and recommendations relating to applications prior to taking action to deny a development order.

K. *Due process.* The timeframe for City review, process, and public hearings for all accepted application types shall follow Florida State Statute 166.033 as provided in LDC Section 2.05.04.D. After 60 days of application submittal the applicant may request the application to be on the next appropriate agenda, if applicable.

L. *Independent review of applications.* The City may engage necessary technical consultants for the review of an application or a specific technical aspect of an application. The costs of such review shall be paid by the applicant.

2.05.05. *Review findings.* When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following including, but not limited to:

A. The proposed development must not be in conflict with or contrary to the public interest;

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;

C. The proposed development must not impose a significant financial liability or hardship for the City;

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants; and

E. The proposed development must comply with all other applicable local, state, and federal laws, statutes, ordinances, regulations, or codes.

2.05.06. *Effect of development orders.* The issuance of a development order does not authorize the disturbance of any part of the subject property involved. A development order only authorizes the filing of an application for another development order or a building permit.

A. *Other permits required.* In addition to obtaining a development order from the City, the developer must also obtain all other applicable permits or exemptions, as may be required by law, pursuant to Florida Statutes Chapter 166.033.

B. *Valid period.* Development orders shall remain valid for a period of 12 months from the date of issuance. In the event the applicant provides documentation that federal and/or state permits are in the process of being obtained, the expiration date of the

development order may be extended in accordance with Subsection 2.05.06.E. However, a final plat development order shall remain valid until the subdivision or any part thereof is abandoned in accordance with City and state law.

C. *Commencement of construction pursuant to a valid building permit.* If construction on a site has commenced during the valid period of a final site plan development order and pursuant to a valid building permit, construction may continue after the development order expires as long as the building permit remains valid.

D. *Commencement of construction during valid period of a preliminary plat.* If construction of the required improvements in a subdivision has commenced during the valid period of a preliminary plat development order, the improvements may be completed in accordance with the approved development order beyond its valid period provided the final plat development order has been issued and the subdivision has a valid certificate of concurrency. Construction of the required improvements in a subdivision shall be completed or shall be guaranteed for completion pursuant to City requirements.

E. *Extension of a development order.* Within three months before the expiration of any development order, the developer may request an extension not to exceed 24 months provided the development has a valid certificate of concurrency. All requests shall be submitted to the Land Use Administrator in writing and shall state the reason(s) for the extension.

F. *Recording.* All development orders, except denial development orders, and any extension, or minor modification thereto, shall be filed with the City Clerk and recorded at the expense of the applicant.

2.05.07 *Modifications to an approved development order.*

A. The Land Use Administrator may approve minor technical modifications to an approved development order. In determining whether a proposed modification is minor, all of the following shall apply:

1. The proposed modification shall not adversely affect traffic circulation on or off-site.

2. The proposed modification shall not increase the density, intensity, or height of the approved development.

3. The proposed modification shall comply with all codes, rules, and regulations of the City and any other federal or state agency, and shall not require a variance.

B. Requests for modifications that do not meet the requirements in this subsection shall be reviewed by the applicable approval authority.

(Ord. No. 2024-12, § 2, 5-7-24; Ord. No. 2024-17, § 3, 11-12-24)

Sec. 2.06. - Official Zoning Map Amendments.

2.06.01. *Purpose.* This section is established to provide for zoning map amendments, as may be necessary or desirable from time-to-time, through a review by the Planning and Land Development Regulation Board and the City Council.

2.06.02. *Applicability.* An application to amend the Official Zoning Map (rezoning) may be filed by the Land Use Administrator, the City Council, the Planning and Land Development Regulation Board, the property owner(s), or agent of the property owner(s) representing 51 percent or more of the property involved.

2.06.03. *Review findings.* The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a rezoning application:

A. Whether it is consistent with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.

B. Its impact upon the environment or natural resources.

C. Its impact on the economy of any affected area.

D. Its impact upon necessary governmental services such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste, or transportation systems.

E. Any changes in circumstances or conditions affecting the area.

F. Compatibility with proximate uses and development patterns, including impacts to the health, safety, and welfare of surrounding residents.

G. Whether it accomplishes a legitimate public purpose.

2.06.04. *Frequency of application.* A property owner shall not initiate action for the same rezoning affecting the same parcel of land more often than once every 24 months following denial or approval.

2.06.05. *Recording amendments to the official zoning map.* The Land Use Administrator shall update the Official Zoning Map as soon as possible after amendments are adopted. Amendments to the Official Zoning Map shall identify the official action by which such amendment was made, the date of such action, and the area involved.

Sec. 2.07. - Special Exception.

2.07.01. *Purpose.* The purpose of this section is to establish procedures for the review of uses that would not normally be appropriate within a zoning district, but if subject to appropriate limitations, conditions, and safeguards, would promote the public health, safety, welfare, convenience, and comfort.

2.07.02. *Applicability.* The special exception process shall be limited to those uses noted as special exception uses in Chapter 3 or Chapter 4. Uses determined by the Land Use Administrator under Subsection 3.01.07 to require a special exception shall utilize the special exception process. Uses requiring a super majority vote of the City Council pursuant to Subsection 3.01.06 shall utilize the special exception process, with the Planning and Land Development Regulation Board providing a recommendation based on this section to the City Council for final approval by resolution.

2.07.03. *Review findings.* No application for a special exception use shall be approved unless the Planning and Land Development Regulation Board finds that the request meets the findings listed in Subsection 2.05.05 and the following:

A. Is consistent with the specific requirements for that particular use as set forth in this LDC;

B. Is compatible with the surrounding neighborhoods and promotes the value of surrounding land, structures, or buildings. Compatibility shall be reviewed in light of the following components:
   1. Architectural design;
   2. Fencing and screening, landscaping;
   3. Noise reduction, sign, and light control;
   4. Storm drainage, sanitation collection;
   5. Police and fire protection;
   6. On and off-site traffic control;
   7. Off-street parking and loading; and
   8. Other matters relevant to assuring that the proposed development site fosters desirable conditions and compatibility with the existing environment.

2.07.04. *Effect of a special exception.*

A. *Effective date.* In accordance with Subsection 2.05.01.I, the rendering of a decision shall mean the filing of a written development order or a written denial of a development order in the office of the City Clerk.

B. *Special exceptions run with the land.* Special exceptions are not personal in nature and shall run with the land. However, a special exception shall be approved only on the basis of the development plan submitted with the application, and shall be valid only for the location and area shown on the approved development plan which shall include a floor plan, if applicable.

C. *Activating a special exception.* Approval of the special exception shall give the applicant authority to submit an application for development permits and/or other appropriate approval. Where the special exception approval does not require development permits, the applicant shall provide written evidence to the City that the activity granted has been initiated within the time prescribed by the City, or that right or privilege shall expire.

D. *Expiration or Abandonment of Special Exception Uses.* If a special exception does not begin to serve the purpose for which it was granted within 12 months from the date of rendition it shall expire. Provided, however, that the Planning and Land Development Regulation Board may establish a shorter or longer period of time for a special exception to commence. In addition, the Land Use Administrator may extend the special exception for up to an additional 12-month period of time if the applicant can demonstrate good faith reliance. Good faith reliance may include, but is not limited to, the securing of any required permits from other governmental agencies/jurisdictions or the expenditure of substantial funds in reliance on the approved special exception.

E. *Amendments.* Minor amendments not altering the intent and purpose of the approved special exception may be approved by the Land Use Administrator after such departmental comment as he or she deems appropriate. Amendments to an approved special exception, which the director deems to be major, shall require the submittal of an application and compliance with the review procedures as set forth in this section and as otherwise provided in this chapter.

Sec. 2.08. - Subdivision of Land.

2.08.01. *Purpose.* The purpose of this section is to determine when platting is required and to establish a review process consistent with F.S. ch. 177. It is not the intent of this LDC to prohibit the metes and bounds conveyance of real property, but it is the intent of this LDC to ensure compliance with the provisions of State Statutes.

2.08.02. *Applicability.*

A. *Platting required.* It shall be a violation of this LDC for anyone who is the owner or agent of the owner of any land to transfer, sell, or offer to transfer or sell such land by reference to, exhibition of, or other use of a plat of a subdivision of such land without having a plat recorded in accordance with the requirements of this section and state requirements. Subdivisions are classified as:

1. *Statutory.* The division of a parcel of land, whether improved or unimproved, into three or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land, and includes establishment of new streets and alleys, additions, and replats.

2. *Nonstatutory.* The following activities qualify as nonstatutory subdivisions:

a. The combination or reconfiguration of previously platted lots or portions of

such lots where the total number of lots is not increased and the resultant lots comply with City requirements.

b. The public acquisition by purchase, acceptance of deed or dedication, or exercise of the right of eminent domain of strips of land for the widening or opening of streets, or acquisition of property for public purposes or public utilities.

c. The division of land into no more than three lots, parcels, tracts, tiers, blocks, units, or any other division of land, said resulting lots to be 20 acres or more in size, provided that:

(1) Said division of land does not create a new street.

(2) Each resulting lot, tract, or parcel shall have access to a public street and no public improvement may be dedicated including, but not limited to, any dedication of rights-of-way, easement, or physical improvement of any kind intended for public use.

(3) Each lot, tract, or parcel shall meet or exceed the minimum requirements of the zoning district in which it is located adjacent to the public street.

(4) The owner of the subject property shall not be allowed to further subdivide under this section.

d. The division of a platted lot, parcel, or tract in single ownership into not more than three lots, where no street right-of-way dedication is involved and where the lots are equal to or exceed the standards of the LDC.

e. The original parcel to be considered must have been lawfully created.

B. *Single sites not requiring platting.* No platting shall be required for development within an individual lot, parcel, or tract, provided that such lot, parcel, or tract meets all of the following requirements:

1. Has a property identification number(s);

2. Was lawfully established by the governing authority at the time it was created; and

3. Complies with the minimum lot area requirements of this LDC, or is a legally existing nonconforming lot.

2.08.03. *Nonstatutory land subdivision review procedures.* The application shall be processed administratively in accordance with review procedures and requirements for development orders established in Section 2.05.

2.08.04. *Statutory land subdivision review procedures.* The subdivision of land that does not qualify as nonstatutory subdivision shall meet the requirements of this section after a Subdivision Master Plan approval has been granted as outlined in Section 2.10.

A. *Preliminary plat.*

1. *Review procedures.*

a. At an applicant's risk, an application for preliminary plat approval may be submitted after the subdivision master plan is in substantial compliance.

b. The application shall be processed in accordance with Section 2.05. Once the application is deemed compliant, a development order shall be issued by the approving authority.

B. *Final plat.*

1. *Review procedures.*

   a. Following the issuance of a preliminary plat development order, the applicant may submit a complete application for a final plat approval on a form provided by the City.

   b. The application shall undergo a completeness and compliance review as outlined in Section 2.05 and F.S. ch. 177.

   c. The Final Plat application is reviewed administratively and approved by the Land Use Administrator (LUA).

2.08.05. *Effect of plat approval.*

A. *Effect of preliminary plat approval.* Upon issuance of the preliminary plat development order, the developer may elect to commence construction of the subdivision and apply for a final plat development order. If the developer elects to commence construction prior to or concurrently with final plat review, the developer shall attend a preconstruction meeting as outlined in Chapter 9, Part I, and provide the following documentation and materials:

   1. All required permits from federal, state, county, and regional agencies.

   2. Commitment letters from the providers for essential services (i.e. electric, telephone, cable, etc.) that adequate service will be available at the time of impact.

   3. Performance guarantee (in the amount established by the City) for the installation of public improvements that have not been constructed. Such estimate shall include, but not be limited to, landfill costs. An itemization shall be provided showing improvements that have been installed and all outstanding required improvements.

   4. A statement within the preliminary plat development order noting the developer's intent or a letter authorizing the commencement of construction pursuant to the approved construction plans.

B. *Effect of final plat approval.*

   1. The execution of the plat by the Land Use Administrator shall be deemed to be the execution of a development order.

   2. All recording fees, documents, and Mylar (original plat) shall be submitted to the Land Use Administrator. The Land Use Administrator shall then transmit the required fees and documents to the Clerk of the Circuit Court for recordation in accordance with F.S. ch. 177. Executed plats must also be filed with the City Clerk.

2.08.06. *Vacating plats.* The owners of any land subdivided into lots may petition the City Council under the provisions of F.S. ch. 177.101, to remove (vacate and abandon) the existing plat, or portion of a plat, from the official records of the City of Palm Coast. The application shall undergo a completeness and compliance review as outlined in this chapter. Once the application is deemed compliant as determined by the Land Use Administrator, it shall be scheduled before the City Council for consideration. The execution of a resolution by the Mayor shall be deemed to be the execution of a development order.

(Ord. No. 2009-26, §§ 2, 3, 12-15-09)

Sec. 2.09. - Master Planned Developments.

2.09.01. *Purpose.* The purpose of this section is to establish review requirements for approval of master planned developments, which typically include both a zoning map amendment and a

development agreement. This section also addresses the procedures for approving major amendments to approved master planned developments.

2.09.02. *Applicability.* The requirements of this section apply to any proposed rezoning to the Master Planned Development District. Rezoning to the Master Planned Development District shall be a voluntary procedure to be pursued at the option of the applicant, pursuant to Section 2.10. The City may, at the request of the applicant, initiate such rezoning on privately owned property. The approval of the master planned development rezoning rests with the City Council pursuant to the requirements of Section 2.10.

2.09.03. *Review procedures.*

A. *Unified control.* No application for a master planned development shall be considered until the applicant furnishes all necessary documents and information, as may be required, to provide the City with sufficient evidence that the applicant is in complete, unified, and otherwise unencumbered control of the entire area of the proposed master planned development, whether the applicant be an individual, partnership, corporation, other entity, group, or agency. The applicant shall provide to the City all necessary documents and information that may be required to assure the City that the development project may be lawfully completed according to the plans sought to be approved.

B. *Master planned development site plan.* Review and approval of a master planned development site plan shall be the same as for a moderate or major development site plan, whichever is applicable, pursuant to Section 2.05.

C. *Master planned development agreement.* Review and approval of the Master Planned Development Agreement shall be the same as for a Development Agreement pursuant to Section 2.14.

D. *Bonds.* The City Council shall include in the Master Planned Development Agreement requirements for bonds (or appropriate alternatives) for improvements conditioned upon the satisfactory and timely completion of facilities in the development plan, for the benefit of purchasers from the applicant, when the development time limits and phasing schedule do not preclude the sale of individual units prior to the completion of such facilities.

2.09.04. *Review findings.* The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, and the development standards listed in Subsection 3.03.04 when reviewing a master planned development application:

A. Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.

D. Compatibility within the development and relationship with surrounding neighborhoods.

E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.

F. The feasibility and compatibility of development phases to stand as independent developments.

G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.

H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master Planned Development District classification.

I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.

J. Impact upon the environment or natural resources.

K. Impact on the economy of any affected area.

2.09.05. *Effect of master planned development approval.* Approval of a Master Planned Development Plan and Master Plan Development Agreement gives the applicant the authority to proceed with a site development plan and plat applications for review.

A. *Duration and extension of development agreement.* For the duration and extension requirements of a development agreement, refer to Section 2.14.

B. *Amendment to a master planned development agreement.*

1. A request for an amendment to an approved master planned development master plan and/or agreement shall be supported by a written statement demonstrating the reasons the revisions are necessary or desirable. The Land Use Administrator may require additional documentation as part of the amendment application.

2. Amendments to an approved Master Planned Development site plan or agreement for the developed portions of the property may only be initiated by:

a. The property owner, for an amendment to the master planned development applicable to only a single lot or building site; or

b. Petition by the owners of more than 50 percent of the property in the Master Planned Development District for an amendment to a master planned development that involves multiple owners; or

c. City Council, where necessary to preserve the health, safety, and welfare of the property owners in the master planned development.

3. Minor (de minimis) changes, no more than five percent increase in density or intensity, which do not affect the intent or character of the development, may be approved by the Land Use Administrator.

2.09.06. *Variances in master planned development districts.* Because the specific development standards of the Master Planned Development District are contained in the approved Master Planned Development Agreement for each planned development, and because the development plan normally takes into account those matters which might otherwise be the subject of variance review, modifications to approved development plans by variance shall be prohibited unless otherwise specifically provided for in the Master Planned Development Agreement.

2.09.07. *Status of previously approved PUD, PRD, VGC-1, VGC-2 and GCC plans.*

A. Any active or completed Planned Unit Development (PUD), Planned Rural Development (PRD), Village Center (VGC-1, VGC-2), or Golf Course Community (GCC) project approved prior to the adoption of this Code shall continue to be governed by the approved development plan and any development agreements, terms and conditions to which the approval may be subject, as long as the project continues to be actively under development. Any time limitations to which the approved PUD, PRD, VGC-1, VGC-2, or GCC plan may be subject shall also continue to apply. Minor (de minimis) changes of no more than five percent increase in density or intensity, which do not affect the intent or character of the development, may be approved by the Land Use Administrator.

B. Whenever any application is made to substantially modify an approved PUD, PRD, VGC-1, VGC-2, or GCC plan, as determined by the Land Use Administrator, or to undertake a new development on part or all of the property, the application shall be made under the terms and procedures of the Master Planned Development zoning district and shall comply with the provisions of this section. Substantial modifications to an approved development plan or agreement include, but are not limited to change that affects the intent and character of the development, intensity, density, land use pattern, the location, or dimensions of major streets, or similar substantial changes.

Sec. 2.10. - Master Plans.

2.10.01. *Purpose.* The master plan review process is intended to provide a review of the basic development concepts without significant engineering design, prior to proceeding with final plat and technical site plan approval.

2.10.02. *Applicability.*

A. *Master site plan.* A master site plan review is optional for all moderate and major site plans that include residential, nonresidential, and mixed use development occurring on various contiguous sites or outparcels to ensure that development takes place in a coordinated and efficient manner.

B. *Subdivision master plan.* A subdivision master plan is required prior to a preliminary plat application, unless waived by the Land Use Administrator.

C. *Nonresidential controlling master site plan.* A nonresidential controlling master site plan is optional for all site plans meeting the criteria set forth in Section 4.15.

2.10.03. *Review procedures.* A master plan review shall be processed in accordance with Section 2.05 and Table 2-1.

2.10.04. *Review criteria.* Master site plans shall be reviewed to ensure conformance with this Code. However, the following criteria shall be considered when reviewing master plans:

A. Logic of design.

B. Internal consistency.

C. Impact on neighboring sites.

D. Internal vehicular and pedestrian connectivity.

E. Consolidation of utilities and facilities, including stormwater, parking, signage, etc.

F. Public benefit derived from the project.

2.10.05. *Effect of master plan approval.*

A. Approval of a master plan development order authorizes an applicant to continue with the preliminary plat or technical site plan review process.

B. The approved Nonresidential Controlling Master Site Plan Development Order shall act as the controlling document for the development specifying, but not limited to, location of primary buildings and outparcels, landscape buffers, master stormwater, drainage, access drives, parking, and pedestrian facilities. However, site plans and preliminary plats can allow up to a 25 percent accumulative design change from the master plan. No deviation from LDC requirements may be approved during the City staff review process.

Sec. 2.11. - Technical Site Plan.

2.11.01. *Purpose.* The site plan review process set forth in this section is intended to ensure that

site development, including mixed use development on a single site, takes place in an orderly and efficient manner through a process that provides adequate review based on the size and complexity of the proposed development.

2.11.02. *Applicability.* The purpose of final site plan review is to ensure compliance with all development regulations. Therefore, the level of detail shall be that of construction plans and technical specifications. The review is based not only on conformance to Code, but also conformance with an approved master plan, if applicable.

2.11.03. *Review procedures.* Site plan review shall be processed in accordance with Section 2.05.

2.11.04. *Effect of site plan approval.* Approval of the construction plans and technical specifications represents the final development order. Therefore, approval of a Site Plan Development Order authorizes an applicant to apply for a building permit.

Sec. 2.12. - Variance.

2.12.01. *Purpose.* This section is established to provide standards and procedures for the granting of variances from the provisions of this LDC through review by the Planning and Land Development Regulation Board when it finds that there are conditions peculiar to the property that creates undue construction or development hardships in complying with this LDC.

2.12.02. *Applicability.*

A. *Authorized variances.* The variance procedures contained in this section shall apply to the development standards set forth in the following portions of this Code:
   1. Chapter 1, Section 1.10—Nonconformities.
   2. Chapter 3—Zoning, Uses, and Dimensional Standards.
   3. Chapter 4—Conditions for Limited Specific Uses and Activities.
   4. Chapter 5—Transportation, Connectivity, Access, and Parking.
   5. Chapter 10—Environmental and Cultural Resource Protection.
   6. Chapter 11—Tree Protection, Landscaping, Buffers, and Irrigation.
   7. Chapter 12—Signs and Advertising.
   8. Chapter 13—Architectural Design Regulations.

B. *Prohibited variances.* A variance shall not be granted under any of the following circumstances:
   1. A variance that would permit an inconsistency with the Comprehensive Plan.
   2. A variance to permit a use, expressly or by implication, prohibited in the zoning district.
   3. A variance to permit a development density or intensity not generally allowable in the zoning district.
   4. A variance in connection with any use or activity that has been approved as a special exception, if within the area covered by the special exception approval.
   5. A variance that would permit a new nonconforming use of neighboring lands, structures, or buildings.
   6. A variance that would violate requirements or regulations of other departments or agencies.

7. A variance that would violate specific prohibitions (for example, hours of operation), or procedural requirements.
8. A variance based on purely economic considerations.

2.12.03. *Review findings.* In addition to the findings listed in Subsection 2.05.05 for all development orders, variance applications shall be reviewed based on the following:

A. *All variances.* No application for a variance shall be approved unless the Planning and Land Development Regulation Board finds that the following standards are met, recognizing that the applicant bears the burden of proof.

1. Special conditions and circumstances exist which are peculiar to the land, use, or building involved and which are not applicable to other lands, uses, or buildings in the same zoning district; and
2. The special conditions and circumstances are not self-imposed and do not result from the actions of the applicant; and
3. Literal interpretation of the provision of this LDC would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this LDC and would work unnecessary and undue hardship on the applicant; and
4. The variance is the minimum relief necessary that will make possible the reasonable use of the land or building; and
5. The granting of the variance will be in harmony with the general intent and purpose of this LDC and that such variance will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare or injurious to other property in the area.

B. *Alternative criteria for specific variances.* There are alternative variance criteria for specific uses within this LDC that shall be adhered to. Such uses are as follows:

1. Marinas—Refer to Chapter 4.
2. Flood Damage Protection—Refer to Chapter 10.
3. Wellhead Protection—Refer to Chapter 10.

2.12.04. *Effect of variance approval.*

A. Approval of a variance application shall give the applicant authority to submit an application for development plan review and/or other appropriate approval. The Planning and Land Development Regulation Board may, within the action for which the variance is required, prescribe a reasonable time limit for which the approved request shall begin, be completed, or both. Unless prescribed as a condition of approval, there is no time limit for a variance.

B. A variance shall be approved only on the basis of the development plan submitted with the application and shall be valid only for the area of variance shown on the approved development plan. No approved variance shall be construed to be a general modification of the requirements of this LDC in any area outside the area of variance shown on the approved development plan.

Sec. 2.13. - Administrative Deviation of Development Standards.

2.13.01 *Purpose.* This section is established to provide a process for granting administrative deviation with the application of certain standards of this LDC. The process is specifically intended to promote high standards of site design, and to provide flexibility in the administration of standards in recognition of site specific conditions, and to establish conditions to ensure compatibility where

standards are modified.

2.13.02. *Applicability.*

A. The Land Use Administrator may approve an administrative deviation of standards to grant relief from any of the following requirements of this Code, up to a maximum reduction of five percent of the standard:

1. Distance between structures.

2. Parcel dimensions (not area).

3. Setbacks.

B. The Land Use Administrator may grant a deviation in order to protect a specimen or historic tree, in which case one parking space or two percent of the total parking requirements, whichever is greater, may be eliminated.

C. The Land Use Administrator may also grant an administrative deviation of standards to the site planning or development standards of this LDC in compliance with this section, based on the finding that the waiver is necessary to accomplish a reasonable accommodation of the needs of a disabled person, in compliance with the Americans with Disabilities Act.

2.13.03. *Review procedures.* Administrative deviations of development standards are classified as minor development orders and shall be reviewed as specified in Section 2.05. However, the Land Use Administrator may choose to refer the application to the Planning and Land Development Regulation Board for hearing and decision in the same manner as provided for Variances in Section 2.12.

2.13.04. *Review findings.* The Land Use Administrator may approve an administrative deviation of standards only after first making all of the following findings, in addition to those listed in Subsection 2.05.05:

A. There are special circumstances applicable to the property, including size, shape, topography, location, or surroundings, so that the strict application of this Code deprives the property of privileges enjoyed by other properties in the vicinity and within the same zoning district;

B. The approval of the administrative deviation of standards includes conditions of approval as necessary to ensure that the adjustment granted does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and within the same zoning district; and

C. The administrative deviation is consistent with any applicable specific plans in place for the subject property.

Sec. 2.14. - Development Agreements.

2.14.01. *Purpose.* This section is established to outline provisions relating to development agreements, which require approval by the City Council.

A. A development agreement may be entered into by an applicant and the City Council to provide for matters that relate to the unique conditions of the real property to be developed, the relationship between the public and private aspects of the development, or other terms and conditions that are not typical of a routine development order. Development authorized by a development agreement may be phased. The development agreement may provide that the entire development or any phase thereof shall be commenced or completed within a specific period of time.

B. Statutory development agreements may be entered into under the authority of the Development Agreement Act as codified in F.S. ch. 163 and processed in accordance

with the requirements of state law.

C. Nonstatutory development agreements may be entered into under the authority of the home rule powers of the City of Palm Coast under Article VIII, Section 2 of the Constitution of the State of Florida and F.S. ch. 166.

D. A development agreement shall be required for the development of property designated a Master Planned Development Zoning District on the Official Zoning Map, but the agreements shall not be statutory.

E. A development agreement is transferable if the land and structure(s) continues to be used for the purposes for which it was issued. No person (including successors and assigns of the person who obtained the development agreement) may make use of the land except in accordance with the conditions and requirements of the development agreement. The provisions of the development agreement run with and burden the real property to which it relates until released or amended in accordance with formal action of the City of Palm Coast. All development agreements shall require mortgagees to subordinate any mortgages on the property.

F. Duration and extension. The negotiated Master Plan Development Agreement which results from a master planned development application process shall have a maximum duration of five years or be phased to ensure that development under a Master Plan Development Agreement proceeds in good faith and the development of the master planned development is not abandoned and is not suspended in a manner which is adverse to the public interest. Upon the five-year term being completed or a phase of the master planned development not being developed in accordance with the phasing schedule set forth in the Master Plan Development Agreement, the City Council may, after obtaining a recommendation from the Planning and Land Development Regulation Board, extend the term of the Master Plan Development Agreement or the master planned development phase. In the interim, no development may be continued or permitted relative to the master planned development. A property owner may initiate a request for an extension prior to expiration.

Sec. 2.15. - Vested Rights Determination.

2.15.01. *Purpose.* This section is established to provide standards and procedures for the issuance of vested rights determinations by the City Council. No applicant claiming that the LDC as applied to a particular property constitutes or would constitute a permanent taking of private property or an abrogation of vested rights, may pursue such claim in court or before a quasi-judicial body unless the applicant has first exhausted the administrative remedies herein. The application shall set forth the facts upon which the claim is based and shall be accompanied by all contracts, letters, appraisals, reports, or other documents upon which the applicant's claim is based.

2.15.02. *Applicability.* The owner, or owners of real property, may request a determination of vested rights by filing a complete application with the Land Use Administrator on a form provided by the City.

A. The application shall provide a sworn statement to be executed by all owners of the real property or an authorized agent that all information set forth on the application is true and correct.

B. The Land Use Administrator shall screen each application for a vested rights determination to determine whether the application is technically complete. If not technically complete, the application shall be promptly returned to the applicant. A technically incomplete application shall be returned to the applicant with written notification of the deficient items. If a response is not submitted to the City within a time specified by the City, the application shall be deemed abandoned.

2.15.03. *Review procedures.* Vested rights determinations are classified as major development orders and shall be reviewed as specified in Section 2.05. In addition, the following procedural requirements apply.

A. The City Council shall hold a public hearing and determine whether or not it has been clearly and convincingly demonstrated that the real property subject to the application has vested status. The City Council may refer the matter to the Planning and Land Development Regulation Board for an advisory opinion and review, or to a special master or hearing officer for findings of fact relative to the matter, or may make both such referrals.

B. At the hearing or hearings to which the matter has been referred, the applicant shall present all of the evidence in support of the application. The technical rules of evidence in judicial proceedings shall not be applicable, but all testimony given shall be under oath. The applicant shall have the burden of proof.

C. After making a final determination of vested rights status, the City Council shall provide the applicant with a written order setting forth the determination of vested rights status. If the City Council determines that vested rights exist and that development may proceed, the applicant shall have the right to rely upon such written notification that the real property is vested, and the determination that the real property is vested shall be final and not subject to appeal, revocation, or modification. Thereupon, permits may be granted consistent with that decision.

D. The City Council's decision to deny vested rights status shall be final, subject to appeal in accordance with state law.

(Ord. No. 2009-26, §§ 4, 5, 12-15-09)

Sec. 2.16. - Appeals.

2.16.01. *Appeal of administrative decision of the land use administrator.* Any person aggrieved by an administrative decision rendered by the Land Use Administrator regarding the provisions of this LDC may appeal such decision to the Planning and Land Development Regulation Board. The appeal shall be initiated within 15 calendar days of the rendering of the administrative decision by filing an appeal with the Land Use Administrator. Failure to file an appeal within the timeframe specified and exhaust all administrative remedies provided for in this LDC shall constitute a waiver of all rights to appeal the determination by the Land Use Administrator.

A. *Submittal.* A request for a hearing before the Planning and Land Development Regulation Board for an appeal of any determination made by the Land Use Administrator with regard to the administration of the uses and development regulations of this LDC shall be made as follows:

1. A completed appeal form and related fee shall be filed with the Land Use Administrator. Such application shall state the grounds for review of the decision. Any additional grounds may not be stated at the appeal hearing.

2. The appeal form shall be accompanied by such other materials and drawings as needed by the Planning and Land Development Regulation Board to clearly understand the substance of the appeal.

B. *Review procedures.* The application shall be submitted to the Planning and Land Development Regulation Board, which shall review the application and either grant or deny the request in accordance with the following:

1. In exercising the powers granted, the Planning and Land Development Regulation Board may, in conformity with the provisions of this LDC, reverse or affirm, wholly or in part, or may modify the order, requirements, decision, or determinations of the Land Use Administrator.

2. Any petition for a hearing before the Planning and Land Development Regulation Board may be withdrawn prior to action thereon by the Planning and Land Development Regulation Board at the discretion of the applicant upon written notice to the City. The withdrawal of an application shall not result in a refund of the application fee.

3. When considering an appeal all of the following factors, at a minimum, shall be evaluated:
    a. Whether the action requested in the appeal is consistent with the Comprehensive Plan; and
    b. Whether the action requested in the appeal complies with all relevant and appropriate portions of this LDC; and
    c. Whether there was an error of fact or law in the decision of the Land Use Administrator.
4. At the conclusion of the appeal hearing, the Planning and Land Development Regulation Board shall issue a final decision on the appeal.

2.16.02. *Appeal of planning and land development regulation board decision.*

A. *Public notice requirements.* Notification shall be in accordance with Section 2.05, if applicable.

B. *Submittal.* Within 30 calendar days of the rendering of a decision by the Planning and Land Development Regulation Board, an appeal may be filed with the City Clerk by the owner, an abutting property owner, or the Land Use Administrator. An application together with a fee as established by resolution shall be required.

C. *Review procedures.* The application shall be forwarded to the City Council and, if applicable, after due public notice, for a public hearing to consider the application. The public hearing shall be a de novo hearing and shall be conducted in accordance with the following:

1. Hearing steps.
    a. Preliminary matters.
        (1) The Mayor shall read the case title.
        (2) Disclosure by City Council members of ex parte communications, if any.
        (3) Swearing in of appellant, City staff, and all witnesses collectively. The swearing in of witnesses may be left to the discretion of the Mayor with the concurrence of the appellant.
    b. City staff's presentation.
        (1) City staff's opening statement.
        (2) Calling of witnesses and presentation of evidence by City staff.
        (3) Cross-examination after each witness, if so elected.
    c. Appellant's opening statement.
        (1) Calling of witnesses and presentation of evidence by appellant.
        (2) Cross-examination after each witness, if so elected.
    d. Public input. Testimony and presentation of evidence by the public with alternating speakers in support of and in opposition to the appeal and cross-examination after each witness, if so elected.
    e. Closing argument by appellant.
    f. Closing argument by City staff.
    g. Rebuttal argument by appellant, if so elected.

h. Discussion by City Council of the evidence presented as it applies to the requirements of the City of Palm Coast Code of Ordinances and applicable law.

i. After deliberation, a motion should be made which would presumably either:

AFFIRM THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD'S ACTION: "I

move that the City Council find that the following facts presented and reviewed here are competent substantial evidence to affirm the Planning and Land Development Regulation Board's action: (list factors)"; or

REVERSE THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD'S ACTION: "I

move that the City Council find that the following facts presented and reviewed here are competent substantial evidence to reverse the Planning and Land Development Regulation Board's action: (list factors)."

2. In the event the applicant is the appellant, the applicant, or City staff as determined by the Land Use Administrator, shall send a letter to the property owners abutting subject property advising them of the date and time of the meeting.

3. In the event that an abutting property owner is the appellant, this person will act as spokesperson or appoint a representative. In this case, a special letter will be sent to the applicant stating that an appeal has been filed and that they or their representative will be called upon to act as an opposition spokesperson.

4. In accordance with Subsection 2.05.01.I, the rendering of a decision shall mean the filing of a written development order or a written denial of a development order in the office of the City Clerk.

5. Unless the order specifically states it is an order without prejudice, it is rendered with prejudice.

D. *Rehearing.*

1. If it is alleged that the Planning and Land Development Regulation Board or City Council, as the case may be, has overlooked or misapprehended some facts or points of law, a rehearing of any decision of the Planning and Land Development Regulation Board or City Council may be granted by the Planning and Land Development Regulation Board or City Council either on the motion of any member voting on the prevailing side, or on the motion of any person aggrieved by its decision. That motion shall be in writing, shall be filed with the Land Use Administrator within ten working days after rendition of the decision, and shall state its grounds.

2. If the Planning and Land Development Regulation Board or City Council decide to grant a rehearing, the movant shall notify by certified mail or hand delivery upon the City Clerk and all abutting property owners previously notified of the hearing, together with a notice stating the date, time, and place it will be orally presented to the Planning and Land Development Regulation Board or City Council.

3. The Planning and Land Development Regulation Board or City Council shall not rehear applications based upon the same facts or issues, but rather on new evidence not heard before or new law.

(Ord. No. 2009-26, §§ 6—9, 12-15-09)

Sec. 2.17. - Lot Binding, Unbinding, and Vacation of Easements.

2.17.01. *Short title/legislative findings and intent.* This section shall be known and may be cited as the "Palm Coast Lot Binding and Unbinding and Vacation of Easements Ordinance."

2.17.02. *Binding of lots.* A common owner of two or more adjoining subdivided lots or portions of subdivided lots may make application to the City for approval of the lots being bound for development purposes. No more than four lots may be bound together by the process set forth in this section. Lot binding, as set forth in this section, may be permitted solely for purposes of compliance with the land development regulations of the City as set forth in the City's Land Development Code.

2.17.03. *Application process.*

A. The owner of adjoining lots shall present a proposed lot binding agreement or an agreement that provides for the unbinding of lots which contains a full and complete legal description of all subdivision lots proposed to be bound together or unbound from one another to the City Manager or designee.

B. Each lot binding agreement shall provide, at a minimum, the following:

1. That the real property described shall be retained in and shall remain as a single, integral parcel, and shall not be sold or otherwise disposed of, or encumbered, in lesser constituent parcels.

2. That the agreement shall be binding upon all successors, heirs, executors, administrators or assigns of the owner and shall be a covenant running with the land.

C. Agreements unbinding lots shall be in a form approved by the City Manager after consultation with the City Attorney. Applications to unbind lots shall not create a nonconformity in accordance with Section 1.10.

2.17.04. *Approval authority.* The City Manager or designee, upon submittal of all appropriate information in accordance with the provisions of this section and upon making a finding that there are no easements that require vacation may approve the binding and unbinding of lots in accordance with this section; or if the City Manager or designee may determine that City easements required to be released, abandoned or vacated can be released abandoned or vacated in accordance with the provisions of Subsection 2.17.05. City Council shall approve the binding or unbinding of three or more lots.

2.17.05. *Effect of existence of easements.*

A. If private or public easements require release, vacation or abandonment at the time that the proposed binding lot agreement is approved, the owner shall present all documents needed to accomplish the release, vacation and abandonment. Documentation that any private easements have been released or relocated shall be provided to the City Manager or designee.

B. The City Manager or designee is hereby delegated the authority to release, vacate and abandon any public easements along any common lot line if it is determined that the City no longer needs the public easement and that any then current users of the public easement have no objection to the action or if a conditional action can facilitate the use of any required public easement. Said public easements may only be released, in accordance with this section if it is found that the lot owner has made an application for a building permit to construct a structure upon the easement.

C. The City Manager or designee may require the granting of easements or the imposition of other conditions as may be necessary prior to the approval of the binding or unbinding of lots.

2.17.06. *Fees.* The City Council may establish application fees from time-to-time relating to the

provisions of this section by adoption of a resolution that may be part of a general City fee resolution relating to diverse actions and activities of the City.

2.17.07. *Recording of agreements.*

A. Each approved lot binding or unbinding agreement together with the action releasing, vacating, abandoning, or granting any easement(s) shall be recorded in the Official Records of Flagler County (land records) at the expense of the owner.

B. After recordation, copies of the recorded lot binding or unbinding agreement and action relative to the easement(s) shall be provided by the owner to the City Manager or designee at the cost of the owner for recordation in the City's records. No such action shall take effect until recorded in the City's records.

(Ord. No. 2004-10, §§ 1—7, 5-4-04)

Editor's note— Inasmuch as Ord. No. 2004-10 was inadvertently omitted during the original codification of the Land Development Code, and at the discretion of the editor, the provisions of said ordinance have been designated as Section 2.17.

Chapter 3 - ZONING, USES, AND DIMENSIONAL STANDARDS

Sec. 3.01. - In General.

3.01.01. *Establishment of zoning districts.* The City of Palm Coast, Florida is hereby divided into the following zoning districts. Each zoning district allows a set of uses that are consistent with its purpose and also a set of land development regulations designed to achieve the purpose of the district.

A. AGR—Agriculture District

B. EST-1; EST-2—Rural and Suburban Estate Districts

C. SFR-1; SFR-2; SFR-3; SFR-4; SFR-5—Single-Family Residential Districts

D. DPX—Duplex Residential District

E. MFR-1; MFR-2—Multifamily Residential Districts

F. MHD—Mobile Home District

G. MPD—Master Planned Development District

H. COM-1; COM-2; COM-3—Commercial Districts

I. OFC-1; OFC-2—Office Districts

J. IND-1; IND-2—Industrial Districts

K. PSP—Public/Semipublic District

L. P&G—Parks and Greenways District

M. PRS—Preservation District

3.01.02. *Official zoning map.*

A. *Zoning district boundaries.* The boundaries of the zoning districts are hereby established and shall be delineated on the Official Zoning Map for the City. The Map shall be kept on file in the offices of the City Clerk and shall be the official record of the zoning designation of properties within the City.

B. *Establishment of the Master Planned Development (MPD) zoning district.* This chapter establishes the Master Planned Development (MPD) zoning district to replace the following mixed use zoning districts: Village Center (VGC-1 and VGC-2), Golf Course Community (GCC), Planned Unit Development (PUD) and Planned Rural Development (PRD). These former mixed use zoning districts are now referenced in this Code as "former VGC-1," "former VGC-2," "former GCC," "former PUD," and "former PRD," and will remain on the Official Zoning Map; however, these districts are depicted by a hatch pattern that identifies them as "former" zoning districts. The map legend shall state that these hatched pattern zoning districts were designated prior to the adoption of the current Official Zoning Map, in effect as of November 16, 2008, and that after this date no parcels of land may be rezoned to any of the zoning districts designated as "former."

3.01.03. *Adoption, identification, and amendments.* The following shall apply to adoption and amendments to the Official Zoning Map:

A. The City of Palm Coast Official Zoning Map shall be adopted by ordinance of the City Council after considering the recommendations of the Planning and Land Development Regulation Board.

B. If, in accordance with the provisions of this LDC and F.S. ch. 163 , changes are made in district boundaries or other matter portrayed on the City of Palm Coast Official Zoning Map, such changes shall be entered on the Official Zoning Map after enactment of the amending ordinance.

C. Change of any nature shall be made on the Official Zoning Map or matter shown thereon except in conformity with procedures set forth in this LDC or in F.S. ch. 163 . Any unauthorized change shall be null and void and have no force or effect.

D. Regardless of the existence of purported copies of the Official Zoning Map that may from time-to-time be made or published, the Official Zoning Map shall be the final authority as to the current zoning status of land and water areas, buildings, and other structures in the City.

E. Unless a prior Official Zoning Map has been lost or has been totally destroyed, the prior map or any significant parts thereof remaining shall be preserved, together with all available records pertaining to its adoption or amendment, in the office of the City Clerk.

3.01.04. *Future land use map—Zoning district compatibility.* All development in the City shall be consistent with the Comprehensive Plan and the Future Land Use Map (FLUM). Each future land use category contains a set of zoning districts that may be permitted within its boundaries. No property shall be rezoned unless it is to a district that is compatible with the future land use designation of the site. The following table correlates individual zoning districts with the compatible future land use categories.

Table 3-1: Future Land Use Map/Zoning District Compatibility

FLUM Land Use Category	Zoning Districts Permitted
Low-Density Residential	SFR-2, SFR-3, SFR-4, SFR-5, EST-1, EST-2, DPX, and MPD
Residential	SFR-1, SFR-2, SFR-3, SFR-4, SFR-5, EST-1, EST-2, DPX, MFR-1, MFR-2, MHD, PSP, P&G, PRS, and MPD
Institutional	OFC-1, MPD, PSP, P&G, and PRS
Mixed Use	SFR-1, SFR-2, SFR-3, SFR-4, SFR-5, EST-1, EST-2, DPX, MFR-1, MFR-2, MHD, COM-1, COM-2, COM-3, OFC-1, OFC-2, IND-1, PSP, P&G, PRS, and MPD
Industrial	OFC-1, COM-2, COM-3, IND-1, IND-2, MPD, PSP, P&G, and PRS
Greenbelt	EST-1, EST-2, AGR, P&G, PSP, PRS, and MPD
Conservation	PRS
Development of Regional Impact	As approved by the Development of Regional Impact.
Master Planned Mixed Use	MPD

3.01.05. *Rules for interpretation of district boundaries.* Where uncertainty exists as to the boundaries of districts as shown on the City of Palm Coast Official Zoning Map, the following rules shall apply and shall be implemented by the Land Use Administrator:

A. Boundaries indicated as approximately following the centerlines of streets, highways, or alleys shall be construed to follow such centerlines.

B. Boundaries indicated as approximately following platted lot lines or parcel lines shall be construed as following such lot lines or parcel lines.

C. Boundaries indicated as approximately following City Limits shall be construed as following the City Limits.

D. Boundaries indicated as following railroad lines shall be construed to be midway between the rails of the main line.

E. Boundaries indicated as following shorelines shall be construed to follow the mean high water line, and in the event of change in the shoreline shall be construed as moving with the line.

F. Boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes, or other bodies of water shall be construed to follow such centerlines.

G. Boundaries indicated as parallel to or extensions of features indicated above shall be so construed.

H. Where physical features such as streets, railroad lines, rivers, streams and such, existing on the ground are at variance with those shown on the City of Palm Coast Official Zoning Map, or in other circumstances not covered above, the Land Use Administrator shall make a written interpretation of the district boundaries.

I. The Land Use Administrator may require that a professional survey be submitted prior to making a boundary determination.

3.01.06. *Uses not permitted in the city.* The following uses may be permitted by a super majority vote of the City Council subsequent to an affirmative or negative recommendation by the Planning and Land Development Regulation Board. This is due to their potential incompatibility with current development trends in the City, their potential deleterious effects upon the public health, safety, and welfare, and the potential likelihood that they will create nuisances and significant adverse impacts upon adjacent land uses. The list is not all-inclusive and other uses found by the Land Use Administrator to be similar in nature and character to the listed uses shall also require approval by the City Council in the aforementioned manner.

Asphalt Manufacturing Plants

Animal Feed Lots and Livestock Operations

Bottle Clubs

Bulk Fuel Depot or Oil Refineries

Data Centers

Deep Well Injection of Waste Products

Dog Farms

Hog and Poultry Farms

Incinerator Plants

Junkyards, Salvage Yards

Motor Vehicle Race Tracks

Paper and Pulp Mills

3.01.07. *Uses not listed in this chapter.* The listing of permitted principal uses, special exception uses, accessory uses and limited uses in a zoning district is not meant to be all-inclusive, nor is the list of uses that are not permitted intended to be all inclusive. Uses not specifically listed shall be reviewed by the Land Use Administrator to determine if the proposed use is similar in nature and character to others listed in the zoning district. The North American Industry Classification System manual, as amended, shall serve as a general guideline in making this determination. Based on the determination, the proposed use shall be classified in the same manner as those similar uses listed in terms of it being permitted as a principal, special exception, accessory, or limited use. The Land Use Administrator may also determine that other uses are not permitted on the basis that they are not similar in nature or character to the other uses listed in the zoning district. Determinations may be appealed in accordance with the appeal procedures established in Chapter 2.

(Ord. No. 2016-4 , § 2, 3-15-16)

Sec. 3.02. - Residential Zoning Districts.

3.02.01. *Purpose of districts.*

A. *Agriculture Zoning District (AGR).* The purpose of the Agriculture District is to provide areas for limited agricultural, farming, and silviculture uses. The development of detached single-family dwellings and accessory uses, including home occupations common to rural areas, is also permissible.

B. *Suburban and Rural Estate Zoning Districts (EST-1 and EST-2).* The purpose of the Estate Districts is to provide areas for detached single-family dwellings and accessory uses on estate-sized lots to create very low-density neighborhoods in suburban and rural areas.

C. *Single-Family Residential Zoning Districts (SFR-1, SFR-2, SFR-3, SFR-4, and SFR-5).* The purpose of the Single-Family Residential Districts is to provide areas for detached single-family dwellings and accessory uses in low to medium density residential neighborhoods.

D. *Duplex (DPX).* The purpose of the Duplex District is to provide areas for two-family residential structures, combined with single-family and attached homes, in medium-density residential neighborhoods.

E. *Multifamily Residential Zoning Districts (MFR-1 and MFR-2).* The purpose of the Multifamily Residential Districts is to provide areas for attached housing, and medium to high-density apartments or condominiums. These districts also provide opportunities for assisted living or nursing homes and townhouse development.

F. *Mobile Home Zoning District (MHD).* The purpose of the Mobile Home District is to provide areas for detached mobile or manufactured home dwellings in low to medium density manufactured/mobile home parks or master planned residential subdivisions.

3.02.02. *Residential Districts—Allowable Uses.* The following table contains a list of uses allowed in each district, and specifies if they are permitted by right (P) or if they require special exception approval (S) in accordance with Chapter 2. Uses permitted only as accessory to a principal use are noted with an (A). All uses marked with an (L) have additional limitations specific to that use listed in Chapter 4.

Table 3-2. Residential Zoning Districts—Use Table

USES	SFR-1	SFR-2	SFR-3	SFR 4 & 5	EST-1	EST-2	AGR	DPX	MFR 1 & 2	MHD	MPD [1]
RESIDENTIAL											
Adult Family Care Home	P	P	P	P	P	P	P	-	-	-	P
Assisted Living Facilities	-	-	-	-	-	-	-	-	P	-	P
Boarding and Rooming Houses	-	-	-	-	-	-	-	-	S	-	P
Cluster Development **(L)**	P	P	P	P	P	P	-	P	-	-	P
Community Residential Homes (1-6 persons) **(L)** [2]	P	P	P	P	P	P	P	P	P	P	P
Community Residential Homes (7-14 persons) **(L)** [2]	-	-	-	-	-	-	-	-	P	-	P
Duplex **(L)**	-	-	-	-	-	-	-	P	-	-	P
Family Child Day Care Home, Small	P	P	P	P	P	P	P	-	-	-	P
Family Child Day Care Home, Large	-	-	-	-	S	S	P	-	S	-	P
Farm Worker/Labor Housing	-	-	-	-	-	S	P	-	-	-	-
Mobile Home Parks **(L)**	-	-	-	-	-	-	-	-	-	P	-
Mobile / Manufactured Home Subdivision **(L)**	-	-	-	-	-	-	-	-	-	P	-
Multifamily Dwellings **(L)**	-	-	-	-	-	-	-	-	P	-	P
Neotraditional Development **(L)**	P	P	P	P	-	-	-	-	P	-	P

Nursing Homes	-	-	-	-	-	-	-	-	P	-	P
Recovery Residence (1-10 persons) (L)	P	P	P	P	P	P	P	P	P	P	P
Recovery Residence (11-20 persons) (L)	-	-	-	-	-	-	-	-	S	-	P
Single-Family Detached Dwelling Units	P	P	P	P	P	P	P	P	-	-	P
Townhouses **(L)**	-	-	-	-	-	-	-	P	P	-	P
NONRESIDENTIAL											
Adult Day Care Centers	-	-	-	-	-	-	-	-	S	-	P
Agriculture, Silviculture, and Other **(L)**											
Agricultural Uses, bona fide uses (except feedlots)	-	-	-	-	-	S	P	-	-	-	-
Animal Husbandry	-	-	-	-	-	S	S	-	-	-	-
Aviaries	-	-	-	-	-	A	A	-	-	-	-
Crop Production	-	-	-	-	-	P	P	-	-	-	-
Equestrian Activities and Uses	-	-	-	-	-	P	P	-	-	-	P
Farm Animals (other than horses)	-	-	-	-	-	S	P	-	-	-	-
Forestry (Logging/Timber Tract Operations, plant nurseries)	-	-	-	-	-	-	P	-	-	-	-
Horses	-	-	-	-	P	P	P	-	-	-	P

Silviculture	-	-	-	-	-	-	P		P	P	P
Sod Farms	-	-	-	-	-	-	P	-	-	-	-
Bed and Breakfast Inns	-	-	-	-	S	S	S	-	S	-	P
Cemeteries **(L)**	-	-	-	-	-	S	P	-	-	-	P
Child Day Care Centers	-	-	-	-	-	-	-	-	S	-	P
Home Based Businesses **(L)**	A	A	A	A	A	A	A	A	A	A	A
Kennels and Pet Boarding[3]	-	-	-	-	-	-	P	-	-	-	P
Marina (Noncommercial) **(L)**	A	A	A	A	A	A	A	A	A	A	A
Marina (Commercial) **(L)**	S	S	S	S	S	S	S	S	S	S	P
Mining and Soil Extraction **(L)**	-	-	-	-	-	-	S	-	-	-	-
Public Parks and Recreational Facilities	P	P	P	P	P	P	P	P	P	P	P
Pump Stations and Well Sites	P	P	P	P	P	P	P	P	P	P	P
RV Parks and Camps **(L)**	-	-	-	-	-	-	S	-	-	-	P
Schools, Elementary and Secondary (public and private, including charter schools) **(L)**	P	P	P	P	P	P	P	P	P	P	P
Short-term Vacation Rental[4]	P	P	P	P	P	P	P	P	P	P	P
Veterinary Clinics and Services	-	-	-	-	-	S	P	-	-	-	P
Wholesale/Retail Fertilizer Sales	-	-	-	-	-	-	P	-	-	-	-
Wireless Communication Facilities **(L)**	L	L	L	L	L	L	L	L	L	L	L

Footnotes for Table 3-2:

[1] Only if use is specifically mentioned within the MPD Development Agreement. Uses must be consistent with the criteria established for Master Planned Developments in Chapter 2.09.04.

[2] Community Residential Homes are regulated by Florida Statute 419.001. Large Community Residential Homes having a number of residents between 7-14 are also subject to proximity regulations within the statute. Community Residential Homes due to the occupancy number of beds may have additional requirements under Florida Building Code comparatively to Single-Family Residential homes.

[3] Only on residential lots of 2.5 acres or greater.

[4] Short-term Vacation Rentals are subject to the requirements of Chapter 17, Article V of the Code of Ordinances.

3.02.03. *Residential Districts—Dimensional Standards.* Section 3.03 and Section 3.04 establishes additional standards for selected residential districts. The following table contains the dimensional standards for the various uses allowed in each residential district:

Table 3-3: Residential Zoning Districts—Dimensional Standards

Standard	SFR-1	SFR-2	SFR-3	SFR-4	SFR-5	EST-1	EST-2	AGR	MHD	DPX	MFR-1	MFR-2
Minimum Lot Size	6,000 sq. ft.	7,500 sq. ft.	10,000 sq. ft.	12,000 sq. ft.	20,000 sq. ft.	1.0 acre [1]	2.5 acres [1]	5 acres [2]	4,000 sq. ft	9,000 sq. ft. [3]	2,500 sq. ft. [3]	2,500 sq. ft. [3]
Minimum Development Site Size	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1 acre	N/A	3 acres [4]	4 acres [4]
Minimum Lot Width [5]	50'	60'	80'	80'	100'	100'	150'	200'	40'	30'/80 [6]	25'/100' [6]	25'/100' [6]
Maximum Density (units per acre) [7]	7.0	5.0	4.0	3.0	2.0	1.0	0.4	0.2	8.0	8.0	8.0	12.0
Minimum Living Area (square feet)	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	600	800 [12]	650	650
Minimum Front Setback [8]	20'	20'	25'	25'	25'	25'	25'	50'	10'	25'	25'	25'
Minimum Rear Setback [8]	10'	6.5'	10'	15'	20'	25'	25'	50'	10'	10'	20'	20'
Minimum Rear Street Setback [8]	15'	15'	15'	15'	15'	20'	25'	25'	10'	15'	25'	25'
Minimum Interior Side Setback [8]	5' [9]	7.5'	7.5'	7.5'	10'	10'	15'	25'	5'	7.5' [9]	10' [9]	10' [9]

Minimum Street Side Setback [8]	15'	15'	20'	20'	20'	20'	25'	25'	10'	20'	20'	20'
Maximum Impervious Surface Ratio (ISR) [10]	0.75	0.75	0.70	0.70	0.50	0.50	0.50	0.25	0.70	0.70	0.70	0.70
Maximum Building Height [11]	35'	35'	35'	35'	35'	35'	35'	35'	35'	35'	50'	60'

Table 3-3 Footnotes:

[1] Residential lots in the EST-1 and EST-2 Districts shall have a contiguous upland area of at least 12,000 square feet. Residential lots utilizing well or septic systems shall have a contiguous upland area of at least one acre.

[2] Residential lots in the AGR District shall have a contiguous upland area of at least 20,000 square feet. Residential lots utilizing well or septic systems shall have a contiguous upland area of at least one acre.

[3] Minimum lot size 4,000 sq. ft. per lot for a legally divided duplex lot. Minimum lot size is shown for a townhouse lot in the MFR Districts.

[4] Minimum size for a manufactured/mobile home park in the MHD District and for multifamily development sites in the MFR-1 and MFR-2 Districts.

[5] Fifteen percent wider width required for corner lots. See Chapter 9 for subdivision design standards. In no event shall lot frontage on a street or access easement be less than 20 feet.

[6] Twenty-five-foot minimum lot width for townhouse lots; 100-foot minimum lot width for multifamily development sites. Thirty-foot minimum lot width per lot for a legally divided duplex lot. Eighty-foot minimum lot width for a detached single-family dwelling on a lot in the DPX District.

[7] See Section 3.05 regarding density calculation methodology.

[8] See Section 3.05 for setback determinations and setback requirements for multistory developments adjacent to residential zoning districts and wireless communication facilities and equipment compounds.

[9] The minimum interior side yard setback for townhouses shall be zero feet. Detached single-family dwellings in the existing subdivisions that were zoned for detached single-family dwellings in the former TWN District shall be zero feet on one side and a minimum distance of 15 feet between each dwelling unit.

[10] See Section 3.05 for ISR calculation methodology.

[11] See Subsection 3.04.04 for height restrictions within the Palm Coast Parkway Overlay Zone.

[12] The minimum living area requirement noted is per unit for a duplex. A single-family dwelling on a duplex lot must meet a minimum requirement of 1,200 square feet for living area.

(Ord. No. 2009-26, § 10, 12-15-09; Ord. No. 2015-9 , § 3, 8-4-15; Ord. No. 2018-02 , § 3, 2-6-18)

Sec. 3.03. - Nonresidential and Mixed Use Zoning Districts.

3.03.01. *Purpose of districts.*

A. *Neighborhood, General, and High Intensity Commercial Zoning Districts (COM-1, COM-2, and COM-3)*

1. The purpose of the COM-1 (Neighborhood Commercial) District is to provide areas for limited commercial and office uses developed at a neighborhood scale to meet the day-to-day retail and service needs of nearby residents.

2. The purpose of the COM-2 (General Commercial) District is to provide areas for general commercial and office uses to meet the community-wide demand for retail, services, business, and employment opportunities.

3. The purpose of the COM-3 (High Intensity Commercial) District is to provide areas for the most intensive commercial uses including, but not limited to, those that focus on automobile sales and service, outdoor storage, and heavy traffic.

B. *Limited and General Office Zoning Districts (OFC-1 and OFC-2).*

1. The purpose of the OFC-1 (Limited Office) District is to provide areas for limited office development. This district is primarily intended to provide office support to larger institutional uses, such as medical offices surrounding hospitals. This district also allows for limited service and retail uses to meet the needs of office workers.

2. The purpose of the OFC-2 (General Office) District is to provide areas for various types of office uses, such as office parks, corporations, and other business and employment centers. This district also permits limited service and retail uses to meet the needs of office workers.

C. *Master Planned Development Zoning District (MPD).* The purpose of the Master Planned Development District is to provide areas where a variety of uses are mixed together in master planned developments and communities. This district utilizes cohesive architectural themes and emphasizes accessibility for pedestrians and bicyclists. Regulations for this district are intended to promote flexibility and creative land use planning and design concepts. The Master Planned Development District replaces the Village Center (VGC-1 and VGC-2), Golf Course Community (GCC), Planned Unit Development (PUD), and Planned Rural Development (PRD) zoning districts. Projects developed or approved within these former districts are bound to their respective Development Agreements and the uses that were formerly allowed in those districts; however, substantial revisions to a Development Agreement, as described in Subsection 2.09.07, will require an application under the terms and procedures of the Master Planned Development District and/or a rezoning. Subsection 3.03.04 establishes the development standards for the Master Planned Development District.

D. *Light and Heavy Industrial Zoning Districts (IND-1 and IND-2).*

1. The purpose of the IND-1 (Light and Warehousing Industrial) District is to provide areas for restricted industrial and warehouse uses of low to moderate intensities with minimal potential for off-site impacts. This district utilizes performance standards to ensure that impacts are controlled.

2. The purpose of the IND-2 (Heavy Industrial) District is to permit a wide range of intensive industrial uses, which include, but are not limited to, those that are major users of water, produce greater amounts of hazardous and regulated waste, storage of significant amounts of chemicals, produce air emissions, or substantially impact the landscape through mining and soil extraction. This district utilizes performance standards to ensure that impacts are controlled to protect the public health, safety, and welfare.

E. *Public/Semipublic Zoning District (PSP).* The purpose of the Public/Semipublic District is to provide areas for government owned facilities, religious institutions, civic buildings, community club facilities, educational/vocational facilities, nonprofit organization facilities, and essential

public services including, but not limited to, transit facilities, water and sewer utility plants and related facilities, and electrical power substations.

F. *Parks and Greenways Zoning District (P&G).* The purpose of the Parks and Greenways District is to provide areas for various parks including active recreational facilities as well as passive open spaces that provide for recreational opportunities. This district also includes areas for historical sites, outdoor museums, golf courses, driving ranges, and associated facilities.

G. *Preservation (PRS).* The purpose of the Preservation District is to provide for the protection of valuable and unique natural resource areas. This district allows minimal development for the purpose of providing public accessibility and basic facilities only.

3.03.02. *Nonresidential and Mixed Use Districts—Allowable Uses.* The following table contains a list of uses allowed in each district, and specifies if they are permitted by right (P) or if they require special exception approval (S) in accordance with Chapter 2. Uses permitted only as accessory to a principal use are noted with an (A). All uses marked with an (L) have additional limitations specific to that use listed in Chapter 4.

Table 3-4. Nonresidential and Mixed Use Zoning Districts—Use Table

Specific Use Type	**COM-1**	**COM-2**	**COM-3**	**OFC-1**	**OFC-2**	**IND-1**	**IND-2**	**PSP**	**P&G**	**PRS**	**MPD**[1]
Civic, Nonprofit and Institutional											
Civic Uses: town hall, libraries, museums	P	P	P	P	P	S	-	P	-	-	P
Civic Uses: police, fire, postal service	P	P	P	P	P	P	S	P	-	-	P
Civic Clubs and Fraternal Organizations (L)	P	P	P	P	P	-	-	P	-	-	P
Hospice Services	S	P	P	S	P	-	-	P	-	-	P
Hospitals	-	P	P	-	P	-	-	P	-	-	P
Houses of Worship/Religious Institutions (L)	P	P	P	P	P	-	-	P	-	-	P
Nonprofit Organizations, (e.g., Humane Societies) (L)	P	P	P	P	P	-	-	P	-	-	P
Eating, Drinking and Entertainment											

Adult-Oriented Businesses (L)	-	-	-	-	-	-	P	-	-	-	-
Drinking Establishments (without outdoor entertainment) (L)	-	P	P	-	-	-	-	-	-	-	P
Drinking Establishments (with outdoor entertainment) (L)	-	S	P	-	-	-	-	-	-	-	P
Beer, Wine, and Liquor Stores (L)	P	P	P	P	P	-	-	-	-	-	P
Cafeterias, Coffee and Donut Shops, Snack Bars, Sandwich Shops, Delicatessens, Bakeries	P	P	P	P	P	S	-	P	-	-	P
Microbreweries, Micro Distilleries (L)	-	S	P	-	-	P	-	-	-	-	P
Mobile Food Dispensing Vehicle or Temporary Commercial Kitchens (L)	A	PA	PA	-	-	PA	-	A	A	-	PA
Performing Arts Facilities (e.g. dinner theaters)	S	P	P	-	-	-	-	P	-	-	P
Pizza Delivery Establishments and Takeout Places	P	P	P	P	P	S	-	-	-	-	P
Restaurants, Fast Food (L)	-	P	P	-	-	-	-	-	-	-	P
Restaurants, Sit-Down	P	P	P	P	P	-	-	-	-	-	P
Educational Facilities											
Elementary/Secondary Schools (public and private) (L)	P	P	P	P	P	-	-	P	-	-	P
Colleges/Universities	S	S	P	S	P	-	-	P	-	-	P

Industrial Uses (L)											
Manufacturing, Heavy (L)	-	-	-	-	-	S	P	-	-	-	P
Manufacturing, Light (L)	-	-	-	-	-	P	P	-	-	-	P
Material Recovery Facilities (e.g. recycling centers)	-	-	-	-	-	P	P	-	-	-	P
Mining and Soil Extraction (L)	-	-	-	-	-	-	S	-	-	-	-
Laboratories											
Medical and Diagnostic Laboratories	S	P	P	P	P	P	-	-	-	-	P
Dental Labs	P	P	P	P	P	-	-	-	-	-	P
Multiuse Building (L)	P	P	S	P	P	-	-	-	-	-	P
Office, Medical and Professional											
Banks and Credit Unions	P	P	P	P	P	-	-	-	-	-	P
Building Contractors	-	S	P	S	P	P	-	-	-	-	P
Mail Order Facilities	P	P	P	P	P	P	-	-	-	-	P
Medical and Professional Offices	P	P	P	P	P	-	-	-	-	-	P
Outpatient Care Facilities	P	P	P	P	P	-	-	-	-	-	P
Pharmacies [2]	-	P	P	P	P	-	-	-	-	-	P
Scientific and Technical (e.g. architects, engineers, design, programming, and consulting)	P	P	P	P	P	S	-	-	-	-	P

Temporary Employment Agencies and Management Services	P	P	P	P	P	-	-	-	-	-	P
Veterinarians (without kennels/post-operative care only)	P	P	P	P	P	-	-	-	-	-	P
Recreation and Tourism											
Bed and Breakfast Inns	P	P	P	-	-	-	-	-	-	-	P
Electronic Game Promotion Establishments	-	S	P	-	-	-	-	-	-	-	P
Golf Courses, Driving Ranges, and Country Clubs	-	-	-	-	-	-	-	-	P	-	P
Hotels	-	P	P	P	P	-	-	-	-	-	P
Marinas (Commercial) (L)	P	P	P	P	P	P	P	P	S	-	P
Motels	-	P	P	-	-	-	-	-	-	-	P
Public Parks and Recreation Facilities	P	S	S	S	S	S	S	P	-	P	P
Recreation, Indoor	P	P	P	-	-	-	-	-	-	-	P
Recreation, Outdoor	-	S	P	-	-	-	-	P	P	S	P
RV Parks and Camps (L)	-	-	-	-	-	-	-	-	P	-	P
Shooting and Target Ranges (indoor)	-	-	S	-	-	P	-	-	-	-	P
Stadiums and Athletic/Sports Arenas	-	-	P	-	-	-	-	P	-	-	P
Residential											

Assisted Living Facilities, Nursing Homes	P	P	P	P	P	-	-	P	-	-	P
Caretaker's Dwellings	-	S	S	-	S	S	S	S	S	S	P
Community Residential Homes (7 to 14 residents)	-	-	-	-	-	-	-	-	-	-	P
On-site dwelling units for agents or employees of principal use.	-	-	-	-	S	-	-	S	S	S	P
Dormitories	S	S	S	-	-	-	-	S	-	-	P
Live Local Mixed-Use Residential Developments[3]	P	P	P	P	P	P	P	P	-	-	P
Retail Sales and Services											
Art Dealers	-	P	P	P	P	-	-	-	-	-	P
Automotive Parts (e.g. accessories and tires)	-	S	P	-	-	P	-	-	-	-	P
Building Material Stores (paint, hardware)	P	P	P	-	-	P	-	-	-	-	P
Clothing and Accessory Stores (e.g. shoes and luggage)	P	P	P	S	P	-	-	-	-	-	P
Retail (L)	P	P	P	-	-	-	-	-	-	-	P
Florists	P	P	P	P	P	-	-	-	-	-	P
Food and Beverage Stores (supermarkets and specialty foods)	P	P	P	P	P	-	-	-	-	-	P
Furniture and Home Furnishings Stores	P	P	P	-	P	P	-	-	-	-	P

Home Improvement Centers	-	P	P	-	-	P	-	-	-	-	P
Large-Scale Retail Centers (L)	-	P	P	-	-	-	-	-	-	-	P
Lawn and Garden Equipment and Supplies Stores	P	P	P	-	-	P	-	-	-	-	P
Model Home Centers (L)	P	P	P	P	P	-	-	-	-	-	P
Pet (domestic) Stores	P	P	P	-	-	-	-	-	-	-	P
Plant Nurseries	P	P	P	-	-	-	-	-	-	-	P
Photo Finishing	P	P	P	P	P	-	-	-	-	-	P
Small Box Discount Stores [4]	-	P	P	-	-	-	-	-	-	-	P
Sporting Goods, Hobby, Book and Music Stores	P	P	P	P	P	-	-	-	-	-	P
Used Merchandise Stores	S	P	P	-	-	-	-	-	-	-	P
Service, Business											
Printing and Publishing	S	P	P	S	P	P	S	-	-	-	P
All other business services	P	P	P	P	P	P	P	-	-	-	P
Service, Personal											
Adult Day Care Centers	P	P	P	P	P	-	-	-	-	-	P
Bail Bonding	-	S	P	-	-	-	-	-	-	-	P
Child Day Care Centers	P	P	P	P	P	-	-	-	-	-	P
Funeral Homes	S	P	P	S	P	-	-	-	-	-	P

Tarot Card, Psychic, and Palm Readings	-	S	P	-	-	-	-	-	-	-	P
Tattooing, Body Piercing, and other Body Art	-	P	P	-	-	-	-	-	-	-	P
All other personal service uses	P	P	P	P	P	P	-	-	-	-	P
Service, Major											
Data Centers[5]	-	-	-	-	-	-	-	-	-	-	-
Heavy Construction and Land Excavation Contractors	-	-	-	-	-	P	P	-	-	-	P
Kennels and Animal Boarding[6]	-	S	P	-	-	P	-	-	-	-	P
Landscaping Services	P	P	P	-	-	P	S	-	-	-	P
Machine Shops and Tool and Die	-	-	-	-	-	P	P	-	-	-	P
Repair Services for Commercial and Industrial Machinery and Equipment	-	S	P	-	-	P	P	-	-	-	P
Truck Stops	-	-	S	-	-	P	P	-	-	-	P
Training Facilities											
Automobile Driver Schools	P	P	P	P	P	-	-	P	-	-	P
Technical/Trade Schools	P	P	P	P	P	P	S	P	-	-	P
Trucks and Heavy Equipment Driving Schools	-	-	P	-	-	P	P	P	-	-	P
Utilities and Public Works											
Dredge Spoil Disposal	-	-	-	-	-	-	-	S	-	-	-

Landfills (for nonhazardous, organic debris or construction debris only)	-	-	-	-	-	-	-	S	-	-	-
LP Gas Dealer and Bulk Storage	-	S	P	-	-	P	S	-	-	-	P
Municipal Pump Stations and Well Sites	P	P	P	P	P	P	P	P	P	S	P
Park and Ride Facilities	-	-	-	-	-	-	-	P	-	-	P
Power Generation and Distribution (electric and gas) Facilities	-	S	S	S	S	P	P	P	-	-	P
Public Works Facilities	-	-	-	-	-	P	P	P	-	-	P
Passenger Transit or Rail Stations	P	P	P	P	P	P	P	P	-	-	P
Vertiports for VTOL and eVTOL aircraft[7]	-	P	P	-	P	P	P	P	-	-	P
Solid Waste Transfer Stations	-	-	-	-	-	-	S	S	-	-	P
Wastewater Treatment Facilities	-	-	-	-	-	-	-	S	-	-	P
Water Supply Plants	-	-	-	-	-	-	-	S	-	-	P
Wireless Communication Facilities (L)	L	L	L	L	L	L	L	L	L	L	L
Vehicle Sales, Rental, Service, and Repair											
Automotive, Recreational Vehicle, and Boat Dealers	-	S	P	-	-	P	-	-	-	-	P
Car Washes	-	S	P	-	-	-	-	-	-	-	P

Commercial & Industrial Machinery & Equipment Rental and Leasing	-	S	P	-	-	P	P	-	-	-	P
Convenience Stores with Fueling Facilities (L)	P [3]	P	P	-	-	-	-	-	-	-	P
Motor Vehicle Towing Services	-	-	S	-	-	P	P	-	-	-	P
Motorcycle Dealers	-	P	P	-	-	P	-	-	-	-	P
Quick Lubrication or Tire Replacement Shop	-	P	P	-	-	P	-	-	-	-	P
Service Stations	P	P	P	-	-	P	-	-	-	-	P
Taxi and Limousine Services	P	P	P	-	-	-	-	-	-	-	P
Vehicle Rental/Leasing	-	S	P	-	-	P	-	-	-	-	P
Vehicle Repair	-	S	P	-	-	P	-	-	-	-	P
Warehousing											
Miniwarehouses, Office Warehouses and Self-Storage	-	S	P	-	-	P	-	-	-	-	P
Warehouse/Distribution Facilities (≥50,000 sq ft)	-	-	S	-	-	P	P	-	-	-	P
Warehouse/Distribution Facilities (<50,000 sq ft)	-	S	P	-	-	P	P	-	-	-	P

Footnotes for Table 3-4:

[1] Only if use is specifically mentioned within the MPD Development Agreement. Uses must be consistent with the criteria established for Master Planned Developments in Chapter 2.09.04.

[2] A medical marijuana treatment center dispensing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school. F.S. § 381.986 .

[3] New developments pursuant to the Live Local Act shall be authorized in accordance with Section 4.23, until the sunset of the Live Local Act on October 1, 2033, or as amended. Live Local Act developments shall be considered conforming after the sunset of the Act, as long as they maintain their affordability compliance as outlined in Section 4.23.

[4] If subject property is within 500 feet of any residential property, a special exception for the use is required in accordance with Section 2.07 Special Exceptions.

[5] Data Centers require a super-majority vote of the City Council pursuant to Section 3.01.06. In the event that the City Council approves a Data Center, it shall require a closed-loop cooling system, be limited to a zoning district of IND-1 or IND-2, and subject to meeting the Industrial Use Performance Standards of Section 4.14.02.

[6] In Mixed Use MPDs permitted in residential lots only if lot/parcel is 2.5 acres.

[7] Vertical Takeoff and Landing (VTOL) and Electronic Vertical Takeoff and Landing (eVTOL) aircraft takeoff and landing sites are known as vertiports. The locational siting and design of vertiports are subject to meeting requirements established by FDOT and the FAA, as amended. The operations for said aircraft shall meet any adopted FDOT or FAA regulations, as amended.

3.03.03. *Nonresidential and Mixed Use Districts—Dimensional Standards.* The following table contains the dimensional standards for the various uses allowed in each nonresidential and mixed use district. The following subsections contain additional standards for the various nonresidential mixed use districts.

Table 3-5. Nonresidential and Mixed Use Zoning Districts—Dimensional Standards

Zoning District Standard	COM-1	COM-2	COM-3	OFC-1	OFC-2	PSP	IND-1	IND-2	P&G	PRS	MPD
Minimum Lot Size	20,000 sq. ft.	20,000 sq. ft.	30,000 sq. ft.	15,000 sq. ft.	20,000 sq. ft.	20,000 sq. ft.	20,000 sq. ft.	1 acre	N/A	N/A	N/A
Minimum Lot Width [1]	100'	100'	100'	100'	100'	100'	100'	150'	N/A	N/A	N/A
Maximum Impervious Surface Ratio (ISR)	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.65	0.20	0.05	N/A [2]
Maximum Floor Area Ratio (FAR)	0.30 [3]	0.40	0.50	0.40	0.40	0.30	0.35	0.35	0.10	N/A	0.55
Maximum Building Height [4]	50'	100'	75'	75'	100'	100'	65'	65'	35'	35'	100'
Interior Side and Rear Setbacks [5]	10'	10' [6]	10' [6]	10'	10'	10'	10'	15'	5'	5'	N/A
Minimum Building Setbacks from Streets:											
Arterial/Collector Road [7]	25'	25'	25'	25'	25'	25'	25'	35'	35'	35'	N/A
Local Road	20'	20'	20'	20'	20'	20'	25'	35'	10'	10'	N/A

Footnotes for Table 3-5:

[1] In no event shall the lot frontage on a street or access easement be less than 20 feet.

[2] See Subsection 3.03.04 for open space requirements.

[3] The gross floor area of a neighborhood shopping center shall not exceed 50,000 square feet.

[4] See Subsection 3.04.04 for height restrictions within the Palm Coast Parkway Overlay Zone. Additional height is permitted for appurtenances in the IND-2 District, as required by federal and state regulatory agencies. See Chapter 13 for additional restrictions on building height that may be applicable.

[5] See Section 3.05 for setback determinations and setback requirements for multistory developments adjacent to residential zoning districts and wireless communication facilities and equipment compounds. Fifteen percent wider width required for corner lots. See Chapter 9 for subdivision design standards. In no event shall lot frontage on a street or access easement be less than 20 feet. Minimum setback requirement is 25 feet when abutting the SFR, DPX, EST, AGR, PRS, and P&G Districts.

[6] A zero-foot interior side setback is permitted for a large-scale retail center with an approved master plan.

[7] Building abutting any specific arterial or collector road listed in Table 11-5 of Chapter 11 require a 35-foot setback to accommodate the landscape buffer.

3.03.04. *Master Planned Development (MPD) Zoning District Development Standards.* Requesting a rezoning to the Master Planned Development District is a voluntary process commenced by an applicant proposing a master plan for a unique, individually planned development which would not otherwise be permitted in any of the zoning districts established by this chapter. An application for rezoning to a Master Planned Development District shall show that the planned development will produce a functional, enduring, and desirable environment, with no significant adverse impacts to adjacent properties.

A. *Purpose.* The purpose of the Master Planned Development District is to provide opportunities for innovative planning and design. Although greater flexibility is given within this district, procedures are established in this subsection to ensure that master planned developments are consistent with sound and generally accepted land development practices and that added benefit is accrued to the community. Approval of a Master Planned Development Agreement will be based on the finding that the submittal results in one or more of the following:

1. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the master planned development zoning approval; and/or
2. Long-term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the master planned development zoning approval.

B. *Intent.* The intent of the Master Planned Development District is to:

1. Encourage efficient land development through the use of innovative land use planning.
2. Encourage a more compatible and harmonious development of contiguous lands.
3. Permit the combining and coordinating of architectural styles, building forms, and building relationships within a development.
4. Provide for the planning, review, and approval of one or a combination of residential, commercial, industrial, recreational, and public land uses and structures that results in an organized development.

5. Minimize infrastructure costs through a more efficient arrangement of structures, utilities, on-site circulation, ingress, and egress than is permitted under conventional zoning and subdivision regulations.

6. Preserve to the greatest extent feasible environmental assets and natural amenities such as scenic and functional open space areas.

7. Establish specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary for the protection of the public health, safety, or welfare, or for the protection or preservation of lands either internal or external to the planned development.

C. *General requirements.*

1. *Comprehensive plan consistency.* The master planned development shall be consistent with the Comprehensive Plan. A Master Planned Development District is allowed within all Comprehensive Plan Future Land Use Map categories.

2. *Other ordinances.* All building and housing codes of the City are applicable to the Master Planned Development District; however, requirements for dimensional standards, parking, open space, and other land use regulations established in the master planned development plan may differ from those specific to the zoning district in which the development is located to achieve a higher level of quality. Special exceptions and variances are, therefore, not applicable to master planned development plans.

D. *Permitted uses, densities, and intensities.* All principal and accessory uses permitted within the Master Planned Development District, as provided for in Tables 3-2 and 3-4, noting that these uses are not meant to be exclusive, uses not listed in this chapter pursuant to Section 3.01.07 may be requested. All uses requested within a Master Planned Development District are subject to approval by the City Council based on consistency with the Comprehensive Plan and compatibility with the surrounding areas. The maximum gross residential density or nonresidential intensity permitted within any proposed master planned development shall not exceed the density or intensity permitted within the Comprehensive Plan Future Land Use Map category where the particular master planned development is proposed.

E. *Development standards.* All development standards including, but not limited to, lot sizes, setbacks, lot coverage, building height, lighting, architecture, landscaping, recreation, and open space shall be specified in the Master Planned Development agreement.

F. *Compatibility standards.* In order to ensure compatibility of the master planned development the following shall apply whenever the proposed development abuts a single-family detached residentially zoned development:

1. Residential lot arrangement at the master planned development property line(s), including width, depth, and area shall be consistent with the average width, depth, and area of the abutting existing neighborhood with a variation of no more than 25 percent less than the average;

2. Residential and nonresidential building height adjacent to residential zoning districts shall comply with the requirements of Chapter 13.

3. Nonresidential delivery and loading areas, dumpsters, and mechanical equipment shall be located away from property lines abutting residential areas.

4. Development shall be generally consistent with the Architectural Design Regulations contained in Chapter 13.

G. *Perimeter buffer requirement.* Whenever a master planned development abuts existing developments with lower density or intensity land uses, the City Council may impose perimeter buffer requirements in excess of the minimum requirements established in Chapter 11 in order to protect the privacy of existing adjoining uses including, but not limited to:

1. Structures, buildings, and streets located at the perimeter of the development shall be permanently screened in a manner that sufficiently protects the privacy and amenities of the adjacent existing uses.

2. Increased setbacks from the perimeter line may be imposed to protect privacy of adjacent existing uses.

H. *Vehicular and pedestrian access and parking.* The master planned development shall be designed in a way that integrates pedestrian, bicycle, and vehicular traffic circulation systems into the surrounding community. The development shall provide for safe and convenient access to public uses, common areas, and other community services, facilities, and activities located both within the proposed development and beyond its boundaries.

1. All uses within the master planned development shall have access to a public street either directly or indirectly via a private approach road, pedestrian way, court, or other area dedicated by a common easement guaranteeing access. Permitted uses are not necessarily required to front on a dedicated road. The City shall be allowed access on privately owned roadways, easements, and common open space to ensure the police and fire protection of the area, to meet emergency needs, to conduct City services and services of exclusive franchises, and to generally ensure the health and safety of the residents of the master planned development.

2. Vehicular access from individual lots or dwelling units onto arterial or collector streets within or adjacent to the development is discouraged.

3. Adequate parking and loading shall be provided in general conformance with regulations established in Chapter 5. However, the minimum number of parking spaces required may be modified, based on evidence that other standards would be more reasonable. A decision to reduce the number of parking spaces shall be based on technical information provided by a qualified consultant that verifies the reduction will not impair the functioning of the development or adjacent developments.

I. *Open space requirement.* A master planned development shall give priority to preservation and interconnection of wildlife corridors and wildlife preservation areas, including below grade crossings, if necessary. Open space should, to the maximum extent possible, preserve the most important environmental features on the site in their natural state or restrict these areas for passive outdoor recreational purposes only.

Master planned developments within a Development of Regional Impact are exempt from the open space requirements of this section, provided that the master planned development must comply and be consistent with the development of regional impact development order.

1. *Minimum required open space.* A master planned development shall be required to provide open space totaling 40 percent of its gross area. For a development with residential uses, at least 25 percent of the total required open space shall be common areas accessible to the public. Additional open space shall be, where possible, located and designed to achieve the following:

   a. Provide areas for informal recreation and pathways;

   b. Connect to adjacent open space, parks, bike paths, or pedestrian paths;

   c. Provide natural greenbelts along roadways; and

   d. Buffer adjacent land uses where appropriate.

2. *Open space requirement flexibility.* As an alternative to meeting the open space percentage noted above, an applicant may propose alternative solutions such as, but not limited to, green building principles, land donation, or other mechanisms that would justify the lower percentage.

3. *Permitted uses of open space.* For the purpose of this section, open space does not equate to pervious areas. Therefore, the following uses as permitted within the required open space area:

   a. Pervious areas including, but not limited to, conservation of natural, archeological, and historical resources; and woodlands, wetlands, ponds, lakes, wildlife corridors, landscape, and similar environmental or conservation-oriented areas.

   b. Walking or bicycling trails or paths paved with pervious or semipervious materials.

   c. Passive recreation areas such as playgrounds which meet the following standards:

      (1) Such areas do not exceed ten percent of the required open space; and

      (2) Such areas are located outside any conservation areas that include wetlands that qualify as moderate and optimal in Chapter 10.

   d. Easements for drainage and underground utility lines.

   e. Stormwater retention and detention ponds.

   f. Golf courses, disc golf, or similar open field based recreational areas.

4. *Prohibited uses of open space.*

   a. Roads and parking lots.

   b. Buildings, structures, and other impervious surfaces, except as necessary for residential walkways connecting to public sidewalks.

5. *Common open space and improvements.* All common open space, as well as public and recreation facilities shall be specifically included in the development plan and Master Planned Development Agreement.

   a. Common improvements associated with residential uses, including private or public parks, pools, recreation centers, or other facilities shall be constructed in conjunction with residential dwellings. Such facilities shall be completed at a rate equal to that which is capable of serving the number of completed residential units in the master planned development. Therefore, recreational facilities must be permitted and under construction prior to the issuance of the 25th permit of the units for which the improvements are intended.

   b. Public improvements must be backed by performance bonds issued to the City in a form and quantity acceptable to the Land Use Administrator. The Land Use Administrator must approve the bond prior to the issuance of the first residential permit.

   c. Improvements may be completed in phases as long as the capacity of the improvement is capable of serving the associated phase of development.

6. *Conveyance and preservation of open space.* Open space shall be preserved in perpetuity based upon the type of space and the user, as follows:

   a. Common open space, proposed for use of the master planned development owners and residents, shall be conveyed to a homeowners association or to a nonprofit organization whose principal purpose is the conservation of open space, to a corporation or trust owned or to be owned by the owners of the lots or dwelling units within the residential cluster development, or to owners of shares within a cooperative development. If such a corporation or trust is used, ownership shall pass with the conveyances of the lots or dwelling units. The conveyance shall be recommended to the City Council by the Planning and Land Development Regulation Board and shall be in a form approved by the City Attorney.

b. Open space associated with natural features including, but not limited to, wetlands and other environmentally sensitive areas shall be preserved in perpetuity via a conservation easement on a form approved by the City that shall be recorded with the Flagler County Clerk.

7. *Maintenance of common areas, stormwater conveyance system, and open space.* Homeowners or Property Owners Association Bylaws shall be required for a master planned development project and shall identify the party(ies) or person(s) responsible for maintaining the common areas, stormwater conveyance system, and open space, including multiuse trails open to the public.

J. *Existing golf course communities.* Existing golf courses communities located within the former Golf Course Community (GCC) District seeking to add residential units must comply with the standards established for the Master Planned Development District. In addition, the development shall utilize the following guidelines in order to minimize adverse impacts on any abutting single-family residentially zoned areas.

1. Existing direct golf course views from the rear yards of all existing, platted lots located within any residentially zoned districts directly abutting the site shall be maintained. Peripheral (i.e. side) views from these existing rear yards may be impacted by new development and new development may be visible from existing development.

2. Existing golf course views from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical.

3. Multifamily uses shall be surrounded by fairways, clubhouse, and/or other golf course facilities to buffer single-family areas within the same development. The multifamily uses shall not be located within 150 feet from any existing, platted lots located within a residentially zoned area.

K. *Master planned development review and approval process.* The application for a master planned development and the rezoning, along with the required Master Planned Development Agreement, shall be submitted and approved in conformance with Chapter 2.

(Ord. No. 2009-26, §§ 11, 12, 12-15-09; Ord. No. 2012-3, § 2(Exh. 1), 5-1-12; Ord. No. 2015-08 , § 2, 7-21-15; Ord. No. 2015-9 , §§ 2, 4, 8-4-15; Ord. No. 2017-19 , § 3, 10-17-17; Ord. No. 2018-02 , § 4, 2-6-18; Ord. No. 2020-09 , § 2, 8-18-20)

Sec. 3.04. - Overlay Zones.

3.04.01. *Purpose and intent.* The intent of this section is to establish certain overlay zones within which special development restrictions are imposed. The land uses permitted within the underlying zoning districts remain undisturbed by the creation of the overlay zone.

3.04.02. *Wetland Probability zone.*

A. *Purpose.* The purpose of the wetland probability zone is to designate areas within the City containing significant wetland areas. The wetland probability zone is synonymous with the previous name wetland overlay zone.

B. *Delineation of wetland probability zone boundaries.* The wetland probability zone boundaries delineate areas in which aerial maps, the Future Land Use Map, or other sources of conceptual wetland mapping information indicate that the subject parcel or lot appears to meet at least one of the following conditions:

1. More than 50 percent of the land area within the parcel or lot contains wetlands as defined and protected under Chapter 10.

2. The parcel or lot contains wetlands that are part of a protected environmental or resource corridor or an integrated, non-isolated wetland system.

3. The location of the wetlands on the parcel or lot is situated in such a manner that the property's future development may be substantially restricted.

C. *Restrictions to future development within a wetland probability zone.* Although the wetland probability zone designation is an indication that a property's future development may be restricted due to the presence of wetlands, the designation itself does not entail any specific development regulations. Upon determination of the jurisdictional wetlands boundary by the St. Johns River Water Management District or other government designated entities and the application of Chapter 10, the parcel or lot is permitted to develop in accordance with the prescribed standards of its zoning district.

D. *Preserved wetland areas.* Preserved wetland areas may be used on a parcel or lot to meet setback requirements, to provide credit toward meeting landscape requirements, and to provide pervious area. Twenty-five percent of preserved wetland areas may count in the gross acreage used to calculate residential density in accordance with Section 3.05.

E. *Wetlands impacts.* The wetland probability zone designation neither precludes impacts to wetlands nor does it provide justification for wetland impacts. Chapter 10 contains the City's regulations regarding wetland impacts.

3.04.03. *Gateway Overlay Zone.*

A. *Purpose.* The purpose of the gateway overlay zone is to establish provisions that enable development of a unique hub located within the City's State Road 100 Community Redevelopment Area. This shall be accomplished by implementation of land development criteria promoting redevelopment that provides consistent landscape and architectural standards compatible with the approved Town Center Development of Regional Impact. At the same time, the City recognizes that there are existing uses, both nonresidential and residential, within the gateway overlay zone that need to remain as viable properties during the interim period before redevelopment can occur. The gateway overlay zone is intended to:

1. Ensure the roadways develop into a cohesive, scenic gateway;

2. Provide uniform design standards to establish high quality development;

3. Prevent disjointed, disorganized development caused by unplanned and uncoordinated uses, buildings, and structures; and

4. Maintain and enhance property values.

B. *Description of district.* The boundary of the gateway overlay zone is delineated on the Official Zoning Map and is generally described as being bounded on the west by Bulldog Drive, on the north by the northerly property lines of the Midway Park First Addition Subdivision and southeasterly to the northern lot lines of Whispering Pines Subdivision; on the east by the east lot lines of Whispering Pines Subdivision; and on the south by the northerly right-of-way line of State Road 100.

C. *Site planning guidelines.* Site design shall specifically address the creation of an attractive, safe, and functional urban environment. The requirements contained in Chapter 13 relating to general architectural design shall apply to lands within this overlay zone as well as the following guidelines, which are unique to this zone.

1. *Building design, layout, and orientation.*

a. Buildings shall be organized to create or strengthen view corridors to significant natural or man-made features.

b. Building siting and orientation shall create a healthier pedestrian environment designed within the existing urban framework and linked to outdoor spaces including parks, plazas, and walkways.

c. When two or more buildings are proposed on a single lot of record, the primary building shall be oriented to face the public right-of-way.

d. Buildings shall be oriented to maximize pedestrian access and views of significant natural or man-made features, even if there is a primary façade on the public right-of-way.

e. Building orientation and massing should relate to nearby buildings and to the urban context, with off-street parking areas located to the sides and rear of the site.

f. In order to provide a unified design with the main structure and enhance the visual impact of outparcels on a site, all exterior façades of the outparcel buildings shall be considered primary façades and shall employ architectural and landscape design treatments similar to or compatible with the primary building and anchor tenant.

g. Secondary building entrances shall be considered when parking is located to the rear of the building to provide direct service and customer access to the store from parking areas as well as improve circulation between the parking lots and the street. Architectural embellishments, awnings, landscaping, and directional signage shall be used to mark the secondary entrance, and the design and building materials of the rear of the building shall be consistent with the front facade.

h. Corporate building design that is typically read as signage or branding is discouraged.

2. *Vehicular and pedestrian access and parking.*

a. Vehicular connection between the buildings, including the main structures and outparcels, is required to provide for safe and convenient vehicular movement within the site.

b. Interconnection of pedestrian walkways with the main structure and adjacent outparcels is required. Pedestrian walkways that are incorporated into parking areas or roadways shall be distinguished as such through the use of different materials.

c. The site plan shall be integrated with adjacent parcels to provide a logical, safe, and harmonious system of roadways and interconnecting bike paths and sidewalks.

d. Parking areas shall be designed to avoid the appearance of a large expanse of pavement, and shall be conducive to safe pedestrian access and circulation.

e. Joint or shared parking and cross-access are encouraged to create physical and visual linkages and to create more developable areas for commercial, institutional, and amenity uses.

3. *Maintenance and service areas.*

a. All maintenance and service areas shall be located in the rear of the buildings or, if a rear location is not possible, such areas shall be screened from public view.

b. Efficient access shall be provided to service drops and maintenance or trash collection areas.

D. *Building design.*

1. Building height shall not exceed 45 feet.

2. Buildings shall have architectural features and patterns that provide visual interest from the perspective of pedestrians and motorists. Buildings shall include substantial variation in

mass, such as articulation of vertical and horizontal planes, particularly in primary building facades.

3. Building facades shall be designed to avoid visual monotony. Landscaping may be employed to enhance the architectural features, but shall not be used in lieu of the following:

   a. Facades shall not exceed 30 horizontal feet and ten vertical feet without incorporation of two of the following elements:

      (1) A change in plane, such as an offset, reveal, or projecting rib. Such plane projections or recesses may include, but are not limited to, columns, planters, arches, and voids and shall be a minimum of 12 inches in depth, applied to at least 20 percent of the building length;

      (2) Control and expansion joints constitute a blank wall, unless used in a decorative pattern with varied materials or textures and spaced a maximum of ten feet on center. Relief and reveal depth shall be a minimum of three-quarters of an inch;

      (3) Architectural details, such as raised bands and cornices;

      (4) Awnings; or

      (5) Change in color and/or texture (banding alone does not constitute a change in color or texture).

   b. Facades that extend for more than 100 feet in length shall incorporate, in addition to two of the above requirements, at least one of the following elements:

      (1) A change in plane, such as an offset, reveal, or projection rib a minimum of 12 inches in depth, with a maximum spacing of 100 feet between features;

      (2) Prominent public entrance defined by substantive architectural features; or

      (3) Change in building material, such as split face block.

4. Facade treatments for primary and secondary facades shall include the following:

   a. Primary facades shall have at least two of the following elements for at least 60 percent of the width of the facade:

      (1) Public entrances;

      (2) Arcades or other roof treatment such as shutters or secondary roofs to provide pedestrian shade and facade interest;

      (3) Windows;

      (4) Awnings, associated with windows or doors; or

      (5) Foundation plantings adjacent to the building with a minimum width of five feet.

   b. Secondary facades shall incorporate two of the following design elements for primary facades:

      (1) The first floor of all buildings, including structured parking, shall be designed to encourage pedestrian-scale activity;

      (2) Overhangs/awnings shall be no less than five feet deep to protect pedestrians from inclement weather;

      (3) The highest point of a first floor awning on a multistory building shall not be higher than the midpoint between the top of the first story window and the second story windowsill;

(4) Accessory structures including, but not limited to, carwash buildings and gas station/convenience store canopies, shall have the same architectural detail, design elements, and roof design as the primary structure; or

(5) All additions, alterations, and accessory buildings shall be compatible with the principal structure in design and materials.

5. Fenestration details such as windows, awnings, covered arcades, sills, shutters, relieves, trims, pilasters, accent tiles, quoins, reveals, cornices, arches, and decorative vents shall be provided along a minimum of 60 percent of the façade length of the front elevation. If a side or rear elevation is contiguous to a public street or residential use, 40 percent of the elevation must have fenestration details.

6. Entrances.

a. Primary customer entrances shall face a public street. Buildings larger than 30,000 square feet located on corner lots shall provide customer entrances on both streets, or a corner entrance. Additional entrances are encouraged facing parking lots, plazas, lake fronts, and adjacent buildings. When a property is adjacent to multiple public streets, the street that carries the greatest volume of traffic is the preferred orientation for the main entrance.

b. A primary and a secondary entry feature design element listed below shall be provided at each customer entrance:

(1) *Primary.*

• Canopies, porte-cochere, or porticos.

• Wall recess or projection a minimum of 12 inches in depth.

• Covered arcades, a minimum of eight feet clear in width.

• Peaked roof forms.

• Arches, columns, or pilasters.

• Landscape planters a minimum width of five feet.

(2) *Secondary.*

• Overhangs, cornices, and eaves.

• Decorative moldings or trims around windows and doors.

• Covered public outdoor patio or plaza incorporated with entry area which is not part of a tenant space.

• Special pavers, bricks, decorative concrete, or similar marked pavement treatment.

• Architectural details, such as tile work or moldings.

• Landscape planters a minimum width of five feet.

7. *Roofs.*

a. Buildings shall have a recognizable top consisting of but not limited to: cornice treatments, roof overhangs with brackets, steeped parapets, and richly textured materials. Color bands, typically used for advertising, are prohibited.

b. A primary roof is the portion of the roof that covers the main area of the building. A secondary roof is the portion of the roof covering smaller extensions of the structure. A primary and a secondary roof design element, selected from those listed below, shall be incorporated into the design:

(1) *Primary.*

• Articulated parapet—The highest point of the parapet shall not at any point exceed 15 percent of the height of the supporting wall.

• Pitched roof with minimum 12 inches overhanging eaves.

• Three or more roof plane breaks or slopes per facade elevation.

• Any combination of the above.

(2) *Secondary.*

• Decorative roof details, such as dormers, cupolas, rafter tails, balconies, terraces, or exposed beams.

• Three-dimensional cornices with decorative moldings.

• Pediments, porticos, architectural features at entryways, or decorative towers.

E. *Pedestrian amenities.*

1. Where development abuts a collector or arterial road, walkways a minimum of five feet in width shall be provided from each adjacent perimeter public sidewalk to all customer entrances. Where development abuts a local road, walkways a minimum of four feet in width shall be provided from each adjacent perimeter public sidewalk to all customer entrances. All such walkways shall include the following:

a. One native canopy tree for each 30 linear feet with a maximum spacing of 50 feet between trees; trees may be massed to enhance views, create public spaces or otherwise improve the overall appearance of the project; and

b. A bench every 200 feet between the public right-of-way and the front customer entrance.

2. Walkways traversing vehicular use areas shall be accented with special pavers, bricks, decorative concrete, stamped concrete, or similar decorative pavement treatment consistent with the Town Center Development of Regional Impact theme.

3. Bicycle parking/storage shall be provided in accordance with Chapter 5.

F. *Service, utility, display, and storage areas.* In addition to the service, utility, display, and storage requirements of Chapter 13, developments within this district shall also meet the following requirements:

1. All utilities shall be located underground;

2. Outdoor storage of materials is prohibited;

3. Outdoor display of merchandise is permissible if the merchandise is related to the business occurring on the property, does not affect pedestrian and vehicular circulation, and can be stored either inside the building or in an area screened from public view when the business is not open; and

4. Vending machines located outside of buildings or structures are prohibited.

G. *Site lighting.*

1. Site lighting shall be provided along all streets, sidewalks, parking lots, steps/ramps, plazas, and other areas of high pedestrian use.
2. Light fixtures shall be spaced in a manner to provide soft and uniform illumination for a given area or corridor.
3. Light fixtures shall be consistent with Town Center Development of Regional Impact theme, style, materials, scale, proportion, color, and location.
4. Building lighting shall consist of light fixtures mounted on or near the building.
5. Areas to be lit shall have a system of hierarchy or priority to establish which elements or areas will have the most emphasis in regard to lighting intensity and color. High design areas such as building facades, entries, and walkways shall receive the highest priority.
6. Landscape lighting shall be of low-level illumination with tones and colors that enhance the look of the plant material. Fixtures and light source shall be concealed.
7. Light pole maximum heights: parking lots and access drives—30 feet; pedestrian walkways, terraces, plazas—20 feet.
8. Illumination shall be limited to the site and shall not cause glare or visual disturbance to adjacent properties.
9. Flood lighting, beacon, or search lights, except as limited by state of Florida or federal law, or drop lens fixtures are prohibited.
10. Animated lighting is prohibited.
11. See Chapter 9 for further site lighting criteria.

H. *Landscape standards.* The requirements contained in Chapter 11 shall apply to lands within the gateway overlay zone. Quercus virginiana (live oak) shall be used as the street tree where properties abut State Road 100.

I. *Signage.* The provisions of Chapter 12 shall regulate all signs in the gateway overlay zone; however, off-site signs are prohibited.

3.04.04. *Palm Coast Parkway Overlay Zone.*

A. *Purpose.* The purpose of the Palm Coast Parkway overlay zone is to impose additional standards for new construction of nonresidential and multifamily development within its boundaries. The Palm Coast Parkway overlay zone is intended to:

1. Provide for additional access management controls to ensure that Palm Coast Parkway develops into an attractive functional roadway corridor meeting the needs of vehicles and pedestrians; and
2. Prevent disjointed, disorganized development caused by unplanned and uncoordinated building layout and design.

B. *Description of district.* The boundary of the Palm Coast Parkway Overlay Zone is delineated on the Official Zoning Map and is generally described as the corridor along Palm Coast Parkway between U.S. Highway 1 east to the Hammock Dunes Toll Bridge.

C. *Site plan submittal requirements.* Development within the overlay zone shall be subject to review and approval as outlined in Chapter 2.

D. *Site planning guidelines.* Site design shall specifically address the creation of an attractive, safe, and functional urban corridor. The requirements contained in Chapter 13 relating to general architectural design shall apply to lands within this overlay zone.

1. Building design, layout, and orientation.

2. Vehicular and pedestrian access and parking.

3. Mechanical equipment, utilities, and storage areas.

E. *Building height.* The maximum height permitted within the Palm Coast Parkway overlay zone is 50 feet, inclusive of all appurtenances, except for wireless telecommunication facilities.

F. *Landscape standards.* The requirements contained in Chapter 11 shall apply to lands within this overlay zone. Quercus virginiana (live oak) shall be used as the street tree.

G. *Signage.* The provisions of Chapter 12 shall regulate all signs in the Palm Coast Parkway overlay zone; however, off-site signs are prohibited.

3.04.05. *Airport Area Economic Development Incentive.*

A. *Purpose.* The Palm Coast/Flagler County Airport Area Master Plan proposes specific areas for targeted economic development called Economic Development Areas (EDA). The Airport Area Economic Development Incentive specifies allowable uses and development standards for each EDA. These uses and standards are intended to encourage the development of targeted businesses and other industries at specific locations. The Airport Area Economic Development Incentive can be applied to three distinct areas, which are expected to develop with different intensities and development patterns: EDA-1, EDA-2, and EDA-3 (see Exhibit A to Ord. No. 2009-17).

In order to encourage the desired development to occur within the EDAs specific location-based incentives have been developed. Property-owners (agents) that seek development approval through the Master Planned Development (MPD) rezone process may apply for the location-based development incentives. In addition to the location-based incentives, MPD projects located within the EDAs may also apply for performance-based bonuses. This section (1) introduces the EDA areas and the associated location-based incentives, (2) outlines the processes to access the location-based incentives and (3) introduces performance-based development bonuses that may be available to qualifying development.

Portions of EDA Areas 1, 2, 3 are currently outside City boundaries. Airport Opportunity Areas A and C are currently outside the City boundaries.

B. *Economic development areas.*

EDA #1 is located adjacent to the southeast side of the airport between the airport's boundary and Seminole Woods Boulevard. EDA #1 is intended to provide for industrial and office development that is compatible with the continuing operation and expansion of the Flagler County Airport.

EDA #2 is located on the north side of Seminole Woods Boulevard. EDA #2 is intended to provide for compact mixed-use development. This area shall be developed as a neighborhood center characterized by employment and retail opportunities. Development shall emphasize pedestrian connectivity to the surrounding residential areas and established neighborhoods.

EDA #3 is located between I-95 and Old Kings Highway. EDA #3 is intended to attract larger corporate office development and foster the development of a campus-like corporate park or an industrial park. Potential users include corporate offices, hotels, higher-density residential, and support uses that benefit from the close proximity to, and with high visibility from, Interstate 95.

C. *Opportunity Areas A and C.*

Opportunity Area A is located on SR 100 north of the airport and across from Palm Coast's State Road 100 Community Redevelopment Area and the Gateway Overlay Zone. This area is located within Flagler County, is approximately 30 acres, and has commercial zoning. This site was identified as Opportunity Area A in the 2009 Palm Coast/Flagler County Airport Master.

Opportunity Area C is located on SR 100 north of the airport and across from Palm Coast's State Road 100 Community Redevelopment Area and the Gateway Overlay Zone. This area is approximately 81 acres, located within Flagler County and has PUD zoning. This site was identified as Opportunity Area C in the 2009 Palm Coast/Flagler County Airport Master Plan.

D. *Applicability.* The development incentives and development standards contained in this section shall apply to all new development and redevelopment of sites within the EDAs and Opportunity Areas A and C. The incentives and standards are intended to encourage targeted industry development within the EDAs to promote superior site and building design, and improve the functional arrangement of buildings and site components, such as parking, utilities, loading, and service areas and promote a shared vision and compatible built environment as it relates to the SR 100 corridor, which includes the City of Palm Coast's Community Revitalization Area (CRA), Gateway Overlay Zone and Towncenter Master Planned Development (MPD) related-development on the northern side of SR 100.

E. *Approval process.* Owners of property within the EDAs have the option of developing under two scenarios as follows:

1. *Current zoning based (entitlement) development.* Applicants have the option of developing their properties subject to the zoning classification of the property. Properties developed based on their current zoning are not eligible for any incentives.

2. *Rezone to Master Planned Development (MPD).* Rezone the property to MPD which will qualify the property for incentives as follows:

   a. Location-based incentives detailed in Subsection E.

   b. Performance-based incentives that are outlined in Subsection F.

F. *Location-based development incentives.* In order to encourage economic development and job creation at the Economic Development Areas and implement the economic development objectives of the Palm Coast/Flagler County Airport Area Master Plan, the following location-based incentives may be utilized by development reviewed through the MPD process. Note that incentives may restrict building height and/or open space in certain areas. The existing zoning development thresholds are shown to illustrate the Overlay areas' incentives.

Economic Development Area 1

	Current Zoning Thresholds				
	City of Palm Coast			**Flagler County**	
Regulations	PSP	COM-2	IND-1	IND-PUD	Incentives*
Open Space	30%	30%	30%	(1)	30%
Height	100' [2]	100' [2]	65' [2]	(1) [2]	100' [2]
FAR	.30	.40	.35	(1)	.50

(1) To be determined during the development agreement approval process.

(2) Must comply with the Airport Approach Hazard Overlay and FAR 77 requirements.

* Location-based incentives available only through development participating in MPD process.

Economic Development Area 2

Regulations	Flagler County Current Zoning Thresholds			Incentives*	
	AC	**NRC PUD**	**PUD**	**Mixed Use and Non-Residential**	**Residential**
Open Space	75%	(1)	(1)	40% area wide	40% area wide
Height	No Max. [2]	(1) [2]	(1) [2]	75' [2]	45' [2]
Res. Density	1 unit/20 acres	1 unit/acre	1 unit/acre	12 units/acre	10 units/acre
FAR	N/A	(1)	(1)	.50	N/A
ISR	.25	(1)	(1)	.60	N/A

(1) To be determined during the development agreement approval process.

(2) Must comply with the Airport Approach Hazard Overlay and FAR 77 requirements.

* Location based incentives available only through development participating in MPD process.

Economic Development Area 3

Regulations	Flagler County Current Zoning Thresholds	Incentives*

[redacted]	AC	[redacted]
Open Space	75%	40% per site
Height	No Max.	100' [1]
Res. Density	1 unit/20 acres	Min. 8 to Max. 12 units/acre
FAR	N/A	.55
ISR	.25	.60

(1) To be determined during the development agreement approval process.

* Location based incentives available only through development participating in MPD process.

G. *Performance based development bonuses.* Performance-based development bonuses may be available for projects that are located within one of the EDAs and that are also utilizing the MPD approval process. These additional bonuses are meant to complement any financial or other incentives that may have been offered by the City to attract targeted developments to the economic development areas and do not exclude the use of additional incentives. These additional incentives shall be based on specific project design and/or satisfaction of other performance criteria as stipulated by the City through the use of a development agreement. Approval of the bonus, including terms and conditions shall be negotiated by the applicant with the City, on a case-by-case basis. Any potential incentives, developed during the negotiations with City, shall be detailed in an associated development agreement. Final approval of the development agreement and the potential use of incentives that may be utilized by the applicant will be at the discretion of the City Council.

1. *Non-residential intensity (floor area ratio-FAR) bonus.*

   a. Developments that incorporate the use of green building practices (as identified by the United States Green Building Council and/or the Florida Green Building Coalition including but not limited to, green roofs, energy efficient windows, solar energy, reused or recycled materials, renewable materials, use of grey water, etc.) in the design and materials of a building, and can demonstrate a significant energy and water consumption reduction may receive a maximum increase of 0.25 FAR.

   b. The use of shared parking helps reduce the amount of paved surface in the case of surface parking, or building mass in the case of structure parking. Therefore, mixed-use projects within the EDA overlay using the shared parking standards would be eligible for an increase of 0.25 FAR.

2. *Open space requirement reduction bonus.*

   a. Stormwater management facilities are considered "open space" for the purpose of meeting the open space requirement. Combining such facilities with neighboring properties may decrease the need for buffers around ponds. Therefore, the use of shared or off-site stormwater management facilities for multiple developments may

allow for a reduction in the open space requirement of the master plan development by up to five percent.

b. Developments within the EDA overlay may reduce the open space requirement by a maximum of five percent if the development incorporates the use of a permeable or semi-permeable surface for parking spaces. The amount of permeable/semi-permeable surface shall be no less than the proposed reduction in open space. In no case shall stormwater requirements be reduced. Stormwater management facilities shall meet all applicable City and St. Johns River Water Management District rules and regulations.

3. *Parking space requirement reduction bonus.* The City encourages development design and use concepts that provide transportation alternatives that may reduce the dependence on and the use of automobiles. The use of Transportation Demand Management (TDM) practices in the design and construction of development projects may qualify a project for a reduction in minimum parking space requirements by a maximum of ten percent. TDM practices and facilities include but are not limited to:

- Inclusion of employee drop-off and pick-up areas in the development;
- Inclusion of cab (taxi) stand areas in the development;
- Inclusion of on-site, employee service facilities such as, daycare facilities, cafeterias, etc., in the development;
- Inclusion in project design and development of improved connections to planned or existing bike or pedestrian paths to the facility;
- Provision of bicycle storage facilities (racks/lockers) and changing facilities for employees (locker rooms and showers); and
- Inclusion in project design and development of facilities to accommodate planned or existing mass transit (buses). This may include, but is not limited to, bus turnouts, bus shelters, bus lanes, and park and ride lots.

4. *Setback requirement reduction bonus.* The minimum required setbacks may be reduced by a maximum of five feet for the front setback and two feet for the rear and side setbacks if additional landscaping (must exceed 20 percent of the required plant material and provide a variety of species) is provided within the required buffer yards. Setback reductions are not available for parcels local on the following roadways: Seminole Woods Boulevard, Belle Terre Boulevard, and Old King's Road.

5. *Green development LEED certification (fee refund).* The Leadership in Energy and Environmental Design (LEED) Green Building Rating System, developed by the U.S. Green Building Council (USGBC), provides a suite of standards for environmentally sustainable construction. The Florida Green Building Coalition (FGBC) also offers Green Building certification. If a completed project receives a LEED certification from the USGBC, the developer may request a refund up to 60 percent of the associated Rezoning Application Fee and Technical Site Plan Application Review Fee. The applicant shall provide the City acceptable documentation of the project receiving LEED certification from the USGBC. If a completed project receives a Green Building certification from the FGBC, or an equivalent certification (such as the National Association of Home Builders National Green Building Standards), the developer may request a refund up to 40 percent of the associated Rezoning Fees and Site Development Review Fees. The applicant shall provide the City acceptable documentation of the project receiving LEED certification and Green Building certification

from the USGBC and the FGBC respectively, or documentation of an equivalent certification. The development agreement associated with the MPD project seeking this refund must contain language stating that the developer will be seeking said refunds upon completion of the project and after issuance of the certificate of occupancy.

Specifically for Opportunity Areas A and C, state and federal wetland permitting standards shall be considered as acceptable documentation to verify compliance with the City's ULDC and Comprehensive Plan.

(Ord. No. 2009-17, § 3(Exh. A), 7-21-09; Ord. No. 2015-9 , § 2, 8-4-15; Ord. No. 2018-14 , § 3(Exh. A), 5-15-18)

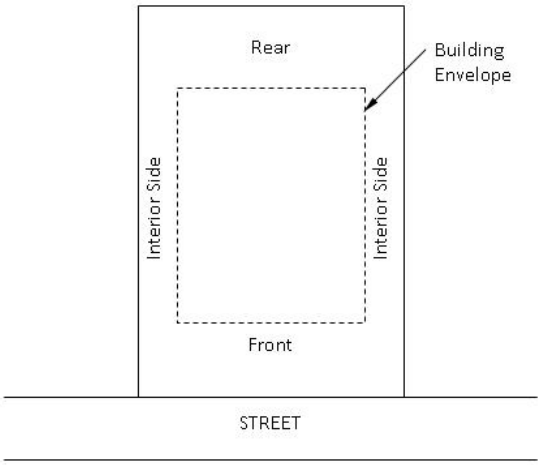
Sec. 3.05. - Interpretations.

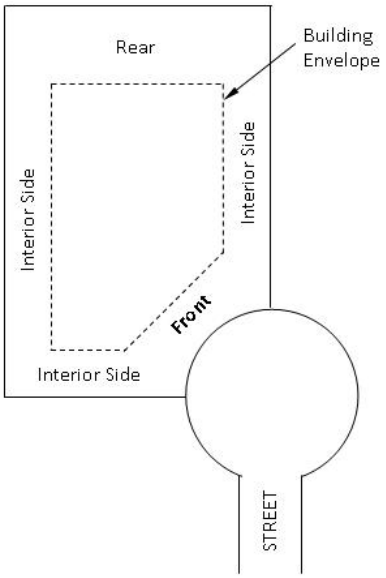
3.05.01. *Lot width and frontage.* Lot frontage shall be measured along the front property line, while lot width shall be measured along the front setback line.

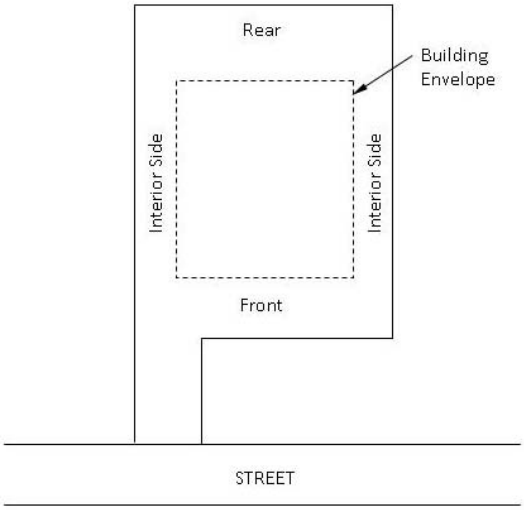
3.05.02. *Building setbacks.* Building setbacks shall be measured from the property line or, if applicable, from the edge of a private street or the boundary line of an access easement located on the subject property to the wall of the building. The required building setbacks determine the building envelope. In no event shall a structure encroach within an easement, inclusive of eaves, unless specifically approved by the Land Use Administrator.

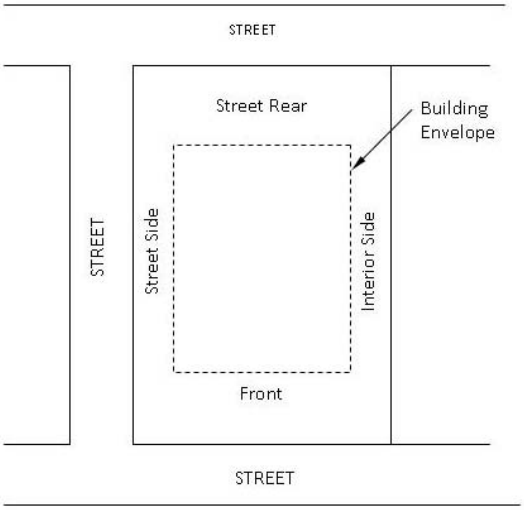
A. *Determining building setbacks.* Front, side, and rear yard setbacks shall be determined based on the following. In cases of uncertainty, the Land Use Administrator shall determine the setbacks based on the following guidelines:

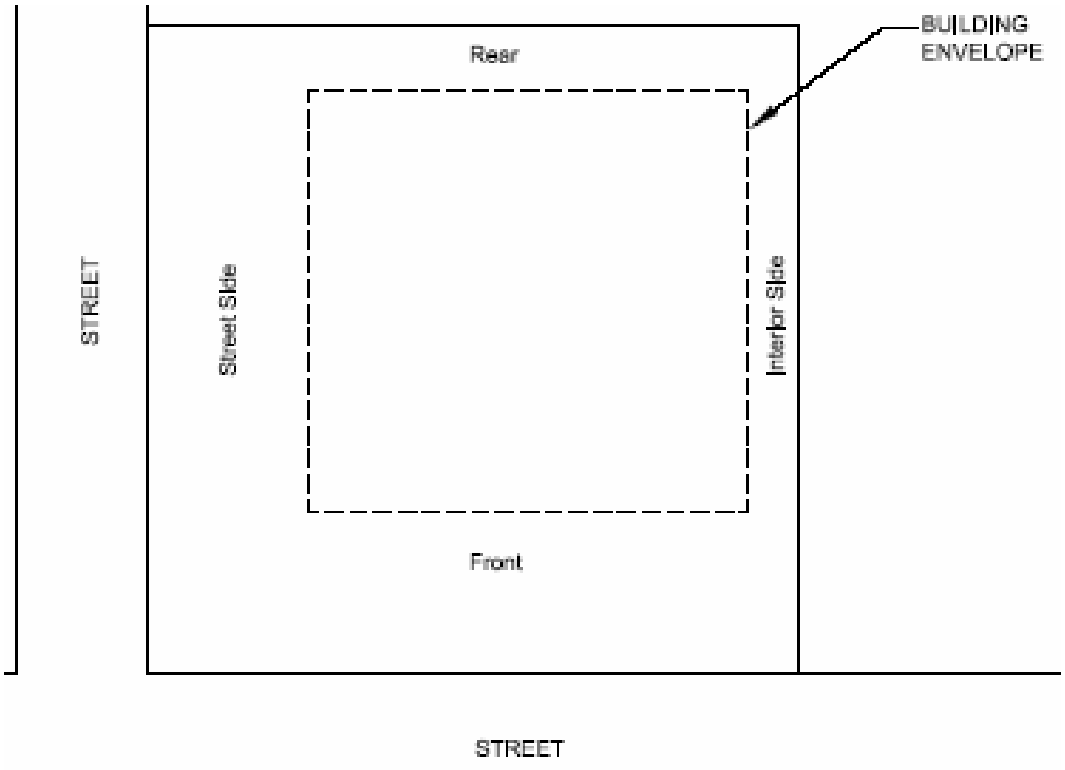
1. The front yard setback shall be considered that portion, typically along the lot's narrowest part, which abuts the street or roadway where access is provided. Consideration shall be given to a structure's orientation in making a front yard setback determination (i.e. the front of a building faces the front of the lot).
2. The rear yard setback typically runs parallel to the front yard setback and does not connect to the front yard setback.
3. The side yard setbacks connect the front and rear setbacks and are perpendicular to them on square or rectangular lots.
4. Front setback on flag lots shall be measured at lot width and the lot frontage shall be determined on a case-by-case basis with consideration to surrounding property and dwelling unit orientation.


Rear
Building Envelope
Interior Side
Interior Side
Front
STREET


Rear
Building Envelope
Interior Side
Interior Side
Front
Interior Side
STREET


Rear
Building Envelope
Interior Side
Interior Side
Front
STREET


STREET
Street Rear
Building Envelope
STREET
Street Side
Interior Side
Front
STREET



B. *Permitted improvements within the required building setbacks.* The following improvements are permitted within the required setbacks (outside of the building envelope):

1. Man-made landscape features not exceeding three feet in height, including related minor structures described in Section 11.03 of Chapter 11.
2. Parking areas and associated driveways that provide access to a garage, provided such parking area or driveway shall not encroach into a drainage easement or required landscape buffer.
3. Private sidewalks and walkways provided they do not exceed six feet in width for detached single-family residential units and duplex units.
4. Concrete pads 100 square feet or less.
5. Signs.
6. Minor utility installations including, but not limited to, fire hydrants, electrical and telephone boxes, and backflow prevention mechanisms. Some of these features may require screening in accordance with Chapter 11.
7. Aboveground mechanical equipment such as, but not limited to air conditioning units, permanently installed generators, and pool pumps and shall be screened in accordance with the requirements of Chapter 11; provided, that equipment installed in a front setback area shall be done so only in the event that it is infeasible to install on the sides or rear of the property and shall be as close to the principal structure as allowed by Florida Building Code.
8. Cantilevered patios, porches, and decks as well as sills, cornices, chimneys, flues, eaves, or other roof overhangs may extend a maximum of 30 inches into a setback area, but are prohibited within easements.

9. Sheds per Section 4.01 in Chapter 4.

C. *Additional setbacks for multistory buildings.* Additional setbacks for multistory buildings adjacent to a single-family residential zoning district shall be required for compatibility purposes. Any multistory building adjacent to a single-family zoning district shall provide an additional setback minimum of ten feet for each story above the first story.

D. *Waterline setbacks.* Stormwater retention facilities, canals, or other water features may be located on the lot or parcel. In these circumstances, the Land Use Administrator may determine that it is applicable to measure the setback from the bulkhead, water line, or mean high water line rather than the lot or parcel line.

E. *Reduction for public purpose.* When an existing setback on a developed lot or parcel is reduced due to the conveyance of land to a federal, state, or local government for a public purpose, the minimum setback requirement of the zoning district shall be reduced by the amount conveyed, up to a maximum of 50 percent of the setback requirement.

F. *Wireless communication facilities and equipment compounds.* Wireless communication facilities and equipment compounds shall have the same setback requirements as the zoning district in which they are located but no less than ten feet; shall have a minimum distance of 150 feet from all off-site residential zoned property, residential dwelling unit and the rights-of-way of Palm Coast Parkway, Belle Terre Parkway, Belle Terre Boulevard, and Old Kings Road.

3.05.03. *Calculating densities and intensities.*

A. *Residential densities.*

1. The determination of the maximum number of residential dwelling units or lots permitted on a residentially zoned parcel shall be calculated based upon the gross upland acreage in the predevelopment condition (i.e. prior to the property being subdivided into lots).

2. Twenty-five percent of wetland and/or imperiled upland habitat areas preserved from the predevelopment condition may be counted as "net upland acreage" in determining the maximum number of units as discussed in Paragraph A above. To be counted as preserved area, a wetland and/or imperiled upland habitat must be placed in a conservation easement, a separate conservation tract, or otherwise perpetually protected in the post development condition.

3. Application of the density/intensity calculations provides only a theoretical maximum dwelling unit or lot yield. It does not guarantee that the development will be approved to attain the maximum lot yield. Application of other development standards may substantially decrease the lot yield.

B. *Nonresidential intensities; impervious surface ratios; floor area ratio.*

1. In calculating impervious surface ratios or floor area ratios an applicant may get credit for an off-site drainage facility site. The amount to be credited shall be proportional to the size of the site in relation to all the sites served by the same facility.

2. Lots served by a master stormwater management system, where drainage facilities under common ownership are located off-site, may count a portion of the off-site drainage lot, tract, or parcel in calculating impervious surface ratios or floor area ratios. The portion of the off-site drainage property that is counted shall be in direct proportion to the size of the subject lot as compared to all of the lots being served.

C. *Densities and intensities in mixed use districts.* In zoning districts that allow mixed uses, the same land area shall not be counted for the purpose of both residential density and nonresidential intensity. The calculation methodology used shall be as defined by administrative rule.

3.05.04. *Recreation level of service.* All residential projects of 25 units or more shall provide recreational land to meet the level of service standard adopted in the Recreation and Open Space Element

of the City's Comprehensive Plan, except for nursing homes and assisted living facilities or other residential care facilities. Recreational facilities must be permitted and under construction prior to the issuance of the permit for the 25th unit for residential projects.

(Ord. No. 2009-26, § 13, 12-15-09; Ord. No. 2015-9 , § 5, 8-4-15)

Sec. 4.23. - Affordable Housing Mixed-Use Residential Development Standards.

4.23.01. Zoning applicability. Applications for the development of property pursuant to the Live Local Act shall require the site to be zoned for commercial, industrial, mixed use, or portions of Master Planned Developments that allow for commercial, industrial, or mixed uses pursuant to Florida Statutes Section 166.04151(7) as amended. Additional properties eligible for live local developments regardless of the underlying zoning district shall include properties that are owned by either the City, County, school district, or a religious institution which has been developed with a house of worship for at least 10 years prior to the proposed development. For properties not owned by the City, County, school district, or a religious institution which has been developed with a house of worship for at least 10 years prior to the proposed development shall require the site to be zoned as permitted under Table 3-4 found under Section 3.03.02. Properties developed as a house of worship seeking to apply for a live local development shall be at least three (3) acres in size. If the City designates less than 20 percent of the land area within its jurisdiction as commercial or industrial, it must authorize a proposed development pursuant to the Live Local Act only if the proposed development is a live local mixed-used residential development (see glossary).

4.23.02. *Use of property.* Live local developments shall maintain the project as a live local mixed-use residential development and shall rent and hold available for rent no fewer than 40 percent of the dwelling units as affordable as defined in § 420.0004, Florida Statutes for rent exclusively to eligible households for the affordability period. The project shall have at least 65 percent, but no more than 70 percent of the buildable area of the property must be for residential purposes and at least 10 percent of the buildable area of the property must be for commercial or industrial use reflective of the underlying zoning district's permitted uses. In the event that the project is for a vertically mixed-use development, then the non-residential component of the project may be 33 percent of the buildable area to facilitate vertically stacking non-residential and residential uses.

4.23.03. *Development standards.* Live local mixed-use residential developments shall be subject to the requirements of the Land Development Code unless otherwise modified below:

A. Developments may utilize up to the maximum density allowed by any zoning district within the city.

B. Developments may utilize up to 150 percent of the maximum allowed floor area ratio of any zoning district within the city.

C. Developments may utilize the city's maximum allowed building height within one mile of the development. The additional setbacks for multistory buildings requirement found under Section 3.05.02(C) does not apply to developments made pursuant to the Live Local Act.

1. If the development is adjacent to a single-family residential development on two or more sides with at least 25 contiguous single-family homes, the maximum height for the development is restricted to 150 percent of the highest adjacent building, the zoning district's defined maximum height, or three stories, whichever is higher, not to exceed 10 stories.

D. Developments shall submit the residential and non-residential portions of the project concurrently within the same application to ensure the mixed-use nature of the project. If the development is phased, the non-residential portion of the project shall be constructed prior to the residential portion.

E. Developments may use vertical or horizontal mixed-used developments; however, vertically mixed-used developments are not permitted in IND-1 or IND-2 zoning districts due to potential life-

safety issues that may be present when having permitted industrial uses and residential uses in the same building.

F. The development shall provide a perimeter landscape buffer as required in Section 11.03 based on its zoning district. Horizontally mixed-use developments shall provide a minimum of an internal D, E, or F landscape buffer in-between residential and nonresidential uses.

G. The non-residential component of a development shall be a principal use of the underlying zoning district and shall be designed so that it could be developed without a live local residential portion. The nonresidential component shall not be an accessory use to the residential use (such as a leasing office, but not limited to other accessory uses related to the management of a multifamily residential development).

H. A mixed-use development that includes an adult-oriented business or miniwarehouses, office warehouses and/or a self-storage facility as its nonresidential component shall be prohibited.

I. The non-residential portion of a mixed-use development shall be integrated with the residential component of the project through use of sidewalks and internal roads. The non-residential and residential components of the project shall share the same access as for the project, provided the project may require more than one point of access in accordance with Section 5.02.04.

J. Loading and unloading and refuse collection areas servicing the non-residential uses of a mixed-use development shall be located to provide the least impact to any adjacent residential community.

K. Developments that are within a one-quarter mile of a transit stop or within 600 feet of an area with available surplus parking consisting of on-street, parking lots, or parking garages that can be utilized to meet the needs of the development the minimum parking requirements are eligible for a 20 percent reduction to its parking requirements. Provided that any available surplus parking utilized is memorialized by a shared parking agreement.

L. Proposed developments on property owned by the City, County, or school district must be party to the application. If the City, County, or school district do not authorize the application then the proposed development shall not be processed.

M. Proposed developments on property that is owned by a religious institution shall be required that the religious institution is party to the application and that the house of worship on site has existed for a minimum of 10 years. Any house of worship must continue to operate on the property after the proposed development is constructed.

4.23.04. *Exemptions.*

A. The Live Local Act does not apply to properties within one-quarter mile of a runway or its extension for 10,000 feet.

B. Areas subject to land development regulations, which existed prior to July 1, 2026, that are intended to retain the open character of land, including, but not limited to, areas required for a development to meet open space or recreational level of service requirements, or park land.

C. Any portion of a property encumbered by a recorded conservation easement.

4.23.05. *Affordability period.* The affordable residential portion of the development shall be subject to a minimum affordability period of 30 years from the date of its issuance of a certificate of occupancy.

4.23.06. *Land use restriction.* Prior to the issuance of a building permit for a live local project, the property owner shall execute and deliver to the City, a land use restriction agreement (LURA) provided by the City that details the affordable housing conditions, restrictions and compliance for the development including the City' s monitoring requirements. Furthermore, as a prerequisite to the issuance of a certificate of occupancy, the LURA shall confirm the affordability period, any conditions, and restrictions of the development, and shall be recorded in the public records of Flagler County, Florida at the sole expense of the property owner.

4.23.07. *Owner responsible for income verification.* For each affordable unit, the property owner shall be responsible for accepting rental applications and determining and verifying the adjusted gross income of prospective tenants to ensure such tenants qualify as an eligible household. Adjusted gross income shall be calculated by annualizing verified sources of income for the household as the amount of income to be received by the household during the 12 months following the effective date of determination. The property owner shall submit an annual report to the City as provided in the LURA.

4.23.08. *Affordable units must be comparable in quality to the market-rate units.* The affordable units shall be intermixed with, and not segregated from any market rate units within the live local project. At all times, the affordable units must be at least reasonably comparable in terms of size, features, and number of bedrooms to the market rate units. Eligible households shall not be excluded from using common area amenities within the project.

4.23.09. *Required recordkeeping.* The property owner of a live local development shall maintain complete and accurate income records pertaining to each eligible household occupying an affordable unit. These records must be updated annually and shall be maintained for at least ten years following the date of each such record. At a minimum, property owner shall maintain the following records for each occupied affordable unit:

A. An eligible household's complete application for tenancy and related information including the name of each household member, proof of identity, and employment, income, and asset information for each household member;

B. A copy of the lease agreement listing the term of tenancy, the rent, and identifying each tenant residing in the affordable unit;

C. Verification that the household is an eligible household as defined herein; and

D. Verification that the eligible household's rent is affordable as defined herein.

4.23.10. *Annual reporting requirements.* The property owner of a live local development shall provide an annual report to the City by September 30 of each year. The annual report shall provide the following information regarding each affordable unit:

A. Unit address;

B. Number of persons residing in each affordable unit;

C. The adjusted gross income of the persons residing in the affordable unit;

D. The monthly rent charged;

E. Any other information reasonably required to ensure compliance with the Live Local Act and requested by the City.

4.23.11. *Monitoring and inspection.* The property owner of a live local development shall permit the City to inspect all records, including but not limited to financial statements and rental records, pertaining to the affordable units within the development upon reasonable notice and shall submit to the City such documentation as required by the City to document compliance with the Live Local Act. The City may, from time to time, make or cause to be made inspections of the affordable units and development rental records to determine compliance with the Live Local Act. The City shall notify the owner prior to scheduled inspections, and the owner shall make any and all necessary arrangements to facilitate the City's inspection.

(Ord. No. 2024-17, § 5, 11-12-24)

Sec. 4.01. - Accessory Structures.

This section provides additional specific development standards for accessory structures within the City.

4.01.01. *General provisions for accessory structures.*

A. *Location.* Accessory structures, other than fences or as otherwise specified in this Code, shall not be located in public drainage or utility easements or within the required building setbacks. In addition, all accessory structures, other than fences, walls, arbors, trellises, detached garages, and aboveground mechanical equipment pursuant to Section 3.05.02, or as otherwise specified in this Code, shall be located behind the front and side street building facades of the principal structure. However, on corner lots, swimming pools and their enclosures, may be located in front of the side street building facade but shall meet the front yard setback requirements in lieu of the side street setback. Screening accessory structures with a fence or foundation plants (may be required in Chapter 11) when facing a right-of-way, golf course, canal, or other similar highly visible area.

B. *Construction and occupancy.* Permits for accessory structures shall not be issued until a permit has been issued for the principal structure. Seawalls are not considered accessory structures and building permits for these facilities may be issued in advance of the principal structure in accordance with City regulations.

C. *Architecture.* Refer to Chapter 13 for design standards.

D. *Accessory Structure Maximum Size.* Unless otherwise stated within this Section, the maximum size of a residential accessory structure shall not exceed 50 percent of the living area of the principal dwelling unit; provided that this requirement shall not apply to agricultural buildings constructed on an EST1, EST2 or AGR zoned property.

E. *Accessory Structures not listed in this Chapter.* The accessory structures listed in this section are not meant to be all-inclusive. Structures not specifically listed shall be reviewed by the Land Use Administrator to determine if the proposed use is similar in nature and character to others listed in the section. Based on the determination, the proposed structure shall be classified in the same manner as those similar structures listed in terms of it being permitted as an accessory structure. The Land Use Administrator may also determine that other structures are not permitted on the basis that they are not similar in nature or character to the other structures listed in the zoning district. Determinations may be appealed in accordance with the appeal procedures established in Chapter 2.

4.01.02. *Fences and walls.*

A. *General requirements.*

1. *Setbacks, orientation, and placement.*

a. Fences shall be installed with the finished side facing the exterior of the property.

b. No fence or wall shall interfere with drainage on a site.

c. Fences and walls may be located within an easement as long as they do not interfere with utilities; provided, however, such structures are subject to removal and replacement at the property owner's expense by the requesting utility agency.

d. Fences and walls in front of the front building facade of residential dwellings shall only be permitted in the AGR, EST-1, and EST-2 Districts.

e. Refer to Chapter 11 for applicable buffer and screening requirements for fences and walls.

f. Decorative walls and solid fences are permissible surrounding the perimeter of a development that is at least five acres in size.

g. Gates are considered parts of fences and walls and are regulated accordingly. Gates shall not open or swing onto neighboring properties.

2. *Height.*

a. The maximum height shall be measured from finished grade to the top of the fence or wall. The finished grade shall not be altered to increase fence height and where a berm is constructed, the height of the berm over the finished grade shall be included in determining fence height. Decorative wall columns and occasional architectural embellishments to fences may extend up to 12 inches above the maximum height permitted.

b. The maximum height of any fence or wall located in interior side or rear yards behind the nearest front building facade shall be six feet.

c. A fence or wall on a residential lot located to the rear of the principal structure and within 20 feet of a saltwater waterway is limited to a height of four feet, except in the following situations:

(1) An open fence is allowed to a height of six feet.

(2) A fence or wall enclosing a pool deck that is setback at least 7.5 feet from the side property lines and at least 15 feet from the saltwater waterway is allowed to a height of six feet.

d. Within the EST Districts, the maximum height of any fence or wall in front of the front building facade or located in a street side yard shall be a maximum of four feet.

e. Fences immediately surrounding civic, public, or private recreational sports playing fields located on lots over one acre in size may be constructed to a maximum height of 12 feet and hooded backstops for diamond sports may be increased to a maximum height of 28 feet, with approval of the Land Use Administrator.

3. *Design and Materials.*

a. Fences shall be constructed utilizing rot-resistant material for any part of the fence coming in contact with the ground. All fences shall be constructed of customary fencing materials and finishes. Wood and vinyl fences shall meet the color standards of Section 13.02.06.B.1. or be finished in a wood stain or simulated wood finish in a non-prohibited color as outlined in Section 13.02.06.B.3. Fences constructed of treated lumber may remain unfinished.

b. Chainlink, aluminum (except for decorative aluminum fences), or similar fences shall be prohibited in yards fronting along arterial and collector roadways.

c. Chainlink, aluminum, or similar metal fences shall be black or bronze in color, except that aluminum fences may also be white in color. Chainlink fences shall not have slats, fabric or similar types of screening materials attached to them.

d. Walls shall be made of the following materials:

(1) Brick, Norwegian brick, jumbo brick or stone.

(2) Split-faced block or finished masonry walls where block seams are not visible. Finished masonry walls shall also include a tile, brick, or decorative trim at or near the top of the wall.

(3) Wrought iron or aluminum fence in combination with brick, jumbo brick, or finished masonry columns.

(4) Pre-cast concrete having a simulated wood stone or brick pattern.

(5) Other materials as approved by the Land Use Administrator.

e. Walls shall have columns spaced as follows:

(1) Twenty-foot maximum spacing on walls 100 linear feet, or less.

(2) Thirty-foot maximum spacing on walls 101—200 linear feet.

(3) Forty-foot maximum spacing on walls over 200 linear feet

f. No barbed wire, razor wire, or electrically charged fence shall be erected, unless otherwise specified in this section. Broken glass, steel spikes, or other sharp objects intended to restrict access along the top edge of a fence or wall are prohibited.

g. Chicken wire, field fences, and other similar fence types are prohibited, except in the utilization of bona-fide agricultural purposes in the AGR and EST-2 Districts.

B. *Nonresidential districts.*

1. Setbacks may be required between fences or walls to property lines in order to provide landscape buffers in accordance with the requirements of Chapter 11 or in the event that a proposed fence is located within sight triangles or in a manner that obstructs visibility to vehicular traffic. In either case the Land Use Administrator shall determine the appropriate distance to setback the proposed fencing or walling.

2. Within the IND, COM, PSP Districts and nonresidential portions of Master Planned Developments, the following shall apply:

a. Fences and walls may exceed maximum permitted height by up to two feet if they are part of an approved or required landscape buffer meeting the requirements of Chapter 11.

b. Fences or walls needed to provide extra security or safety may exceed maximum permitted height by up to two feet, with an additional 18 inches of barbed wire or other material upon approval by the Land Use Administrator.

C. *Special provisions for subdivision entrance features.*

1. Fences and walls used as decorative features at subdivision entrances may exceed maximum permitted heights by up to four feet upon approval by the Land Use Administrator. This measurement shall exclude decorative wall columns, which may extend a maximum of 12 inches beyond the top of the wall or 18 inches above the height of a wall framing an identification sign. Light fixtures may extend up to 42 inches above the height of the wall.

2. Entrance walls and landscaping shall be located within a designated easement, tract, or common area.

3. Wall jogs and spanned footer intervals shall be used, where possible, to avoid existing trees. Buffer width requirements may be waived to the extent necessary to protect the specimen trees.

4. The main entrance wall shall be landscaped in accordance with Chapter 11.

5. Only perimeter fences and walls may exceed maximum permitted height by up to two feet if they are part of an approved or required landscape buffer meeting the

requirements of Chapter 11, or to address significant differences in grading between the subdivision or adjacent property.

D. *Special provisions for fences and walls in the AGR Districts.* Fences used to contain farm animals or to separate crops relative to bona fide agricultural uses are exempt from this section.

4.01.03. *Garages, attached and detached.*

A. *General requirements.*

1. Enclosed garages shall be constructed in association with the construction of all detached single-family residential units, duplexes, and townhouses.

2. Garages shall not be converted into any other use, unless another garage is constructed in compliance with this Code.

3. Garage units for multifamily projects shall be provided for a minimum of one-third of the proposed multifamily units.

4. Garages shall not exceed 20 feet in height.

5. Carports shall be prohibited in all residential districts except for developments in the MHD District.

B. *Attached garages.*

1. Shall not exceed 50 percent of the total living area of the principal dwelling unit.

C. *Detached garages.*

1. Detached garages are permitted in all zoning districts; however, in the MHD District special exception approval is required.

2. Shall not exceed 50 percent of the total living area of the principal dwelling unit.

D. *Garages in neotraditional developments.* For garage requirements in a neotraditional development, refer to Section 4.08.

4.01.04. *Generators, permanently installed.* The following standards shall apply to all permanently installed generators:

A. Generators within the required front and street side yard shall be screened by either a fence or a vegetative screening.

B. Generators may be operated for testing purposes one time per week, excluding Sundays, for a period not exceeding 30 minutes between the hours of 10:00 a.m. and 6:00 p.m.

C. A maximum of one generator is allowed per single-family, duplex, or townhouse residential dwelling unit and one generator is allowed per multiple family building.

D. Generators shall be set back a minimum of ten feet from the rear property line in all zoning districts.

E. Generators shall be set back a minimum of three feet from the side interior property line(s) in all zoning districts, but shall not be located within an easement.

4.01.05. *Residential docking facilities along saltwater and freshwater canals (and intracoastal waterway, as applicable).*

A. *Prohibitions.*

1. Under no circumstances shall a vessel docked or moored off a residential docking facility be used as a live aboard watercraft.

2. Accessory structures and concrete decks are prohibited along a seawall or in the rear easements and setbacks of property along waterbodies.

B. *General standards.*

1. *Drainage rights-of-way.*

a. Any groundcovers disturbed in the drainage rights-of-way during construction or maintenance activities shall be promptly replaced and properly maintained by the abutting property owner to prevent erosion.

b. Drainage rights-of-way shall not be filled in such a way as to reduce the cross-sectional area used for flow of stormwater.

2. *Dredging and spoil management in saltwater canals.* Dredging activities shall be conducted by a qualified contractor and consistent with the applicable best management practices concerning dredging operations and performed only after approval by the Land Use Administrator. Dredging activities shall be accomplished in conformance with existing permits.

3. *Safety.*

a. All structures and associated facilities shall be properly constructed and secured to prevent potential hazards from floating into the waterbody.

b. To eliminate potential waterbody contamination, all structures shall be constructed with materials that do not result in contamination.

c. The City shall require removal of derelict vessels and lifts consistent with City standards.

4. *Roofs.*

a. Roofs over docks and lifts shall be a maximum height of 13 feet above seawall cap for saltwater canals and above the deck for freshwater canals.

b. Roofs shall be constructed with the same material and color as the principal structure adjacent to the waterbody, with the exception that tile or metal roofing is not required on a residential docking facility; however, the color shall still match the color of the principal structure.

c. All roofs shall be "Hip" style roofs.

d. All roofs shall be constructed with a minimum 4½:12 pitch.

e. For roofed structures on freshwater canals, the size of a roof shall not be greater than 12 feet by 14 feet and the roof overhang shall not exceed two feet.

f. The maximum length of roofs located over a dock slip, dock lift, or water on saltwater canals shall be 26 feet of dock roof for the first 60 feet of property frontage, plus four feet of roof length for every five feet of property frontage thereafter, not to exceed 46 feet. Roof length for property with a frontage less than 60 feet shall be determined by the Land Use Administrator on a case-by-case basis based on generally accepted planning practices.

C. *Saltwater canal single-family residential docking facilities.*

1. *Placement of docking facilities.* The location of docks, lifts, and boathouses within the navigable waters of the City shall be determined on an individual basis, with visual impact, navigational use, and aesthetic quality of prime concern.

2. *Single pilings.* Single pilings or "dolphins" are prohibited, except for installation alongside a seawall or bulkhead.

3. *Setbacks and size.*

   a. The minimum setbacks from a projection of the side property line to the structure shall be a minimum of ten feet. Other setbacks may be considered by the Land Use Administrator based upon lot size, location, easements, existing structures, and navigation.

   b. The length of all docks, inclusive of all components, shall not exceed 65 percent of the property frontage along the canal. The size of the vessel and location of adjacent docks shall be considered to ensure that the vessel does not interfere in any manner with the navigation of ingress and egress. Setbacks may be increased or decreased for lots less than 60 feet in width or lots that have a storm drainage easement.

   c. Vessels shall be docked/moored parallel to the property line/seawall. Docks/moorings perpendicular to the property line/seawall are prohibited.

   d. Other than cantilevered safety walks, all dock walkways shall be no less than three feet or greater than six feet. The maximum width for docks, including boatlifts, shall be determined based on the width of the waterbody as described in Table 4-2. Dock width shall be measured at right angles from the boundary of the waterbody at the proposed structure location.

Table 4-2. Maximum Dock Widths for Saltwater Canals

Waterbody Width	Maximum Dock Width
Less than 100 feet	12 feet
100 feet or greater	16 feet

4. *Floating docks.*

   a. Floating docks shall not exceed a length of 20 feet as measured parallel to the canal frontage.

   b. Floating docks may be used in conjunction with permanent docking structures but must meet the criteria established herein.

5. *Boatlifts within canal areas.*

   a. All boatlifts, inclusive of all components, shall be mounted or installed within the 12 feet or 16 feet dimension allowed for structures in the waterbody.

   b. Boatlifts on waterfront lots with dimensions less than 60 feet of water frontage or lots with unusual conditions are not allowed unless granted an administrative waiver by the Land Use Administrator. The location of easements, culvert pipes, and navigability are unusual conditions that may be considered.

6. *Cantilever safety walk extensions.* Cantilever safety walk extensions may be approved by the Land Use Administrator based upon the following criteria:

   a. The length of a cantilever safety walk extension shall be the minimum necessary to access the watercraft.

b. Cantilever safety walk extensions shall not extend more then 12 inches beyond a 12-foot boat slip or lift and pilings.

D. *Freshwater canal residential docking facilities.*

1. Docks and decks over the waterbody shall meet the Florida Department of Environmental Protection minimum clearance requirements.

2. Structures shall not project into the waterbody more than eight feet from the shoreline at normal water level.

3. No permanent source of electrical power, water, telephone, gas, or other items requiring piping or cable shall be extended onto the drainage rights-of-way.

4. Floating docks are not permitted.

5. Roofed structures shall not contain enclosed sides including, but not limited to, solid material, screening, or clear plastic.

4.01.06. *Seawalls and revetments.*

A. *Permit required.* A building permit shall be obtained prior to commencement of new construction and reconstruction or repair of seawalls and revetments. Seawalls and revetments shall be constructed in accordance with the following requirements.

B. *Prevent soil erosion, runoff and debris.*

1. Prior to construction of a seawall or revetment on undeveloped property, the following actions shall be taken to prevent soil erosion and protect the waterbody from runoff and debris:

a. Only the minimum area necessary for access and construction of the seawall or revetment and backfill shall be cleared.

b. A minimum 15-foot wide buffer of natural vegetation shall be preserved along each side lot line starting at a point ten feet from the waterfront.

c. Access to the waterfront shall be limited to an area no wider than 15 feet located in the interior of the lot.

d. A 30-foot wide buffer shall be preserved along all property lines abutting a street right-of-way except for the area cleared for the access point. Tree protecting barricades shall be erected around the perimeter of the buffer areas that are to remain.

2. Prior to construction, reconstruction, or repair of a seawall or revetment, a floating turbidity barrier shall be installed to prevent siltration into the canal until the slopes are stabilized. The ends of returns and the backside of the seawall or revetment shall be sodded or stabilized with other appropriate vegetation a minimum of five feet from the edge of the structure, or stabilized with erosion control devices, to prevent siltration on adjacent properties or into the canal.

3. Prior to the reconstruction or repair of existing seawalls and revetments, backfill shall be deposited behind the seawall in order to establish a swale not less than five feet from the seawall to collect any eroded material before it reaches the canal.

a. Construction and vegetative debris on the site shall be continually removed throughout the construction activities and when construction is complete.

b. When construction is complete, all cleared areas shall be sodded with native or water-conserving turf grasses. It shall be the responsibility of the lot owner to insure sodded areas are watered until established.

C. *Violations.* It is prohibited and unlawful:

1. To allow material to be deposited or to erode into any waterbody and fail to remove it.
2. For a contractor to fail to backfill bulkheads within 30 days after construction or repair of the bulkhead.

D. *Exceptions to violations.* The following are exceptions to the violations listed above:

1. Temporary waterbodies created to hold runoff water during construction.
2. Special exceptions granted by the City on applications where sufficient reason and safeguards are shown to protect the public interest.

E. *Vertical seawalls.* The following establishes criteria for construction, repair, and replacement of vertical seawalls in all saltwater canals in the City.

1. Vertical seawalls shall have reinforced concrete cap, with top of cap to be set at elevation two and one-half feet, North American Vertical Datum (NAVD 1988), above mean sea level (1929 NAVD) or match abutting existing caps. Cap height exposed face shall be 12 inches.
2. Vertical seawalls shall be located at and along the property line common with the waterbody or approved otherwise by other agencies.
3. The materials for all vertical seawalls shall be reinforced concrete or vinyl.
4. Vertical seawalls shall be grey in color. No painted surfaces are permitted.

F. *Landscape.* Any groundcover disturbed in the drainage rights-of-way during construction or maintenance activities shall be promptly replaced and properly maintained by the abutting property owner to stabilize the soil and prevent erosion.

G. *Safety.* All structures and associated facilities shall be properly constructed and secured to prevent potential hazards from floating into the waterbody.

4.01.07. *Sheds, gazebos, and pergolas.*

A. *Permitted locations and size.*

1. Only one shed, not to exceed 200 square feet, shall be allowed per lot.
2. The shed, gazebo, or pergola shall not be located in front of the building line of the principal structure.
3. A shed, gazebo, or pergola 100 square feet and less may be located up to five (5) feet from an abutting interior side or rear property line. A shed, gazebo, or pergola exceeding 100 square feet shall meet the rear property setback and shall meet the interior side setback requirements of the district. Any shed, gazebo, or pergola shall meet the street side setback, if applicable.

4. In no event shall a shed, gazebo, or pergola, or any part thereof, be permitted within an easement or buffer. B. *Height.* The maximum building height for any shed, gazebo, or pergola shall be 12 feet.

4.01.08. *Swimming pools.*

A. *General.*

1. Lights used to illuminate any swimming pool shall be arranged and shaded to reflect light away from adjoining properties.
2. All swimming pools, hot tubs, and spas shall be enclosed by a permanent full screen enclosure or with a permanent wall or fence of a least four feet in height. Any solid roof

covering for a swimming pool, hot tub, or spa shall adhere to the setbacks of the principal structure.

B. *Setback requirements.*

1. Setbacks for pools with decks shall be measured from the outer edge of the pool deck.
2. Setbacks for pools without decks, including above-ground pools, shall be measured from the outer walls of the pool.

4.01.09. *Clotheslines.*

A. All clotheslines must be located behind the dwelling and shielded as much as practical from view of any street.

B. Outdoor revolving umbrella style or 'T' posts are acceptable.

C. Attaching clotheslines to trees is prohibited.

4.01.10 *Playsets and Playhouses.*

A. *General.*

1. Playsets, playhouses, and similar uses shall be permissible as an accessory use in residential zoning districts and shall be located rearward of the rearmost façade of the principal structure.
2. Playsets, playhouses, and similar uses shall not include electrical or plumbing installations.

B. *Setbacks and Height.*

1. Playsets, playhouses, and similar uses 100 square feet or less may be located up to five (5) feet from an abutting interior side or rear property line. Playsets, playhouses, and similar uses exceeding 100 square feet in size shall meet the applicable setback requirements of the district. In all cases playsets, playhouses, and similar uses shall meet the street side setback, if applicable.
2. Playsets, playhouses, and similar uses shall not exceed 12 feet in height from finished grade.
3. In no event shall a playset or playhouse, or any part thereof, be permitted within an easement or buffer.

(Ord. No. 2009-26, §§ 14—25, 12-15-09; Ord. No. 2015-08 , § 3, 7-21-15; Ord. No. 2015-16 , § 2, 12-1-15)

Sec. 4.02. - Adult Entertainment and Sexually-Oriented Businesses.

4.02.01. *Applicability.* This section applies to businesses that provide entertainment or offer sexually-oriented material or activities as their primary or dominant theme and whose intended market is persons 18 years of age or older. Businesses that market sexually-oriented material include, but are not limited to, the following:

A. Adult book and video stores.

B. Adult motels.

C. Adult performance establishments.

D. Adult theaters.

4.02.02. *Compliance with City and State Law.* Adult entertainment and sexually-oriented businesses shall comply with Chapter 16, Article III in the City of Palm Coast Code of Ordinances and F.S. ch. 847 .

4.02.03. *Adult entertainment and sexually-oriented facility design standards.* Each adult entertainment establishment and sexually-oriented business licensed to operate in the City shall comply with the following standards in addition to the architectural standards set forth in Chapter 13 and all other applicable provisions of the Land Development Code:

A. *Building design.*

1. The building shall not exceed 3,000 square feet of gross floor area.
2. The maximum building height shall be 35 feet.
3. There shall be separate entrances for employees and customers, which shall be labeled as such. Both entries shall occur at the rear or back of the building rather than in front whenever practicable, as determined by the Land Use Administrator, based upon generally accepted land use principles and the configuration of the particular parcel.
4. Off street parking shall comply with requirements in Chapter 5.

B. *Signage.* Signs shall be subject to the requirements of Chapter 12.

C. *Existing buildings.* Each adult entertainment establishment and sexually-oriented business desiring to locate in an existing building shall comply with all design standards requirements as set forth in this section.

Sec. 4.03. - Agricultural Uses.

4.03.01. *Bona fide agricultural uses.*

A. *License required.* All bona fide agricultural uses shall obtain a license from the Department of Agriculture if required by law.

B. *Odor; dust.* All agricultural uses shall be operated so no odor or dust producing substance or use, except in connection with cultivation of permitted uses, is conducted within 100 feet of the property line adjacent to a parcel or lot located within the SFR or MFR Districts.

4.03.02. *Equestrian uses.*

A. *Number of horses.* A maximum of one mature animal and offspring less than one year of age shall be permitted per acre of property.

B. *Riding facilities.*

1. No structure housing the animals shall be located any closer than 50 feet of the property line adjacent to any residentially zoned parcel. This perimeter setback shall be increased to 100 feet for riding arena facilities with outdoor lighting and seating.
2. Riding trails may be permitted within any required buffer.

4.03.03. *Mining and soil extraction.*

A. *General requirements.*

1. Appropriate measures must be utilized to prevent fugitive dust from the excavation and haul truck traffic. All roads shall be maintained and free of sand and other related construction debris.
2. If applicable, St. Johns River Water Management District permits are required for dewatering or surface water discharge activities.

3. Perimeter buffering shall be utilized to limit visibility and noise of operation from adjacent land uses as appropriate, which may include fencing, earthen berms, existing vegetation, installed vegetation, or a combination thereof.

4. The City may set hours of operation to minimize adverse impacts to adjacent land uses so as not to produce a public nuisance. Excavation and haul traffic may only occur during daylight hours.

5. Appropriate fencing or security measures shall be provided to safeguard the site from unauthorized entry.

6. Reclamation of excavation sites shall resemble a natural system to the greatest extent feasible in accordance with federal and state requirements.

B. *Soil extraction.* For purposes of this section, soil extraction shall mean public or private commercial activities specifically undertaken for the primary purpose of excavating clean fill (i.e. clay, sand) from upland sites to be removed for the purpose of being utilized for an offsite project. This excludes installation of utilities, stormwater facilities, wetlands, and excavating, grading, filling, and moving of earth in conjunction with the installation of infrastructure to serve a subdivision or activities undertaken in conjunction with improvements approved as part of a development order. Soil extraction facilities shall demonstrate compliance with the following minimum setbacks measured from the edge of the excavation pit or area:

1. One hundred feet from the project perimeter and increased to 200 feet abutting any property zoned SFR, MFR, or MHD.

2. Minimum excavation setback of 25 feet, with an average setback width of 50 feet, from optimal wetlands; an average setback width of 25 feet, but no less than 15 feet from moderate and minimal wetlands; and a setback of 75 feet from a named wetland system, creek, river, saltwater canal, freshwater canal, or other open drainage feature or other surface water of the City.

C. *Mining.* For purposes of this section, mining operations shall include facilities that require a permit from the Florida Department of Environmental Protection, Bureau of Mining and Reclamation. Mining operations shall demonstrate compliance with the following requirements:

1. *Setback requirements.* Mining facilities shall include the following minimum setbacks measured from the edge of the excavation area:

a. Two hundred fifty feet from the project perimeter and increased to 500 feet abutting any property zoned SFR, MFR, or MHD.

b. Minimum excavation setback of 25 feet, with an average setback width of 50 feet, from optimal wetlands; an average setback width of 25 feet, but no less than 15 feet from moderate and minimal wetlands; and a setback of 75 feet from a named wetland system, creek, river, saltwater canal, freshwater canal, or other open drainage feature or other surface water of the City.

2. *Blasting.* No blasting shall be conducted within the City unless it can be demonstrated that said activity is being undertaken in a manner that in no way adversely affects the health, safety, and welfare of the residents and businesses within the City.

4.03.04. *Aviaries.* An aviary shall comply with all applicable state regulations. The following general requirements apply:

A. Minimum setback from any residentially zoned property shall be 100 feet from the property line. Otherwise, the structure shall be located no closer than 50 feet from any property line.

B. Reasonable precautions shall be taken to prevent an environment suitable for pathogens that cause public health hazards such as psittacosis, cryptococcosis, and histoplasmosis. Occurrence

of any of the aforementioned illnesses to the property owner or an occupant of the property shall be reported by the property owner to the Flagler County Health Department.

Sec. 4.04. - Alcoholic Beverage Sales.

Refer to Chapter 7, Article I and Article II in the City of Palm Coast Code of Ordinances.

Sec. 4.05. - Cemeteries.

Within the zoning districts permitting cemeteries, the following regulations shall apply:

A. No graves or burial lots/sites shall be located closer than 40 feet from all rights-of-way and no closer than ten feet from all other boundary lines of the subject property.

B. Adequate means of ingress and egress for vehicles shall be provided within the site in order to provide an easy flow of traffic while funeral processions are entering or leaving the site.

Sec. 4.06. - Community Residential Homes and Recovery Residences.

4.06.01. Community residential homes shall meet the requirements of F.S. ch. 419.

4.06.02. Recovery Residences. Additional limitations specific to uses listed. No building or structure or part thereof shall be erected, altered or used, or land or water used, in whole or in part, for other than as a conditional use with approvals subject to the provisions of this ordinance:

Recovery residence.

A. Recovery residence in single-family zoning district, except as required by Chapter 419, Florida Statutes, only with the following characteristics:

1. In accordance with FS.Ch.419, the community residential home that is located less than 1000 linear feet from the closest existing community residential home or recovery residence. Distance is measured from the nearest lot line of the entire parcel of the proposed Recovery Residence to the nearest lot line of the entire parcel of the closest existing recovery residence; and/or

2. Would be occupied by no more than ten residents; and

3. Duplex Properties can only occupy one side of the residence; and

4. The operator or applicant has been granted all available licensing or certification by the State of Florida known as Florida Association of Recovery Residences (FARR) to operate the proposed recovery residence, and

5. A recovery residence that has been denied an license or certification by the State of Florida or had a license or certification suspended, or is denied recertification or renewal of its license is not allowed in the City of Palm Coast and must cease operation and vacate the premises within 60 days of the date on which its license or certification was denied or suspended or its recertification was denied.

B. Recovery residence in multi-family zoning district. Except as required by Chapter 419 Florida Statutes only with the following characteristics:

1. In accordance with FS.Ch.419, the community residential home that is located less than 1200 linear feet from the closest existing community residential home or recovery residence. Distance is measured from the nearest lot line of the entire parcel of the proposed Recovery Residence to the nearest lot line of the entire parcel of the closest existing recovery residence; and

2. Would be occupied by up to 20 residents occupying a maximum of 3 contiguous dwelling units within the same multifamily complex; and

3. The operator or applicant has been granted all available licensing or certification by the State of Florida known as Florida Association of Recovery Residences (FARR) to operate the proposed recovery residence, and
4. The operator or applicant has been granted all available licensing or certifications by the State of Florida to operate the proposed Recovery Residence,
5. A recovery residence that has been denied a license or certification by the State of Florida or had a license or certification suspended, or is denied recertification or renewal of its license is not allowed in the City of Palm Coast and must cease operation and vacate the premises within 60 days of the date on which its license or certification was denied or suspended or its recertification was denied.

C. Recovery Residence Procedure

The purpose of a reasonable accommodation request is to modify a specific City of Palm Coast requirement to ensure an individual with a disability and/or handicap have equal opportunity to use and enjoy a dwelling, building or structure, or to provide accessibility in another manner. This policy implements the procedure of the City of Palm Coast, Florida (“City”) for processing reasonable accommodation requests to its Code of Ordinances, Unified Land Development Regulations, rules, policies, and procedures for persons with disabilities and/or handicaps as provided by the Federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Amendments Act (42 U.S.C. Section 12131 et seq.) ("ADA"). For purposes of this procedure, a "disabled" individual or person is an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled or a provider of services to the disabled qualifying for a reasonable accommodation may request a reasonable accommodation with respect to the City's Code of Ordinances, its land use or zoning laws, and/or rules, policies, practices and/or procedures, as provided by the FHA and the ADA pursuant to the procedures set forth herein.

1. Provide a Reasonable Accommodation application (see exhibit “A”) including the following:
    a. Certification from FARR showing the level of care approved.
    b. Occupancy Permit including following:
        i. A Dimensioned Life Safety Plan prepared in accordance with the Florida Fire Prevention Code and Life Safety Code.
        ii. Proof of Insurance
        iii. As per Section 397.487(6), Florida Statutes, a copy of the level 2 background screenings for all owners
2. Procedures for issuance. No Recovery Residence license shall be issued or granted unless:
    a. An application is filed with the City of Palm Coast an Occupancy Care Home forms provided for that purpose, and
    b. There has been a site inspection by the City of the applicant's premises, and
    c. The planning and zoning division has reviewed and approved the zoning use classification, and
    d. The City has verified compliance with all applicable laws and regulations, and
    e. Payment of the recovery residence occupancy license fee, to be established by resolution of the City Council, shall be required prior to the issuance of the license, and
    f. Obtain a City of Palm Coast Business Tax Receipt.

g. Obtain a certificate of occupancy and/or change of use prior to issuance of community residence or recovery community license. Any community residence or recovery community that is required to obtain a certificate of occupancy and/or change of use pursuant to the Code of Ordinances must do so prior to the issuance of a license.

h. The license, if granted, shall state on its face the name of the person or persons to whom it is granted, the number of the license issued to the licensee(s), the expiration date, and, the address of recovery residence. The recovery residence license shall be posted in a conspicuous place at or near the entrance inside the recovery residence so that it may be easily read at any time by an inspector.

3. Grounds for denial. The Director of the Department of Community Development or designee, as appropriate, shall have the authority to deny an application for a community residence or recovery community license on the following grounds:

a. That the applicant has failed to disclose or has misrepresented a material fact, or any information required in the application.

b. That the applicant is desiring to operate a recovery residence which does not comply with the City's Land Development Code.

c. That the applicant has failed to obtain a certificate of occupancy and/or change

of use, if required.

d. That the certificate of occupancy or change of use for the proposed location has been denied, suspended, or revoked for any reason.

e. Applicant's noncompliance with specific provisions of federal, state, city or county ordinances, with respect to the specific use, and the applicant.

f. Fails to obtain said approvals prior to issuance of a license; or

g. Has violated such specific provisions.

h. The applicant has violated any provision of the Code of Ordinances or Land Development Code and has failed or refused to cease or correct the violation within (30) days after notification thereof.

i. The applicant failed to permit inspection by the City; or

j. Or as otherwise provided in the Code of Ordinances.

k. The operator or applicant has not been granted all available licensing or certification by the State of Florida.

4. Any person whose application has been denied as provided herein shall have the right to appeal to the City Manager explaining in detail the nature of the appeal and the grounds on which it is based. This written appeal must be received by the City Manager no later than three business days after the Director Community Development designee, determination.

5. Any person whose application has been denied as provided herein shall have the right to appeal to the City Council explaining in detail the nature of the appeal and the grounds on which it is based. This written appeal must be received by the City Clerk no later than three business days after the City Managers written response.

6. Any recovery residence shall permit officers or agents of the City of Palm Coast to inspect, from time to time on an occasional basis, the recovery residence for the purpose of ensuring compliance with all applicable regulations pertaining to recovery residences. A licensee's knowing or intentional refusal to permit such an inspection shall constitute a violation of this section for purposes of license denial, suspension, and/or revocation. This section shall be

narrowly construed by the city to authorize reasonable inspections of the licensed premises pursuant to this article, but not to authorize a harassing or excessive pattern of inspections.

7. Each license shall remain valid for a period of one (1) calendar year from the date of issuance unless otherwise suspended or revoked. Such license may be renewed only by making application or renewal.

8. A licensee shall not transfer license to another, nor shall a licensee operate a recovery residence under the authority of a license at any place other than the address designated in the recovery residence license application.

D. Revocation.

1. The city shall revoke a recovery residence license if it determines that:

a. The license holder has failed to disclose or has misrepresented a material fact or information required by this article in the application;

b. The license holder does not operate in the manner described in the application or has changed the operation without authorization through approval of a new license;

c. The certificate of occupancy for the location has been denied, suspended or revoked for any reason;

d. In the event of a conviction of any owner, operator, manager, supervisor, or any employee acting at the direction or with the knowledge of the owner, operator, manager, or supervisor, by a court of competent jurisdiction, for the violation of any criminal statute committed in conjunction with the facility operation;

e. The license holder has violated any provision of or failed to maintain compliances with the City Code and has failed or refused to cease or correct the violation after notification thereof;

f. The holder of the license, or the holder's designated manager, operator, or supervisor, refuses to permit an authorized City inspector to inspect the premises during normal business hours for a regular inspection or for the purpose of investigating a complaint which has been filed against the operation.

g. The licensee has knowingly engaged in or allowed possession, use, or sale of controlled substances on the premises.

h. The operator or facility has been denied license or certification by the State of Florida, or license or certification is suspended, or is denied recertification or renewal of its license is not allowed in the City of Palm Coast and must cease operation and vacate the premises within 60 days of the date on which its license or certification was denied or suspended or its recertification was denied.

2. Suspension and Revocation procedure. The procedure for suspension and revocation of a license shall be as follows:

a. If at any time the City of Palm Coast determines that the recovery residence is operating in any manner in violation of federal, state, county or city law or harmful to the public health, safety or welfare the city may file a notice of violation, through the special master process in the manner provided for by F.S. Ch. 162, and Chapter 17 of the Code of Ordinances.

b. If a license is revoked the applicant(s) may not apply for another license until one (1) year from the date of the effective date of the revocation, unless the basis for the revocation has been corrected or abated.

c. If a license is suspended for a specific period of time, the license shall remain suspended until the basis for the suspension has been corrected and the suspension period has expired.

E. Non-conforming Use and Structures.

Any nonconforming use of a building or land may be continued subject to the following conditions and requirements:

Requirements for nonconforming recovery residences. A recovery residences located in the City of Palm Coast as of the date of adoption of this Ordinance that does not currently have all available licenses, certifications or recertification designated from the State of Florida within 9 months after the adoption of this Ordinance shall no longer constitute a legal nonconforming use and must cease operation by the date that is exactly 9 months after the adoption of this Ordinance or within 60 days of the date on which all available certification, recertification, or the required license is denied, whichever date comes first. Such a recovery residences must either return residents to their families or relocate them to safe, secure housing within 60 days of the date on which all available certification, recertification, charter, or license is denied or by the date that is exactly 9 months after the adoption of this Ordinance, whichever date comes first. The number of occupants of a Recovery residence may not exceed the maximum number allowed under this Code of Ordinance or the number authorized under the Recovery residence's state certification or license, whichever is less.

Sec. 4.07. - Convenience Stores with Fueling Stations.

4.07.01. *Special exception required.* In the COM-1 District, a special exception for the use is required in accordance with the procedure as outlined in Chapter 2 if subject property is within 500 feet of any residential property.

4.07.02. *Fueling positions limitations.*

A. Within the COM-1 District, fueling stations are limited to a maximum of eight fueling positions.

B. Within the COM-2 District, fueling stations are limited to a maximum of 24 fueling positions.

4.07.03. *Design and installation requirements.*

A. All pump islands and canopies shall be set back a minimum distance of 20 feet from all perimeter property lines, but increased to 50 feet from property lines abutting areas zoned SFR, EST, MFR, and MHD.

B. On-site circulation shall be designed to:

1. Minimize conflicts between pedestrians and vehicles and between parked and moving vehicles;

2. Facilitate movement by tanker trucks and the safe unloading of fuels; and

3. When stacking lanes are required for car washes or drive-through facilities, stacking lanes shall be separated from parking areas and drives by using painted lines, pervious islands, landscaped islands, and/or decorative pavement.

C. All fuel dispensers shall be set back a minimum of 24 feet from any other fuel dispenser located on parallel pump islands, as well as located a minimum of 20 feet from any other fuel dispensers located along the same line of vehicular flow. Such distance shall be measured from center of fuel dispenser to center of fuel dispenser.

D. At least one-half of the required parking spaces shall be directly adjacent to the principal building.

E. All gasoline tanks shall be installed underground. Upon the discontinuance of any gasoline pump island, the fuel storage tanks shall be removed.

F. The maximum canopy clearance shall be 15 feet.

G. The Land Use Administrator may allow a maximum of 50 percent of the fueling position spaces to count toward the number of required parking spaces.

H. Lighting standards.

1. Exterior lighting shall be the minimum necessary to provide security and safety as determined by the Land Use Administrator. No more than 2.0 foot-candles of light are permitted at any property line.

2. Direct lighting sources shall be shielded or recessed. Light fixtures under a canopy shall be flush mounted. Lights shall not be mounted on the top or sides of the canopy. Drop type fixtures are prohibited.

3. The sides of the canopies shall not be illuminated, unless the illumination is part of a permitted sign.

4.07.04. *Accessory restaurant.*

A. A restaurant accessory to a convenience store shall be allowed as long as it does not exceed 30 percent of the gross floor area of the convenience store.

B. Parking for the restaurant shall be subject to the shared parking facilities requirements contained in Chapter 5.

C. An accessory restaurant with drive-through shall be subject to the drive-through facilities requirements contained in Section 5.04.11.

Sec. 4.08. - Development Options.

4.08.01. *Cluster residential developments.*

A. *Purpose and intent.* The purpose of clustering or grouping residential buildings and associated permitted accessory structures is to encourage the most efficient and cost effective use of land and public facilities. In order for the cluster development option to be approved, the site plan must be shown to:

1. Provide a significant amount of the site for protected open space;

2. Protect environmentally sensitive areas of a development site and permanently preserve open space, historical, cultural, or other significant buildings, and/or land and natural features;

3. Encourage creative and flexible site design that is sensitive to the land's natural features and adapts to the natural topography;

4. Decrease or minimize nonpoint pollution impacts by reducing the amount of impervious surfaces in site development;

5. Promote cost savings in infrastructure installation and maintenance by such techniques as reducing the distance over which utilities, such as water and sewer lines, need to be extended or by reducing the width or length of streets, and by utilizing the site's natural drainage patterns; and

6. Provide opportunities for social interaction and walking and bicycling in contiguous open space areas.

B. *Applicability and general provisions.*

1. A residential cluster development is optional and shall be permitted as of right in any residential zoning district, except in the Agriculture, Multifamily, and Mobile Home Districts.

2. All principal and accessory uses authorized in the applicable residential zoning district(s) shall be allowed in a cluster development.

C. *Specific provisions.* The following provisions shall apply to any residential cluster development, regardless of the general requirements of the applicable residential zoning district:

1. *Dimensional requirements.*

a. *Minimum size.* Minimum gross size of a cluster development shall be five acres.

b. *Width.* The minimum lot width shall conform to the requirements for the SFR-1 District.

c. *Setbacks.* The minimum setbacks shall conform to the requirements of the SFR-1 District.

d. *Height.* The height of buildings shall be a maximum 35 feet.

e. *Impervious surface ratio.* The maximum impervious surface ratio is 0.75.

2. *Perimeter buffer.* A minimum 20-foot buffer shall be located between the cluster development and any existing residential zoning district with the exception of an adjacent residential zoning district having the same density and height.

3. *Open space.*

a. At a minimum, 40 percent of gross acreage of the site shall be conveyed as common open space. However, when calculating the open space, the land area devoted to public or private vehicular streets shall not be included.

b. Open space areas shall be designated as "cluster open space" and shall indicate whether public or private on the plat.

c. The appropriateness of accessory structures will be reviewed by the Land Use Administrator and considered in terms of their enhancement of the cluster open space.

d. Accessibility to open space. The usability of cluster open space intended for recreation or public use shall be determined by whether it is contiguous and by the size, shape, topographic, and location requirements of the particular purpose proposed for the open space. Cluster open space shall be easily accessible to trail users including, but not limited to, elderly and handicapped persons, be integrated to form unbroken trail linkages between uses within the subdivision, and take advantage of opportunities to establish off-site linkages to nearby land uses, sidewalks, bikeways, and greenways.

e. Preservation of open space. Open space shall be preserved in perpetuity by use of conservation easements, deed restriction, or other means acceptable to the City.

4.08.02. *Duplex residential developments.* Duplex dwelling units under single ownership may be converted so that each unit can be owned separately utilizing one of the following processes:

A. Duplex structures may be converted to the condominium form of ownership upon approval by the Land Use Administrator. Condominium association documents shall be provided that include ownership and maintenance of common areas and utility facilities.

B. Duplex sites may be subdivided into two separate lots in accordance with Chapter 2 review procedures as long as the individual lots meet the dimensional standards of the district.

4.08.03. *Manufactured/mobile home parks.*

A. *General requirements.*

1. *Minimum size of park; permitted location.* A manufactured home park shall have a minimum of two and one-half acres. Manufactured home parks will only be permitted in the MHD District.

2. *Plans and specifications required.* Complete plans and specifications of all manufactured/mobile home parks shall be submitted to the Land Use Administrator.

B. *Development criteria.*

1. *Setbacks.* No manufactured/mobile home or attached structure shall be located closer than 25 feet to the property lines of the manufactured home park or a public right-of-way. Requirements for each manufactured/mobile home space are as follows:

   a. Front yard required—Minimum of 20 feet.

   b. Side yard required—Minimum of five feet.

   c. Rear yard required—Minimum of 15 feet.

2. *Private streets.* No manufactured/mobile home in a park shall be allowed direct access to a public street. All lots in a manufactured home park must have access from a private street that shall comply with regulations established in Chapter 5.

3. *Buffering.* A manufactured/mobile home park shall comply with Type "A" Buffer Design Standards established in Chapter 11.

4. *Recreational area required.* Manufactured home parks with ten or more units shall retain an area of not less than five percent of the gross site area devoted to recreational facilities provided in an area accessible to all property owners.

5. *Utilities.* Each manufactured home shall be independently served by separate electric, gas, and other utility services.

6. *Off-street parking.* A minimum of one off-street parking space shall be required for each manufactured home.

7. *Fences.* If the manufactured/mobile home park management allows fences for individual lots, these fences shall comply with regulations established in Section 4.01.

8. *Storage of recreational vehicles.* Storage of recreational vehicles, boats, and boat trailers shall be allowed only on sites reserved for such storage within the manufactured/mobile home park.

9. Residential Manufactured buildings meeting the requirements of Chapter 553 of Florida Statutes shall be permitted within a manufactured/mobile home park or subdivision.

4.08.04. *Multifamily residential buildings.* The following standards apply to multifamily buildings:

A. Multifamily buildings shall be setback a minimum distance of five feet from vehicular use area.

B. There shall be a minimum distance of ten feet between buildings.

4.08.05. *Multiuse buildings.* Multiuse buildings allow residential living quarters within the same buildings as offices or retail establishments, are permitted in the OFC-1, OFC-2, COM-1, COM-2, and MPD Districts, and require special exception approval in the COM-3 District. The following standards apply to multiuse buildings:

A. Nonresidential uses shall be located on the first floor of the building and residential units shall be located above the nonresidential use.

B. The mixture of nonresidential and residential uses within the multiuse building shall be designed to minimize, to the greatest extent practicable, the potential detrimental influence of nonresidential uses on the residential uses including, but not limited to, the location of entranceways and the use of soundproofing materials to minimize noise intervention between uses.

4.08.06. *Neotraditional development.*

A. *Purpose and intent.* The purpose of a neotraditional development is to provide areas for detached single-family dwellings, duplexes, townhouses, and accessory uses in medium density neighborhoods featuring traditional design concepts and architectural themes. Features may

include front porches, reduced setbacks, detached garages, alleyway access, narrower rights-of-ways, and shared parks and open spaces readily accessible to pedestrians and bicyclists. In order for the neotraditional development option to be approved, the site plan must be shown to:

1. Encourage walking and bicycling to reduce the need for local automobile trips by providing trails, bike paths, and other forms of walkable interconnectivity within and to adjacent uses.
2. Establish a specific neighborhood identity that shall consist of an overall architectural theme. Architectural themes may consist of, but not be limited to, the following:
    a. Florida vernacular.
    b. Cape cod.
    c. Mediterranean.
3. Preserve natural features and scenic areas and provide a range of residential and open space land uses within close proximity to one another within the neighborhood.
4. Promote cost savings in infrastructure installation and maintenance by such techniques as reducing the distance over which utilities, such as water and sewer lines, need to be extended or by reducing the width or length of streets.

B. *Applicability and general provisions.* A neotraditional development is optional and shall be permitted as a right in any residential zoning district, except in the Estate, Agriculture, and Mobile Home Districts. All principal and accessory uses authorized in the applicable residential zoning district(s) shall be allowed in a neotraditional development.

C. *Specific provisions.*

1. *Dimensional requirements.*
    a. *Minimum size.* Minimum gross size of a neotraditional development shall be five acres.
    b. *Width and depth.* No minimum width or depth of a lot shall apply except where abutting a development with lower density, in which case the widths/depths shall conform as closely as possible to the abutting development.
    c. *Setbacks.* No minimum setbacks shall apply; however, each lot shall conform as closely as possible to the setbacks established for the underlying zoning district and allow for parking and accessory structure requirements.
    d. *Height.* The height of buildings shall be in accordance with that of the underlying zoning district.
    e. *Impervious surface ratio.* A higher ISR shall be allowed, if determined appropriate by the Land Use Administrator; however, each lot shall conform as closely as possible to the ISR established for the underlying zoning district.
    f. *Backyard area.* Each residential dwelling unit shall have a backyard, or courtyard area.
2. *Single-family residential unit requirements.*
    a. Single-family residential units, inclusive of required porches, shall be constructed along the front setback line.
    b. Single-family units shall have an attached front porch oriented with a minimum width of 12 feet and a minimum depth of six feet.
3. *Garages.*
    a. Garages shall be separated from the main dwelling unit by a minimum distance of 12 feet, with the exception of a connecting breezeway, with a maximum width of four feet.

Other than the breezeway, the garage and main dwelling unit shall be detached structures.

b. Garages shall have a maximum building footprint of 500 square feet and a maximum height of 24 feet.

c. Garage doors shall be oriented for access from a rear alley or a side street may provide an alternative access for corner lots.

4. *Vehicular and pedestrian access.*

a. Sidewalks or pedestrian paths, bicycle paths, or bicycle lanes and vehicular streets shall connect all uses.

b. A minimum of 80 percent of all streets shall connect at both ends to other streets at an intersection.

c. All paths or trails including, but not limited to, bicycle paths or lanes, shall interconnect to form a continuous network throughout the site and to paths or trails linked to adjacent neighborhoods.

d. Vehicular gates are prohibited on all streets, except alleys serving residential uses.

5. *Neighborhood parks.*

a. Neighborhood parks shall be located and distributed so that 100 percent of all dwelling units are located within 1,320 linear feet from a park or other recreation area.

b. The minimum pervious area of a park shall be 50 percent.

c. For pedestrian access, a minimum of 25 percent of an activity-based neighborhood park perimeter shall abut a street, excluding alley.

6. *On-street parking.*

a. On-street parallel parking shall be required on the local residential streets.

b. Parallel parking spaces shall have a minimum length of 23 feet and a minimum width of ten feet.

c. Each parking space shall be clearly delineated by pavement striping per City standards.

d. Between every five parallel parking spaces, a vehicular use area island shall be required per City standards.

e. Parallel parking spaces shall be located no closer than 28 feet from the last stall to the intersection.

4.08.07. *Townhouse residential developments.* The following standards apply to townhouse buildings:

A. A minimum of three attached units and a maximum of eight attached units per building are permissible.

B. If rear alleyway access is provided, it is permissible to construct attached garages and detached garages that meet the standards of the neotraditional development option (refer to Section 4.08). In these cases, the rear setback may be decreased to five feet.

Sec. 4.09 - Reserved.

Editor's note— Ord. No. 2018-21 , § 2, adopted Oct. 2, 2018, repealed § 4.09 which pertained to drive-through facilities, and derived from Ord. No. 2009-26, § 26, adopted Dec. 15, 2009. See § 5.04.11 for similar provisions.

Sec. 4.10. - Educational Facilities, Private.

A. *Setbacks.* The front, rear, and side yard setbacks shall be the same as those required for the specific district, except that when adjacent to a residential land use or zoning district there shall be a 20-foot minimum building setback.

B. *Off-street parking and loading—School bus and vehicular drop-off facilities*. Facilities must be provided for off-street bus and private vehicle loading and unloading of students. Use of the street right-of-way may be allowed if a license agreement is executed with the City.

Sec. 4.11. - Garage and Yard Sales.

Refer to Chapter 16, Article V in the City of Palm Coast Code of Ordinances.

Sec. 4.12. - Home-based Businesses.

4.12.01. *Purpose and intent.* The purpose and intent of this section is to provide regulations for home-based businesses that are consistent with all provisions of F.S. § 559.955, as may be amended. The provisions of F.S. § 559.955 are incorporated into this section as if fully laid out herein, may be enforced pursuant to the City's Code of Ordinances: Chapter 2 - Article V and shall prevail in the event of a conflict with this section.

4.12.02. *Home-based Business Criteria.* A home-based business must operate, in whole or in part, from a residential property and must meet the below criteria:

A. *Employees.* The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling.

B. *Parking and storage.*

1. Parking and/or storage shall comply with all the residential property requirements of the Land Development Code based on the underlying zoning district; and
2. The need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted. No more than two dedicated parking spaces for the home-based business are permitted; and
3. Vehicles and trailers used in connection with the business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence; and
4. Not create noise, vibration, glare, fumes, odors, dust, or smoke that is detectable to the normal senses at the lot line or beyond the exterior of any common walls; and
5. No heavy equipment, as defined in F.S. 559.955(3)(b) shall be visibly stored on the property as viewed from either the street or a neighboring property.

C. *Use of Premises.*

1. As viewed from the street, the use of the residential property is consistent with the uses of the residential areas that surround the property; and
2. External modifications made to a residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood; and

3. The home-based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property; and

4. The activities of the home-based business are secondary to the property's use as a residential dwelling.

D. *Compliance with other laws, rules, and regulations.*

1. The business activities shall comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. Any local regulations on a business with respect to noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors may not be more stringent than those that apply to a residence where no business is conducted; and

2. All business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids. Any local regulations on a business with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids may not be more stringent than those that apply to a residence where no business is conducted; and

3. Use of the residential property for a home-based business must comply with all other applicable regulations for the zoning district.

E. *Exceptions.* This section does not supersede, amend or modify the following:

1. Any current or future declaration or declaration of condominium adopted pursuant to chapter 718, cooperative document adopted pursuant to chapter 719, or declaration or declaration of covenant adopted pursuant to chapter 720; and

2. Local laws, ordinances, or regulations related to transient public lodging establishments, as defined in s. 509.013(4)(a)1., that are not otherwise preempted under chapter 509.

4.12.03. *Home-based Business application procedures.*

A. *Application.* Applications for home-based businesses shall follow the same procedures for acquiring a business tax receipt as outlined in the City's Code of Ordinances: Chapter 16 – Article II – Local Business Tax Receipts and shall be filed on a form provided by the City. The Land Use Administrator may request additional information to ensure that all application materials are sufficient to review the request.

4.12.04. *Inspection and revocation.*

A. *Inspections.* A home -based business inspection may be conducted by the City following the issuance of a development order for a home -based business.

B. *Violations and revocation.*

1. The Code Enforcement Board shall determine violations, fines, or penalties for violations of this Code relating to home-based businesses. Such violations shall be treated as an unpermitted use within the zoning classification. The Code Enforcement Board shall have the authority to revoke development orders for home-based businesses.

Sec. 4.13. - Houses of Worship/Religious Institutions, Civic Clubs/Fraternal Organizations, and Nonprofit Organizations.

Houses of worship/religious institutions civic clubs/fraternal organizations, and nonprofit organizations shall be allowed as specified in Table 3-4. The following conditions shall apply to these uses:

4.13.01. *Master plan for long range development.* When submitting an application to expand an existing or construct a new house of worship/religious institution, a master plan for long-range development shall be submitted, including future plans for accessory uses such as educational facilities, gymnasiums, or similar facilities.

4.13.02. *Size limitations in the COM-1 District.* Within the COM-1 District, new or expanded houses of worship/religious institutions, civic clubs/fraternal organizations, and nonprofit organizations shall not exceed 30,000 square feet of gross floor area.

Sec. 4.14. - Industrial Uses.

4.14.01. *Industrial use classifications.*

A. *Heavy Industrial (IND-2) uses.* Heavy industrial uses shall include any facility that meets at least one of the following criteria:

1. Emits 500 pounds or more per year of lead or lead compounds; or
2. Emits 100 tons per year or more of any one regulated pollutant (PM10; nitrogen oxides; sulfur dioxide; carbon monoxide; volatile organic compounds; and lead) subject to regulation under F.S. ch. 403 ; or
3. Emits ten tons or more per year of any one hazardous air pollutant (HAP) as defined by Chapter 62-210, Florida Administrative Code; or
4. Emits 25 tons or more per year of any combination of hazardous air pollutants as defined by Chapter 62-210, Florida Administrative Code; or
5. The facility would require a major source Title V air permit as required by the requirements under F.S. ch. 403 ; or
6. Bulk storage of hazardous or regulated chemicals in excess of 25,000 gallons (excluding diesel and unleaded gasoline fueling facilities exclusively utilized for fueling of vehicles, public water/wastewater treatment and emergency generators); or
7. Large quantity generators of hazardous waste as regulated under Chapter 62-730, Florida Administrative Code; or
8. The following industrial uses are presumed to be considered heavy industrial based upon the above criteria: air curtain incinerators; asphalt plants; concrete batch plants; fabrication facilities (involving open air grit blasting or open air painting); phosphate/nitrate fertilizer manufacturing facilities; fiberglass products manufacturing facilities; explosive storage and or manufacturing facilities; biohazardous waste incinerator, pesticide formulation facilities; scrap yard/shredding facilities; soil remediation facilities; bulk solvent chemical storage and or processing facilities; paint/ink manufacturing facilities; secondary metals recovery or manufacturing facilities; chrome plating facilities; asbestos products fabricators; manufacturer, livestock importing/exporting facilities; and those uses listed in the IND-2 District outlined in Chapter 3, Table 3-4.

This list is not all-inclusive and other uses may be considered heavy industrial based upon the above criteria as determined by the Land Use Administrator.

B. *Light Industrial (IND-1) uses.* All other manufacturing, processing, and assembly activities not meeting one of the heavy industrial criteria listed in this Code shall be presumed to be light industrial, including those uses listed in the IND-1 District outlined in Chapter 3, Table 3-4.

C. *Approvals; permitting.* Approvals, permits, or other forms of written assurances from appropriate federal, state, or local agencies that the use is likely to meet or exceed the specified standards for dust emissions, water consumption, air quality, hazardous, and regulated waste management set forth in Chapter 10 shall be considered competent and substantial presumptive evidence that the use complies with these zoning performance standards for permitting.

4.14.02. *Industrial use performance standards.* Manufacturing, processing, and assembly operations shall meet the following performance standards. Proof of compliance shall be provided stating that all required permits for particular discharges can and will be met. All necessary environmental permits shall be obtained. Table 4-5 depicts the required performance standards for heavy industrial and light industrial and warehousing uses:

Table 4-5: Performance Standards for Industrial Uses

	Light Industrial & Warehousing (IND 1)	**Heavy Industrial (IND 2)**	**Application Requirements**
Lighting	Lighting shall be in accordance with Chapter 9 of the LDC	Lighting shall be in accordance with Chapter 9 of the LDC	Detail lighting plan
Sound Measured from property line	Residential: 60 dBA (7AM—10PM)	Residential: 60 dBA (7AM—10PM)	Statement of compliance
	Residential: 60 dBA (10PM—7AM)	Residential: 60 dBA (10PM—7AM)	
	Commercial: 65 dBA (7AM—10PM)	Commercial: 65 dBA (7AM—10PM)	
	Commercial: 60 dBA (10PM—7AM)	Commercial: 60 dBA (10PM—7AM)	
	Industrial: 75 dBA (7AM—10PM)	Industrial: 75 dBA (7AM—10PM)	
	Industrial: 75 dBA (10PM—7AM)	Industrial: 75 dBA (10PM—7AM)	
Water Consumption	Consumptive Use Permit specifically approved by SJRWMD	Consumptive Use Permit specifically approved by SJRWMD	SJRWMP CUP permit submittal
Hazardous/Regulated Waste Management	New Large Quantity Generators of hazardous waste as regulated under Chapter 62-730, F.A.C., as amended are prohibited	All hazardous waste generators shall comply with State and Federal regulations	List of potential waste generated and anticipated amounts.

	New chemical containment areas to provide appropriate secondary containment	New chemical containment areas to provide appropriate secondary containment	Statement of compliance
	BMPs developed to prevent potential discharges of regulated substances	BMPs developed to prevent potential discharges of regulated substances	Submittal of BMP plan.
Electrical/Electromagnetic Interference	Use shall not cause, create or contribute Electrical/Electromagnetic Interference to adjacent properties	Use shall not cause, create or contribute Electrical/Electromagnetic Interference to adjacent properties	Statement of compliance
Air Quality	General Title V or non-Title V	Major Source Title V Permit under F.S. ch. 403 as amended	FDEP permit submittal
	Emits < 500 pounds per year of lead or lead compounds	Emits > 500 pounds per year of lead or lead compounds	FDEP Annual Operating Reports/Permits
	Emits < 100 tons per year of any regulated pollutant	Emits > 100 tons per year of any regulated pollutant	FDEP Annual Operating Reports/Permits
	Emits < 10 tons per year of any one HAP	Emits > 10 tons per year of any one HAP	FDEP Annual Operating Reports/Permits
	Emits < 25 tons of any combination of HAPs	Emits > 25 tons of any combination of HAPs	FDEP Annual Operating Reports/Permits
	BMPs to control dust	BMPs to control dust	
	Airborne discharges shall be minimized so as not to cause or contribute to an objectionable odor to adjacent residential areas	Airborne discharges shall be minimized so as not to cause or contribute to an objectionable odor to adjacent residential districts	Statement of compliance
	Regulated Pollutants shall meet federal and State air quality standards	Regulated Pollutants shall meet federal and State air quality standards	FDEP Annual Operating Reports/Permits/Monitoring
Storage of Hazardous or Regulated Chemicals	< 25,000 gallons permissible	Storage of Hazardous or Regulated Chemicals permissible	FDEP Registration/Inventory; Submittal of SPCC Plan

Fire Prevention Standards	Fire suppression devices shall be installed in accordance with City requirements	Fire suppression devices shall be installed in accordance with City requirements	Site plan and description of fire prevention measures with Fire Marshal/City approval
New Septic Systems	Not permissible	Not permissible	NA
Radioactive Materials	Fixed nuclear density gauges with sources exceeding 50 mCi prohibited	Fixed nuclear density gauges permissible	BRC radioactive material license and protection plan submittal
	Source material other than medical applications uses prohibited	Source material with BRC approval	BRC approval and documentation of RSO and authorized user

Note:

Regulated pollutants = shall consist of PM10, nitrogen oxides, sulfur dioxide, carbon monoxide, volatile organic compounds, lead.

HAP (Hazardous air pollutant) = As defined by Chapter 62-210 F.A.C. as amended.

BRC = Bureau of Radiation Control

RSO = Radiation Safety Officer

Sound = The standards set forth shall not apply to emergency warning devices, lawn care equipment, or construction operations.

Storage of Hazardous or Regulated Chemicals = Aboveground and underground storage tanks regulated by FDEP and utilized for vehicular purposes are permitted in IND-1 and IND-2.

Sec. 4.15. - Nonresidential Controlling Master Site Developments.

4.15.01. *Purpose and intent.* The purpose and intent of this section is to provide standards for a nonresidential controlling master site development. The standards will ensure internal consistency and compatibility with the character of the surrounding neighborhood. Elements of compatibility include the fundamental development pattern of the surrounding neighborhood, predominant building type, and features of site design, scale, and dimensions.

4.15.02. *Applicability.* Nonresidential controlling master site developments and large-scale commercial centers shall comply with the requirements of this section. Such developments shall be planned as a unit and at a minimum, include the following:

A. Shared parking and driveways.

B. Master stormwater facilities.

C. Master drainage system.

D. Pedestrian and vehicular connectivity between sites, structures, and uses.

E. Owners association.

F. Applicable to moderate and major development.

4.15.03. *Development standards.* In addition to the development requirements set forth in this Code, the following requirements apply to nonresidential controlling master site developments:

A. *Building setbacks.*

1. Buildings and ancillary structures within a nonresidential controlling master site development are encouraged to be constructed up to the interior lot line provided a plat has been recorded.
2. Reserved.
3. Setbacks shall be measured from project exterior boundary.

B. *Parking lot orientation.* No more than 60 percent of the off-street parking area for the entire property shall be located between the principal building(s) and the street unless the principal building(s) and/or parking lots are screened from view by abutting development (within outparcels) and additional tree plantings and/or berms.

C. *Pedestrian access.*

1. Continuous internal pedestrian walkways, no less than five feet in width, shall be provided from the public sidewalk or right-of-way to the principal customer entrance of all principal buildings on the site. At a minimum, walkways shall connect focal points of pedestrian activity such as, but not limited to, taxi stands, street crossings, building, and store entry points and shall feature adjoining landscaped areas that include trees, shrubs, benches, flowerbeds, groundcovers, or other such materials for no less than 50 percent of their length.
2. Sidewalks, no less than five feet in width, shall be provided along the full length of each building along any facade featuring a customer entrance, and along any facade abutting public parking areas. Such sidewalks shall be located at least six feet from the facade of each building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the facade.
3. Internal pedestrian walkways shall provide weather protection features such as awnings or porticos within ten feet of all customer entrances, constructed parallel to the facade of the building. This is not intended to extend into the driving aisles or parking areas.
4. All internal pedestrian walkways shall be distinguished from driving surfaces using durable, low-maintenance surface materials such as pavers, bricks, or scored concrete to enhance pedestrian safety and comfort, as well as the attractiveness of the walkways. Signs shall be installed to designate pedestrian walkways.

D. *Public amenities.* A nonresidential controlling master site development shall contribute to the establishment or enhancement of community and public spaces by providing at least two of the following:

1. Patio or seating area.
2. Pedestrian plaza with benches.
3. Transportation center.
4. Window shopping walkways.
5. Outdoor play area.
6. Kiosk area.
7. Water feature.
8. Clock tower.
9. Steeple.

10. Other such focal features or amenities that, in the judgment of the Land Use Administrator based on generally accepted planning principles adequately enhance such community and public spaces.

Any such areas shall have direct access to the public sidewalk network and such features shall not be constructed of materials that are inferior to the principal materials of the building and landscape.

E. *Outdoor storage, trash collection, and loading areas.*

1. Areas for outdoor storage, truck parking, trash collection or compaction, loading, or other such uses shall not be visible from public or private rights-of-way.

2. No areas for outdoor storage, trash collection or compaction, loading, or other such uses shall be located within 20 feet of any public or street, public sidewalk, or internal pedestrian way.

3. Loading docks, truck parking, outdoor storage, utility meters, HVAC equipment, trash dumpsters, trash compaction, and other service functions shall be incorporated into the overall design of the building and the landscaping. This is to ensure that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets, and no attention is attracted to the functions by the use of screening materials that are different from or inferior to the principal materials of the building and landscape.

4. Areas not enclosed for the storage and sale of seasonal inventory shall be permanently defined and screened with walls or fences. Materials, colors, and designs of screening walls or fences and the cover shall conform to those used as predominant materials and colors of the building. If such areas are to be covered, then the covering shall conform to those used as predominant materials and colors on the buildings.

5. Temporary sales/displays, such as Christmas trees, landscape materials, and fireworks, shall follow all requirements as outlined in this Code.

F. *Architecture.* All nonresidential controlling master site developments shall comply with architectural standards established in Chapter 13. In addition, the applicant shall provide, upon request, alternative designs or prototypes in addition to any typical corporate prototype. Alternative designs shall be provided to reflect the local character of the surrounding areas. Design templates may include, but not be limited to, Art Deco, Mediterranean, Main Street, and Green Design.

4.15.04. *Wall signage.* Signs shall be consistent and complementary in style, color, and materials to the style, color, and materials of the principal structure. Refer to Chapter 12 for sign requirements.

4.15.05. *Maintenance of property; abandonment.* During any period of vacancy following relocation of the business and prior to reuse, the vacant building shall meet the following standards:

A. All exterior surfaces shall be maintained and in good repair.

B. The exterior walls shall be maintained free from holes, rotting materials, and graffiti.

C. Roofs and buildings shall be maintained in structurally sound, safe, and weather tight conditions.

D. Window glass shall be in place and maintained in a safe and weather tight condition.

E. The grounds shall be maintained and free of trash, stored materials, inoperative or unlicensed vehicles, and equipment.

F. Accessory structures, such as fences, walls, signs, accessory buildings, or other physical improvements, shall be maintained in a safe condition and free of graffiti.

G. Outdoor sales may be permitted on a case-by-case basis in accordance with this chapter.

H. Outdoor security lighting shall be maintained and operated.

I. Landscaping shall be watered, pruned, and weeded as necessary.

(Ord. No. 2009-26, §§ 27—30, 12-15-09)

Editor's note— Ord. No. 2009-26, § 27, adopted December 15, 2009, changed the title of Section 4.15 from "Large-scale commercial center" to "Nonresidential controlling master site developments."

Sec. 4.16. - Marinas.

4.16.01. *General.* Except as expressly set forth in this section, no application shall be approved by the Land Use Administrator and a permit issued unless the application conforms to the requirements of this Code, and the application fees have been paid.

4.16.02. *Applicability.* When permitted as an accessory use, the marina shall be accessory to a developed use on any waterway within the district. Marinas shall be allowed as specified in Table 3-2 and Table 3-4 and subject to the following standards:

A. *Compliance with federal and state laws.* All marina facilities shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the requirements and permits of the Florida Department of Environmental Protection, St. Johns River Water Management District, and the Army Corps of Engineers. Verification that all necessary permits and/or required studies have been obtained shall be submitted to the City prior to commencing construction activities.

B. *Live aboard watercraft prohibited.* Under no circumstances shall a vessel docked or moored off the pier at a noncommercial marina be used as a live aboard watercraft.

4.16.03. *Permit required.* Any person or entity must be issued a marina facility permit before operating a marina facility within the City.

A. Marina facility permit applications shall be considered and acted upon by the Land Use Administrator and, if applicable, the Planning and Land Development Regulation Board, subject to the terms and conditions of this Code. Marina facility permits, when approved, shall be approved in the form of a development order which may be subject to such terms and conditions as the Planning and Land Development Regulation Board or Land Use Administrator may deem appropriate consistent with the provisions of this Code. Except as provided in this section, no person may cause, suffer, or allow construction of a marina facility without first obtaining a permit from the City. Except as provided in this Code, and after issuance of a permit or permit amendment to the marina facility, no person may cause, suffer, or allow the operation of a marina facility without first obtaining from City staff a final inspection and authorization to begin operation of the marina facility as described in this Code.

B. Except as otherwise expressly stated in this Code, any person who is required by this Code to obtain a marina facility permit or permit amendment shall demonstrate compliance with the performance standards set out in this Code.

C. A person who already has a permit for a marina facility may commence emergency reconstruction of damaged marina facilities without first obtaining a permit amendment from the City, provided that written notice of the commencement of reconstruction activities is provided to the City within 72 hours of commencement of reconstruction. Within 30 working days of commencement of reconstruction, the marina facility owner shall submit an application for a marina facility permit amendment.

4.16.04. *Review authority.*

A. *Application submittal.* An application for a marina facility permit may be submitted on a form provided by the City and shall include such information as the Land Use Administrator may determine necessary.

B. *Land use administrator.* The Land Use Administrator shall perform the technical review for all marina facilities and shall have the authority to approve issuance of development orders for all noncommercial marina facilities.

C. *Planning and land development regulation board.* The Planning and Land Development Regulation Board shall receive recommendations from the Land Use Administrator for commercial marina facilities. The Planning and Land Development Regulation Board shall have the authority to approve issuance of development orders for all commercial marinas.

4.16.05. *Location and configuration.*

A. *General location standards.*

1. No marina facility shall be permitted to be located or configured to extend into navigable waters of the City to such a distance that it would constitute a navigation hazard or a flood control hindrance or would unreasonably infringe upon public legal use of and access to the water surface.

2. Marina facilities shall not be so located or configured in such a way as to potentially displace boating traffic into shallow areas.

3. In accordance with the City's wetland protection regulations and through avoidance and minimization strategies, proposed marina facilities shall demonstrate that impacts to wetlands have been avoided and/or minimized to the maximum extent practicable.

4. A marina facility site may be approved only when the applicant has demonstrated that the location has adequate depths to accommodate the proposed watercraft use. All marina facilities access shall be through existing channels or through areas greater than three feet in water depth at mean low water. If existing channel or through areas contain less than three feet of low mean water depth and dredging is required, the applicant must demonstrate that the initial dredging operations are necessary and measures were taken to avoid and minimize, to the extent practical, negative impacts to environmental resources of the City including, but not limited to, water quality, threatened and endangered species, fish, and wildlife habitat. The issuance of permits to the applicant from the Army Corps of Engineers and the St. Johns River Water Management District or Department of Environmental Protection shall satisfy the requirements of this provision.

B. *Setback requirements.* Marina facilities shall include the following minimum setbacks for structures located over or on the water surface and related facilities:

1. *Adjoining properties.* A 50-foot setback shall be established from the riparian property line of adjoining waterfront properties for marina facilities located on the Intracoastal Waterway. A 25-foot setback shall be established for other navigable waters of the City.

2. *Public water supply wells.* No commercial marina facility or marine service station shall be located within 500 feet of an existing public water supply well that is licensed and operated in accordance with all applicable law.

3. *Designated swim areas.* No marina facility structure shall be located on or over the water surface within 100 feet from any existing City designated swim area.

4. *Residentially designated property.* No commercial marina building or structures, or marine service station, shall be located within 100 feet of a residential property line, unless otherwise specified within this section of the Code.

C. *Property ownership.*

1. Marinas shall be located on and over the navigable waters of the City that are owned, leased, or otherwise controlled by the applicant, or marina owner, or operator and shall not materially and significantly interfere with established legal rights and privileges of an adjoining property owner including, but not limited to, those conveyed through covenants, deed restrictions, easements, court judgments, or other legally binding documents.

2. The applicant or marina facility owner or operator shall provide the name and address of the owner of the lot or parcel including, but not limited to, that portion of the lot or parcel under the water surface. The applicant shall provide, at a minimum, the following documentation:

   a. An affidavit, in a form prescribed by the City, stating that the applicant owns, leases, or otherwise controls the lot or parcel over which the marina will be located.

   b. If the applicant, or marina facility owner or operator, and the property owner are different individuals or entities, documentation, such as a lease, easement, or other deed-recorded instrument, supporting applicant's claim that the applicant has the authority from the property owner to locate the marina on or over the lot or parcel.

   c. Other documentation, if required by the City, to demonstrate ownership or control, which may include a title opinion from an attorney or a title insurance commitment, if such ownership or control is questioned. Any such title opinion shall state that the attorney has reviewed the chain of title or other appropriate documents and finds that, in the attorney's professional opinion, the applicant is the owner or has the legal right to construct a marina facility on or over the lot or parcel in question.

3. Dock or slips associated with a noncommercial marina facility shall only be sold, leased, used, or otherwise conveyed to residents of the residential development associated with the noncommercial marina. Deed restrictions acceptable to the Land Use Administrator, shall be required to ensure that residents will be subject to restrictions prohibiting residents from improperly using any dock slips or the marina facility and further obligating the residents observance of all rules and policies established by this Code. Deed restrictions shall require that the marina facility be private and that ownership of the marina facility slips, at a minimum, be restricted to residents. Applicable deed restrictions shall require language that prohibits any rental of dock slips by the residents to the public at large. Unit owners may lease their slip(s) to tenants or other unit owners.

4. Docks or slips as an accessory use in the SFR, DPX, EST, AGR, and MPD zoning districts shall not be sold, leased, used, or otherwise conveyed to anyone other than the owner of the lot, parcel, or tract. If the dwelling unit is leased or rented, the dwelling unit is required to be registered with the City in which the dock or slip is automatically included as part of the registered dwelling unit as the dock or slip is an accessory use to the dwelling. Owners of the dwelling unit shall be held responsible for any vessel moored, docked, and/or stored at the dock or slip.

4.16.06. *Protection of water quality.*

A. *Water exchange and flushing action.* The following requirements apply to all marina facilities:

1. Site and design the marina facility such that wind and currents will aid in flushing of the site or renew its water regularly.

2. Site and design the marina facility such that the bottom of the marina facility and the entrance channel are not deeper than adjacent navigable water unless it can be demonstrated that it will not negatively impact flushing and water quality standards.

3. Design marina facilities with as few segments as possible to promote circulation within the basin.

4. Design and locate entrance channels to promote flushing.

5. Establish two openings, where appropriate, at opposite ends of the marina facility to promote flow through currents; provided, however, that when the establishment of two openings is not practical, as determined by the Land Use Administrator, and adequate flushing action is demonstrated to the Land Use Administrator for the proposed number of slips, two openings shall not be required.

6. Consider other design alternatives in poorly flushed waterbodies (e.g. open marina basin over semi-enclosed design) to enhance flushing.

7. Land surface drainage patterns shall be designed with swales, contours, shallow depressions, or other acceptable water retention and treatment standards, to minimize direct runoff in surface waters.

8. The dredging of new channels to provide marine facility access to a site may be permitted if an applicant can demonstrate to the Land Use Administrator that such activities will improve or maintain surface water quality and flushing and will not cause a safety hindrance to navigation.

B. *Dredging and spoil management.*

1. An applicant must provide a description of the measures taken to avoid and minimize impacts to submerged aquatic vegetation. Submerged aquatic vegetation means shoal grass, paddle grass, star grass, Johnson's seagrass, sago pondweed, clasping-leaved pondweed, widgeon grass, manatee grass, and turtle grass. Appropriate location and complementary design of the dock facility may be necessary to protect shoreline and aquatic vegetation. Mitigation shall be consistent with federal and state regulations.

2. Dredging activities shall be conducted by a qualified contractor familiar with the applicable best management practices concerning dredging operations. All dredging activities shall obtain all necessary permits from the Florida Department of Environmental Protection, the St. Johns River Water Management District, and the Army Corps of Engineers or any other agency with applicable jurisdiction.

3. As part of the application for marina facilities, a dredging maintenance plan shall be submitted to the City. The plan shall describe best management practices, projected amount of dredge materials, and spoil disposal. The plan shall describe anticipated maintenance dredging activities and anticipated maintenance dredging intervals.

4. Dredging shall be prohibited in those special and Outstanding Florida Waters as provided for by the state unless specifically authorized by the Florida Department of Environmental Protection, the St. Johns River Water Management District, or the Army Corps of Engineers.

5. Dredge spoil shall be disposed of in upland areas as approved by applicable federal, state, and local agencies.

6. Designed engineering controls shall be utilized for marina facilities parallel to the Intracoastal Waterway to minimize maintenance dredging unless it can be clearly demonstrated to the Land Use Administrator that the proposed marina facility will not require excessive maintenance dredging. For the purposes of this Code, excessive maintenance dredging means maintaining adequate water depth at the marina facility by the use of maintenance dredging more than one time in a one-year period. In lieu of requiring engineering controls, the owner or applicant may require the utilization of shallow drafting boats. For the purposes of this Code, shallow drafting boats are designed and approved to draft less than two feet of water.

C. *Erosion, shoaling, and shoreline stabilization.*

1. Applicants proposing a marina facility must address existing and future erosion or shoaling in the proposed design. Each development order will have a general condition, which

requires the applicant or owner to utilize appropriate erosion control practices and to correct any current or future adverse erosion or shoaling problems.

2. To help prevent shoreline erosion, facilities adjacent to the Intracoastal Waterway shall stabilize the shoreline through the construction of a coquina rock revetment or other suitable material running the length of the shoreline. The revetment work shall occur above the mean high waterline. If necessary, submerged bulkheads shall be installed parallel to the Intracoastal Waterway to alleviate shoreline erosion and prevent excessive shoaling.

4.16.07. *Design of marina facilities.*

A. *Dimensional standards.*

1. The width of a marina facility, inclusive of all structures, shall not exceed 75 percent of the width of the owner's waterfront property line. Newly created shoreline associated with internal basins may be fully developed with marina facilities provided additional marina facilities are not developed in areas along the Intracoastal Waterway abutting a newly created internal basin. Existing vegetative and environmental features of the area immediately abutting the Intracoastal Waterway shall be preserved to the greatest extent feasible in accordance with the City's tree preservation regulations.

2. Total dock surface area shall not exceed ten square feet per linear foot of the applicant's waterfront property line. Calculations for dock surface area shall include gazebos, access walkways, platforms, catwalks, and other associated water-dependant structures. This standard may be increased to 12.5 square feet per linear foot of the owner's waterfront property line if it can be demonstrated to the Land Use Administrator that the additional coverage results in an improved structural or safety design without adverse environmental impacts.

3. Marina facility structures shall not extend further waterward from the edge of the Federal channel of the Intracoastal Waterway than as permitted by the Army Corps of Engineers or other relevant regulatory authority.

4. Walkways shall be constructed above the water level at all times and shall be structurally sound. Main walkway widths shall be a minimum of four feet wide. If significant pedestrian traffic is likely, the width shall be a minimum of six feet. Finger walkways shall be a minimum of three feet wide. Specific areas shall be designated and constructed to ensure handicap accessibility. Where practicable, dock and decking design and construction shall ensure penetration of light sufficient to support existing shallow water habitats.

5. No marina facility structure shall, at any time, extend to a height of more than 20 feet above the mean high water line. Boathouses within a marina facility shall not exceed 13 feet above the top of adjacent bulkhead or revetment and shall not exceed 18 feet above mean sea level (1929 NGVD).

6. Proposed marina facilities and associated structures shall be constructed in a visually pleasing manner as determined by the Land Use Administrator based upon generally accepted planning principles with the existing terrain and vegetation. Structures shall obstruct as little as reasonably practical scenic views from the shoreline or other navigable waters of the City. Long unbroken extensions of line shall be avoided by alleviating long monotonous structures through architectural design and by separating watercraft slips. A 15-foot no slip buffer shall be required for every 20 watercraft slips.

7. Architectural design shall consider pedestrian access to the shoreline area of the Intracoastal Waterway. Design standards shall include, but are not limited to, step-ways as well as the incorporation of raised spans in the dock design.

8. Boathouses within a marina facility shall utilize "hip" roofs and shall not be enclosed or contain walls. All marina facilities that include slips shall be consistent by either having all

slips that contain boathouses or no slips that contain boathouses. Roofs for boathouses shall be of the same material and color. Roofs for any purpose other than for a boathouse or slip, excluding gazebo type structures, may be permitted by the Land Use Administrator using the same criteria as applicable for variances.

9. Fairways shall accommodate a minimum fairway width of one time the length of the longest boat slip.

10. Channel entrances and the channel leading to a marina facility shall provide safety and ease of passage and to promote flushing. Exclusive of any docks or berths, channels and channel entrances shall be at least 40 feet wide or four times the beam of the widest watercraft berthed in the marina facility unless an adequate channel traffic control program is provided.

B. *Vehicular watercraft launching ramps.*

1. Vehicular launching ramps shall be properly placed and designed to ensure minimal impact on aquatic and terrestrial resources.

2. Vehicular launching ramp slopes shall be designed and constructed between 12 and 16 percent above the waterline and 15 to 20 percent below the waterline at mean high water.

3. If practical, launching ramps shall be paved to approximately five feet below the extreme low tide and contain a gravel shelf at the end of the ramp.

4. For safety purposes, a pier or similar structure shall be provided adjacent to the ramp for boarding and holding a boat while launching. If feasible, piers or similar structure should be provided on both sides of the ramp.

5. To provide adequate traction for vehicles, the surface of the ramp shall be scored or patterned. Deep grooves in concrete should be perpendicular to the slope of the ramp to provide adequate traction for vehicular traction.

6. Ramps shall be adequately maintained and kept free of algae growth and siltration.

7. Adequate safety lighting and appropriate warning signs are required.

C. *Safety design standards and certification.*

1. All marina facilities shall be designed and maintained in such a manner as to ensure public safety.

2. Fire suppression devices and other associated firefighting facilities shall be installed. Accommodations shall be made and approved by the Land Use Administrator to provide appropriate accessibility for firefighting response teams. Marina facilities shall be constructed in such a manner that would not increase the risk of fire to nearby residential dwellings or that would reasonably be deemed to cause an increase in fire insurance premiums of nearby structures.

3. All permit and permit amendment applications for construction or modification or expansion of a marina facility must contain a signed certification from a professional engineer or architect authorized to do business in the state of Florida. The certification must state that the civil, structural, electrical, mechanical, plumbing, and other associated systems of the marina facility are designed to ensure public safety and comply with the most recent editions of the following codes: Florida Building Code, National Electrical Code, Fire Prevention Code, and National Fire Protection Association.

4. Upon completion of construction, expansion, or modification of a marina facility, the applicant shall submit follow-up certifications (as-builts) signed by the engineer, architect, and/or master electrician stating that the construction, expansion, or modification was completed in

accordance with above-referenced publications and plans submitted to and approved by the City.

5. With respect to the electrical requirements only, in lieu of an engineer's certification, a master electrician may design and certify the electrical installations and systems of a marina facility as complying with the most recent editions of the National Electrical Code.

4.16.08. *Performance standards.* All marina facilities shall be designed, constructed, and operated to protect the natural resources of the City and prevent wastewater and other pollutants from entering water. Except as otherwise expressly stated in this Code, any person who is required to obtain a marina facility permit or permit amendment shall demonstrate compliance with the performance standards set out in this section.

A. *Natural resource analysis statement.*

1. *All marina facilities.* An applicant for a marina facility permit shall prepare and submit as part of the application a natural resource analysis statement, which shall describe the following specific impacts listed below and further identify those best management practices that will be implemented by the applicant to minimize potential environmental impacts. The applicant shall use the results of the natural resource analysis statement to design and operate the marina facility with the least amount of environmental impact reasonably achievable. The applicant is encouraged to consider for inclusion those best management practices listed below after each specific impact, but may include alternative best management practices that are comparable to those listed.

   a. Solid waste collection and disposal.

   b. Litter and debris collection and disposal.

   c. Watercraft cleaning.

   d. Source pollution control.

2. *Noncommercial marinas.* An applicant for a noncommercial marina permit shall prepare and submit as part of the application, a natural resource analysis statement, which shall describe the following specific impacts listed below and further identify those best management practices that will be implemented by the applicant to minimize such impacts:

   a. Watercraft sewage management.

   b. Hazardous material storage.

3. *Commercial marinas.* An applicant for a commercial marina permit shall prepare and submit as part of the application, a natural resource analysis statement, which shall describe the following specific impacts listed below and further identify those best management practices that will be implemented by the applicant to minimize such impacts. Upon two years following application approval and construction, a commercial marina shall pursue a "Clean Marina" designation from the Department of Environmental Protection, Clean Marina Program.

   a. Watercraft sewage management.

   b. Hazardous material storage and pollution prevention.

B. *Threatened and endangered species.* All marina facilities shall comply with all applicable laws, rules, regulations, and Ordinances that relate to the protection of endangered or threatened species or species of special concern or which otherwise protect fish and wildlife.

C. *Dockmaster.* All commercial marina facilities shall provide for a dockmaster. All noncommercial marina facilities that include greater than 40 slips shall provide for a dockmaster. The purpose of the dockmaster is to oversee the proper usage of the facility and to ensure compliance with the applicable provisions and requirements of this section.

D. *Marine service station.* Marine service stations shall be permissible in commercial marinas in compliance with the following provisions:

1. All construction, components, and operational maintenance standards of marine service station fuel systems shall comply with all federal, state, and local regulations and be constructed in a manner to avoid spills. If a spill occurs, it shall be promptly reported in accordance with all federal, state, and local requirements.

2. Provide fueling stations with spill containment equipment, adequate supply of absorbent materials, and other necessary equipment to clean up any minor spills that may occur.

3. Promote the use of oil-absorbing materials in the bilge areas of all watercraft with inboard engines. Encourage the examination of these materials at least once a year and replace as necessary. Provide receptacles to recycle materials, if possible, or dispose of them in accordance with all applicable disposal laws, rules, and ordinances.

E. *Risk management for marina facilities.*

1. *Fire hazards.* No activity shall be conducted, and no materials will be stored of such a nature, or in such a manner, so as to constitute a fire hazard. When an activity is being conducted which could constitute a fire hazard, it shall be the responsibility of the party involved to have proper fire protection on the site as determined by the City Fire Marshal.

2. *Hurricane contingency plan.* Marina facilities shall prepare and make available a hurricane contingency plan, which shall include those methods to be taken to secure property and facilities at a marina facility. Commercial marinas shall provide educational materials that include procedures for securing of watercraft for those who own or rent space at the commercial marina.

3. *Lighting.* Marina facilities shall be continuously lighted from sunset to sunrise and during periods of restricted visibility.

a. The minimum safety lighting shall adequately define the presence of all structures located on or over the water surface.

b. When possible, lighting shall be so located and configured or shielded so as not to present a hazard to navigation and to minimize ambient light pollution.

c. Marina facility lighting shall be wired with a photo-electric cell-operated switch so that the lights will automatically operate.

d. All watercraft proceeding within the marina confines shall be at "idle speed - no wake", meaning a very slow speed whereby the wake or wash created by the watercraft would be minimal, and shall adhere to any limits related to manatee protection areas.

e. Personal throwable flotation devices shall be readily available on the marina facility at intervals of every 100 feet at the marina facility. Ladders shall be installed in appropriate locations and intervals to provide emergency access to the surface water within a marina facility.

F. *Prohibited acts.*

1. It is prohibited and unlawful for a watercraft to transmit stray electrical current. Compliance with this requirement will be deemed satisfied when the electrical resistance is more than 1,000 ohms as measured between the water adjacent to the watercraft and all of the three alternating current conductors at the dock end of the shore power cord. This cord, at the time of measurement, must be connected to the watercraft's alternating current terminals. The watercraft's alternating current circuit shall be switched to the "on" position and connected as for normal dockside operation.

2. If a watercraft is found by a certified electrical contractor or a certified marina electrical contractor to be producing stray current, notice shall be given to the owner and a reasonable amount of time provided to correct the problem. Notwithstanding the foregoing, the marina owner or operator or the dockmaster shall have the authority to disconnect the watercraft from shore power immediately if the level of stray current being produced poses a real and immediate threat to personal safety or the rapid corrosion of the watercraft and/or its neighboring watercraft/structures. If the watercraft is unplugged upon discovery of the stray current, every effort will be made to promptly notify the watercraft's owner as to the action taken. The dockmaster, however, shall assume no liability whatsoever for any losses or damage suffered from the denial of shore power to a watercraft producing stray current. If the problem is not corrected in a reasonable amount of time, the dockmaster will have the right to disconnect the watercraft from shore power until corrective action is taken. If the licensee reconnects the watercraft without being fixed, for any other purpose than stray-current testing, the dockmaster may deny use of shore power. Continued reconnection to shore power, if the watercraft's ground fault has not been corrected, may result in the cancellation of the berth license agreement. Shore power cords shall be of the three wire type including a functioning ground wire with insulation types SO, ST or STO and with a wire thickness in accordance with all applicable building and safety codes. Cords that are found to be a significant hazard to personal safety shall be unplugged immediately.

3. It is prohibited and unlawful to carry, store, or transfer either gasoline or diesel onto any dock of any marina facility, except for less than 25 gallons of premixed outboard motor fuel. All other fueling shall be accomplished at a marina service station or other appropriate location.

4. It is prohibited and unlawful for an owner, operator, or person in command of any watercraft to operate or allow such watercraft to be operated within a marina facility at a speed in excess of posted limits, or in any reckless or negligent manner. Watercraft operators and owners shall be responsible for any damage or injury produced by their creation of an excessive wake within a marina facility.

5. It is prohibited and unlawful to tie up, moor, or operate a watercraft in a marina facility area in such a manner as will prevent or obstruct the passage of other watercrafts or voluntarily or carelessly sink any watercraft in any channel, or float loose timbers, logs, or piles in any channel in such a manner as to obstruct, impede, or create a menace to navigation.

6. It is prohibited and unlawful to swim, dive, water-ski, or skin dive within a marina area; provided, however, that a person may dive or skin dive for the purpose of bona fide scientific research, inspection of the marina or a watercraft, maintenance of a watercraft, or making of emergency repairs on any watercraft.

7. Live-aboard watercraft is prohibited and unlawful in a noncommercial marina facility.

8. It is prohibited and unlawful to discharge any human waste whatsoever, or any substance or material deleterious to fish, plant, or bird life from a watercraft except in a lawful manner. Waste of any nature may only be disposed of in accordance with law and it is prohibited and unlawful to dispose of waste in any manner contrary to law or in a manner that could reasonably result in adverse impact to natural resources or the public health, safety, or welfare.

9. It is prohibited and unlawful to allow a person to perform any work on, or provide any service to any licensee or watercraft within a marina for which such person receives a fee, compensation, or any other thing of value, unless such person has first paid the City's local business tax.

10. It is prohibited and unlawful to conduct any activity that endangers any endangered or threatened species or species of special concern or to threaten, harass, or endanger wildlife in a manner inconsistent with the provisions of federal and state law, regulations, or ordinances.

G. *Abandoned, derelict, and hazardous structures.*

1. No abandoned, derelict, or hazardous marina structures shall be allowed upon navigable waters of the City or shores of the City. Marina facility structures that are likely to damage private or public property or become a hazard to navigation shall not be permissible.

2. The owner, homeowners association, or other legal authority responsible for the marina facility shall be responsible for providing maintenance and repairs of the marina facility and associated structures. Structures that are found to be hazardous to the public health safety, and welfare or damaging to environmental resources, are subject to being removed following written notification by the City.

3. Refer to Palm Coast Code section entitled "Abandoned or Derelict Vessels."

4.16.09. *Inspections.*

A. *Right of entry.* Authorized agents, firefighting personnel, law enforcement officers, or employees of the City shall have the right to enter at all reasonable times in or upon any property, whether public or private, for the purpose of inspecting and investigating conditions relating to construction, modification, or operation of a marina facility or existing marina facility. The City shall not enter private property having management in residence without first notifying the management, or the person in charge at the time of the inspection, of their presence and exhibiting proper credentials. Authorized City employees shall observe the rules of the establishment being inspected concerning safety and fire protection. Nothing in this section, however, shall preclude a law enforcement officer from entering the property without notice to investigate suspected criminal activity as might otherwise be allowed under the laws of the State of Florida.

B. *Final inspection.* When a development order for a marina facility is issued in accordance with the requirements of this Code and upon completion of construction activities, the City will complete a final inspection of a marina facility to ensure that it is in compliance with all applicable regulations and construction standards, and is consistent with approved construction plans prior to operation. The following items shall be provided to the City prior to initiating a final inspection:

1. Four copies of as-builts;

2. Auto Cad format as-builts provided on a compact disc;

3. All original testing reports;

4. All federal, state, and other applicable permits or clearance letters; and

5. Certificate of completion from the engineer stating that the marina facility has been constructed per his/her signed and sealed construction plans.

4.16.10. *Exemptions.* The following are exempt from the provisions of Section 4.16:

A. Docks as an accessory use to a single-family home abutting a single-family lot.

B. Marina facilities existing, or which have not been constructed, but have received local governmental approval prior to August 19, 2008 shall be exempt from the provisions of this Code, but shall be subject to all other applicable permit requirements of any and all agencies with jurisdiction. Any modification to marina facilities to increase the existing number of slips will be subject to the provisions of this Code.

4.16.11. *Deviations and variances.*

A. *Deviations.* The Land Use Administrator may issue a deviation of up to five percent of any development standard contained herein if it is determined that the effect of the deviation is minimal or insignificant and meets the variance conditions in Subsection 4.16.11.B below. Any deviation request shall be submitted in writing and approval shall be issued in writing.

B. *Variance.* The Planning and Land Development Regulation Board shall have the power to grant a variance to the provisions of this Code where strict adherence to one or more of the standards would either: 1) result in an undue hardship demonstrated on the basis of an irregular or unusual shoreline configuration; or 2) result in marina facility design or placement which, for unintended or unanticipated reasons, does not meet the general purposes and intent of this Code. Variance requests shall be in accordance with requirements established in Chapter 2 and shall also be evaluated based upon their effects or impacts on:

1. State surface water quality standards;
2. Endangered and threatened species;
3. Navigability within the marina facility or the abutting waterbodies;
4. Abutting properties including, but not limited to, waterfront usability, views, or riparian rights;
5. The public health, safety, and welfare including, but not limited to, boater safety, the provision of fire safety mechanisms, and provision of adequate sanitary sewer facilities; and
6. The variance, if granted, shall not impair the overall purposes and intent of this Code.

(Ord. No. 2009-26, §§ 31—33, 12-15-09)

Sec. 4.17. - Outdoor Oriented Uses and Activities.

4.17.01. *Outdoor storage in SFR, EST, DPX, MHD, and MFR Districts.* Refer to Chapter 44, Article II in the City of Palm Coast Code of Ordinances.

Refer to Section 4.19 for temporary uses, i.e. special events, and seasonal promotions and sales.

4.17.02. *Outdoor storage in COM, OFC, PSP, IND, P&G, and PRS Districts.* Where outdoor storage is a principal permitted use or a regularly recurring accessory use (not including outdoor displays of merchandise) in nonresidential zoning districts the following requirements shall apply:

A. *Screening.*

1. Screening shall be attained through one of the following options:
   a. Landscape material in conjunction with a black vinyl chain link fence at least six feet in height, or more than six feet when used to screen shipping containers.
   b. Opaque fence or wall meeting the requirements outlined in Section 4.01.
   c. Architectural features consistent with all approved structures on site.
   d. An administrative waiver may be granted by the Land Use Administrator upon a finding that a natural buffer or wetland area adequately screens the area.
2. No merchandise, equipment, machinery, materials, motor vehicles, or other items (including shipping container storage areas) shall be stored above the height of the screening.

B. *Shipping container storage.* Temporary storage of shipping containers is allowed if storage is limited to a 90 calendar day period, with containers not to be replaced within 90 calendar days. Temporary areas used for shipping container storage shall be depicted on site plans. Containers shall be located a minimum of 20 feet from all building openings on a durable all weather surface and shall not be located where visible from any surrounding rights-of-way, in any driveways, fire lanes, pedestrian ways, or parking spaces required to meet the minimum standards for the site.

4.17.03. *Outdoor display of merchandise.*

A. *Outside displays.* Outside retail displays (not including seasonal promotions and sales—refer to Subsection 4.19.04) shall be permitted during normal business hours when located on the same lot as an existing retail business that is operating from an approved building provided that:

1. Outside displays are subordinate and accessory to the existing business;
2. Outside displays are conducted only by the owner or tenant leasing a unit on the site;
3. Outside displays are limited to the goods and services normally offered by the owner or tenant leasing a unit;
4. Outside displays are consistent with the zoning of that parcel;
5. Outside displays do not hinder required access to the site or create safety hazards;
6. Outside displays are located adjacent to the building and not located within any portion of the vehicular use area; and
7. The outside display area was depicted on a site plan.

B. *Vending machines.* A maximum of two vending machines per 100 feet of linear building frontage shall be permitted outside of commercial buildings provided they are located under roof, placed flush against a building wall, and do not obstruct pedestrian accessibility.

Sec. 4.18. - Recreational Vehicle Parks.

4.18.01. *Intent.* It is the intent of the City to provide for areas to be developed for the parking of recreational vehicles, travel trailers, motor homes, camping tents, and trailers occupied as a temporary living quarters in an environment that provides for recreational amenities and on-site conveniences. It is further intended that the individual spaces not be marketed or sold for individual ownership, but that the site be retained in a form of single or common ownership.

4.18.02. *Applicability.* The regulations in this section apply to all developments providing for the accommodation of transient recreational vehicles, camping tents, and trailers in zoning districts that allow such uses as permitted, limited, or special exception.

4.18.03. *Limitations.* Recreational parks are intended for temporary accommodations and shall not be developed for permanent residential use or for homesteading purposes. An occupant shall not remain in the same recreational park for a period exceeding six months in any 12-month period. Spaces shall be rented by the day, week, or month only.

4.18.04. *Permitted uses, facilities, and structures.*

A. Parking of recreational vehicles, travel trailers, motor homes, camping tents, cabins, trailers, and residential manufactured buildings pursuant to Florida Statute 553.382.

B. Recreational facilities including, but not limited to, community room or center, fields and courts, playgrounds, docks, swimming pools, boat-launching areas, picnic areas, beaches, amphitheaters, outdoor pavilions, and similar facilities.

C. Shower, restroom, laundry, and maintenance facilities.

D. A central clubhouse, which may include an office, restaurant, fitness center, general store, meeting/event space, and similar uses. These types of uses shall be available to guests but may be opened to the public.

E. Management office and manager or caretaker residence.

F. The only permitted enclosed storage structure and garage facilities are those associated with the park manager or caretaker residence.

G. Free standing screen rooms and/or cabanas may be permitted if such structures are totally independent from the recreational vehicle and shall be constructed in such a manner as not to impede the immediate removal of any recreational vehicle from its designated site.

H. Concrete slabs, decks, and patios may be permitted provided such facilities are detached and structurally independent from the accompanying recreational vehicles and in no way impede the immediate removal of recreational vehicles from the site.

I. An accessory storage area for registered recreational vehicles, boats on trailers, and utility trailers belonging exclusively to park guests, provided this area does not exceed 10 percent of the overall property area. Any such area is subject to screening from public rights-of-way as required by Section 5.04.10.

J. Pet-friendly amenities, including, but not limited to, dog parks, pet wash stations, and pet-friendly designated accommodation areas.

4.18.05. *Development standards.*

A. *Size.*

1. The minimum area for a recreational park shall be three acres.

2. The minimum recreational vehicle space size shall be 30 feet by 60 feet.

3. The minimum tent or camping site size shall be 500 square feet.

4. The minimum cabin or residential manufactured building site size shall be 1,500 square feet.

B. *Setbacks.*

1. All structures shall comply with the minimum building setback requirements of the zoning district upon which the subject property is located, except that no RV, cabin, residential manufactured building, or tent space site shall be located within 30 feet of the project's perimeter.

2. All commercial structures that are accessory to the principal use shall be oriented to the interior of the recreational park.

3. When a recreational vehicle park is adjacent to an existing platted single-family residential subdivision, a minimum perimeter buffer of fifty (50) feet shall be provided between the recreational vehicle park and the adjacent residential subdivision.

C. *Building height.* The maximum building height shall be 35 feet.

D. *Utilities.*

1. Central water and sewer facilities and electricity shall be provided except for primitive campgrounds designed for tents only.

2. Dumpsters for trash and recyclables shall be located no farther than three 300 feet from any individual site.

3. Unless every recreational vehicle site has a sanitary waste outlet, a central pump-out station shall be provided.

E. *Landscaping and buffers.* Landscaping and buffers shall be required as outlined in Chapter 11.

F. *Recreation areas.* There shall be at least one active recreational area comprising at least five percent of the total land area of the project. The recreation area shall be easily accessible to all occupants of the project. Such areas shall be easily accessible to all guests and shall

not include RVs, cabins, residential manufactured buildings, tent sites, street rights-of-way, buffer strips, or storage areas.

G. *Parking.*

1. Parking for individual sites is not required to be paved. However, sufficient space shall be provided at each site to accommodate at least one vehicle.

2. Off-street parking spaces meeting the parking requirements outlined in Chapter 5 shall be provided for all other uses within the recreational vehicle park.

H. *Access.*

1. The recreational vehicle park shall be located on an arterial or collector road. No entrance or exit to a recreational vehicle park shall be allowed through a residential district. Recreational vehicle parks with a combination of 100 or more recreational vehicle spaces, cabin spaces, or residential manufactured buildings shall provide a secondary access.

2. All accessory structures shall only be accessible from a street within the recreational park.

Sec. 4.19. - Temporary Uses.

The temporary uses included in this section are not meant to be all-inclusive or to address every type of use or special event that may occur from time-to-time. Uses and events not specifically included in this section shall be reviewed by the Land Use Administrator to determine if the proposed use or event is temporary and how it should be regulated. Determinations and requirements established by the Land Use Administrator may be appealed to the Planning and Land Development Regulation Board and the City Council in accordance with the appeal procedures established in Chapter 2.

4.19.01. *Construction trailers.* Construction trailers are permitted to provide contractors with a temporary shelter for office use, project management, and on-site storage of equipment in conformity with the following standards:

A. Only one temporary construction trailer per contractor for office use within the construction site is permitted. Additional trailers may be approved on a case-by-case basis as determined by the Land Use Administrator based upon clear evidence of necessity.

B. The placement of the trailer(s) on the site is subject to review and approval by the Land Use Administrator.

C. The trailer(s) shall be removed within three working days following the Land Use Administrator's acceptance of the construction completion.

D. Approved water and wastewater facilities shall be provided.

E. Pedestrian access shall be provided from the parking area to the office.

F. A fence or similar barrier shall be provided to prevent visitors and customers from entering the construction area.

G. Only one identification sign per trailer is permitted. The sign area shall not exceed six square feet.

4.19.02. *Model homes.*

A. *Intent and applicability.* This section is intended to ensure that impacts associated with model homes in residential zoning districts are temporary in nature and reasonably controlled. This section is applicable to model homes located in residential zoning districts and does not apply to model home centers located in commercially zoned areas.

B. *General.* The following are required prior to the issuance of a certificate of occupancy for a residential dwelling to be used as a model home:

1. City water and wastewater facilities shall be operating and accessible to the public.
2. Adequate fire protection shall be in place.
3. A stabilized access road shall be in place.

C. *Duration of use.* A residential dwelling unit may be used as a model for a maximum period of five years from the date the certificate of occupancy is issued. Any residential dwelling unit legally permitted as a model as of the effective date of this ordinance shall be permitted to remain as a model home until January 1, 2016.

Permitted and prohibited activities.

1. A model home may be used for activities typical to an "open house" for sale, including tours by a real estate agent and negotiation or execution of sales contracts for the sale of that builder's homes or products.
2. A model home shall not:
   a. Be used as a primary or secondary office for a homebuilder or real estate agent with regard to conducting business activities outside of those permitted above.
   b. Be used for storage of building materials.
3. The garage of the model home may be used as an office for sales staff if separate off-street parking is provided.
4. The garage must be equipped with a standard garage door, unless dedicated off-site parking is provided, excluding rights-of-ways.
5. If the space for the required garage has been converted to space for purposes other than a garage, the space must be converted back to a residential garage and equipped with a standard garage door prior to the sale and use as a dwelling unit.

D. *Hours of operation.* A model home may be open to the public during the following time periods:

1. *Monday through Saturday:* Between the hours of 9:00 a.m. and 6:00 p.m.
2. *Sunday:* Between the hours of 12:00 noon and 5:00 p.m.
3. *Holidays:* Between the hours of 10:00 a.m. and 5:00 p.m.

E. *Signage.* Refer to Chapter 12 in this Code.

F. *Lighting.* Lighting at the sites of model homes shall be limited to interior and exterior lighting normally associated with single-family residences. Exterior flood lights may not be used.

4.19.03. *Sales trailers and leasing offices.* Temporary sales and leasing offices for residential development are allowed in any residential zoning district. In addition to applicable zoning district regulations, a temporary sales and leasing offices must comply with the following standards:

A. The development plan for the residential development shall indicate the location of the temporary sales and leasing offices.

B. Only one sales trailer shall be allowed for every 200 lots or units.

C. Temporary sales and leasing offices proposing to operate for a period of six months or less shall be skirted and landscaped. In addition, temporary sales and leasing offices remaining for a period greater than six months shall be located on a concrete slab or stem wall and shall be skirted and landscaped. Temporary sales and leasing offices may be used for a

maximum period of two years from the date the certificate of occupancy is issued. The Land Use Administrator may grant a one-year extension.

D. Pedestrian access shall be provided from the parking area to the office.

E. Parking shall be provided on a paved surface and shall be designed to prevent the need to back onto a street right-of-way or pedestrian-way.

F. A fence or similar barrier shall be provided to prevent visitors and customers from entering the construction area.

G. Only one identification sign per office is permitted. The sign area shall not exceed six square feet.

H. Water and wastewater facilities shall be provided.

4.19.04. *Seasonal promotions and sales.*

A. *General requirements.* Seasonal and holiday related promotions and sales including, but not limited to, Christmas tree sales, pumpkin sales, fireworks, etc., may be permitted subject to the following:

1. The use is consistent with the zoning, development, and dimensional standards of that parcel;

2. If a tent, electric, or water is used, a building permit is required;

3. All local business license taxes shall be paid;

4. The use may be permitted for a maximum period of 45 consecutive days;

5. Written, notarized permission from all owners of record of the property, or authorized agent of the owner (must provide proof of being an authorized agent), shall be submitted to the City.

6. A plan shall be submitted illustrating the location of the space for the seasonal sale and depicting, at a minimum, the following:

a. Adequate and safe ingress and egress;

b. On-site parking availability; and

c. Sanitary facilities.

7. The use does not result in the reduction of any existing parking spaces to less than the minimum number of spaces required for the primary use.

B. *Determination of additional seasonal events.* The Land Use Administrator shall determine the types of event, other than those listed herein, that constitute a seasonal holiday related promotion or sale.

4.19.05. *Special events.* Refer to the City of Palm Coast Code of Ordinances.

(Ord. No. 2009-26, § 34, 12-15-09; Ord. No. 2010-13, § 2, 10-5-10)

Sec. 4.20. - Wireless Telecommunications.

4.20.01. *Legislative purposes.*

A. The legislative purposes of this section are to:

1. Promote the health, safety, and general welfare of the public by regulating the siting of wireless communication facilities.

2. Minimize the impacts of wireless communication facilities on surrounding areas by establishing standards for location, structural integrity and land use compatibility.

3. Establish standards for preferred siting, design and screening by requiring consistency with the City's Wireless Master Plan, consistent with the Telecommunications Act of 1996, and Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 ("Spectrum Act").

4. Encourage the use of public lands, buildings, and structures as locations for wireless telecommunications infrastructure thereby establishing more ability to manage selected sites identified in the City's Wireless Master Plan.

5. Encourage coordination and collocation of antennas on existing structures to meet coverage needs and promote the efficient use of existing infrastructure.

6. Accommodate the growing need and demand for wireless communications services in a manner that ensures the placement, construction or modification of wireless communication facilities complies with all applicable state and federal laws.

7. Ensure there is sufficient wireless infrastructure to support public safety communication services throughout the City, including times of evacuation and disaster response.

8. Encourage providers of wireless communication facilities to locate wireless communication facilities in areas where the need is demonstrated and planned for and adverse impacts on the community is minimal.

9. Respond to the rational policies embodied in the Telecommunications Act of 1996 in such a manner as not to unreasonably discriminate between providers of functionally equivalent personal wireless services or to prohibit or have the effect of prohibiting personal wireless services.

10. Ensure that land use decisions are made in consideration of, and in compatibility with, the goals, objectives and policies of the City of Palm Coast Comprehensive Plan and its land development regulations as set forth in the Land Development Code (LDC).

B. It is the intent of this section that all actions of the City be consistent with controlling federal and state law.

C. The City Council of the City of Palm Coast hereby finds and determines that this section is consistent with the goals, objectives and policies of the City of Palm Coast Comprehensive Plan and other controlling law.

4.20.02. *Definitions.*

Ancillary structure means, for the purposes of this section, any form of development associated with a WCF including, but not limited to: foundations, concrete slabs on grade, guy anchors, generators, and transmission cable supports; provided, however, specifically excluding equipment cabinets.

Antenna means any apparatus designed for the transmitting and/or receiving of electromagnetic waves including, but not limited to: telephonic, radio or television communications. Types of elements include, but are not limited to: omni-directional (whip) antennas, sectionerized (panel) antennas, multi or single bay (FM and TV), yagi, or parabolic (dish) antennas.

Antenna array means a single or group of antenna elements and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving electromagnetic waves.

Antenna element means any antenna or antenna array.

Anti-climbing device means a piece or pieces of equipment, which are either attached to an antenna support structure, or which are freestanding and are designed to prevent people from climbing the structure. These devices may include, but are not limited to, fine mesh wrap around structure legs, "squirrel-cones," or other approved devices, but excluding the use of barbed or razor wire.

Attached WCF means an antenna or antenna array that is secured to an existing base station with any accompanying pole or device which attaches it to the building or structure, together with transmission cables, and an equipment cabinet, which may be located either on the roof or inside/outside of the building or structure. An attached WCF is considered to be an accessory use to the existing principal use on a site.

Base Station means a structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined herein, or any equipment associated with a tower. "Base station" includes, without limitation:

1. Equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
2. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including distributed antenna systems ("DAS") and small-cell networks).
3. Any structure other than a tower that, at the time the relevant application is filed with the City under this subsection, supports or houses equipment described in subsections (1) and (2) of this definition that has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing that support.

The term does not include any structure that, at the time the relevant application is filed with the City under this subsection, does not support or house equipment described in subsections (1) and (2) of this definition.

Breakpoint technology means the engineering design of a monopole wherein a specified point on the monopole is designed to have stresses concentrated so that the point is at least five percent more susceptible to failure than any other point along the monopole so that in the event of a structural failure of the monopole, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the monopole.

Collocation means to install, mount, maintain, modify, operate, or replace one or more wireless communication facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not include the installation of a new utility pole or wireless support structure in the public rights-of-way. (F.S. § 337.401 (7)(b)7).

Combined antenna means an antenna or an antenna array designed and utilized to provide services for more than one wireless provider for the same or similar type of services.

Concealed means a tower, base station, ancillary structure, or equipment compound that is not readily identifiable as a wireless communication facility, and is designed to be aesthetically compatible with existing and proposed building(s) and uses on a site or in the neighborhood or area. There are two types of concealed facilities:

1. Concealed base stations may include painted antenna and feed lines to match the color of a building or structure, faux parapets, windows, dormers, or other architectural features that blend with an existing or proposed [building] or structure.
2. Concealed freestanding towers which look like something else that is common in the region such as a church steeple, bell tower, clock tower, light standard, flagpole with a flag that is

proportional in size to the height and girth of the tower, or tree that grows naturally or is commonly found in the area.

Development area means the area occupied by a WCF including, but not limited to, areas inside or under the following: an antenna-support structure's framework, equipment cabinets, ancillary structures and accessways.

Eligible Facilities Request means any request for modification of an existing tower or base station that, in accordance with the definitions contained in FCC regulations codified at 47 C.F.R. § 1.40001, does not substantially change the physical dimensions of the existing support structure and is requesting:

1. Collocation of new transmission equipment;
2. Removal of existing transmission equipment; or
3. Replacement of existing transmission equipment.

Eligible support structure means any tower or base station that is existing at the time the relevant application is filed with the City under this subsection.

Environmentally Sensitive Lands are as provided in Chapter 10 of the Unified Land Development Code - Environmental and Cultural Resource Protection.

Equipment cabinet means any structure above the base flood elevation including, but not limited to, cabinets, shelters, pedestals, and other similar structures. Equipment cabinets are used exclusively to contain radio or other equipment necessary for the transmission or reception of wireless communication signals.

Equipment compound means the fenced area surrounding the ground-based wireless communication facility including, but not limited to, the areas inside or under the following: the tower's framework and ancillary structures such as equipment necessary to operate the antenna on the WCF that is above the base flood elevation including: cabinets, shelters, pedestals, and other similar structures.

Equipment facility means a room, cabinet, shelter, pedestal, build-out of an existing structure, building, or similar structure used to house ancillary equipment for a communication tower or antenna. Each such cabinet, shelter, or building shall be considered a separate equipment facility.

Existing means a constructed tower or base station existing for purposes of this section that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this subsection.

Expedited collocation application means collocation applications, or portions thereof, on towers or base stations, excluding collocations on a historic building, structure, site, object, or district, that meet the criteria set forth in F.S. § 365.172 (13)(a), as amended.

FAA means the Federal Aviation Administration.

FCC means the Federal Communications Commission.

Feed lines means cables used as the interconnecting media between the transmission/receiving base station and the antenna.

Flush-mounted means any antenna or antenna array attached directly to the face of the support structure or building such that no portion of the antenna extends above the height of the support structure or building. Where a maximum flush-mounting distance is given, that distance shall be measured from the outside edge of the support structure or building to the inside edge of the antenna.

Freestanding WCF or *collocations* means those where the antenna or antenna array is located on towers, concealed or nonconcealed, together with the ancillary structures, feed lines, equipment shelters, and other necessary facilities, which may be located either on or in the tower.

Geographic search ring means an area designated by a wireless provider or operator for a new base station, produced in accordance with generally accepted principles of wireless engineering.

Guyed structure (see tower). Guyed structures for new WCFs are prohibited within the City.

Handoff candidate means a wireless communication facility that receives call transference from another wireless facility, usually located in an adjacent first "tier" surrounding the initial wireless facility.

Lattice structure (see Tower). Lattice structures for new WCFs are prohibited within the City.

Least visually obtrusive profile means the design of a wireless communication facility intended to present a visual profile that is the minimum profile necessary for the facility to properly function.

Level I refers to a wireless communication facility permit subject to administrative review and approval by the Land Use Administrator or designee, with no public hearing requirement.

Level II refers to wireless communication facility permit subject to the special exception approval process set forth in Section 2.07 of the Land Development Code, except that the application review and approval timeframes set forth in Section 4.20.10 shall apply. New towers proposed in non-Wireless Master Plan Sites shall require Level II permits. All other installations only require Level I permits.

Micro Wireless Facility (see Section 42-103).

Modification means a modification of an existing tower or base station to increase the height, or to improve its integrity, by replacing or removing one or several tower(s) located in proximity to a proposed new tower in order to encourage compliance with this section or improve aesthetics or functionality of the overall wireless network.

Monopole structure (see Tower).

Non-concealed WCF means a wireless communication facility that is readily identifiable as such and can be either freestanding or attached.

Personal wireless service means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services, as defined in the Telecommunications Act of 1996.

Public safety communications equipment means all communications equipment utilized by a public entity for the purpose of ensuring the safety of the citizens of the City and operating within the frequency range of 700 MHz and 1,000 MHz and any future spectrum allocations at the direction of the FCC.

Public View means a non-amplified visual range of site from rights-of-way, sidewalks, adjacent properties, or other publically accessible vantage points.

Radio frequency (RF) emissions means any electromagnetic radiation or other communications signal emitted from an antenna or antenna-related equipment on the ground, antenna support structure, building, or other vertical projection.

Radio frequency (RF) propagation means wireless telecommunications signal service area as shown on maps.

Satellite Earth Station means a single or group of parabolic (or dish) antennas are mounted to a support device that may be a pole or truss assembly attached to a foundation in the ground, or in some other configuration. A satellite earth station may include, but is not limited to, the associated separate equipment cabinets necessary for the transmission or reception of wireless communications signals with satellites.

Site means for towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower, and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.

Small wireless facility (See Section 42-103).

Substantial Change means a modification that substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

1. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than ten percent or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than ten percent or more than ten feet, whichever is greater. Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act;
2. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
3. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no preexisting ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than ten percent larger in height or overall volume than any other ground cabinets associated with the structure;
4. It entails any excavation or deployment outside the current site;
5. It would defeat the concealment elements of the eligible support structure; or
6. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment; provided, however, that this limitation does not apply to any modification that is noncompliant only in a manner that would not exceed the thresholds identified in subsections (1) through (4) of this definition.

Tower means any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. Towers do not include any device used to attach antennas to an existing building, unless the device extends above the highest point of the building by more than 20 feet. A tower may be concealed or non-concealed. Non-concealed towers include:

1. *Guyed structure* means a style of tower consisting of a single truss assembly composed of sections with bracing incorporated. The sections are attached to each other, and the assembly is attached to a foundation and supported by a series of wires that are connected to anchors placed in the ground or on a building. Guyed structures for new WCFs are prohibited within the City.

2. *Lattice structure* means a self-supporting tapered style of tower that consists of vertical and horizontal supports with multiple legs and cross-bracing, and metal crossed strips or bars to support antennas. Lattice structures for new WCFs are prohibited within the City.

3. *Monopole structure* means a style of freestanding tower consisting of a single shaft usually composed of two or more hollow sections that are in turn attached to a foundation. This type of tower is designed to support itself without the use of guy wires or other stabilization devices. These facilities are mounted to a foundation that rests on or in the ground or on a building's roof. All feed lines shall be installed within the shaft of the structure.

Transmission Equipment means equipment that facilitates transmission for any FCC- licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

WCF (see Wireless Communication Facility).

Wireless communication facility (WCF) means any staffed or unstaffed location for the transmission and/or reception of radio frequency signals, or other personal wireless communications, as defined in the Telecommunications Act of 1996, and usually consisting of an antenna or antenna array, transmission cables, feed lines, equipment cabinets, towers, cabling, antenna brackets, and other such equipment. The following shall be deemed a wireless communication facility: new, replacement, or existing towers, government-owned towers, modified towers, collocation on existing towers or base stations, attached concealed and non-concealed antenna, dual purpose facilities, DAS, small cell, concealed towers, and non-concealed towers, so long as those facilities are used in the provision of personal wireless services as that term is defined in the Telecommunications Act.

Wireless communications means any personal wireless service, which includes but is not limited to, cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), unlicensed spectrum services utilizing devices described in Part 15 of the FCC's regulations (e.g., wireless internet services and paging).

Wireless Master Plan means the Wireless Telecommunications Master Plan developed and adopted by the City, as amended from time to time, to enforce applicable development standards, land development regulations, state law and federal law related to the deployment of wireless telecommunications infrastructure.

4.20.03. *Applicability.*

A. Except as provided in Section 4.20.04, the following shall apply to the development activities including, but not limited to, installation, construction or modification of the following wireless communications facilities:

   1. Existing towers.
   2. Proposed towers.
   3. Public towers.
   4. Replacement of existing towers.
   5. Collocation on towers and base stations.
   6. Attached WCF.
   7. Concealed WCF.

B. These regulations are subject to state and federal law limitations.

4.20.04. *Exempt installations.* The following uses are exempt from the provisions of this section notwithstanding any other provision of the City's land development regulations, but are subject to all applicable building code compliance and building permit reviews:

1. Non-commercial, amateur radio antennas as provided for in F.S. § 125.561 .
2. Satellite earth stations that are one meter (39.37 inches) or less in diameter in all residential districts and two meters or less in all other zoning districts and which are not greater than 20 feet above grade in residential districts and 35 feet above grade in all other zoning districts.
3. A government-owned WCF, upon the declaration of a state of emergency by federal, state, or local government, and a written determination of public necessity by the City; except that such WCF must comply with all federal and state requirements. This exemption shall terminate upon the state of emergency ending.
4. A government-owned WCF erected for the purposes of installing antenna(s) and ancillary equipment necessary to provide communications for public health and safety.
5. A temporary, commercial WCF, upon the declaration of a state of emergency by federal, state or local government, or determination of public necessity by the City, and approval by the City; except that such WCF must comply with all federal and state requirements. The exemption may be permitted by the City to continue to three months after the duration of the state of emergency.
6. A temporary, commercial WCF for the purposes of providing coverage of a special event such as news coverage or sporting event, subject to approved by the City, except that such WCF must comply with all federal and state requirements. Said WCF may be exempt for a period of up to one week after the duration of the special event.
7. Antenna support structures, antennas, and/or antenna arrays for AM/FM/TV/HDTV broadcasting transmission facilities that are licensed by the FCC shall be regulated in accordance with federal, state and other applicable regulations.

4.20.05. *Wireless Master Plan.*

A. The City has adopted a Wireless Master Plan by Resolution of the City Council. The Wireless Master Plan identifies existing or proposed City or publicly owned sites for wireless communication infrastructure and service.

B. Design standards for proposed towers in the Wireless Master Plan shall be consistent with this Ordinance and the Wireless Master Plan but may be further detailed and addressed through the required lease terms for use of any public property.

C. The Wireless Master Plan was adopted by the City Council by Resolution No. [2018-], as may be amended by City Council resolution hereafter. And, by this reference, the Wireless Master Plan is incorporated herein.

D. The Land Use Administrator or designee may waive application requirements in Section 4.20.09 for sites within the Wireless Master Plan. The applicable requirements are listed in Section 4.20.09.

E. If an applicant receives a permit to develop a site on City-owned property, the permit shall not become effective until the applicant and the City have executed a written agreement or lease setting forth the applicable terms and provisions.

F. No permit granted under this section shall convey an exclusive right, privilege, permit, or franchise to occupy or use the publicly owned sites of the jurisdiction for delivery of wireless communications services or any other purpose.

G. No permit granted under this section shall convey any right, title or interest in the public lands, but shall be deemed a permit only to use and occupy the public lands for the limited purposes and term stated in the agreement between the lessor and lessee.

H. Sites located within the Wireless Master Plan may utilize a standard landscape plan, approved by the Land Use Administrator or designee.

I. Sites within the Wireless Master Plan may utilize alternative compliance standards to access a WCF site, if approved by the Land Use Administrator or designee.

4.20.06. *Preferred siting locations.*

A. All new WCFs and any supporting structures, except for those proposed within the public rights-of-way, shall generally adhere to the following siting preferences, in order of preference:

1. City-owned property identified in the Wireless Master Plan;
2. Other public property identified in the Wireless Master Plan;
3. Other City-owned or public property not identified in the Wireless Master Plan;
4. Privately owned property not identified in the Wireless Master Plan.

B. If the proposed location for the new WCF is not consistent with the preferred hierarchy and the Wireless Master Plan, the applicant must file relevant information as indicated in Section 4.20.09 with the siting application including, at minimum, the following:

1. An affidavit by a radio frequency engineer demonstrating that despite diligent efforts to adhere to the geographic preferences established in the wireless master plan, wireless master plan options are not technically feasible, practical or justified given the location of the proposed WCF;
2. An affidavit demonstrating that the proposed site will not adversely affect existing or future single-family uses or environmentally sensitive areas and is not contrary to the City's Comprehensive Plan and Unified Land Development Code; and
3. The existing land uses of the subject and surrounding properties within 300 feet of the proposed site.

C. This section shall not be interpreted to require applicants to locate on publicly-owned sites when lease negotiation processes are prohibitively lengthy or expensive relative to those of the private sector as determined by the Land Use Administrator or designee, based upon competent substantial evidence. The applicant is considered justified in selecting a lower-ranked privately-owned property option if the government entity fails to approve a memorandum of agreement or letter of intent to lease a specified publicly-owned site within 90 days of the application date or if it is demonstrated that the proposed lease rate for the specified public-owned site significantly exceeds the market rate for comparable privately-owned sites.

4.20.07. *Permitted uses.*

A. The placement, maintenance or modification of WCFs shall be permitted only in accordance with the wireless communication permit, and the land development requirements of this Code. The placement or maintenance of wireless communication facilities in the public rights-of-way shall comply with the regulations of Chapter 42 of the Code of Ordinances:

B. Applicable permits. All applications shall meet the review timeframes as shown in Section 4.20.10.

1. Level I wireless communication facility permit. All applicable non-exempt applications to place, maintain, modify, or collocate wireless communications facilities, not subject

to special exception use approval, shall be subject to administrative review and approval by the Land Use Administrator or designee, with no public hearing requirement.

2. Level II wireless communication facility permit. All applicable non-exempt applications to place, maintain, or substantially change wireless communications facilities that do not qualify for an administrative permit shall be subject to the special exception approval process set forth in Section 2.07 of the Land Development Code, except that the application review and approval timeframes set forth in Section 4.20.10 shall apply. New towers proposed in non-master planned sites shall require Level II permits. All other installations only require Level I permits.

3. Communications Rights-of-Way Permit. All non-exempt applications to place, maintain, modify, or collocate wireless communications facilities within the public rights-of-way shall be subject to the review and approval requirements set forth in Chapter 42, Code of Ordinances, and the applicable land development regulations set forth herein. Wireless communication facilities, other than small wireless facilities and micro wireless facilities, are prohibited within the public rights-of-way.

4. Eligible facilities requests. Any request for modification of an existing tower or base station involving collocation of new transmission equipment; removal of transmission equipment; or replacement of transmission equipment that does not substantially change the physical dimensions of such tower or base station shall be reviewed and processed in accordance with the provisions set forth in Section 4.20.12.

C. Expedited collocation applications.

1. Expedited collocation applications for antenna on towers. In accordance with F.S. § 365.172 , collocation of antenna on towers, including nonconforming towers, are subject only to building-permit review, which may include a review for compliance with this section, if the applicants meet the following requirements:

   a. The collocation does not increase the height of the tower to which the antennae are to be attached, measured to the highest point of any part of the tower or any existing antenna attached to the tower; and

   b. The collocation does not increase the ground space area, commonly known as the compound, approved in the site plan for equipment facilities and ancillary facilities, except as allowed under this section; and

   c. The collocation consists of antennas, equipment facilities, and ancillary facilities that are of a design and configuration consistent with all applicable regulations, restrictions, or conditions, if any, applied to the initial antennas placed on the tower and to its accompanying equipment facilities and ancillary facilities and, if applicable, applied to the tower supporting the antennas. Such regulations may include the design and aesthetic requirements but not procedural requirements, other than those authorized by this subsection, of the applicable land development code in effect at the time the initial antenna's placement was approved.

   Such collocations shall not be subject to the design or placement requirements of the land development code in effect at the time of the collocation that are more restrictive than those in effect at the time of the initial antenna placement approval, to any other portion of the land development code, or to public hearing review. Such collocation applications shall be decided by the Land Use Administrator or designee.

2. Expedited collocation applications for antenna on base stations. In accordance with F.S. § 365.172 , except for an historic building, structure, site, object, or district, the following collocation applications on all other existing base stations shall be subject to no more

than administrative review for compliance with this section and building permit standards if they meet the following requirements:

a. The collocation does not increase the height;

b. The collocation does not increase the existing ground space area, otherwise known as the compound, if any, approved in the site plan for the equipment facility and ancillary facilities.

c. The collocation consists of antennas, equipment facility and ancillary facilities that are of a design and configuration consistent with any applicable structural or aesthetic design requirements and any requirements for location on the structure in effect at the time of approval of the structure, but not prohibitions or restrictions on the placement of additional collocations on the existing structure or procedural requirements, other than those authorized by this subsection at the time of the collocation application; and

d. The collocation consists of antennas, equipment facility and ancillary facilities that are of a design and configuration consistent with all applicable restrictions or conditions, if any, that do not conflict with subsection (c), and were applied to the initial antennas placed on the structure and to its accompanying equipment facility and ancillary facilities and, if applicable, applied to the structure supporting the antennas.

3. If only a portion of the collocation does not meet the requirements of any of the above subsections, such as an increase in the height or a proposal to expand the ground space approved in the site plan for the equipment facility by more than 400 square feet or 50 percent, where all other portions of the collocation meet the requirements of this subsection, that portion of the collocation only may be reviewed as set forth in subsection (6) below. A collocation proposal under this subsection that increases the ground space area approved in the original site plan, for equipment facilities and ancillary facilities, by no more than a cumulative amount of 400 square feet or 50 percent of the original compound size, whichever is greater, shall require no more than administrative review for compliance with the City's regulations; including, but not limited to, land development code and building permit review; provided, however, that any collocation proposal that increases the original compound size more than such greater cumulative amount shall be reviewed as if it were a new communications facility.

4. Any existing tower, including a nonconforming tower, may be structurally modified to permit collocation, or may be replaced through no more than administrative review and building permit review, and is not subject to public hearing review, if the overall height of the tower is not increased and, if the replacement tower is a monopole tower, or if the pre-existing tower is a stealth tower, the replacement tower is a similar stealth tower.

5. The owner of the existing tower on which the proposed antennas are to be collocated shall remain responsible for compliance with any applicable condition or requirement of a permit or agreement, or any applicable condition or requirement of the land development code to which the pre-existing tower must comply, including any aesthetic requirements, provided the condition or requirement is consistent with this subsection.

6. Collocations or portions of collocations that are not exempt from this section and do not fall under the provisions of subsections 4.20.07.C(1) through (4), shall be reviewed through a full permitted use review. Those located on historic structures or in historic districts, shall be reviewed through the review processes for historic structures or districts indicated in the LDC.

4.20.08. *Development standards.*

A. *General:*

1. All development standards and land development code regulations relating to the property upon which the WCF is located shall apply. Additionally, where permitted as provided in Section 4.20.07, the following development standards apply to all attached collocations and all new, modified, or combined WCF installations. Where any environmentally sensitive lands, historic or scenic overlay districts or corridor plans also apply, the most restrictive standards shall govern.
2. Cabinets shall be provided within the principal building, behind a screen on a rooftop or on the ground within the fenced-in and screened equipment compound. This is not required if out of the public view.
3. All equipment compounds shall be enclosed with a wood/brick/masonry fence or otherwise secured and screened with opaque landscaping. Fencing shall be subject to the requirements as outlined in the LDC.
4. WCF equipment compounds shall be landscaped as required in Chapter 11 of the LDC. Wireless Master Plan sites may utilize a standard alternative landscape plan approved by the Land Use Administrator or designee.
5. Attaching commercial messages for off-site and on-site advertising to a WCF is prohibited and unlawful. The placement of a religious symbol as part of the concealment of a WCF shall not be considered prohibited commercial messages or signage. The only signage that is permitted upon a tower, equipment cabinet, or fence shall be informational, and for the purpose of identifying the tower (such as ASR registration number), as well as the party responsible for the operation and maintenance of the facility, its current address and telephone number, security or safety signs, and property manager signs (if applicable). On permitted signs which are not located on a tower, cabinet or fence, a WCF may be concealed inside such signage, provided that all applicable standards for both the signage and the concealed WCF are met.
6. Lighting on WCFs, if required by the FAA, shall not exceed the FAA minimum standards. Any lighting required by the FAA must be of the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable by the FAA to minimize the potential attraction to migratory birds. Dual lighting standards are required and strobe light standards are prohibited unless required by the FAA. The lights shall be oriented so as not to project directly onto surrounding residential property, consistent with FAA requirements. Any security lighting for on-ground facilities and equipment shall be in compliance with the LDC.
7. Each WCF and its equipment compounds shall be constructed and maintained in conformance with all applicable building code requirements.
8. Equipment compounds shall not be used for the storage of any excess equipment or hazardous waste (e.g., discarded batteries). It is prohibited and unlawful to allow an outdoor storage yard in a WCF equipment compound or to use the equipment compound as habitable space.
9. The WCF shall comply with all applicable federal, state and local regulations.
10. The WCF applicant shall comply with all applicable American National Standards Institute (ANSI) standards as adopted by the FCC.
11. Each WCF shall be designed to ensure that no sound emissions from machinery, alarms, bells, buzzers, or similar noise making devised are audible beyond the perimeter of the equipment compound and shall comply with the City of Palm Coast Code of Ordinances. Emergency backup power generators are allowed to operate in short term maintenance durations, and during power outages.

12. Building permits. A building permit shall be required for the construction, modification, and collocation of all WCFs, including any accessory structures or equipment, as provided in Section 4.20.07 above. A compliance letter from the State Historic Preservation Office of Cultural and Historic Programs of the Florida Department of State is a condition of receiving a building permit.

13. The WCF and its equipment compound shall be subject to the setbacks of the underlying zoning district. Antennas may extend a maximum of 30 inches into the setback. However, no antenna or portion of any structure shall extend into any easement.

B. *Attached WCFs:*

1. Attached WCFs may be permitted in all zoning districts. The top of the attached WCF shall not be more than 20 feet above the existing or proposed building or structure.

2. Feed lines and antennas shall be designed to architecturally match the facade, roof, wall, or structure on which they are affixed in order to blend with the existing structural design, color, and texture and in order to provide the least visually obtrusive profile.

C. *Freestanding WCFs:*

1. All new freestanding WCFs shall meet minimum lot size standards of the underlying zoning district and are subject to the LDC.

2. New freestanding towers shall be configured and located in a manner that shall minimize adverse effects including, but not limited to, visual impacts on the landscape and adjacent properties. New freestanding WCFs shall be designed to match adjacent structures and landscapes with specific design considerations such as architectural design, height, scale, color and texture, and shall have the least visually obtrusive profile.

3. Grading shall be minimized and limited only to the area necessary for the new WCF as approved by the Land Use Administrator or designee.

4. All support structures shall be certified to comply with the safety standards contained in the Electronics Industries Association/Telecommunications Industries Association (EIA/TIA) Document 222-F, Structural Standards For Steel Antenna Towers and Supporting Structures, as amended, by a Florida professional engineer.

5. Freestanding towers may only be permitted as monopole towers. Guyed and lattice structures are prohibited, unless the applicant demonstrates to the City by clear and convincing evidence that monopole towers are not feasible to accommodate the intended uses. Freestanding monopoles are prohibited from single-family or multi-family residential districts unless the applicant can conclusively demonstrate to the satisfaction of the City that it cannot reasonably provide its service to the residential zone from outside of the district. The City shall cooperate to determine an appropriate location for the freestanding tower of an appropriate design within the residential district. The applicant shall reimburse the City for all reasonable costs incurred by the City for this cooperative determination.

6. The height of a new monopole tower shall not exceed the heights provided in the table below:

Freestanding Non-Wireless Master Plan Sites	
Zone	**Maximum Height WCF**

Single family Residential	Not permitted unless applicant can conclusively demonstrate to the satisfaction of the City that it cannot reasonably provide its service to the residential zone from outside of the district.
Multifamily Residential	Not permitted unless applicant can conclusively demonstrate to the satisfaction of the City that it cannot reasonably provide its service to the residential zone from outside of the district.
MPD	As determined by the MPD ordinance, unless within a Wireless Master Plan
All other districts	Up to 150 feet.
Wireless Master Plan Sites	
All districts	Up to 150 feet.

7. In calculating the height limit, above ground foundation shall be included, but lightning rods or lights required by the FAA that do not provide any support for antennas shall be excluded. If the freestanding WCF is located within the Wireless Master Plan, the maximum height may be up to 150 feet.
8. A freestanding monopole and its equipment compound shall be subject to the land development code regulations applicable to the underlying zoning district. The minimum setback distance for a freestanding tower shall be 150 feet from any residentially zoned or platted property. Freestanding monopoles are not allowed in residentially zoned or platted property. In the event of any conflict between this section and the Land Development Code, this section shall control.
9. New towers shall maintain a galvanized gray finish or other approved contextual or compatible color and provide the least visually obtrusive profile, except as required by Federal regulations. The level of required concealment for antenna placement shall be determined based upon the visibility and location of the proposed tower and the network objectives of the desired coverage area.
10. All new or modified freestanding WCFs shall be engineered to maximize collocation.

D. *Attached Collocation or Combined WCFs:*

1. An attached collocation or combined WCF shall not increase the height of an existing tower or base station by more than 20 feet, unless required by Federal law. The maximum total height shall be 150 feet.
2. The City may require new antenna to be flush-mounted or concealed on a case by case basis, if it is determined that a practical visual and aesthetic benefit can be achieved if in the public view. If the applicant demonstrates through RF propagation analysis that flush-mounted or concealed antennas will not meet the network objectives of the

desired coverage area, this requirement shall not apply. This provision does not apply to Wireless Master Plan Sites.

4.20.09. *Submittal requirements for Level I and Level II permits.*

A. *Application form.* Requests for Level I and Level II wireless communication permits shall be made only on application forms approved by the City. Applications shall contain all information required by this land development code and other City regulations, and shall be reviewed for completeness.

B. *Application materials.* In addition to the application materials specified in this code for the appropriate type of review, all applications shall provide sufficient materials (plans, graphics, narratives, or expert statements) to demonstrate compliance with all applicable requirements of this section.

1. Level I and Level II applications shall contain the following:

a. Application.

b. A site plan addressing the development standards of the LDC. If applicable, an application meeting the special exception requirements of Section 2.07 of the LDC shall be submitted.

c. An affidavit by a RF engineer demonstrating compliance with Section 4.20.05. If a non-master plan site is proposed, the affidavit must address why master plan sites are not technically feasible, practical or justified given the location of the proposed WCF communications facility.

d. FCC documentation including a copy of FCC license submittal or registration, and FCC license or registration.

e. Proposed maximum height of the WCF including, but not limited to, individual measurement of the base, the tower or base station, and lightning rod.

f. Photo-simulated post-construction renderings of the completed proposed tower, base station, equipment cabinets, and ancillary structures from locations to be determined during a mandatory pre-application conference. The renderings shall include proposed exterior paint and stain samples for any items to be painted or stained, exterior building material and roof samples. The applicant shall provide simulated photographic evidence of the proposed WCFs appearance from a maximum of four vantage points chosen by the City with consultation with the applicant.

g. If the proposed WCF is subject to FAA regulation, then, prior to issuance of a building permit, evidence of compliance with applicable FAA requirements under 14 C.F.R. § 77 et seq., as amended, together with any FAA "no hazard" determinations concerning the WCF (if applicable) shall be timely provided by the applicant to the City.

h. In order to facilitate the regulation, placement, and construction of WCFs and to ensure that all parties comply with the rules, regulations and applicable guidelines of the FCC, each owner of a WCF or applicant for a WCF shall provide an affirmative statement that it will comply with all applicable federal, state and local statutory and regulatory requirements.

i. For applications for new towers or other freestanding WCFs, as necessary to determine that there is no other existing structure that could reasonably be used for the placement of the proposed antennas, or for applications for new WCFs or attached collocations that increase the height of an existing structure, as needed to determine if the proposed height is necessary to provide the carrier's designed

service, materials detailing the locations of existing WCFs to which the proposed antenna will be candidate for placement, including, but not limited to, latitude and longitude of the proposed and existing antenna. This material is not required for Wireless Master Plan sites.

j. For applications for new towers or other freestanding WCFs, as necessary to determine that there is no other existing structure that could reasonably be used for the placement of the proposed antennas, a map showing the designated search ring. This map is not required for Wireless Master Plan sites.

k. With regard to attached collocations, attached and combined WCFs, the applicant shall also submit:

   i. Certification furnished by a Florida registered professional engineer that the WCF has sufficient structural integrity to support the proposed antenna and feed lines in addition to all other equipment located or mounted on the structure.

l. With regard to freestanding concealed or non-concealed WCFs, and modification of WCFs, for non-Wireless Master Plan sites only, the applicant shall also submit:

   i. A report and supporting technical data demonstrating that all antenna attachments and collocations, including all potentially useable utility distribution poles or transmission towers and other elevated structures within the proposed geographic search ring, and alternative antenna configurations have been examined, and found unacceptable. The report shall include reasons that existing facilities such as utility distribution poles and transmission towers and other elevated structures are not acceptable alternatives to a new freestanding WCF. The report regarding the adequacy of alternative existing WCFs or the mitigation of existing WCFs to meet the applicant's need or the needs of service providers indicating that no existing WCF could accommodate the applicant's proposed WCF shall demonstrate any of the following:

      a. No existing WCFs located within the geographic search ring meet the applicant's engineering requirements, and why.

      b. Existing WCFs are not of sufficient height to reasonably meet the applicant's engineering requirements, and cannot be increased in height.

      c. Existing WCFs do not have sufficient structural integrity to support the applicant's proposed WCFs and related equipment, and the existing WCF cannot be sufficiently improved.

      d. Other limiting factors that render existing WCFs unsuitable.

   ii. The applicant shall provide simulated photographic evidence of the proposed WCFs appearance from four vantage points chosen by the City with consultation with the applicant, including the facility types the applicant has considered and the impact on adjacent properties including, but not limited to:

      a. Overall height.

      b. Configuration.

      c. Physical location.

      d. Mass and scale.

      e. Materials and color.

f. Illumination.

g. Architectural design.

This does not apply to Wireless Master Plan sites.

iii. If applicable, the applicant shall provide a statement as to the potential visual and aesthetic impacts of the proposed WCF on all adjacent properties assigned a residential land use designation or zoning district. This does not apply to Wireless Master Plan sites.

iv. A certification by a Florida professional engineer that the WCF has sufficient structural integrity to accommodate the required and a proposed number of collocations.

v. A certification by a Florida professional engineer specifying the design structural failure modes of the proposed WCF, if applicable.

vi. Identification of the proposed intended service providers of the WCF.

m. With regard to antenna element replacements.

i. Any repair or replacement of an existing antenna or antenna array with another of equal number that does not increase the number and/or size of transmission lines, and that is not readily discernibly different in size, type and appearance when viewed from ground level from surrounding properties, as reasonably determined by the City, and which will not alter the structural integrity of the support structure, is exempt from further review, provided that a notarized certification is submitted by a qualified technician stating that the replacement will not alter the structural integrity of the support structure and that any changes will not affect electrical specifications.

ii. For any repair or replacement of an existing antenna or antenna array on a WCF that changes the mechanical, structural or electrical specifications of the WCF, but does not increase the number and/or size of feed lines and does not increase the number and/or size of antenna elements to the existing WCF, the applicant must, prior to making such modifications, apply for a new building permit review for such requested changes, and, for structural changes to freestanding WCFs, shall provide, in addition to any other documentation necessary for building permit review, a stamped or sealed structural analysis of the existing freestanding WCF prepared by a Florida professional engineer indicating that the existing tower or base station as well as all existing and proposed appurtenances meets the City and Florida Building Code requirements (including, but not limited to, wind loading) for the tower or base station.

n. With regard to the replacement of or modification to an existing WCF, except a tower. The replacement of or modification to a WCF, except a tower, that results in a WCF facility not readily discernibly different in size, type and appearance, when viewed from ground level from surrounding properties, and the replacement or modification of equipment that is not visible from surrounding properties, all as reasonably determined by the Land Use Administrator, are subject only to building permit review.

2. Level II applications.

a. A completed special exception approval application, and all items required pursuant to Section 2.07, including compliance with all applicable special exception requirements.

C. *Disclosure of ownership.* A notarized affidavit from all owners having a legal, equitable, or beneficial ownership interest in the tower or base station, or privately owned real property upon which a facility is or will be located or collocated, granting permission to the applicant to locate upon such real property, or attach to the tower or base station being collocated upon or attached to.

D. *Submission of fee.* All applications must be accompanied by the permit fee as established by resolution of the City Council.

4.20.10. *Application Review Process.*

A. *A pre-application conference is required.* To minimize issues related to permit application, prior to submitting materials for a permit application, an applicant must request a pre-submittal meeting with the Land Use Administrator or designee. The City shall undertake efforts to accommodate an applicant's request for a pre-application conference within ten business days of a request.

B. *Expert review.* The City may require that all wireless communications permit applications be reviewed by a third-party consultant or expert at the expense of the applicant for compliance with the requirements set forth herein. No permit shall be issued to any applicant that has not fully reimbursed the City for the third-party review fees, which shall be limited to the specifically identified reasonable expenses incurred in the review.

C. *Application Review Timeframes: "shot clock".* The City's action on proposals to place, maintain, modify, or collocate wireless communications facilities shall be subject to the applicable standards and timeframes set out in F.S. § 365.172 , 47 U.S.C. § 1455 (a) and Orders issued by the FCC, as same may be amended from time to time. All Federal and State "shot clock" timeframe guidelines that apply to any particular permit are hereby recognized by the City, and the City will make all reasonable efforts to comply. Except for eligible facilities request applications reviewed in accordance with Section 4.20.12, the following procedures apply to installation of a new WCF or modification:

1. Notification of completeness. The Land Use Administrator or designee shall notify the applicant within 20 business days after the date the application is submitted as to whether the application is, for administrative purposes only, properly completed and has been properly submitted in accordance with the requirements set forth above. However, such determination shall not be deemed as an approval of the application. Such notification shall indicate with specificity any deficiencies which, if cured, could make the application properly completed.

2. Expedited collocation applications. The City shall grant or deny each properly completed expedited collocation application for collocation based on the application's compliance with this section, applicable provisions of the City Code and any other applicable regulations, and within the normal timeframe for a similar building permit review, but in no case later than 45 business days after the date the application is determined to be properly completed. This timeframe shall not apply to lease negotiations for collocation on City-owned property.

3. All other applications. The City shall grant or deny each properly completed application for any other non-exempt WCF, including special exception approvals and collocations that do not qualify for an expedited collocation, based on the application's compliance with this section and any other applicable law, including but not limited to the City Code, and within the normal timeframe for a similar type of review, but in no case later than 90 business days after the date the City determines the application is completed. This timeframe shall not apply to lease negotiations for wireless communications facilities on City-owned property. Collocations located on historic base stations, or within a historic district, shall be reviewed through the review processes for historic structures or districts indicated in the LDC.

4. An application is deemed submitted or resubmitted on the date the application is received by the City. If the City does not notify the applicant in writing that the application is not completed in compliance with the City's regulations within 20 business days after the date the application is initially submitted or additional information resubmitted, the application is deemed, for administrative purposes only, to be properly completed and properly submitted. However, the determination shall not be deemed as an approval of the application. If the application is not completed in compliance with the City's regulations, the City shall so notify the applicant in writing indicating with specificity any deficiencies in the required documents or deficiencies in the content of the required documents which, if cured, would make the application properly completed. Upon resubmission of information to cure the stated deficiencies, the City shall notify the applicant, in writing, within the normal timeframes of review, but in no case longer than 20 business days after the additional information is submitted, of any remaining deficiencies that must be cured. However, if applicant does not cure the application deficiencies within 20 business days after receiving the notice of deficiencies, the application shall be considered withdrawn or closed unless an extension, due to reasonable circumstances, of the time to cure is requested by the applicant prior to the expiration of the 20-day period, and such extension is granted by the Land Use Administrator or designee.

5. The timeframes specified above may be extended, but in no case longer than 90 calendar days for collocations, and 150 calendar days for new installations, and only to the extent that the application has not been granted or denied because the City's procedures generally applicable to all other similar types of applications require action by the City Council or Planning and Land Development Regulation Board, and such action has not taken place within the specified timeframes. Under such circumstances, the City Council or Planning and Land Development Regulation Board, as applicable, shall either grant or deny the application at its next regularly scheduled meeting, or, otherwise, the application shall be deemed automatically approved; accordingly, the Land Use Administrator or designee may by letter to the applicant extend the timeframe for a decision until the next available scheduled meeting date of the City Council or Planning and Land Development Regulation Board as to whether to grant or deny an application for a permit. To be effective, a waiver of the timeframes set forth herein must be voluntarily agreed to by the applicant and the City. The City may request, but not require, a waiver of the timeframes by the applicant, except that, with respect to a specific application, the City may require a one-time waiver in the case of a declared local, state, or federal emergency that directly affects the administration of all permitting activities of the City. Notwithstanding the foregoing, the City and an applicant may voluntarily agree to waive the timeframes set forth above.

D. *Appeals.* Any person aggrieved by an administrative decision rendered by the Land Use Administrator regarding the provisions of this Section 4.20 may appeal such decision to the Planning and Land Development Regulation Board in accordance Section 2.16.01 of the LDC.

4.20.11. *Interference with public safety communications.*

A. The City adopts a policy of requesting prior notification of activation or modification of WCF facilities as provided for in 47 C.F.R. § 22.973 and 47 C.F.R. § 90.675 and in accordance with those provisions, WCF providers shall notify the Land Use Administrator or designee prior to a new site activation or existing site modification and provide the information required by the federal regulations.

B. Whenever the City has encountered radio frequency interference with its public safety communications equipment, and it believes that such interference has been or is being caused by one or more WCFs, the following steps shall be taken:

1. The City shall provide notification to all WCF service providers operating within 5,000 feet of the public safety communications equipment at issue, in accordance with the procedures indicated in 47 C.F.R. § 22.972 and 47 C.F.R. § 90.674, using the website www.Publicsafety800mhzinterference.com. Upon such notification, the owners shall use their best efforts to cooperate and coordinate with the City and among themselves to investigate and mitigate the interference, if any, utilizing the procedures set forth in 47 C.F.R. § 22.972 and 47 C.F.R. § 90.674 and following the applicable FCC adopted Best Practices Guide, as may be amended or revised by the FCC from time-to-time.

2. If any WCF owner fails to cooperate with the City in complying with the owner's obligations under this section and if the FCC makes a determination of radio frequency interference with the City public safety communications equipment, an owner who fails to cooperate and/or the owner of the WCF which caused the interference, shall be responsible, upon FCC determination of radio frequency interference, for reimbursing the City for all reasonable costs associated with ascertaining and resolving the interference including, but not limited to, any engineering studies obtained by the City to determine the source of the interference. For the purposes of this subsection, failure to cooperate shall include failure to initiate any response or action as described in 47 C.F.R. § 22.972 and 47 C.F.R. § 90.674.

4.20.12. *Eligible Facilities Requests.*

A. *Applicability and Intent.* This section implements Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 ("Spectrum Act") as interpreted by the Federal Communications Commission's ("FCC") Acceleration of Broadband Deployment Report and Order dated October 21, 2014, which requires local governments to approve any eligible facilities request for modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station. This section shall apply only to eligible facilities requests for an eligible support structure that is a legal conforming or legal nonconforming structure at the time a completed eligible facilities request is submitted to the City. To the extent that the nonconforming structures and use provisions of the City of Palm Coast LDCs would operate to prohibit or condition approval of an eligible facilities request otherwise allowed under this section, such provisions are superseded by this section. This subsection shall not apply to an eligible facilities request replacement of the existing tower or base station. This subsection shall also not apply where the WCF requested to be modified is located upon a City-owned structure, or upon non-right-of-way property which is either City-owned or City-leased.

B. *Sole and Exclusive Procedure.* Except as may otherwise be provided in this section, and notwithstanding any other provisions in the City Code, the provisions of this section shall be the sole and exclusive procedure for review and approval of an eligible facilities request which the applicant asserts is subject to review under the Spectrum Act. To the extent that other provisions of the City Code establish a parallel process for review and approval of a project application for a proposed eligible facilities request, the provisions of this section shall control. In the event that an application for a project approval includes a proposal to modify an eligible support structure, and the applicant does not assert in the application that the proposal is subject to review under Section 6409 of the Spectrum Act, such proposal shall not be entitled to review under this section and may be subject to review under other applicable provisions of the City Code.

C. *Application Requirements.* No eligible facilities request shall be deemed complete unless it is in writing, accompanied by the application fee, includes the required submittals, and is attested to by the authorized person submitting the application on behalf of the applicant. The application shall be submitted on a form prepared by the City. The applicant shall be obligated to demonstrate conclusively that the proposed modification satisfies the standards set forth herein and that the modification shall meet all applicable building codes.

D. *Review of Application.* The City shall review an eligible facilities request application to determine if the proposed modification is subject to this section, and if so, if the proposed modification will result in a substantial change to the physical dimensions of an eligible support structure.

E. *Timeframe for Review.* Within 45 calendar days of the date on which an applicant submits a request seeking approval under this subsection, the City shall approve, and may not deny, an eligible facilities request, unless it determines that the application is not covered by this section or proposes a substantial change to the physical dimensions of the eligible support structure.

F. *Tolling of Timeframe for Review.* The 45-day period begins to run when the application is filed with the Land Use Administrator or designee in person during the City's regular business hours, and may be tolled only by mutual agreement, or in cases where the City determines that the application is incomplete.

1. To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 calendar days of receipt of the application, clearly and specifically delineating all missing documents or information.

2. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.

3. Following a supplemental submission, the City shall have ten calendar days to notify the applicant that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the same procedure used for the first notice of incompleteness. Except as may be otherwise agreed to by the applicant and the City, second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

4. Notices of incompleteness from the City shall be deemed received by the applicant upon the earlier of personal service upon the applicant, three days from deposit of the notice in the U.S. Mail, postage prepaid, to the applicant, or by electronic mail if the applicant has agreed to receive notices in such a manner.

5. If after submittal of the application the applicant modifies the eligible facilities request, the modified application shall be considered a new application subject to commencement of a new application review period.

G. *Approval or Denial.* An eligible facilities request shall be approved, and an eligible facilities permit issued, upon determination by the City that the proposed modification is subject to this section and that it does not substantially change the physical dimensions of an eligible support structure. An eligible facilities request shall be denied upon determination by the City that the proposed modification is not subject to this section or will substantially change the physical dimensions of an eligible support structure.

H. *Denial.* A denial of an eligible facilities request shall be in writing and shall set forth the reasons for the denial.

I. *Remedies.* Applicant and City retain any and all remedies that are available at law or in equity and any action challenging a denial of an application or notice of a deemed approved remedy, may be brought in a court of competent jurisdiction within 30 days following the date of the denial or following the date of notification of the deemed approved remedy.

J. *Applicable Code Requirements.* Nothing in this section shall relieve the applicant from compliance with applicable building, structural, electrical, and safety codes and with other laws codifying objective standards reasonably related to health and safety. Any approved

eligible facilities request may be conditioned upon compliance with such codes and other laws.

K. *Expiration of Approval.* An approved eligible facilities request shall be valid for a term of 180 days from the date of approval or the date the application is deemed approved.

L. *Not Covered as an Eligible Facilities Request.* Should the City determine that an applicant's request is not covered by Section 6409(a) of the Spectrum Act, the presumptively reasonable timeframe under 47 U.S.C. § 332(c)(7), as prescribed by the FCC's Shot Clock order, will begin to run from the issuance of the City's decision that the application is not a covered request. To the extent such information is necessary, the City may request additional information from the applicant to evaluate the application under 47 U.S.C. § 332(c)(7), pursuant to the limitations applicable to other reviews under that statute.

M. *Failure to Act.* In the event the City fails to approve or deny a request under this section within the timeframe for review, accounting for any tolling, the request shall be deemed granted. The application deemed granted does not become effective until the applicant notifies the City in writing after the review period has expired, accounting for any tolling, that the application has been deemed granted.

4.20.13. *Abandonment.*WCFs and equipment compounds shall be removed, at the owner's expense, within 180 days of cessation of use, unless the abandonment is associated with a replacement antenna structure as provided in Section 4.20.09, in which case the removal shall occur within 180 days of cessation of use. An owner may apply to extend the time for removal or reactivation by submitting an application stating the reason for such extension. The City may extend the time for removal or reactivation up to 90 days upon a showing of good cause. If the WCF or antenna is not removed in accordance with the requirements of this section, the City may give notice that it will contract for removal within 60 days following written notice to the owner. Thereafter, the City may cause removal of the WCF and equipment compound with all costs being borne by the owner. The City may record a lien against the property in the amount of all costs and expenses of the City. Upon removal of the WCF, the equipment compound and the foundations, including two feet below ground level, the development area shall be returned to its natural state and topography and vegetated consistent with the natural surroundings or consistent with the current use of the land at the time of removal. The cost of rehabilitation shall be borne by the owner. Except as provided herein, the abandonment of WCFs within public rights-of-way shall be managed in accordance with the procedures set forth in Section 42-123, City Code of Ordinances. Any special exception approval for a WCF shall automatically expire 180 days from the date of abandonment without reactivation, or upon completion of dismantling and removal, whichever is first, or pursuant to the notice required by Section 42-123 of the City Code of Ordinances.

4.20.14. *Code enforcement.*

A. The City may enforce the provisions of this section in accordance with the provisions of applicable state law and pursue any and all available legal remedies.

B. The City shall engage in a program of periodic inspections to ensure continuing adherence to the standards of this section and to ensure that WCFs are being appropriately maintained.

4.20.15. *Compliance with state and federal regulations; preemption.* In implementing this section and the provisions set forth herein, the City shall comply with applicable state and federal regulations, and the provisions of this section shall be given force to the maximum amount and greatest extent permissible under state and federal law. Except as authorized pursuant to state and federal law, in the event of any conflict between the terms of this section and state or federal law, state and federal law shall control. In the event any provision of this section is specifically preempted, or judicially determined to be preempted by state or federal law, then the preempted provision shall automatically be deemed null and void and the superseding provision of state or federal law shall prevail.

(Ord. No. 2018-02 , § 5(Att. A), 2-6-18; Ord. No. 2020-11 , §§ 2, 3, 10-6-20)

Editor's note— Ord. No. 2018-02 , § 5(Att. A), adopted Feb. 6, 2018, changed the title of § 4.20 from "Wireless Communications Facilities" to read as herein set out.

Sec. 4.21. - Electronic Game Promotions.

4.21.01. *Purpose and intent.* In the interest of the public health, peace, safety, and general welfare of the citizens and inhabitants of the City of Palm Coast, this section is established to regulate the use of electronic means to effect giveaways through drawings by chance conducted in connection with the sale of a consumer product or service, sweepstakes, and game promotions.

4.21.02. *Separation requirements.* Establishments conducting electronic game promotions with electronic equipment on site shall not operate within 1,000 feet of a church, public park, or school, unless such establishment was in operation prior to the church, park, or school locating nearby. Distances shall be measured from property line to property line without regard to the route of travel. This subsection does not apply to de minimis activity establishments.

4.21.03. *Compliance with city and state law.* Electronic game promotions and de minimis activity establishments shall comply with Chapter 16, Article IX, in the City of Palm Coast Code of Ordinances and F.S. 166 .

(Ord. No. 2012-3, § 3, 5-1-12)

Sec. 4.22. – Mobile Food Dispensing Vehicles and Temporary Commercial Kitchens.

4.22.01. *Purpose and Intent.* The purpose of this section is to establish operational and zoning standards for Mobile Food Dispensing Vehicles and Temporary Commercial Kitchens (MFDV) in the City in effort to be compliant with Section 509.102, Florida Statutes. The standards within this section shall apply to MFDVs in the City of Palm Coast, with the following exceptions:

A. MFDVs associated with a special event in accordance with Chapter 28, Article II - Special Events of the City's Code of Ordinances.

B. MFDVs associated with catered private events on private land where no food product, sale, or service is made available to the general public.

4.22.02. *Zoning Applicability.* MFDVs shall be permissible as depicted under LDC Section 3.03 Table 3-4. MFDVs shall be prohibited in any other zoning district. MFDV parks as a principal use shall be permitted in COM-2, COM-3, IND-1, and MPDs as determined by their Development Agreements. MFDVs as an accessory use to sites with an existing principal use shall be permitted in COM-1, COM-2, COM-3, IND-1, PSP, P&G, and MPDs as determined by their Development Agreements. The utilization of an MFDV shall be considered a customary ancillary use of sites developed as a park, performing arts center, or athletic complex within the City.

4.22.03. *Site Plan Approval.* Proposed MFDV sites developed as a principal use shall require the approval of a Technical Site Plan in accordance with LDC Section 2.11. Sites developing as an accessory use, as allowed under Sec. 4.22.02, shall not require technical site plan approval. Rather, sites developing as an accessory use shall submit an application by the Property Owner or authorized agent on a form prescribed by the City. This application shall require a concept plan showing the location of MFDV operational area along with a statement that identifies the intended number of MFDV spaces, hours of operation, and frequency of operations.

4.22.04. *Indemnity.* MDFV sites that operate as a principal or accessory use shall submit an application by either the property owner(s) or their authorized agent. In the event that an agent other than

the property owner submits the application, a notarized authorization of owner(s) shall also be submitted. The applicant by means of the application shall indemnify, defend, and hold the City harmless against all liability, claims for damages, and suits for or by reason of any injury to any person, including death, and damage to any property, arising out of or in connection with the operation of a MFDV site.

4.22.05. *Development Standards.* Proposed MFDV sites shall be subject to these supplemental development standards in addition to meeting any other applicable sections of the LDC:

A. *Principal Use.* MFDV sites developed as a principal use shall provide permanent common facilities for the use of all mobile food vendors (MFV) and/or customers. These facilities shall be permanent to the site and include accessible restrooms, dining areas, and common private refuse collection on site. Common dining areas may be either indoors or outdoors, and if developed outdoors, outdoor lighting shall be provided pursuant to LDC Section 9.08. The site may develop small outdoor recreation areas (i.e. playgrounds, splash pads, etc.) as an ancillary use to a MFDV site subject to any applicable development regulations. The site shall provide a common parking area that is separated from the vending areas, dining areas, and any provided outdoor recreation.

B. *Accessory Use.* MFDV sites developed as an accessory use shall be limited to the zoning districts identified in Sec. 4.22.02 on property that is developed with an existing conforming principal use. MFDVs shall not operate on nonconforming lots. MFDVs operating as an accessory use shall not require additional parking areas, dining areas, or restroom areas outside of those required for the principal use. In no circumstances shall their usage reduce the available parking area for the principal use below the site's required parking.

C. *Operating Hours.*

1. *As a Principal Use.* MFVs shall not offer food product, sale, or service to the general public between the hours of 2:00 a.m. and 6:00 a.m. MFDVs are not required to be removed from the parcel during this time.

2. *As an Accessory Use.* MFDVs shall not operate between the hours of 2:00 a.m. and 6:00 a.m. MFDVs shall vacate an MFDV site outside of the principal use's operating hours. The provisions of this subsection shall have the following exemptions:

i. Any MFDV that is operated on the same premises as and by a separately licensed public food service establishment may operate during the same hours of operation as the separately licensed public food service establishment that operates such mobile food dispensing vehicle or temporary commercial kitchen.

ii. Nightly removal of a MFDV is not necessary if the mobile food dispensing vehicle or temporary commercial kitchen that is operated on the same premises as and by a separately licensed public food service establishment in conjunction with Subsection 509.102(3) Florida Statutes.

D. *On-site Locational Requirements.*

1. *General.* MFDV sites shall not impact easements, wetlands, required landscape or wetland buffers, threatened or protected species, drive aisles, pedestrian sidewalks/cross walks, emergency access, fire lanes, loading zones, public rights-of-way, or otherwise impede traffic patterns or ingress and egress to buildings and businesses. MFDVs shall be located on an impervious surface

2. *As a Principal Use.* Any ancillary recreational areas provided for MFDV sites developed as a principal use may be located on either a pervious or impervious surface and shall be enclosed by a perimeter fence in accordance with LDC Section 4.01.02 and buffered a minimum five (5) feet from any parking area or drive aisle.

3. *As an Accessory Use.* Operations of such an accessory use within a vehicular use area (such as a parking lot or internal drive aisle) shall provide on-site marking of the MFDV area with traffic cones a minimum of at least three (3) feet high every six (6) feet surrounding the area of operations. Traffic cones markings are not required in the event that the MFDV area is not in a vehicular use area on the site.

E. *Minimum Dimensional Requirements.*

1. *As a Principal Use.* MFDV sites developed as a principal use shall be limited as depicted in Table 4-7. Each MFDV operated as a principal use shall require its own space as provided in Table 4-7. Restrooms for MFDV sites developed as a principal use are required regardless of Florida Administrative Code 61C-4.010(8)(a), as that exemption is limited in scope for individual MFDVs operating in a temporary capacity and does not extend to a permanent MFDV site.

Table 4-7: Dimensional Requirements for MFDV sites developed as Principal Use.

Standard	Dimension
Minimum Lot Size	20,000 sq. ft.
Minimum Space per MFDV	500 sq. ft.
Minimum Space length per MFDV	25’
Minimum Space width per MFDV	20’
Maximum Number of MFDV Spaces	15
Minimum MFDV Space Setbacks from Property Boundaries	As required by the underlying zoning district or MPD Development Agreement.
Minimum Separation Between MFDV Spaces	10 feet
Minimum Parking	2 parking spaces per MFDV + 1 space per 75 sq ft of dining areas.
Minimum Seating Area	10 seats per MFDV
Maximum Seating Area	30 seats per MFDV
Minimum Restroom Requirements	Refer to Florida Building Code Assembly Occupancy group for minimum restroom requirements.

2. *As an Accessory Use.* MFDV sites developed as an accessory use shall be limited to sites developed with an existing conforming permitted principal use. Additionally, MFDV sites developed as an accessory use shall meet the minimum dimensional requirements

as depicted in Table 4-8. Each MFDV operated as an accessory use shall require its own space as provided in Table 4-8.

Table 4-8: Dimensional Requirements for MFDV sites developed as an Accessory Use.

Standard	Dimension
Minimum Lot Size	20,000 sq. ft.
Minimum Space per MFDV	500 sq. ft.
Minimum Space length per MFDV	25’
Minimum Space width per MFDV	20’
Maximum Number of MFDV Spaces	3
Minimum Setbacks from Property Boundaries	As required by the underlying zoning district or MPD Development Agreement.
Minimum Separation Between MFDV Space	10 feet

3. *Administrative Deviations.* Administrative deviations of these standards shall be subject to the approval of the Land Use Administrator pursuant to the following limitations and LDC Section 2.13. Deviations to the minimum width of an MFDV space shall be conditioned upon the space providing a minimum of a two foot increase to the minimum length of the MFDV space for every foot reduced as the minimum width is intended to provide an adequate safe space for customers to queue. Deviations increasing the maximum number of spaces shall require an increase of 10,000 sq. ft. to the minimum lot size for every additional space provided, not to exceed a maximum of five additional spaces. The minimum separation distance between MFDVs shall not be reduced, as that space is intended for fire separation purposes.

F. *Outdoor Dining and Signage.*

1. *As a Principal Use.* MFDV sites that are permitted as a principal use shall provide permanent dining areas as required in Table 4-7 above.

2. *As an Accessory Use.* An MFDV that operates as an accessory use within a vehicular use area shall not provide any outdoor dining areas, tents, or canopies. MFDVs that operate as an accessory use outside of a vehicular use area may provide temporary seating, tents, or canopies, that are removed when the MFDV ceases daily operations, subject to the approval of the property owner. Each MFDV shall be required to provide its own waste receptacle for customer use during its hours of operation. A MFDV shall be able to provide a temporary A-fame sign to be located no further than five feet from the MFDV for purposes of providing a menu board, pursuant to LDC Section 12.06.03. Any provided seating, tents, or canopies shall be fully enclosed within the approved MFDV space and setback at least five (5) feet from any adjacent vehicular use area.

G. *Fire Safety.* Obstructions shall not be placed or kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such

equipment or fire hydrants from being immediately visible and accessible. A clear and unobstructed path of a width at least eight (8) feet shall be provided and maintained for access to the fire department inlet connections. All MFDVs shall have a fully charged fire extinguisher located on the premises at all times during operations.

H. *Illicit Discharge.* MFDVs shall be prohibited from discharging fat, oil, grease, or wastewater into the sanitary sewer system. Spills of oil, fuel, coolant, or similar hazardous liquids shall be immediately contained and cleaned up to minimize potential environmental impacts. Such liquids shall be prohibited from being discharged into the sanitary sewer system. Any illicit discharge shall be reported to the City of Palm Coast.

I. *Limitations and Code Enforcement.* MFDVs authorized by this section shall meet the definition of "mobile food dispensing vehicle" or "temporary commercial kitchen" as defined by Section 509.102, Florida Statutes. Further, MDFVs authorized by this section shall meet the definition of a "public food service establishment" as defined in Section 509.013, Florida Statutes. This section shall not authorize mobile vendors that provide other non-food related services. Operating a MFDV site or MFDV within the City of Palm Coast without complying with the provisions established within this section or as exempted, in subsection 4.22.01 above, shall be subject to code enforcement action pursuant to Chapter 2 Article V Division 1 – Code Enforcement Board of the City's Code of Ordinances.

4.22.06 *Utilization MFDVs on City-Owned or Leased Land.* The City may permit the development of a MFDV site to allow for the limited operations of MFDVs on City-owned or leased land pursuant to the above regulations outside of an approved special event permit in accordance with Chapter 28, Article II – Special Events of the City's Code of Ordinances. The operations of such a site shall be established by City operating policies which may be amended from time to time.

Sec. 4.23. - Affordable Housing Mixed-Use Residential Development Standards.

4.23.01. Zoning applicability. Applications for the development of property pursuant to the Live Local Act shall require the site to be zoned for commercial, industrial, mixed use, or portions of Master Planned Developments that allow for commercial, industrial, or mixed uses pursuant to Florida Statutes Section 166.04151(7) as amended. Additional properties eligible for live local developments regardless of the underlying zoning district shall include properties that are owned by either the City, County, school district, or a religious institution which has been developed with a house of worship for at least 10 years prior to the proposed development. For properties not owned by the City, County, school district, or a religious institution which has been developed with a house of worship for at least 10 years prior to the proposed development shall require the site to be zoned as permitted under Table 3-4 found under Section 3.03.02. Properties developed as a house of worship seeking to apply for a live local development shall be at least three (3) acres in size. If the City designates less than 20 percent of the land area within its jurisdiction as commercial or industrial, it must authorize a proposed development pursuant to the Live Local Act only if the proposed development is a live local mixed-used residential development (see glossary).

4.23.02. *Use of property.* Live local developments shall maintain the project as a live local mixed-use residential development and shall rent and hold available for rent no fewer than 40 percent of the dwelling units as affordable as defined in § 420.0004, Florida Statutes for rent exclusively to eligible households for the affordability period. The project shall have at least 65 percent, but no more than 70 percent of the buildable area of the property must be for residential purposes and at least 10 percent of the buildable area of the property must be for commercial or industrial use reflective of the underlying zoning district's permitted uses. In the event that the project is for a vertically mixed-use development, then the non-residential component of the project may be 33 percent of the buildable area to facilitate vertically stacking non-residential and residential uses.

4.23.03. *Development standards.* Live local mixed-use residential developments shall be subject to the requirements of the Land Development Code unless otherwise modified below:

A. Developments may utilize up to the maximum density allowed by any zoning district within the city.

B. Developments may utilize up to 150 percent of the maximum allowed floor area ratio of any zoning district within the city.

C. Developments may utilize the city's maximum allowed building height within one mile of the development. The additional setbacks for multistory buildings requirement found under Section 3.05.02(C) does not apply to developments made pursuant to the Live Local Act.

1. If the development is adjacent to a single-family residential development on two or more sides with at least 25 contiguous single-family homes, the maximum height for the development is restricted to 150 percent of the highest adjacent building, the zoning district's defined maximum height, or three stories, whichever is higher, not to exceed 10 stories.

D. Developments shall submit the residential and non-residential portions of the project concurrently within the same application to ensure the mixed-use nature of the project. If the development is phased, the non-residential portion of the project shall be constructed prior to the residential portion.

E. Developments may use vertical or horizontal mixed-used developments; however, vertically mixed-used developments are not permitted in IND-1 or IND-2 zoning districts due to potential life-safety issues that may be present when having permitted industrial uses and residential uses in the same building.

F. The development shall provide a perimeter landscape buffer as required in Section 11.03 based on its zoning district. Horizontally mixed-use developments shall provide a minimum of an internal D, E, or F landscape buffer in-between residential and nonresidential uses.

G. The non-residential component of a development shall be a principal use of the underlying zoning district and shall be designed so that it could be developed without a live local residential portion. The nonresidential component shall not be an accessory use to the residential use (such as a leasing office, but not limited to other accessory uses related to the management of a multifamily residential development).

H. A mixed-use development that includes an adult-oriented business or miniwarehouses, office warehouses and/or a self-storage facility as its nonresidential component shall be prohibited.

I. The non-residential portion of a mixed-use development shall be integrated with the residential component of the project through use of sidewalks and internal roads. The non-residential and residential components of the project shall share the same access as for the project, provided the project may require more than one point of access in accordance with Section 5.02.04.

J. Loading and unloading and refuse collection areas servicing the non-residential uses of a mixed-use development shall be located to provide the least impact to any adjacent residential community.

K. Developments that are within a one-quarter mile of a transit stop or within 600 feet of an area with available surplus parking consisting of on-street, parking lots, or parking garages that can be utilized to meet the needs of the development the minimum parking requirements are eligible for a 20 percent reduction to its parking requirements. Provided that any available surplus parking utilized is memorialized by a shared parking agreement.

L. Proposed developments on property owned by the City, County, or school district must be party to the application. If the City, County, or school district do not authorize the application then the proposed development shall not be processed.

M. Proposed developments on property that is owned by a religious institution shall be required that the religious institution is party to the application and that the house of worship on site has existed for a minimum of 10 years. Any house of worship must continue to operate on the property after the proposed development is constructed.

4.23.04. *Exemptions.*

A. The Live Local Act does not apply to properties within one-quarter mile of a runway or its extension for 10,000 feet.

B. Areas subject to land development regulations, which existed prior to July 1, 2026, that are intended to retain the open character of land, including, but not limited to, areas required for a development to meet open space or recreational level of service requirements, or park land.

C. Any portion of a property encumbered by a recorded conservation easement.

4.23.05. *Affordability period.* The affordable residential portion of the development shall be subject to a minimum affordability period of 30 years from the date of its issuance of a certificate of occupancy.

4.23.06. *Land use restriction.* Prior to the issuance of a building permit for a live local project, the property owner shall execute and deliver to the City, a land use restriction agreement (LURA) provided by the City that details the affordable housing conditions, restrictions and compliance for the development including the City' s monitoring requirements. Furthermore, as a prerequisite to the issuance of a certificate of occupancy, the LURA shall confirm the affordability period, any conditions, and restrictions of the development, and shall be recorded in the public records of Flagler County, Florida at the sole expense of the property owner.

4.23.07. *Owner responsible for income verification.* For each affordable unit, the property owner shall be responsible for accepting rental applications and determining and verifying the adjusted gross income of prospective tenants to ensure such tenants qualify as an eligible household. Adjusted gross income shall be calculated by annualizing verified sources of income for the household as the amount of income to be received by the household during the 12 months following the effective date of determination. The property owner shall submit an annual report to the City as provided in the LURA.

4.23.08. *Affordable units must be comparable in quality to the market-rate units.* The affordable units shall be intermixed with, and not segregated from any market rate units within the live local project. At all times, the affordable units must be at least reasonably comparable in terms of size, features, and number of bedrooms to the market rate units. Eligible households shall not be excluded from using common area amenities within the project.

4.23.09. *Required recordkeeping.* The property owner of a live local development shall maintain complete and accurate income records pertaining to each eligible household occupying an affordable unit. These records must be updated annually and shall be maintained for at least ten years following the date of each such record. At a minimum, property owner shall maintain the following records for each occupied affordable unit:

A. An eligible household's complete application for tenancy and related information including the name of each household member, proof of identity, and employment, income, and asset information for each household member;

B. A copy of the lease agreement listing the term of tenancy, the rent, and identifying each tenant residing in the affordable unit;

C. Verification that the household is an eligible household as defined herein; and

D. Verification that the eligible household's rent is affordable as defined herein.

4.23.10. *Annual reporting requirements.* The property owner of a live local development shall provide an annual report to the City by September 30 of each year. The annual report shall provide the following information regarding each affordable unit:

A. Unit address;

B. Number of persons residing in each affordable unit;

C. The adjusted gross income of the persons residing in the affordable unit;

D. The monthly rent charged;

E. Any other information reasonably required to ensure compliance with the Live Local Act and requested by the City.

4.23.11. *Monitoring and inspection.* The property owner of a live local development shall permit the City to inspect all records, including but not limited to financial statements and rental records, pertaining to the affordable units within the development upon reasonable notice and shall submit to the City such documentation as required by the City to document compliance with the Live Local Act. The City may, from time to time, make or cause to be made inspections of the affordable units and development rental records to determine compliance with the Live Local Act. The City shall notify the owner prior to scheduled inspections, and the owner shall make any and all necessary arrangements to facilitate the City's inspection.

(Ord. No. 2024-17, § 5, 11-12-24)

Sec. 5.01. - Purpose and Applicability.

5.01.01. *Purpose.* The purpose of this chapter is to establish requirements for a transportation system that operates by moving people and goods efficiently, safely, and provides a balance between mobility and accessibility.

5.01.02. Applicability. All development shall provide transportation, access, parking, loading, stacking, bicycle (including E-bike and micromobility), and pedestrian facilities in compliance with the standards of this chapter. All facilities shall be maintained as long as the principal use continues.

(Ord. No. 2018-21 , § 3, 10-2-18)

Sec. 5.02. - Transportation and Connectivity.

5.02.01. *Streets.*

A. All proposed developments, except for sites developed with utility facilities such as cable substations, communication towers, etc., shall front on a paved street or paved access easement. This street, if not already paved, shall be paved by the developer from the entrance of the development to the nearest public paved street(s). The character, width, grade, and location of all streets shall conform to City standards and shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets. Construction and material specifications for streets shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the following:

1. The City Council may approve developer proposed private streets in residential areas via a plat approval. In such cases, all such streets shall meet all design and construction criteria of the City for public streets, and a condominium or homeowners association or equivalent shall be created with all duties and powers necessary to ensure perpetual maintenance of such private streets. All streets shall be constructed to the exterior property lines of the development unless they are permanently terminated by a cul-de-sac or an intersection with another street. Public streets shall not be gated.

2. City Council may approve developer proposed private streets in commercial or industrial areas via a plat approval. In such cases, all streets shall meet the design and construction criteria of the City for public streets unless overriding conditions, such as sharing entrances or parking areas, require different design criteria. A property owners' association or equivalent shall be created with all duties and powers necessary to ensure perpetual maintenance of such private streets.

B. The arrangement of streets in a development shall:

1. Provide efficient and orderly hierarchy of streets.

2. Conform to official plans and maps of the City.

3. Be integrated with the existing and planned street system of the surrounding area in a manner that is not detrimental to existing neighborhoods.

4. Ensure that the use of local streets by design discourages passby traffic.

5. Facilitate and coordinate with the future development of adjoining property of a similar character, and provide for local circulation and convenient access to neighborhood facilities.

6. Local streets shall be patterned in such a way that continuous traffic from a collector road to another collector or arterial road is discouraged. Local streets shall be designed not to function as a collector road.

7. Collector Roads shall not have residential driveway connections.

5.02.02. *Minimum right-of-way and pavement widths.* The following are the minimum right-of-way widths required for streets within the City. Developers shall dedicate sufficient land to meet the right-of-way requirement resulting from the development in accordance with a rational nexus and rough proportionality analysis. A cul-de-sac, even one with a minimally acceptable radius, does not preclude the developer from having a landscaped island within its center as long as the developer can demonstrate that the island does not impede safe turning movements for larger vehicles.

Table 5-1: Minimum Right-of-Way Width

Functional Classification	Minimum Right-of-Way (ft.)
Principal Arterial	200
Minor Arterial	120
Collector/Minor Collector	100/80
Local Streets	50

Note: The Land Use Administrator may approve, based upon sound and generally acceptable engineering practices and principles, narrower rights-of-way, provided utilities and sidewalks can be accommodated.

Table 5-2: Required Right-of-Way and Pavement Width

Street Type	Right-of-Way In Feet		Pavement In Feet	
	Urban	Rural	Urban	Rural
Local (> 75 lots)	50	80	24	24
Residential Up to 75 lots	50	70	24	24
Cul-de-sac (radius)	62	62	52	52

Note: The Land Use Administrator may approve, based upon sound and generally acceptable engineering practices and principles, narrower rights-of-way, provided utilities and sidewalks can be accommodated.

5.02.03. *Additional right-of-way.*

A. Within the area of the setbacks required by this Land Development Code, additional right-of-way may be required to promote public safety and convenience or to ensure adequate access, circulation, and parking based upon a rational nexus and rough proportionality analysis.

B. Whenever a street is programmed for improvement (in the adopted budget and the Capital Improvements Element of the Comprehensive Plan) and the need for the improvement is due to development being approved, as determined in a rational nexus and rough proportionality analysis, the owner of the proposed development must convey necessary right-of-way to the City.

C. Where a proposed subdivision or site development abuts an existing street of inadequate right-of-way, and the need for additional right-of-way is rationally related to the development being approved, the owner of the development must convey additional right-of-way based upon a rational nexus and rough proportionality.

D. All right-of-way dedications, except easements, shall be conveyed to the City by means of a warranty deed or dedication by plat, at the City's discretion. Easements shall be conveyed to the City in a form acceptable to the City.

E. All right-of-way dedications are subject to acceptance by the City Council and/or the Land Use Administrator.

F. The following requirements shall be adhered to regarding right-of-way for corner clip radius:

1. On any corner parcel with access to at least one adjacent road classified as a collector or above, additional right-of-way shall be dedicated to the City if needed to accommodate intersection radius improvements.

2. Property lines at street intersections shall be rounded with a minimum radius of 25 feet. A greater radius shall be required at an angle of intersection of less than 75 degrees, as determined by the Land Use Administrator based upon sound and generally accepted engineering practices and principles.

G. Right-of-way donations/dedications may be eligible for transportation impact fee credits if the donation or dedication is in accordance with City requirements.

5.02.04. *Connectivity and interconnectivity.*

A. When nonresidential developments are proposed to front on public streets, the City shall require the use of joint driveways and cross-access easements in order to minimize the number and maximize the spacing of access connections unless determined not feasible by the Land Use Administrator due to a unique configuration of the properties or substantial environmental constraints. Whenever cross-access corridors or coordinated or joint parking designs are provided to accomplish access management, each applicant for development approval shall provide such easements or agreements as may be necessary to ensure that adjoining properties shall be appropriately connected in order to implement a unified system allowing general cross-access to and from the other properties in the affected area. Such easements or agreements shall be recorded in the Public Records of Flagler County by the developer at developer's expense and shall constitute a covenant running with the land. When cross-access is provided to an undeveloped adjoining property, a temporary curb shall be provided at the end of the pavement to ensure drivers do not use the cross-access until the adjoining property is developed. Nonresidential developments shall provide a second means of ingress when required by the Florida Fire Prevention Code or this Code.

B. All new residential developments of more than 100 dwelling units, or which use as access a street that is 2,500 feet or more in length from another roadway, shall provide a minimum of two vehicular entrances from a public right-of-way, with at least one of the vehicular entrances connecting to a public collector or arterial road, but both directly connecting to a public road. For new residential developments exceeding 250 dwelling units must provide two paved vehicular entrances. A deviation to the requirement that at least one of the vehicular entrances connect to

a public collector or arterial road may be granted by the Land Use Administrator if it is determined by a traffic study administered by a licensed engineer that the additional traffic will not exceed the capacity of surrounding local streets at build-out of the surrounding area, or if the entrance connects to a private roadway meeting City standards, which then connects to a public roadway.

C. All developments shall provide for bicycle and pedestrian interconnectivity to promote the use of bicycles and walking and as a means to reduce traffic on collector and arterial roads.

D. All residential and nonresidential development that abuts an existing or proposed trail system shall provide pedestrian and bicycle links to the trail system unless it would not be safe.

E. All new roads, except those where bicyclists are unlawful, such as controlled access highways, shall be designed and constructed for the provision of bicycle access. Bicycle safe design practices shall be followed including, but not limited to, safe drainage grates, railroad crossings, smooth pavements, and signals responsive to bicycles. In addition, the desirability of adding facilities such as bicycle lanes, bicycle routes, shoulder improvements, and wide curb lanes shall be considered.

F. To the fullest extent practicable, all rural arterial and collector sections within one mile of an urbanized area shall be considered for the construction of paved shoulders five feet in width.

5.02.05. *Intersections.*

A. Streets shall intersect at an angle of 90 degrees, unless unique circumstances justify a lesser angle of intersection based upon sound and generally accepted engineering practices and principles.

B. Spacing of street intersections shall be determined based upon Florida Department of Transportation Access Management Standards and Classifications.

5.02.06. *Visibility at intersections.*

A. Sight triangles and sight distance requirements shall adhere to Section 11.03.01.L., including Table 11-3 - Sight Triangle Dimensions Along Driveways and Roadways.

B. Within that portion of a lot or parcel that lies within the sight triangle, as defined in Chapter 14, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially obstruct vision between a height of two feet to seven feet above the average grade at the centerline of the adjoining road.

C. Low-growing shrubs, annuals, and other lower growing vegetation may be utilized within sight triangles or other areas to ensure visibility is not reduced.

D. Trees may be permitted in the sight triangle, at the discretion of the Land Use Administrator, if the trees have a single-trunk and foliage is kept trimmed between two feet and seven feet in height.

(Ord. No. 2018-21 , § 3, 10-2-18)

Sec. 5.03. - Access.

5.03.01. *Vehicular access.*

A. Access management, location, design, and construction of driveway connections to the City's road network shall follow criteria and standard practices as established by the City, based upon Florida Department of Transportation's Access Management Standards and Classifications rules.

B. All development sites shall provide permanent access from a paved street to each lot or parcel within the development in accordance with City standards.

C. Cutting or altering a curb on a public street is prohibited without a permit issued by the City in accordance with Chapter 9.

D. In addition to City approval, approval from Florida Department of Transportation for state roads, or Flagler County for county roads, is also required for any access onto such roads.

E. All driveways shall be designed and constructed to comply with all drainage standards as outlined in Chapter 9 and shall be constructed utilizing an approved paving material in accordance with City standards.

5.03.02. *Pedestrian access.*

A. All development shall provide paved sidewalks, meeting the latest ADA (Americans with Disabilities Act) and City standards, whenever the development fronts on a collector or arterial street.

B. All proposed development fronting a local street shall provide a five-foot wide paved sidewalk(s) along the entire frontage with the local streets, except as outlined below, based on the following standards:

1. Where sidewalks are present along frontage with a local street, a five-foot wide paved sidewalk shall be provided connecting the existing sidewalk to the principal building(s). Where development has frontage on more than one local street, five-foot wide paved sidewalks shall connect the principal building(s) to each local street.

2. Where no sidewalks are present, a sidewalk shall be provided. The City shall determine the location and size of the sidewalk based on the characteristics of the right-of-way.

3. If the construction of a sidewalk is not currently feasible or practical, the Land Use Administrator may allow the developer to make a payment into the Palm Coast Sidewalk Improvement Trust Fund in lieu of sidewalk construction; however, the design and location of new sidewalk must be part of the subdivision or site plan. If sidewalk location is within private property then a legal instrument must be provided to have public access. The legal instrument can be provided in a plat as a right-of-way and/or access easement.

C. All new residential and nonresidential development adjacent to a proposed multi-use path, consistent with the Bicycle/Pedestrian Master Plan, shall provide a twelve-foot wide trail pathway (hard or soft surface per City standards) within the right-of-way or in an easement to provide for the extension of the trail system based upon a rational nexus and rough proportionality analysis.

D. Where development fronts on a collector or arterial road, a five-foot paved sidewalk shall be provided to connect the public sidewalk to the principal building(s) with the sidewalk being placed along the collector or arterial road. Where development fronts on more than one collector or arterial roadway, sidewalks shall connect the principal building(s) to each collector/arterial roadway. Five-foot paved sidewalks shall also be provided to connect to adjacent properties.

E. All new nonresidential and multifamily residential development shall provide safe and convenient pedestrian access and connectivity throughout the site. If necessary, such pedestrian access shall be within an easement consistent with Section 9.02.03E.

5.03.03. *Surfacing.* Access to any project or development shall require a hard surface driveway apron meeting City engineering standards connecting the driveway to the pavement of a public street.

5.03.04. *Single-family, duplex and townhouse driveway and garage standards.*

A. Parking spaces and garages for single-family, duplex and townhouse units shall be provided as follows with garages not counting towards minimum required parking spaces:

1. Single-family homes with less than 1,200 square feet in living area shall have at least a one-car attached garage and a permanent surface for two exterior parking spaces. Single-family

homes with at least 1,200 square feet in living area shall have at least a two-car attached garage unless an exception is specifically permitted by another provision of this Code.

2. Duplexes with less than 1,500 square feet in living area per unit shall have at least a one-car attached garage and a permanent surface for two exterior parking spaces per dwelling unit. Duplexes with 1,500 or greater square feet in living area per unit shall have at least a two-car attached garage per dwelling unit unless an exception is specifically permitted by another provision of this Code.

3. A townhouse with less than 1,500 square feet in living area shall have at least a one-car garage and a permanent surface for two exterior parking spaces. A two-car garage is required for a townhouse with 1,500 or greater square feet in living area.

4. Off-street parking is prohibited adjacent to either side of the dwelling, except when such parking space provides access to a garage.

B. Driveways for single-family, duplex and townhouse units shall be provided as follows:

1. Driveways shall be completely paved. However, on one-acre or larger lots, where the garage is located at least 100 feet from the right-of-way, the pavement area may be limited as follows: Only the 20 feet closest to the garage, the driveway apron area within the right-of-way, and other portions of the driveway that are visible from the right-of-way and within 100 feet of the right-of-way, are required to be paved. The unpaved driveway area shall be of a stabilized material that will support emergency vehicles and meet City standards, such as graded and compacted asphalt milling or similar material. Pervious and permeable pavers and pavement which meet City standards are allowed and are acceptable Green Building materials.

2. Garages must have a driveway extending for a minimum of 20 feet in front of each garage door. The driveway shall be at least the width of the garage door(s), with a minimum width of ten feet, to allow for safe access. For the 20 feet of the driveway that is closest to the garage, driveways for one and two-car garages shall have a minimum width of 16 feet, and driveways for three-car or larger garages shall have a minimum width of 24 feet.

3. Residential driveways entering the public right-of-way shall be a minimum of ten feet wide at the right-of-way line and 16 feet wide at the roadway edge. On corner lots, driveways shall not enter the right-of-way within 25 feet of where the two rights-of-way lines intersect.

4. Driveways shall either lead to a garage (standard driveway), or a circular driveway may be constructed. Except for corner lots, one approach of a circular driveway shall double as the standard driveway.

5. A standard driveway may also have a flare where the driveway widens to provide for an additional lane for vehicle parking. Additionally, standard driveways may have a turnaround so residents may avoid backing out onto the street. Turnarounds shall be located solely on the homeowner's property, except for radii, and not within rights-of-way. Turnarounds shall be a maximum of 9’ wide by 18’ long. In side yards, flares and turnarounds shall not encroach into side yard easements and shall not be located within five feet of side property lines.

6. Maximum driveway widths internal to the lot shall be 18 feet for circular driveways and turnarounds; and for standard driveways, including any flares, the internal widths shall be limited to 20 feet for a one-car garage, 36 feet for a two-car garage, 42 feet for a three-car garage, and 48 feet for a four-car garage. For circular driveways that merge with standard driveways, only the standard driveway area may exceed the maximum width of 18 feet.

7. The lot area in front of the home's building façade out to the front property line must have a minimum of 25 percent landscaped planting area.

8. Driveways, driveway aprons and culverts beneath driveways shall conform to City design and permitting standards.

9. Owners proposing to utilize pavers as pavement on the portion of the driveway in the City right-of-way shall execute a Right-of-Way Utilization Agreement prior to City final approval.

(Ord. No. 2009-26, § 35, 12-15-09; Ord. No. 2018-21 , § 3, 10-2-18)

Sec. 5.04. - Parking.

5.04.01. *Plan requirement.* Off-street parking, loading space, and drive-through facility plans shall be submitted and approved during the site plan review process as outlined in Chapter 2.

5.04.02. *Off-street vehicle parking.* Off-street parking and loading facilities shall be provided for any new use established, for any addition or enlargement of an existing use, or any change of occupancy or manner of operation that would result in additional parking. See Chapter 1 for nonconforming uses and the remodeling threshold. Additional parking may be required only for such addition, enlargement, or change, and not for the entire building or use, unless it is determined, based on the historical function of the use or similar such uses, there is a need for additional parking.

A. *Off-street parking spaces required.*

1. *Minimum number required.* The required number of off-street motor vehicle spaces and any special requirements that may apply are provided in Table 5-3. When the number of off-street spaces required by this Code results in a fractional space, the number shall be rounded to the nearest whole number. Where parking is based on seating on benches or pews, each 24 lineal inches of the bench/pew shall be considered one seat.

Table 5-3: Parking Ratios

NOTE: Unless otherwise noted, all square footages (s.f.) are based on the gross floor area of the unit or building.

Type of use	Minimum Number of Spaces
Adult entertainment	1 space per 100 s.f.
Assembly places (houses of worship/religious institutions, funeral homes, movie theaters, auditoriums, arenas, stadiums, civic centers, and facilities with an auditorium, sanctuary, or gathering place, whether fixed seats or open area)	1 space per 4 seats
Banks and credit unions	1 space per 200 s.f.
Barber shops and beauty salons	1 space per 250 s.f.
Bowling alley	3 spaces per lane
Call centers and contact centers	1 space per 115 sq. ft.

Civic clubs and lodges (including civic membership organizations)	1 space per 3 seats plus 2 spaces per 100 s.f. of area devoted to public assembly without seats
Colleges, universities and business/technical schools	1 space per 3 on-site school population (students, faculty and staff but excluding online students)
Convenience store (with or without fueling stations)	1 space per 200 s.f. + 1 space per 2 seats for food patrons
Day care, child care, private schools (k-12)	2 spaces per employee on the largest shift. For private high schools, add 1 space per 2 students in 11th and 12th grade
Fitness center/health club/dance studio	1 space per 125 s.f.
Furniture/mattress store	1 per 700 s.f.
Gasoline service stations/vehicle service and repair facilities	1 space per 250 s.f. of area devoted to sales or customer lounges, plus sufficient area to accommodate vehicles at pumps without interfering with other parking, plus 3 spaces per service bay
Golf course	4 spaces per hole; plus 1 space per 250 s.f. of clubhouse
Golf driving range/putting greens	1 space per 2 driving tees/putting greens + parking for any structures
Golf, miniature	1.25 spaces per hole + parking for any structures
Grocery/supermarket [1]	1 space per 200 s.f.
Group lodging, including nursing homes, rest homes, convalescent homes, assisted care facilities, and other similar facilities	1 space per 2 beds or 0.75 space per unit

Home Improvement/Building Materials and Garden Centers [1]	3.5 spaces per 1,000 s.f.
Hospitals and other medical facilities providing overnight accommodations	2 spaces per bed
Hotels, motels, and other similar lodging and accommodations establishments, without restaurants or lounges open to the public	1.15 spaces per sleeping room
Hotels, motels, apartment hotels, and other similar lodging and accommodations establishments, with restaurants or lounges open to the public	1.15 spaces per sleeping room, plus parking required at 50% of normal rates for any restaurant or drinking establishment
Independent living units (associated with a continuing care retirement community)	1.25 spaces per unit
Industrial, manufacturing and production uses	1 space per 750 s.f.
Marinas	1 space per 3 boat berths (wet slip or dry storage)
Medical or dental offices, medical or dental laboratory, and medical clinics, and veterinary clinics	1 space per 250 s.f.
Mini-warehouse or self-storage facilities including boat and recreational vehicle storage	Minimum of four spaces required. Facilities providing more than 200 storage units require an additional 1 space per 50 units. (Storage units include both indoor storage units and outdoor RV/Boat storage spaces.)
Multi-family dwellings	1 space per efficiency unit 1.5 spaces per 1 bedroom 2 spaces per 2 bedrooms and over
Offices (general, professional, or government)	1 space per 250 s.f.

Plant nursery	1 space per 250 s.f. of building area + 1 space per 2,000 s.f. of display areas open to the public
Restaurants (with or without a drive-through), drinking establishments	1 space per 50 s.f. of areas open to the public + 1 space per 75 s.f. of outdoor eating/drinking areas
Shopping centers, discount superstores, and multi-tenant retail centers [1]	1 space per 250 s.f.
Retail including pharmacies and business services	1 space per 250 s.f.
Single-family dwelling, duplex, two-family and townhouse units	2 spaces per unit
Tennis, bocce ball, pickle ball, shuffleboard and racquetball facilities	1.5 spaces per court
Vehicle and boat sales/dealership	1 per 3,000 s.f. of open or enclosed sales area
Warehouse	1 space per 1,200 s.f.
[[1] An additional parking space equivalent is required for every 50 parking spaces for shopping cart storage for shopping center development exceeding 50,000 s.f.]	

2. *Uses not listed.* The required number of spaces for any use not specifically mentioned shall be the same as the use most similar to the proposed use, based on data provided by the Institute of Transportation Engineers in Parking Generation or similar studies.
3. *Multiple uses.* Except for a multi-tenant retail center or shopping center, where a combination of uses is proposed for development, parking shall be provided for each of the uses as prescribed by Table 5-3, unless a shared parking agreement acceptable to the City is reached by the property owner(s) (see Section 5.04.08).
4. *Maximum parking permitted.* For all land uses, except for single-family and two-family residences, the maximum permitted number of parking spaces shall not exceed 1.2 times the minimum parking required by this section unless the Land Use Administrator finds that exceeding the maximum is justified based upon sound and generally accepted land use planning practices and principles as demonstrated within a Parking Flexibility Study.
5. *Screening.* Screening is required for off-street parking spaces in accordance with Section 11.03.04.A.
6. *Internal parking lot landscaping.* For parking lot islands and their related landscaping requirements see Section 11.03.04.B.

B. *Flexibility.*

1. The Land Use Administrator may authorize an adjustment of up to 20% in the total parking requirements where it is demonstrated that the application of the parking ratios is inappropriate for a proposed use due to the mix of existing or proposed uses on the property. A request for adjustment may require the submission of a site plan, traffic and parking study, and floor plan, which address the rationale for reducing or increasing parking requirements. Considerations and approval shall be contingent upon the continued operation of like or similar uses as identified under the approved plan. A change in the use category of parking shall require separate consideration. Pervious surface materials may be utilized when increasing parking requirements, where feasible, and may include pervious pavement, brick pavers, or other permanent pervious materials supported by green building principles. Stabilized grass parking with paved parking aisles may be considered, where feasible, for periodic overflow parking. Reducing parking requirements may require additional pervious areas and adequate stormwater capacity to accommodate potential future parking spaces per Code.

2. The Land Use Administrator may approve de minimis variations of parking lot or design standards if it is determined that a substantial public benefit would be attained. The de minimis variance may include reducing the required number of parking spaces; public benefits may include: the use of alternative surface materials; or varying from design standards when specimen or historic trees can be saved, utility conflicts can be avoided, or where architectural aesthetics can be improved.

3. Up to 33 percent of required parking for not-for-profit and non-profit groups and civic clubs that only use the parking periodically (one day or less per week except for occasional special events), may be provided as stabilized grass parking, with approval of the Land Use Administrator, where those spaces are served by paved parking aisles and are generally located further from the use being served than the paved spaces. Landscaped islands are required with stabilized grass parking (see Section 11.03.04.B.3.b). Stabilized grass parking spaces shall be appropriately graded and computed as impervious areas for water management purposes, and stabilized grass parking spaces that are utilized more often than periodically as defined above shall be paved if required by the Land Use Administrator based on amount of use.

4. All of the overflow parking (parking that exceeds the minimum number of required spaces) for not-for-profit and non-profit groups and civic clubs that only use the parking on an occasional basis may be provided as stabilized grass parking and stabilized grass drive aisles, with approval of the Land Use Administrator, where those spaces are generally located further from the use being served than the required parking. Landscaped islands are required with stabilized grass parking spaces (see Section 11.03.04.B.3.b). Stabilized grass parking spaces and stabilized grass drive aisles shall be appropriately graded and computed as impervious areas for water management purposes.

C. *Location.*

1. Each off-street parking space shall be located on the site it services, unless provided otherwise in this Code.

2. Nonresidential off-street parking spaces and access ways shall not be located closer than eight feet from any side property line, unless both adjoining properties are part of a master plan, share an access way, or similar circumstances exist. The minimum queuing distance required from the property line along a right-of-way to the first parking space or parking aisle is: a) 20 feet along a local public roadway: b) 35 feet along a collector roadway: or c) 50 feet along an arterial roadway: unless the applicant demonstrates, based on a traffic study, that a reduced queuing distance will not pose a hazard or interfere with pedestrian and vehicle

traffic operations. However, traffic from a proposed development must not stack onto a public right-of-way during typical peak hour operating conditions.

3. All required parking stalls shall have direct and unobstructed access from a parking aisle.

D. *Off-street circulation.*

1. Internal circulation patterns, and the location and traffic direction of all access ways and parking aisles, shall be designed and maintained in accordance with accepted principles of traffic engineering and traffic safety, and clearly marked as required by the City.

2. Vehicular circulation shall be completely contained within the property and vehicles located within a portion of the development must have access to all other portions without using the adjacent street system.

E. *Parking facility design.*

1. All parking facilities shall be graded and provided with permanent storm drainage facilities meeting the construction specifications set by the City. Surfacing, curbing, and drainage improvements shall be sufficient to preclude the free flow of water onto adjacent properties or public streets or alleys, and to provide adequate drainage.

2. Reserved.

3. Any off-street parking facility shall have access ways of sufficient width to allow for two-way traffic, or one-way access ways that are connected to parking aisles, parking areas, or maneuvering areas in such a manner as to permit traffic to simultaneously enter and leave the property. An access way that is only wide enough for one-way traffic shall have signage designating it for one-way operation.

4. Single-lane one-way access ways shall be a minimum of 14 feet wide. Two-way access ways shall be a minimum of 24 feet wide, exclusive of any median. Required access way widths may be increased by the City based on vehicle types and numbers of vehicles expected to use the facility, or if the Fire Prevention Code justifies such increase based upon traffic engineering and safety considerations.

5. Parking spaces and parking aisles shall be designed in accordance with Table 5-4.

6. Applicants are encouraged to reduce paved areas by reducing the perpendicular depth of standard parking spaces to 18 feet of pavement with two feet of overhang area, subject to the following conditions:

a. Continuous curbing shall be used at the overhang.

b. The overhang will not interfere with the healthy growth of adjacent landscaping material.

c. Any abutting sidewalk is raised a minimum of six inches and is a minimum of seven feet wide. A sidewalk located at least two feet from the front of curb does not need to meet these standards.

Table 5-4: Parking Space and Parking Aisle Requirements

Parking Angle (degrees)	Standard Stall Width (feet)	Stall Depth Perpendicular to Aisle (feet)	Curb Length Parallel to Aisle (feet)	Parking Aisle Width One-Way Traffic (feet)	Parking Aisle Width Two-Way Traffic (feet)
0 (parallel)	10	10	23	12	24

45	9	21.2	12.7	14	24
60	9	22.3	10.4	18	24
90	9	20	9	24	24

Note: Parking spaces are measured from the centerline of painted stripe to edge of curb or center-line of painted stripe.

7. Parking stalls shall be delineated with a white pavement striping that is six inches wide.
8. Reserved.
9. For any nonresidential or multi-family use providing 50 or more spaces, a maximum of three for every 50 required spaces may be reduced in size and designed to accommodate parking for motorcycles. When provided, motorcycle parking shall be clearly identified by a sign, be at least 4.5 feet wide, surfaced with concrete, and have pavement striping. Motorcycle spaces may count towards required vehicular parking spaces.
10. All permanent off-street parking and loading and/or unloading areas except as permitted under Sections 5.04.02.B.3 and 5.04.02.B.4, shall be surfaced with brick, pavers, asphalt, or concrete, and all materials shall meet City design standards.

F. *Maintenance.*

1. All required parking facilities shall be properly maintained in perpetuity by the property owner or appropriate property owners association. Such facilities shall be used exclusively for the temporary parking of motor vehicles.
2. Parking facilities shall not be used for the sale, display, or storage of merchandise, for the storage or repair of vehicles or equipment, or activities other than providing public and employee parking, unless another activity was approved on the site plan.
3. All parking and loading facilities shall be properly maintained to ensure the desirability and usefulness of the facility, including maintenance of finished and stabilized surfaces, parking stripes and required signage. Parking stripes that are faded shall be repainted, and faded or missing required signage shall be replaced. Such facilities shall be maintained free of potholes, refuse, debris, or other accumulated matter and shall at all times be available for the off-street parking or loading use consistent with applicable development approvals.
4. Landscaping materials located within sight triangles shall be properly trimmed and maintained.

5.04.03. *Bicycle parking.*

A. All developments (except for single-family and duplex platted lots) requiring off-street parking shall provide parking for bicycles in accordance with the following standards:

1. Multifamily development shall provide bicycle parking spaces to the equivalent of ten percent of the required vehicular parking spaces.
2. Nonresidential developments shall provide bicycle rack spaces as follows:

Table 5-5: Bicycle Rack Ratios for Nonresidential Developments

Required Number of Automobile Parking Spaces	Minimum Number of Required Bicycle Rack Spaces
1—40	2
41—60	3
61—80	4
81—100	5
Over 100	5 plus 1 for each 20 automobile parking spaces over 100, provided that the maximum number of required bicycle spaces shall not exceed 20

B. Bicycle rack facilities shall meet the following standards:

1. Shall be designed to allow each bicycle to be secured against theft.
2. Shall be installed in a permanent manner to resist removal.
3. Shall be installed to resist damage by rust, corrosion, or vandalism.
4. Shall accommodate a range of bicycle shapes and sizes and allow easy locking without interfering with adjacent bicycles.
5. Shall not interfere with pedestrian or vehicular movement.
6. Shall be located within 200 feet of the building entrance(s) they are intended to serve.

5.04.04. *Parking lot lighting.* The lighting design for new and redevelopment sites shall meet the lighting requirements set forth in Chapter 9.

5.04.05. *Americans with Disabilities Act requirements for access and parking.* Accessible parking shall comply with Florida Department of Transportation Design Standards and Chapter 17 of the Florida Americans with Disabilities Act Architectural Barrier Removal and Compliance Manual, 2005 Edition, as amended. The total number of parking spaces required in this chapter includes the minimum number of accessible parking spaces required.

5.04.06. *Temporary parking.* The Land Use Administrator may require new nonresidential uses to provide a minimum of one and a maximum of two parking spaces for temporary pick-up and drop-off based on the size and use of the development. The temporary parking space(s) shall be located near the primary building entrance. Temporary parking shall count towards the total required parking spaces.

5.04.07. *Off-street loading or unloading space requirements.*

A. At the time of construction of any of the categories of buildings listed in Table 5-6, or at the time of structural alteration for an increase in their size or capacity, off-street loading and/or unloading spaces with adequate means of ingress and egress from a public street or access way shall be provided without interfering with the public use of streets, off-street parking spaces, or taxi stands. Off-street parking spaces shall not be used to meet off-street loading requirements.

B. The dimensions, design, and location of all off-street loading spaces shall meet the requirements as outlined in this Code.

C. Loading spaces shall not block streets, alleys, driveways, or sidewalks. Loading spaces shall not impair the movement of vehicles or pedestrians on streets, alleys, or sidewalks. Loading areas shall not use a public right-of-way or adjacent property as part of a maneuvering area, or use a public right-of-way or adjacent property as part of a temporary or permanent parking area for loading or unloading.

D. The minimum number of off-street loading and/or unloading spaces and the design shall meet the needs of the proposed use and reasonably expected future uses, and shall have the minimum dimensional requirements as displayed in the following tables:

Table 5-6: Loading or Unloading Space Requirements

Use Category	Floor Area in Square Feet	Number of Spaces Required
Retail Sales and Service, Restaurants, or Similar Uses	5,000—20,000	1
	20,001—50,000	2
	Each additional 25,000 square feet or major fraction thereof	1
Offices, Hotels, Hospitals, Nursing Homes, Adult Congregate Living Facilities, Multi-Family Project or Similar Uses	30,000—100,000	1
	Each additional 100,000 square feet or major fraction thereof	1
Arenas, Auditoriums, Stadiums, Convention Centers, Exhibition Halls, Museums, or Similar Uses	10,000—50,000	1
	50,001—100,000	2
	Over 100,000	4
Any Industrial Use and any Wholesale, Retail, and Nonresidential Storage Facility (Not Required for a Self-Storage Facility)	5,000—25,000	1
	25,001—55,000	2
	55,001—85,000	3

	Each additional 30,000 square feet or major fractions thereof	1

E. Every loading space shall demonstrate adequate turning radius and movement based upon the requirements of the delivery truck and meet the following minimum dimensions:

Table 5-7: Loading Space Dimensional Requirements

Length or Depth of Space	30 feet*
Width	12 feet
Height or Vertical Clearance	14 feet

* For tractor-trailer trucks, a 55-foot length is required. Retail and industrial buildings with 50,000 square feet of retail area or more shall have at least one loading space for tractor-trailer trucks, and buildings with 100,000 square feet of retail area or more shall have at least two loading spaces for tractor-trailer trucks, unless the applicant demonstrates a standard size loading space will suffice for one or both spaces based on the nature of the use(s).

F. Loading spaces for tractor-trailer trucks shall not be located within 100 feet of any residential use or zoning district boundary and these spaces shall be located to the rear of the principal structure and screened from view of the public right-of-way or access easement.

G. Uses not listed. The required number of loading spaces for any use not specifically mentioned above shall be the same as the use most similar to the proposed use, or be guided by requirements for such use in other jurisdictions, or by data provided by the Institute of Transportation Engineers, or other similar studies.

H. An adjustment in the loading requirements may be approved where it is demonstrated that the application of the loading ratios is inappropriate for a proposed use due to specific site or use conditions. The applicant must submit a site plan and operational analysis which address the rationale for reducing or increasing loading requirements. Approval shall be contingent upon the continued operation of like or similar uses as identified under the approved site plan. If there is a change in the use category of loading, a new application must be submitted.

5.04.08. *Shared parking and joint use of facilities.*

A. The Land Use Administrator may permit the required off-street parking spaces for a use to be shared as required parking spaces for another use upon finding that:

1. The shared parking spaces are in close proximity and readily accessible to the uses served thereby;
2. The uses served thereby have different peak periods or the required parking is excessive for one use; and
3. The design of the parking area in terms of traffic circulation, vehicular and pedestrian access, stormwater management, landscaping, open space preservation, and public safety meets the requirements of this Code.

B. A shared parking usage analysis shall be employed for calculating parking requirements for multiple uses.

C. Accessible spaces shall be based on the single use parking requirement. The shared parking methodology shall only reduce the general parking requirement.

D. Upon a finding by the Land Use Administrator that shared parking is appropriate, the Land Use Administrator shall issue a development order or approve an agreement for shared parking, which shall be recorded in the public records, and shall be enforceable by the City.

5.04.09. *Fleet storage.*

A. *General requirements.* In all zoning districts except industrial zoning districts or industrial type uses in the PSP Zoning District, the following requirements apply to the storage of five or more operable and inoperable motor vehicles which are owned (includes ownership under another corporate entity for which vehicles serve the business establishment located at the site) or leased by a business establishment located on the site on which the motor vehicles are located, excluding lawful and permitted businesses that inherently require the display of motor vehicles, trailers, heavy commercial vehicles, and construction equipment (i.e. automobile dealerships, tractor dealerships, etc.).

1. Areas specifically designated for fleet vehicles shall be screened from public view using a Tall Screen Planting described in Table 11-4 in this Code.

2. Fleet vehicle parking spaces and areas shall not be used to satisfy the required off-street parking for its land use as required in this Code.

3. It is prohibited and unlawful to park an inoperable motor vehicle for any part of a 24-hour period unless the motor vehicle is enclosed within a building or located within an opaque enclosure that is no less than six feet in height.

4. Fleet vehicles shall be used solely for the purpose of conducting activity associated with the business establishment (licensed by applicable federal, state, and local agencies) at the location where the motor vehicles are parked.

5. A business with fleet vehicles desiring to locate into an existing building in an appropriately zoned district shall establish a designated area for the fleet vehicles in compliance with this section if such area is not already established. A site plan shall be submitted to the Land Use Administrator to determine compliance.

B. *Exemptions.* This section does not apply to commercial motor vehicles parked during active loading and unloading for any part of a 24-hour period within areas designated as loading spaces on an approved site plan or to automobiles or sport utility vehicles.

5.04.10. *Boat and recreational vehicle commercial storage facilities.* Where boats or recreational vehicles are commercially stored outside, they shall only be stored on pavement located behind buildings or preserved wooded areas so they are generally hidden from the public rights-of-way, unless specifically permitted by Code.

5.04.11. *Drive-through facilities.*

5.04.11.01. *Location.*

A. A site that contains drive-through facilities shall be located on a collector or arterial road.

B. Drive-through facilities for an automated teller machine (ATM) shall only be located on sites with a financial institution; or, if within a multi-tenant retail center or shopping center, where the applicant demonstrates that the facilities will not interfere with the safe movement of traffic.

5.04.11.2. *Stacking lanes and spaces.*

A. All facilities providing drive-through service shall provide stacking lanes in compliance with the standards of this section. A stacking space shall be a minimum of ten feet in width and 20 feet in length, measured starting ten feet behind the pickup window.

1. Drive-through lanes must be clearly distinguished from parking aisles by acceptable pavement markings or pavement color.

2. On-site stacking spaces must accommodate stacking demand under the typical a.m., mid-day, and p.m. peak hour conditions of adjacent roadways.

3. A 12-foot wide paved bypass lane (11 feet if the stacking lane is increased to a width of 11 feet) shall be provided for drive-through facilities, unless the City determines the bypass lane is unnecessary due to unique site conditions.

B. Restaurants with drive-through facilities shall provide a minimum of nine stacking spaces. The bypass lane shall serve customers at least until they have traveled past the point where orders are taken.

C. Banks, financial institutions, dry cleaners, and pharmacies shall provide a minimum of four stacking spaces per lane; except for automated teller machines, which shall have three spaces per lane.

D. An automated car wash, and a manned or unmanned gatehouse or entry control structure, shall provide a minimum of three stacking spaces per service lane.

E. A six feet high solid decorative wall shall be provided along all property lines abutting lots or parcels zoned or used for residential purposes in order to block lights and noise from vehicles in the stacking lanes or drive-through facility.

F. Stacking lanes shall not be located within a designated delivery area or loading zone.

G. Within the OFC-1 District, drive-through facilities may have only a single lane with a single service window, unless the second lane is serviced by the same single window, or by an automated device (e.g., ATM).

H. Uses not listed. The required number of stacking spaces for any use not specifically mentioned shall be the same as the use most similar to the proposed use, or be guided by requirements for such use in other jurisdictions, or data provided by the Institute of Transportation Engineers in Parking Generation, or other similar studies.

I. The Land Use Administrator may determine an increase or reduction in the stacking requirements is required where it is demonstrated that the stacking number is inappropriate for a proposed use due to the property configuration, the specific nature of the use, or traffic flow patterns.

1. To request a modification, an applicant must submit a site plan and traffic study which address the rationale for reducing the stacking requirements.

2. Approval shall be contingent upon the continued operation of like or similar uses as identified under the approved site plan.

3. A change in the use category shall require a new application for modification.

(Ord. No. 2009-26, §§ 36—40, 12-15-09; Ord. No. 2012-3, § 4(Exh. 2), 5-1-12; Ord. No. 2018-21 , § 3, 10-2-18)

Sec. 7.01. - Purpose and Intent.

The purpose of this chapter is to implement the concurrency provisions of the Comprehensive Plan, as mandated by Section 163.3180, Florida Statutes, and the Florida Administrative Code. No development order or permit which contains a specific plan of development, including the densities and intensities of development, shall be issued except in accordance with this chapter.

Sec. 7.02. - Public Facilities.

The public facilities subject to concurrency and the regulations in this chapter include: transportation facilities, potable water, sanitary sewer, solid waste, drainage, schools, and parks and recreation.

Sec. 7.03. - Tracking and Reporting.

7.03.01. *Concurrency management monitoring system.* The City hereby establishes and shall maintain a concurrency management monitoring system which consists of an inventory of public facility capacity and a demand accounting system that reflects the current status and availability of public facilities. A status report on the concurrency management monitoring system shall be prepared by the City on annual basis.

7.03.02. *Concurrency baseline statement.*

A. The Land Use Administrator shall develop a concurrency baseline statement which shall be effective for one year after its issuance. Nothing herein precludes, however, the issuance and effectiveness of more frequent amendments to the concurrency baseline statement. The concurrency baseline statement is an assessment of public facility available capacity anticipated for the reporting period.

B. The available capacity reported for each public facility in the concurrency baseline statement shall be determined by using calculations from the concurrency management monitoring system and projections of public facility demand for vested developments. The public facility demand for vested projects shall be based upon a reasonable projection of the progress of each proposal or project, population projections, and other technical considerations, such as the practices and assumptions utilized in the Comprehensive Plan.

Sec. 7.04. - Concurrency Review.

7.04.01. *Applicability.* All proposed developments or improvements to property requiring a final development order, except those developments or improvements which are exempt, as outlined in Subsection 7.04.02, or vested by this chapter, shall be subject to concurrency review prior to the issuance of a final development order.

7.04.02. *Exemptions.*

A. Final development orders, including building permits, which permit or approve the following types of development, are exempt from concurrency review if the Land Use Administrator finds that no additional impact on public facilities is created:

   1. Approved development plans which are specifically exempted from or specifically determined to be vested from the concurrency requirements in the Comprehensive Plan, pursuant to applicable laws.

   2. Single-family and duplex residential lots platted as of November 16, 2008 are exempt from concurrency review.

   3. Modifications to residential dwellings that include additions, renovations, or reconstruction that do not increase the number of dwelling units on the site or approved for the property prior to the modifications.

4. Additions, renovations to, or reconstruction of, accessory dwelling units, garage apartments, or other similar accessory units on parcels properly zoned to allow the accessory dwelling units.

5. Public facilities such as City offices, community centers, fire stations, parks, police stations, water or sewer facilities, other public works, and other public facilities as determined by the Land Use Administrator.

B. A Development of Regional Impact that has been approved pursuant to Section 380.06, Florida Statutes, for which the development is proceeding in compliance with the conditions of the Development of Regional Impact approval, may be exempt from transportation concurrency as provided by the Development of Regional Impact Development Order, if the development meets all the requirements of Section 163.3180 (5), and this chapter.

C. Final development orders which permit or approve development that creates a de minimis impact, as defined by F.S. § 163.3180 , shall be exempt from concurrency review for transportation facilities.

7.04.03. *Deferral option.*

A. Any applicant for a final development order may elect to defer concurrency review until the time at which an application for the final development order preceding a preconstruction conference or the commencement of any construction activity is filed. The applicant shall execute an affidavit acknowledging that development rights have not been vested and that development on the subject parcel shall be required to undergo concurrency review in the future. Deferral of school concurrency review is determined by the Flagler County School District.

B. Reserved.

C. A deferral affidavit shall be submitted to the Land Use Administrator.

7.04.04. *Standards for review.*

A. The City shall not issue a final development order, or an extension or amendment to an approved development order, unless there is sufficient available capacity of public facilities to meet the established levels of service. The City shall not grant a final development order unless one of the following standards is met:

1. The necessary public facilities are available and in place at the time the development is authorized in accordance with the Comprehensive Plan; or

2. The development order is issued subject to the condition that the necessary public facilities will be in place when the impacts of the development occur; or

3. The necessary public facilities are under construction at the time the development is authorized; or

4. The necessary public facilities are guaranteed in an enforceable development agreement that requires that the public facilities will be in place, except transportation facilities, when the impacts of development occur and that the applicant or developer will pay a proportionate share of the costs incurred to fulfill the need for the facilities and services created by proposed development. The enforceable development agreement for improvements must be financially guaranteed by cash, letter of credit, or similar instrument approved by the Land Use Administrator on a form satisfactory to the City and issued by a financial institution acceptable to the City or Land Use Administrator; or

5. The final development order permits or approves development that is exempt from concurrency review as outlined in Subsection 7.04.02.

B. For transportation facilities, the facilities must be available, programmed, or contracted to be under construction within three years of the subject final development order, or consistent with

provisions of the Florida Administrative Code. The impact thresholds and spheres of influence for arterial and collector roads shall be consistent with sound and generally accepted engineering standards and principles. When transportation facilities or segments are identified as deficient through the Concurrency Management System, including transportation facilities maintained by the Florida Department of Transportation or another jurisdiction, the Proportionate Share Program as provided in Section 7.07 may satisfy this requirement.

7.04.05. *Application for concurrency.*

A. *General requirements.*

1. Applications for concurrency may be submitted at any stage of development, but may only result in the issuance of a certificate of concurrency when issued in conjunction with a final development order.

2. For the purpose of the concurrency review, the maximum density or intensity allowed under the future land use and zoning designation shall be used, unless the applicant provides a development scenario. If an applicant provides a development scenario, concurrency will be determined based upon that scenario and the density or intensity of the subject property can not be increased without a new concurrency review.

3. Methodologies consistent with sound and generally accepted engineering and planning practices and principles shall be utilized to determine the impacts of proposed development and their effect on the available capacity of public facilities.

B. *Traffic study requirements.* An application for concurrency must include a traffic impact analysis (traffic impact analysis is synonymous with traffic impact study). The traffic impact analysis shall be consistent with sound and generally accepted engineering and planning practices and principles. In addition, the applicant is required to meet with the Land Use Administrator before conducting the traffic impact analysis to discuss appropriate methodology and/or mitigation proposals to be included in the traffic impact analysis. At a minimum the traffic study shall:

1. Identify the land use type of the proposed development, based on a generally accepted land use classification system (e.g., the North American Industry Classification System, the Land-Based Classification Standards, and/or Institute of Transportation Engineers Trip Generation Manual);

2. If the proposed development consists of multiple land uses, the traffic study must reflect the aggregated demand for capital transportation improvements generated by each land use type within the proposed impact-generating development;

3. Identify additional new trips (PM Peak Hour), additional vehicles (PM Peak Hour), current capacity/volume of affected roadway(s) (PM Peak Hour), available capacity/volume of affected roadway(s) (PM Peak Hour) before the proposed development, estimated capacity/volume of affected roadway(s) (PM Peak Hour), after the proposed development is complete (may be shown in phases of development), anticipated turning movements (PM Peak Hour), and additional anticipated roadway(s) capacities/volumes or improvements that may be needed to accommodate a reduced level of service identified through traffic study analysis; and

4. Utilize the latest edition of the Institute of Transportation Engineers Trip Generation, 11th Edition or later.

The findings of a traffic study satisfying the above requirements, including approval by the Land Use Administrator regarding the acceptability of the proposed traffic study methodology, shall be considered valid and applicable for a period of one year after the date it was either received by the City.

(Ord. No. 2009-26, §§ 41—44, 12-15-09)

Sec. 7.05. - Certificate of Concurrency.

7.05.01. *General provisions.*

A. Certificates of concurrency may only be issued in conjunction with the issuance of a final development order.

B. Certificates of concurrency are not transferable to another parcel or parcels of real property. Certificates of concurrency shall benefit and run with the parcel of real property to which the application related subject to the limits prescribed in this chapter and shall contain detailed information relating to limitations on uses and development densities and intensities.

C. If an application for development is found to be exempt from the concurrency review of the Concurrency Management System review requirements of the Comprehensive Plan, this chapter, applicable requirements of the Florida Statutes, or state law, then, consistent with the provisions of this chapter, a certificate of exemption shall be issued without conditions being attached thereto.

D. If a parcel of real property is not vested by the concurrency provisions of the Comprehensive Plan, this chapter, or applicable requirements of the Florida Statutes, a certificate of concurrency shall be valid for so long as the underlying development order relating to the subject real property, or a subsequent development order issued during the good faith continuation of the development, is valid.

7.05.02. *Reservation of capacities.*

A. *Reservation process.* The purpose of the public facility capacity reservation process is to afford property owners and developers the assurance that adequate capacity for requisite public facilities will be available when needed for a particular project, and to provide a higher degree of certainty during the construction financing process. The reservation process requires the applicant to reserve public facility capacity at the time of issuance of the certificate of concurrency.

B. *Reservation fees.* Unless the applicant provides other assurances acceptable to the City that adequate public facilities will be available concurrent with the impacts of development (such as, by way of example, a binding development agreement), all facility reservation fees shall be paid prior to the issuance of a certificate of concurrency and before authorization of any construction, pursuant to the provisions of this chapter. For phased development, the binding development agreement shall include the number of phases, quantity of development associated with each phase, the timing of facility reservation fee payments, and provisions that ensure that development of each phase will not commence until the facility reservation fees have been paid. The applicant shall pay all facility reservation fees due at the time of, and as a condition precedent to, the issuance of a building permit relating to the project, with said fees being paid at the rate in effect at the time of building permit issuance. Each facility reservation fee shall be calculated on the same basis as the application for a certificate of concurrency. Said fees shall be paid as follows:

1. For each public facility, the facility reservation fee shall be an amount equivalent to the then applicable City impact fee. All impact fees shall be required to be assessed and paid as a condition of receiving a building permit pursuant to the impact fee rate schedules in effect at the time a building permit is issued. However, each facility reservation fee previously paid shall be credited towards the corresponding impact fee as a per unit fixed-dollar deduction from the applicable impact fees at the time of building permit issuance.

2. For reservation of roadway capacity, applicants may select to reserve capacity for a fixed period of time, the periods of time being from one year to three years with associated scaling based on amount of the reservation fees paid. The scaling amount to be paid to secure the reservation would be:

    33% of total impact fee amount for one-year reservation period;

67% of total impact fee amount for two-year reservation period;

100% of total impact fee amount for three-year reservation period.

The Developer shall be required to pay the remainder of the required total impact fee amount due at the time of, and as a condition to, receiving a building permit. The scaled reservation fees paid previously shall be credited toward the impact fee in effect at the time of the building permit, and shall be on a dollar-for-dollar basis.

3. For water and sewer services, the facility reservation fee shall be an amount equivalent to the then applicable capacity fees and on the basis of the rates then in effect pursuant to the applicable rules, regulations, and requirements.

C. *Refund of reservation fees.* If a final development order is not issued, expires, or is surrendered pursuant to an amending development order issued by the City or an amending development agreement, an applicant may request in writing, and the City shall issue, a refund of facility reservation fees, excluding the processing fee, if the appropriate following conditions are met:

1. For all public facilities (i.e., transportation facilities, solid waste facilities, sanitary sewer, potable water, drainage facilities, schools, and parks and recreation facilities), capacity shall be surrendered and thereupon a refund shall be made by the City at the earlier of either of the following events occurring:

   a. A determination has been made by the Land Use Administrator that such refund shall not require or result in the elimination, deferral, or delay of a project which is needed to maintain the adopted level of service of the Comprehensive Plan.

   b. Another development is paying like facility reservation fees for the public facilities associated with the development for which the facility reservation fees are requested to be refunded. Like facility reservation fees shall be deemed those fees associated with and collected from another development paying the same impact fees relating to the same impacts on concurrency public facilities.

D. *Subject to required permits.* All water and sewer reservations of capacity shall be subject to the issuance of all required permits from the Florida Department of Environmental Protection and any other applicable agencies.

E. *Vested developments.* If a development is vested under this chapter, the requirements relating to the payment of impact fees and connection fees shall fully apply. If the payment of connection fees for water and sewer service is required to reserve capacity, such payment must occur. Vested status does not guarantee the availability of water or sewer capacity.

7.05.03. *Expiration.* Reservations of a certificate of concurrency shall run with the life of the development order, unless otherwise noted in Subsection 7.05.02, Reservation of Capacities.

7.05.04. *Cease and continuance.* If a public facility to be provided by an applicant is not available at the time of the development's impacts, further development shall cease until all required public facilities are constructed. If a public facility to be provided by an applicant is included in a binding contract, but the construction is behind schedule, development may continue, but no releases for final electrical service or certificates of occupancy shall be issued until the facility has been accepted or approved by the City. If, however, a public facility is to be provided by the City and is not completed on time, development may continue within the conditions in the development order; provided, however, that certificates of occupancy or releases for final electrical service shall not be issued until potable water, sanitary sewer, and solid waste capacities are available.

Sec. 7.06. - Phasing of Vested Development.

A. Developments which have been granted development rights or have been determined to be vested shall be required by the Land Use Administrator to enter into a development agreement, if a similar

agreement has not been previously entered, which development agreement sets forth a reasonable schedule for the completion of development and, accordingly, the impacts upon public facilities.

B. Development agreements for vested developments should be entered prior to the preconstruction conference being held.

C. Each development phase shall begin on the date the preconstruction conference is held and shall terminate upon the issuance of a certificate of completion relating to a defined part of the overall development plan. The preconstruction conference for a subsequent phase must occur within two years of the issuance of the certificate of completion of the prior phase in order to retain vested status.

D. No phased development, except for Development of Regional Impacts, may have a build-out schedule exceeding 20 years.

Sec. 7.07. - Proportionate Share Program.

7.07.01. *Purpose and intent.* The purpose of this section is to establish a method to mitigate the impacts of development on transportation facilities by the cooperative efforts of the public and private sectors, and shall be known as the Proportionate Share Program.

7.07.02. *Applicability.* The Proportionate-Share Program shall apply to all developments in the City that impact a road segment or intersection in the Concurrency Management System, including transportation facilities maintained by Florida Department of Transportation or another jurisdiction that are relied upon for concurrency review, and that have been notified that a failure to achieve transportation concurrency on a roadway segment, segments, or intersection(s) exists. The Proportionate-Share Program does not apply to developments meeting the de minimis standards under F.S. § 163.3180 or to developments exempted from concurrency.

7.07.03. *General requirements.*

A. An applicant may propose satisfying the transportation concurrency requirements of the City by making a proportionate -share contribution, pursuant to the following requirements:

1. The proposed development is consistent with the Comprehensive Plan and this Land Development Code.

2. The 5-year Capital Improvement Program includes transportation improvement(s) that, upon completion, will mitigate additional traffic generated by the proposed development, as determined by the Land Use Administrator, and in accordance with the proportionate -share statute.

B. The Land Use Administrator may determine to allow an applicant to satisfy transportation concurrency through the Proportionate -Share Program by contributing to an improvement that, upon completion, will mitigate the impact of additional traffic generated by the proposed development, as projected by City staff, using best available data and methodologies, but is not contained in the Capital Improvement Program, where one of the following apply:

1. The City adopts, by resolution or ordinance, a commitment to add the improvements to the next 5-year Capital Improvement Program no later than the next regular update. To qualify for consideration under this section, the proposed improvement must be reviewed by the Land Use Administrator and must be determined to be financially feasible. "Financially feasible" means that additional developer contributions, payments, or other funding sources are anticipated during a period not to exceed ten years, to fully mitigate the specified impact(s) on the identified transportation facility or facilities and in accordance with the proportionate -share statute.

2. If the Land Use Administrator determines that the funds in the Capital Improvement Program are insufficient to fully fund construction of a transportation improvement required by the Concurrency Management System, then a proportionate -share payment may be required for another improvement which will, as determined by the Land Use Administrator,

significantly benefit the impacted transportation system. The improvement or improvements funded by the proportionate -share component shall be adopted into the next 5-year Capital Improvement Program at the next annual Capital Improvement Element update.

C. Any improvement project proposed to meet the developer's -share obligation must meet generally accepted design standards applicable for the Florida Department of Transportation maintained roadways and/or City maintained roadways, whichever is applicable.

7.07.04. *Application process.*

A. The Land Use Administrator shall notify an applicant in writing if a failure to satisfy transportation concurrency requirements occurs. Upon receipt of such notice, an applicant may submit a proposed proportionate -share calculation to the Land Use Administrator for review.

B. Pursuant to F.S. § 163.3180 , proposed proportionate-share mitigation for development impacts to facilities on the Strategic Intermodal System requires the concurrence of the Florida Department of Transportation. Improvements to non-Strategic Intermodal System Florida Department of Transportation maintained roadways shall likewise require Florida Department of Transportation review and approval.

C. The Land Use Administrator shall determine whether a proportionate -share calculation is sufficient and eligible and is consistent with professionally accepted engineering practices. Upon a finding of sufficiency, a proportionate-share agreement will be prepared between the City and the applicant. The agreement shall include, but not be limited to, the amount of payment, description of work, estimated construction costs using the projected future cost of the improvement (at the time payment is due) and data, and the timing of payment. All proportionate-share agreements are subject to approval by the City Council.

7.07.05. *Determining proportionate -share obligation.*

A. Proportionate share mitigation for concurrency impacts may include, but are not limited to, separately or collectively, private funds, contributions of land, and construction or contribution of transportation improvements.

B. A development shall be required to pay only its proportionate share. The calculated value of the proportionate share mitigation for the impacted transportation facilities shall not differ regardless of the method of mitigation.

C. The methodology used to calculate an applicant's proportionate share obligation shall be as provided for in F.S. § 163.3180, as follows:

Proportionate Share = Σ[[(Development Trips;sub*sub;)/(SV Increase;sub*\sub;)] x Cost;sub*sub;]-Impact Fee Credits*

Where:

Development Trips = those trips from the development that are assigned to roadway segment i and have triggered a deficiency per the Concurrency Management System;

SV Increase = Service volume increase provided by the eligible improvement to roadway segment i;

Cost = Adjusted cost of the improvement to segment i. Cost shall be based on the most recent cost and market data and shall include all improvements and associated costs, such as design, right-of-way acquisition, stormwater ponds, planning, engineering, inspection, and physical development costs directly associated with construction at the anticipated cost in the year it will be incurred;

Impact Fee Credits = Used where applicable. More specifically, impact fee credits for the proportionate share obligation will be determined when the transportation impact fee

obligation is calculated for the proposed development. Impact fees owed by the applicant will be reduced based on the Proportionate Share Agreement as they become due, according to this Code. If the applicant's proportionate share obligation is less than the development's anticipated road impact fee for the specific stage or phase of the development under review, then the applicant or its successor must pay the remaining impact fee amount to the City pursuant to the requirements of the impact fee code. Any impact fee paid in excess of the impact fee obligation for the proposed development may be applied to the calculated proportionate-share amount.

D. *For the purposes of determining proportionate-share obligations, the Land Use Administrator shall determine improvement costs based upon the projected future cost of the improvement, as obtained from the Capital Improvement Program or another method approved by the Land Use Administrator. Cost for Florida Department of Transportation facilities shall be based upon Florida Department of Transportation cost estimates.*

E. *The City may accept rights-of-way dedication for all, or a portion of, the proportionate share payment. Credit for the dedication of the non-site related right-of-way shall be assigned a value by Land Use Administrator or, at the option of the applicant, by market value established by an independent appraisal approved by the Land Use Administrator prepared at no expense to the City.*

1. *At the option of the applicant, the reimbursement is to be based on either the assessed value of the proffered land, based on the most recent appraisal by the Flagler County Property Appraiser, or the market value of the land, as determined by a certified property appraiser hired and paid for by the applicant. If the latter option is chosen and the City rejects the applicant's appraisal, the City may hire and pay for a second appraiser to appraise the property. If either party rejects the second appraisal, a third appraisal may be performed by an appraiser chosen by the first and second appraisers, the costs of which are to be shared equally by the City and the applicant. The third appraisal is binding to both parties. All appraisals must be consistent with generally accepted appraisal techniques, and the date of valuation must be the proposed date of transfer to the City.*

2. *The applicant shall supply to the City, a survey and legal description of the land and a certificate of title search of the land at no expense to the City. If the estimated value of the right-of-way dedication proposed by the applicant is less than the City estimated total proportionate share obligation for that development, then the applicant shall also pay or provide for mitigation of the difference.*

7.07.06. Impact fee credit for proportionate share mitigation.

A. Transportation impact fees shall be applied as a credit against proportionate share mitigation only if the proposed improvement is on the list of approved projects in the current 5-year Capital Improvement Program, or as amended by the next regular update, or in the first five years of the current 10-year Capital Improvement Program and the City's impact fee program. Credits may also be given to proposed improvement that will be incorporated into the next, or following, 5-year Capital Improvement Program. Impact fee credits shall be calculated at the same time as the applicant's proportionate-share obligation is calculated.

B. Any transportation impact fee credit based upon proportionate share contributions for a proposed development cannot be transferred to any other parcel or parcels of real property within the City.

7.07.07. *Appropriation of share revenues.*

A. Proportionate share revenues shall be placed in the appropriate project account for funding of scheduled improvements in the Capital Improvement Program.

B. In the event a scheduled facility improvement is removed from the Capital Improvement Program, then the revenues collected for its construction may be applied toward the construction of another improvement within that same corridor that would mitigate the impacts of development.

7.07.08. *Additional programs.* The City may utilize any program relating to concurrency as may be permitted by state law.

(Ord. No. 2009-26, § 45, 12-15-09)

Footnotes:

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Editor's note— Ord. No. 2018-24 , § 2, adopted Nov. 6, 2018, repealed ch. 9 and enacted new provisions to read as herein set out. Former ch. 9, §§ 9.01—9.07, pertained to similar subject matter, and derived from Ord. No. 2009-26, §§ 46—48, adopted Dec. 15, 2009.

Sec. 9.01. - General provisions.

9.01.01. *Purpose and intent.* The purpose of this section is to set forth engineering design regulations for residential and nonresidential uses as required in this Land Development Code. This section sets forth uniform regulations, requirements, and procedures to protect the health, safety, and welfare of the citizens and to assure quality of life to the citizens of the City. The Land Use Administrator may adopt technical manuals that relate to technical requirements pertaining to the City's water, wastewater, reclaimed water, drainage, street, and other systems.

9.01.02. *Applicability.* The design and construction requirements shall apply to:

A. Nonresidential and residential subdivision projects (applies to subdivisions with private or public roadway dedications);

B. Nonresidential and residential construction projects; and

C. City and other public agency owned projects.

9.01.03. *General requirements.*

A. *Utility lines.*

1. Utility lines for all new development projects shall be installed underground. Switchgear, pumps, transformers, and other appurtenances shall be allowed aboveground, but shall be shielded with landscaping as required in this Land Development Code. Connections from distribution lines, mains, and collectors in the public or utility rights-of-way or easements shall be placed underground.

2. All redevelopment projects shall relocate existing on-site overhead utility lines underground, within project limits. The Land Use Administrator may allow exceptions to this requirement if it is determined that such relocation is not feasible based upon the unique configuration of the real property.

3. For all new private and public development projects, underground communications conduit(s) shall be installed in accordance with City standards.

B. *Traffic control devices.* All traffic control devices shall meet the more stringent requirements of all of the following using the latest edition or publication: 1) the Manual on Uniform Traffic Control Devices, 2) Florida Department of Transportation Standard Technical Specifications for Road and Bridge Construction, 3) Florida Highway Administration Standard Highway Signs, and 4) Florida Department of Transportation Traffic Engineering Manual.

9.01.04. *Construction plans submittal requirements.*

A. Construction Plans and Calculations shall be prepared, signed, and sealed by a Florida Licensed Professional Engineer or other Licensed Professional qualified in the appropriate field for which the Construction Plans and Calculations are prepared. Plans and calculations shall be submitted for review in accordance with the City's Development Review Process.

B. The City shall establish submittal checklists relating to the required contents of all Development Review submittals. The checklists shall establish minimum requirements for the contents of Construction Plan and Design Document submittals. Additional information may be requested if

the City believes the information is reasonably necessary in support of drainage analysis; including maps, charts, tables, graphs, photographs, narrative descriptions, additional calculations, explanations, and citations to support references as deemed appropriate to communicate the required information for reasonable evaluation of the site.

C. Grading and drainage plans shall include existing and proposed contours at one-foot (min.) intervals with spot elevations as needed for clarity and to adequately depict drainage patterns.

D. Topographic survey for half of right-of-way adjacent to project for full length of frontage, including existing driveways and right-of-way intersections within 100 feet of site, showing drainage structures, signage, and utilities.

E. Section views of all proposed retention/detention ponds, swales, berms, etc. showing 25-year stormwater elevation and top of bank elevation.

F. Construction details for all proposed manholes, inlets, and other stormwater control structures.

G. Location, size, length, and elevations of all proposed piping systems and related control structures.

H. Erosion control plans shall be on a separate sheet with existing and proposed contours.

I. Legends shown with all abbreviations and symbols identified.

J. Copies of permits from all regulatory agencies having jurisdiction over the project (prior to commencement of construction).

K. Phasing of development. The phasing of development is allowed as part of approval of a site plan or a Subdivision Preliminary Plat in accordance with the following standards:

1. Phasing of approved development shall be in keeping with an approved phasing plat that shows phase boundaries and describes included development and improvements.

2. Each phase shall be designed and constructed to include all improvements and other aspects of development necessary to meet all requirements of the Code and all other applicable regulations. Each phase shall require a site development permit.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.02. - Platting requirements.

9.02.01. *Purpose.* The purpose of this section is to establish requirements for the subdivision of land in the City and to ensure compliance with F.S. Ch. 177 .

9.02.02. *Subdivision design standards.* In addition to the requirements stated in other sections of this Code, subdivisions shall be designed according to the following:

A. *Lots.* All lots shall conform to the dimensional, yard, and building setback requirements of the applicable zoning district development standards. In addition, the following requirements shall apply:

1. *Width.* Lots fronting on a curve (ie. cul de sac) shall have a minimum street frontage of 20 feet. The minimum lot width shall be measured at the front setback line. Corner lots shall be 15 percent greater in width than the minimum required width of interior lots.

2. *Depth.*

a. Corner lots shall be deep enough to accommodate the two required front yard setbacks.

b. Flag lots are prohibited.

3. *Orientation.* Residential lots shall be designed so vehicular ingress and egress to/from those individual lots is not provided from abutting limited access roadways or arterials.

B. *Permanent reference markers.* A registered land surveyor shall install permanent reference monuments, permanent control points, and state plane coordinates in accordance with State laws and professional standards. These must be inspected by the second party surveyor to certify they have been set in the field prior to final plat approval or recording of the mylar.

9.02.03. *Easements.*

A. *Drainage easements.*

1. Drainage easements of a width required for conveying and maintaining an adequate storm drainage system shall be provided. Minimum width for piped systems shall be 10 feet plus the pipe diameter plus 2 feet for each foot of depth below grade to the bottom of the pipe, and 15 feet for open channels plus channel width, measured from top of bank to top of bank. Where deemed necessary by the Land Use Administrator or designee, additional easements and increased width may be required along waterways, natural watercourses, canals, and drainage ways.

2. Whenever a subdivision lies wholly or partly in any area for which the City has adopted a drainage plan, and is traversed by a natural or designed watercourse for which such plan requires a drainage easement or right-of-way, such easement or right-of-way shall be set forth on the preliminary and final plat and shall be dedicated to the City for public use.

B. [*Stormwater storage facilities.*] Stormwater storage facilities shall be constructed to provide adequate access for maintenance. An access and maintenance easement of ten feet around the perimeter of wet ponds and five feet around the perimeter of dry ponds, measured from top of bank, shall be provided for detention facilities. Maximum grade for maintenance easement shall be ten percent. Easements for stormwater facilities shall be given to the City. The City may but is not obligated to inspect and maintain the facility and bill the development for the work done. Stormwater management facilities, as defined, such as ponds, lakes are prohibited to be included in a platted lot.

C. [*Stormwater management systems.*] Stormwater management systems must be designed to accommodate maintenance equipment access and to facilitate regular operational maintenance (such as underdrain replacement, unclogging filters, sediment removal, mowing, and vegetation control).

D. *Utility easements.* Utility easements for both underground and aboveground facilities shall be provided where required by the Land Use Administrator. Such easements shall have a minimum width of ten feet and shall normally be laid out on property lines. In all cases, such easements shall be dedicated to the perpetual use of the public. Where lots abut along a common property line, the easement may be centered along said common property line.

E. *Pedestrian paths and sidewalk easements.* Pedestrian easements or walkways shall be provided through the interior of lots where such easements are required by the Land Use Administrator. Pedestrian easements shall be at least eight feet wide, or walkway width plus two feet, whichever is greater, and shall be laid out along the side or rear property lines. In all cases, such easements shall be dedicated to the perpetual use of the public.

F. *Private easements.* Private easements (or spite strips) between the road and the subdivision boundary or between subdivision boundaries shall not be permitted unless conditions are established under which the adjacent parcel can be connected to the road or adjacent property.

G. *Easements and right-of-way maintenance.* The City will maintain only those easements, rights-of-way, and public sites which it accepts for maintenance.

H. *Vacation of easements.* An easement may be vacated by a replat of the plat in which the easement was dedicated, or via a resolution of the City Council, based on the best interests of

the public. The only easements eligible for vacation by resolution are easements which have been previously dedicated and accepted, such as with the approval of a plat. The applicant must submit recommendation letters from utility companies; and a survey and legal description of the area to be vacated; and must show that the easement should be vacated due to utility reroute, non-use of the easement, or that the easement is no longer needed for public purposes. The City can vacate only "public" easements located within the City which are dedicated to the City or to the public. Upon receipt of a vacation request, the City Clerk will publish a notice of public hearing, and shall notify property owners within the block where the easement is located of the public hearing by certified mail, return receipt requested. In addition, the applicant must post the notice at each end of the easement to be vacated, not less than 14 days prior to the public hearing. An affidavit of proof of posting must be submitted to the City Clerk not less than seven days prior to the hearing.

9.02.04. *Plat approval.* Prior to the City approval of a final plat, the developer must submit all required documents, recording costs, fees and provide a cost estimate as outlined in 9.02.05.A.1.

9.02.05. *Surety for subdivisions and site plan construction projects.* To ensure completion of public infrastructure improvements that are required as part of an approved site plan or final plat (E.g., streets, sidewalks, stormwater management facilities, potable water facilities, wastewater facilities, and streetlights), the developer shall execute performance and maintenance sureties that guarantee the required improvements against all defects in workmanship and materials, including failure to construct or to continue to construct in accordance with approved plans and specifications.

A. *Performance surety.*

1. *Plat and site plan performance surety amount.* A plat or site plan surety must be in the form of a cash bond, performance bond, or irrevocable letter of credit. The cost estimate amount of the surety shall be based on 120 percent of the sum of the following costs, as certified under seal by the project engineer of record:

   a. Required subdivision infrastructure improvements costs.

   b. Costs of all required improvements relating to road right-of-way.

   c. Costs of all required off-site infrastructure improvements.

   The amount of surety is subject to approval by the Land Use Administrator.

2. *Performance surety release.* The performance surety will remain in full effect until action is initiated in writing by the applicant and action has been taken by the city for the release.

B. *Maintenance surety.*

1. *Plats and site plans with public improvements maintenance surety.* A maintenance surety for public improvements shall be submitted upon release of the performance surety. The maintenance surety provides a guarantee that the required improvements were completed without defects in workmanship and materials. The term of this guarantee shall be one year from the date of acceptance, unless the Land Use Administrator specifies a longer time frame.

2. *Maintenance surety amount.* The amount of the maintenance surety shall be based on 20 percent of the entire actual/present day costs of construction, including the costs of materials and labor for installing the required public infrastructure improvements. Actual costs for installing required public infrastructure improvements shall be itemized by improvement type as certified under seal by the project engineer of record, and subject to approval by the Land Use Administrator.

3. *Maintenance surety release.* The maintenance surety will remain in full effect until action is initiated in writing by the applicant and action has been taken by the city for the release.

9.02.06. *Compliance with design requirements.* All land development improvements shall comply with all the requirements of this Land Development Code, including those which contain design and construction information for the following:

A. Horizontal and vertical dimensional design requirements.

B. Roadway, parking, and vehicle access ways.

C. Pedestrian pathways, sidewalks, and recreational trails.

D. Storm drainage, potable water, reclaimed water, and sanitary sewer infrastructure improvements.

E. Clearing, earthwork, and grading.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.03. - Construction and inspection requirements.

9.03.01. *Purpose.*

A. The purpose of this section is to establish requirements for the inspection of the construction of all site development improvements on both residential and non-residential projects. The construction inspection procedures set forth in this chapter and in the City Technical Standards Manual ensure conformity of construction with approved development orders, this Land Development Code, and any conditions of approval.

B. Separate construction inspection requirements for water and sewer improvements are established in Part II of this chapter. Inspections shall be performed as required by the Land Use Administrator.

9.03.02. *Commencement of construction.* Commencement of construction or disturbance of land of any type is prohibited unless:

A. A final development order is issued in conjunction with a site development permit or applicable building permits;

B. All requisite federal, state, county, and City site work permits for the project are obtained. Certification by the engineer of record, along with copies of all required permits, may be required by the Land Use Administrator.

C. A preconstruction meeting for the project is scheduled and held with the City, unless deemed unnecessary by the Land Use Administrator.

9.03.03. Commencement of construction on early start residential projects (as covered under F.S. 177.073) and/or early start nonresidential projects is prohibited unless:

A. A final development order is issued in conjunction with an early start site development permit.

B. FEDP water certification or partial certification for the project are obtained. Certification by the engineer of record is required.

C. All required city related checklist items are obtained.

9.03.04. *Types of inspections.*

A. The following construction inspections shall be held during the course of the construction of the project infrastructure:

1. Scheduled mandatory key checkpoint inspections.

2. Scheduled or requested minor inspections and field conferences.

3. Unscheduled site visits and inspections.
4. Stormwater Pollution Prevention Plan (SWPPP) Inspections.
5. All other inspections required by the governing contract for a specific project.
6. Scheduled final inspection for punch list work.
7. Scheduled re-inspection of punch list work.
8. Scheduled final inspection walkthrough, as required prior to the developer submitting a request for the following:
    a. Release of surety and acceptance by City of a maintenance bond.
    b. Acknowledgement of completion of required subdivision improvements to allow final plat recordation.
    c. Acceptance of roadways dedicated to the City.

9.03.05. *Privately owned bridges.* Privately owned bridges shall meet the design, construction, inspection, maintenance, and reporting criteria in accordance with the Florida Department of Transportation and federal standards.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.04. - Stormwater management requirements.

9.04.01. *Purpose.* The purposes of the stormwater management requirements are:

A. To provide for design criteria and construction requirements to achieve effective stormwater management.

B. To minimize adverse impacts of land development and related construction activities to property, environmentally sensitive areas, water bodies, and other natural resources.

C. To improve the public health, safety, and welfare by providing for the safe and efficient capture and conveyance of stormwater runoff.

D. To encourage and facilitate urban water resources management techniques including, but not limited to, the retention/detention of stormwater runoff and the enhancement of the environment.

E. To promote low impact development alternative designs and prevent loss of life and/or property due to flooding.

9.04.02. *Activities requiring a permit.* A St. Johns River Water Management District Environmental Resource Permit (ERP) is required for construction, operation, and maintenance of a stormwater management system that serves a project meeting any of the following thresholds:

A. Any project in, on, or over wetlands or other surface waters;

B. A total of more than 4,000 square feet of impervious or semi-impervious surface area subject to vehicular traffic;

C. A total of more than 9,000 square feet of impervious and semi-impervious surface area;

D. A total project area of more than five acres;

E. A capability of impounding more than 40-acre-feet of water;

F. Any dam having a height of more than ten feet, as measured from the lowest elevation of the downstream toe to the dam crest;

G. Any project that is part of a larger common plan of development or sale;

H. Any dry storage facility storing ten or more vessels that is functionally associated with a boat launching area; and

I. Any modification or alteration of a project previously permitted under pt. IV of ch. 373 , F.S.

9.04.03. *Minimum design standards and performance criteria.*

A. Design and Performance Criteria for Stormwater Management Systems shall meet the requirements as outlined in St. Johns River Water Management District (SJRWMD) Regulations, contained in the Applicant's Handbook Volume II (AH Vol II).

B. The Stormwater Management Plan shall, at a minimum, address the following:

1. Impacts to adjacent and downstream stormwater collection, conveyance, and storage systems resulting from increased runoff rate and/or volume from the project site.

2. Impacts to adjacent and upstream runoff contributing areas that may be hydrologically or hydraulically connected to the project.

3. Impacts to adjacent and downstream areas resulting from sediments and other pollutants that may be carried by stormwater runoff during and after construction.

4. Impacts to "Special Flood Hazard Areas" or "Volume Sensitive" areas associated with the project.

C. Stormwater Treatment and Attenuation.

1. Projects that discharge runoff to downstream areas that are not volume sensitive and have adequate capacity to accept and convey stormwater runoff from the project site without increasing flood levels shall limit developed peak runoff rates to pre-developed runoff rates for the five-year, 24-hour and 25-year, 24-hour design storm events.

2. Projects that discharge runoff to downstream areas that are volume sensitive or do not have adequate capacity to accept and convey stormwater runoff from the project site without increasing flood elevations shall provide detention for the 25-year, 96-hour discharge volume for developed conditions, such that the volume released from the project during the critical time period is not greater than the volume released during pre-developed conditions.

3. Projects that contribute to the City of Palm Coast Master Stormwater Management System, as defined in the Palm Coast Comprehensive Land Use Plan (CLUP) Volume 3, shall also be designed and constructed to limit developed runoff rates to pre-developed rates for the 100-year, 24-hour design storm event.

4. Projects that are constructed in phases shall meet the minimum design standards for each phase. No phase shall be dependent upon the construction of a future phase in order to meet these requirements.

5. Pond top of bank elevation shall be a minimum of twelve (12) inches above the maximum design storm elevation.

6. The Land Use Administrator (LUA) shall have the right to exempt any project from Section 9.04.03.C.1. and 2. above that discharges directly into the Intracoastal Waterway or Atlantic Ocean.

7. Stormwater system analysis shall include Pre-Development and Post-Development runoff hydrographs; routing the Post-Development runoff hydrographs through the stormwater storage system; and sizing of the storage system and discharge control structure(s) to meet the minimum requirements of this section. Stormwater discharge computations shall include storm frequency, storm duration, rainfall amount, rainfall distribution, hydrologic soil conditions, runoff coefficients, pond stage, storage, and discharge, changes in land use cover and slope conditions, off-site runoff contributing areas, time of concentration, tailwater

conditions, and any other changes in hydraulic, hydrologic, and topographic characteristics associated with the development.

8. Control devices that are designed to contain more than two-foot depth of water within the structure during the design storm and have openings greater than one-foot minimum dimension shall be restricted from public access.

9. All stormwater basin side slopes shall be stabilized by either vegetation or other biodegradable materials to minimize erosion and sedimentation of the basins.

10. Wet detention stormwater management systems shall provide a littoral zone in accordance with AH Vol II.

D. Soils Investigations.

1. A geotechnical report, prepared by a licensed engineer or other professional authorized to perform such work under Florida Statutes, shall be submitted for stormwater storage facilities, systems, or open channels used as a dry retention/detention facility designed to contain standing water for less than 72 hours after the occurrence of a rainfall event, or using infiltration to meet the requirements of this Code. The report shall contain a soil boring log, boring locations, and any parameters that may affect the design or recovery of the facility including, but not limited to: estimated seasonal high water table, hydraulic conductivity, and locations of confining layers.

2. For dry retention systems, soil borings shall be of sufficient depth to determine the wet season high water table and the permeability of the soils.

E. Water shall not be diverted into a natural buffer area for retention purposes where such water level change will adversely affect the health or survivability of retained trees.

F. It is presumed that the lowering of the water table for the purpose of constructing detention/retention basins and for the purpose of permanently protecting road construction does not conflict with this Land Development Code if all of the following are met:

1. The development is permitted by the St. Johns River Water Management District and the City;

2. The lowering of the water table has no adverse effect on wetlands and surface waters as defined in 62-340, F.A.C.; and

3. The lowering of the water table does not increase flows to the detriment of neighboring lands.

G. Where stormwater and other waters drain from lands outside the City, facilities within the City shall be designed in accordance with this Land Development Code, as if the entire area being drained was within the City.

9.04.04. *Limiting conditions.*

A. Before any offsite discharge from the stormwater management system occurs, the retention and detention storage must be excavated to rough grade prior to building construction or placement of impervious surface within the area served by those systems. Adequate measures must be taken to prevent siltation of these treatment systems, and control structures during construction or siltation must be removed prior to final grading and stabilization.

B. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with Section 9.04.06. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management

practices as necessary, in accordance with Section 9.04.06. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

C. The stormwater management system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of the site infrastructure. The system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the stormwater management system to another responsible entity.

D. If the permitted stormwater management system was designed by a registered professional, within 15 days of providing the required as-built certification to the St. Johns River Water Management District, or 45 days after completion of the stormwater system (whichever occurs first), the permittee must submit to the City a copy of Water Management District Form No. 62-330.310 (1) (As Built Certification By a Registered Professional), signed and sealed by an appropriate professional registered in the State of Florida.

E. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.

9.04.05. *Collection and conveyance.*

A. Stormwater collection and conveyance systems shall be designed, as a minimum, to convey runoff resulting from the ten-year, 24-hour storm event. Collector roadway cross drains shall also be designed to convey the ten-year, 24-hour storm event.

B. Temporary roadway flooding shall not exceed an elevation that would permit flood water encroachment of more than one-half of a travel lane at the lowest elevation on the centerline profile of a roadway for the 25-year, 24-hour storm. Full recovery and use of the roadway must be available at the end of the design storm event.

C. Stormwater systems serving parking lots, or other non-residential property, shall be designed to collect and convey all stormwater flows into and through the system without creating adverse impacts to adjacent properties. The system shall recover from temporary ponding such that use of the parking area is available at the end of the storm event.

D. Minimum allowable pipe size for stormwater systems located within the City of Palm Coast right-of-way shall be 15 inches.

E. Design storm frequency for open channels shall be as follows:

1. Local roadway swales and ditches; ten-year storm event.
2. Collector roadway swales and ditches; ten-year storm event.
3. Outfall ditches and canals; 25-year storm event.

9.04.06. *Erosion and sediment control.*

A. Erosion and sediment control Best Management Practices (BMPs) shall be used during construction to retain sediment and turbidity on-site. These management practices shall be designed and certified by an appropriate licensed professional experienced in the fields of soil conservation or sediment/turbidity control according to specific site conditions, and shall be shown on the plans for the stormwater management system. The Permittee shall have a licensed professional provide the contractor, as part of the Erosion and Sediment Control Plan or Stormwater Pollution Prevention Plan (SWPPP), information pertaining to the construction, operation, and maintenance of the erosion and sediment/turbidity control BMPs.

B. Best Management Practices shall be designed in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (July 2013 or latest edition), and the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual (FDEP October 2018 or

latest edition), as both are amended, and shall be shown on the "Grading and Drainage Plan" or on a separate "Erosion Control Plan".

C. Any sedimentation leaving the site or impacting adjacent areas shall be halted immediately and the adjacent areas restored to pre-existing conditions. Restoration efforts shall be coordinated with FDEP or SJRWMD, as appropriate, to ensure that the restorative activities are consistent with the Statewide Environmental Resource Permitting (SWERP) rules.

D. All areas disturbed by authorized construction activities shall be sodded, hydro-seeded and mulched, or protected by other appropriate erosion control measures. Banks or berms having a 3:1 slope or steeper shall be sodded.

1. Within City ROW only sod shall be accepted along slopes.

E. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has temporarily or permanently ceased.

F. Damage to private land, public rights-of-way, or other property shall be repaired prior to issuance of a certificate of occupancy or permit final. In case of damage to private property or to public rights-of-way, it shall be the joint and severable responsibilities of the permittee and contractor to make repairs as directed by the Land Use Administrator or designee.

9.04.07. *National Pollutant Discharge Elimination System Stormwater Program.*

A. The National Pollutant Discharge Elimination System (NPDES) Stormwater Program regulates construction activities that disturb one or more acres of land and discharge stormwater to surface waters of the state or into a Municipal Separate Storm Sewer System (MS4). An MS4 is a conveyance or system of conveyances such as roads with stormwater systems, municipal streets, catch basins, curbs, gutters, ditches, constructed channels, or storm drains. If a project is less than one acre, but part of a larger common plan of development or sale that will ultimately disturb one or more acres, permit coverage is also required.

B. NPDES Construction Generic Permit (CGP).

1. The operator is ultimately responsible for obtaining permit coverage and implementing appropriate pollution prevention techniques to minimize erosion and sedimentation from stormwater discharges during construction. The operator is the entity with sufficient authority to ensure compliance with the permit requirements. Typically, the operator is the owner, developer, or general contractor.

2. For construction projects where the operator changes, the new operator should obtain permit coverage at least two days before assuming control of the project, and the previous operator should file an NPDES Stormwater Notice of Termination (FDEP Form 62-621.300[6]) within 14 days of relinquishing control of the project to a new operator. The previous operator must meet the conditions to terminate coverage in accordance with Part VIII of the CGP.

C. Obtaining Coverage under the CGP.

1. Obtain and carefully read the CGP (available online at the Florida Department of Environmental Protection Website).

2. Develop a site specific SWPPP.

3. Complete in its entirety the application or Notice of Intent (NOI) (FDEP Form 62-621.300[4][b]).

4. Submit the NOI with the appropriate processing fee to the NPDES Stormwater Notices Center (Do not submit plans or a copy of the SWPPP when applying for coverage).

5. Provide a copy of the SWPPP and approved NOI to the City of Palm Coast (MS4 Operator).
6. Operators seeking coverage under the CGP must apply for permit coverage at least two days before construction begins.

D. SWPPP contents.

1. The SWPPP must identify potential sources of pollution that may reasonably be expected to affect the quality of stormwater discharge associated with construction activity. In addition, the plan shall describe and ensure the implementation of BMPs that will be used to reduce the pollutants in stormwater discharge associated with construction activity and ensure compliance with the terms and conditions of the permit.
2. The SWPPP must be developed before an NOI is filed in order to receive CGP coverage, and must meet or exceed FDEP requirements. Also, beginning on the first day of construction activities, the SWPPP must be available at the location identified in the NOI.

   If the location on the NOI is not at the construction site, a copy shall be provided to the City as well as any inspection forms completed as part of the SWPPP.
3. A SWPPP should consist of a narrative and a site map. The CGP also requires a certification statement to be signed by the operator. The SWPPP must be developed and implemented for each construction site covered by the generic permit and must be prepared in accordance with good engineering practices.
4. The narrative report shall include a site description and, at a minimum, the following information about the site:
   a. Description of the construction activity;
   b. Intended sequence of major soil-disturbing activities;
   c. Total area of the site and total disturbance area;
   d. Description of the soils and estimate of the size of the drainage area for each discharge point;
   e. Latitude and longitude of each discharge point and the name of the receiving water for each discharge point; and
   f. Site map indicating drainage patterns and slopes, areas of soil disturbance, undisturbed areas, locations of BMPs, stabilization areas, surface waters/wetlands, and discharge points.
5. Each plan must include a description of the appropriate controls, BMPs, and measures that will be implemented at the construction site. The plan must clearly describe for each major soil-disturbing activity the appropriate control measures and the timing for implementing these measures.
6. The plan shall also identify and ensure the implementation of appropriate pollution prevention and treatment measures for non-stormwater components of the discharge.
7. The preparer of the SWPPP or responsible authority must sign and date the following certification statement as part of the SWPPP:

   "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for

submitting false information. These include the possibility of fine and imprisonment for knowing violations."

8. Contractor Certification Requirement: All contractors and subcontractors identified in the SWPPP, or those selected at a later date, must sign and date the following certification statement before conducting land disturbing activities on the site:

   "I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared there under."

9. A copy of the NOI or acknowledgment letter from FDEP confirming coverage must be posted at the construction site in a prominent place for viewing (such as alongside the building permit).

E. Retention of records. The permittee shall retain copies of the SWPPP and all reports required by the CGP, and records of all data used to complete the NOI to be covered by the CGP, for at least three years from the date that the site is finally stabilized. The permittee shall retain a copy of the SWPPP and all reports, records, and documentation required by the CGP at the construction site, or an appropriate alternative location as specified in the NOI, from the date of project initiation to the date of final stabilization.

F. Notice of termination (N.O.T.). Upon completion of the project and final stabilization, the permittee should submit a completed N.O.T. to the NPDES Stormwater Notices Center and the City of Palm Coast. The elimination of stormwater discharges associated with construction activity means that all disturbed soils at the site have been finally stabilized and temporary erosion and sediment control have been removed, or will be removed at an appropriate time.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.05. - Stormwater discharge pollutant control.

9.05.01. *Enforcement.*

A. All persons in violation of this regulation shall remedy such violations immediately. All persons in violation shall, in addition to all other required remedial actions, upon detection or written notification by the City, provide a written response outlining the temporary and permanent measures that will be taken to correct the violation and a proposed schedule for completion of the corrective measures. All such proposals for corrective action are subject to the approval of the Land Use Administrator.

B. The Land Use Administrator or designee is authorized to issue a notice of violation in the form of a written official notices hand delivered, sent by certified mail, and/or posted to the property to the person(s) believed to be responsible for the violation or the owner of the property from, or on which, the violation is believed to be occurring. Specific activities and operations may be ordered to cease based upon the following conditions:

   1. In a situation that may have a serious effect on the health, safety or welfare of the public or the environment, including the quality of stormwater in the City's MS4; or

   2. When irreversible or irreparable harm may result, in the reasonable opinion of the Land Use Administrator, and immediate cessation of the activity is necessary to protect the quality of the stormwater in the City's MS4, or to protect the public or the environment.

C. Should any person responsible for a violation of this regulation fail to take the remedial action as required by the City, the City shall take such remedial action, and all costs incurred by the City

shall be the responsibility of the person or persons responsible for the violation, and the City may record a lien against the personal and real property of the violator to recover said costs and to collect all fines and penalties imposed.

D. In addition to the remedies provided herein, the City may make application to a court of competent jurisdiction for injunctive relief to restrain any person from violating or continuing to violate the provisions of this regulation. In addition, the City may also seek entry of a court order requiring restoration and mitigation of any impacted facilities, land or waters, and may request any other appropriate legal remedy, including reimbursement of court costs. The City shall be entitled to an award of attorney's fees in prosecuting such actions, together with all attorney's fees and costs on appeal.

E. Any fines or other funds received as a result of enforcement action under this regulation and which are not used for the specific purposes enumerated herein shall be deposited into the stormwater utility fund.

F. The City may also use the City's Code Enforcement process to enforce violations.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.06. - Land modification of platted residential lots.

9.06.01. *Clearing and earthwork.*

A. With proper permits, the City allows the modification of land for purposes such as grading, filling, excavation, unsuitable soils removal, and certain tree removal on vacant residential lots as set forth in Chapter 11, prior to the issuance of a building permit. The only exception is for vacant single-family residential property, where "vacant" is defined as land that is in a natural vegetated state, or land that has been cleared of such vegetation but contains no impervious area. Persons desiring to modify a residential lot prior to the issuance of a building permit must apply for and obtain a Right-of-Way Access and Lot Grading Permit, and shall be subject to the following general permit conditions:

1. The lot, if vacant of any structures, must be directly adjacent to a lot with a permitted structure and both lots shall be under the same ownership.
2. Prior to performing any work, a copy of the permit shall be posted on the site.
3. If wetlands or endangered species are discovered, additional requirements may be imposed by the City to protect natural resources.
4. A time limit of four months shall be allowed from the date the permit was issued until the work is completed. When the work is completed, a final inspection shall be requested by the applicant. If the work is not completed within four months, the City will monitor the site and may initiate code enforcement procedures. Passing the final inspection shall mean that the work is complete.
5. The owner shall preserve trees and vegetation in accordance with the tree preservation requirements set forth in Chapter 11.
6. After completion of the work, the owner of the property shall request a final inspection from the City, which will confirm if the clearing was completed in accordance with the permits.
7. Prior to the final inspection the following shall be completed:
   a. Swales shall be graded to the proper grade and cross section.
   b.

c. All disturbed areas of the site and public road right-of-way shall be stabilized with vegetation. All rights-of-way and any areas subject to erosion shall be sodded in accordance with the Florida Department of Transportation Design Standards.

d. All tree barricades, silt fences, and construction debris shall be removed from the site or adjacent sites, if present.

e. Repair of all road damage associated with permitted work shall be jointly and severally the responsibility of the property owner and permittee, and shall be completed prior to the completion or expiration of the permit.

f. Replacement trees, if required, shall be planted.

B. Vacant lots are exempt from this permit if the lot is only to be cleared by hand cutting of non-protected trees and removal of existing vegetation. This includes mitigation type mowing for wildfire control/mitigation. This exemption only pertains to platted single-family residential lots and not adjacent reserve parcels, unplatted lands, or stand-alone lots of any type.

9.06.02. *Construction on platted residential lots.*

A. Residential dwelling units, other structures, and surrounding site work on platted single-family residential lots, shall be designed and constructed in conformance with this Land Development Code. Property owners or their agents shall obtain a building permit from the City prior to the construction of any aboveground or underground structure.

B. In addition to a building permit, a Right-of-Way Access Permit shall be obtained from the City.

C. This article should be used in conjunction with all applicable sections of the City of Palm Coast's Technical Manual.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.07. - Utilities.

9.07.01. *Purpose.* The requirements and regulations contained in this section are established to ensure the adequate provision of potable water (water), fire protection/suppression, sanitary sewer (wastewater), and reclaimed water facilities necessary to:

A. Meet City level of service requirements;

B. Provide adequate service capacities for individual projects; and

C. Meet the requirements of other related codes and standards adopted by the federal, state, City, or regional agencies.

9.07.02. *General requirements.*

A. *Connection to the City utility system.* Unless specifically allowed otherwise herein, all water, fire protection/suppression, sanitary sewer, and reclaimed water improvements shall be designed to connect to the City's central utility systems.

B. *Construction standards.* The design and construction of facilities for providing water, fire protection/suppression, sanitary sewer, and reclaimed water shall comply with City standards and state regulations.

C. *Private potable wells.* The City will allow the use of individual potable water wells if approved by the St. Johns River Water Management District. However, for all new development that requires site plan or subdivision approval that is within one mile of central service, the development shall be required to connect to the central service. For development that does not require site plan or subdivision approval, the development shall be required to connect to the potable water system

if central service is available within 150 feet of the lot line. In the event that central service is not available in either instance, the development shall be required to connect within one year from the date that central service becomes available.

D. *Private non-potable wells.* Irrigation systems and swimming pools may be served by a separate private water supply system provided that no interconnection of any kind occurs between the private system and the public utility system, its water mains, the utility's water service line, the customer's water service line, a building's potable water plumbing pipes, or any pipe or line connection or extension, and then only if reclaimed water service is not available. If and when available on the property, reclaimed water shall be used for all appropriate uses. The design, permitting, construction, and use of this type of well shall comply with the most current regulations of the Flagler County Health Department, the Florida Department of Environmental Protection, and the St. Johns River Water Management District, as appropriate.

9.07.03. *Potable water system.*

A. *Conditions precedent to water services.*

1. Water service may be activated if all permit conditions of the Florida Department of Environmental Protection are completed and the water distribution system has been approved and accepted by the City.

2. Except where otherwise permitted, all new development shall connect to the City's potable water system. New development shall pay all impact, installation, and line extension fees prior to the issuance of building permits or the initiation of service.

B. *Required meters.*

1. All residential facilities shall have individual meters for each dwelling unit unless a master meter installation is approved by the City in a utility agreement.

2. The property owner shall keep meter sites readily accessible with a minimum four feet of clearance around the meter/backflow assembly for meter reading and maintenance.

C. *Water mains location/sizing.*

1. Trunk lines shall have a pipe diameter meeting minimum requirements for fire flow and user consumption based on Florida Department of Environmental Protection regulations and standard engineering practices. Water mains shall be located within a public right-of-way or within a corridor (private rights-of-way) approved by the Land Use Administrator. All mains to which fire hydrants are connected shall be a minimum of six inches in diameter and in conformance with National Fire Protection Association (NFPA) standards. In no case shall a water main be smaller than four inches. To the maximum extent feasible, distribution lines shall be located parallel to and behind the back of the curb or edge of the pavement. Water mains shall be located to minimize conflicts with other utilities and existing or proposed structures.

2. All new development service lines and appurtenances thereto shall be installed and all costs shall be paid by the applicant. Upon construction completion and acceptance of the system, it shall be the design engineer's responsibility to ensure that the system is properly certified and accepted by the Florida Department of Environmental Protection, and that certified "as-built" drawings, consisting of one signed and sealed set of plansare provided to the City in accordance with City standards. Under no circumstance shall the system be activated by anyone other than the Land Use Administrator.

D. *Booster pumps/fire protection systems.* It is prohibited and unlawful to modify or connect any booster pump or fire protection system to the City's potable water distribution system or to any water distribution system to which the City supplies water, except for consecutive public water systems, without the express written permission of the Land Use Administrator.

1. Any person planning to connect or modify any booster pump or fire protection system shall submit a detailed plan prepared by a Florida professional engineer to the Land Use Administrator for review and approval.

2. After submission of a detailed plan for connection or modification, the Land Use Administrator may approve the plan, with or without specified conditions or modifications, or reject the plan.

E. *Potable water backflow prevention devices.* All new construction shall have installed, on all potable water and fire prevention system lines, a backflow prevention device acceptable to Florida Department of Environmental Protection and of a size and design determined to be appropriate by the Land Use Administrator. All residential construction shall have a double-check device that shall be supplied and installed by the City at the owner's expense. All commercial lines two inches or smaller shall have a reduced pressure zone backflow preventer installed by the City at the owner's expense. All commercial or industrial construction lines larger than two inches shall have a reduced pressure zone backflow preventer or double-check detector/device (fire line only). The City approved device shall be installed at the owner's expense by a licensed contractor, inspected by the City, and certified by a licensed and certified backflow prevention technician or a certified City backflow prevention technician. All backflow prevention devices shall be installed and maintained in accordance with City standards.

F. *Fire line devices.* All fire line devices shall be installed and certified by a licensed fire protection contractor. The device shall be installed at a location determined by the Land Use Administrator. Where the device must be installed on private property, the location is subject to approval by the property owner. Backflow prevention devices on fire lines must be UL (Underwriters Laboratories) listed for fire protection systems. Backflow preventers shall be installed and maintained in accordance with City standards.

G. *Cross connections and interconnections.* It is unlawful for any person to cause a cross connection with the City's potable water system, reclaimed water system, wastewater system, or raw water system. All service connections shall comply with the City standards.

H. *Connection/temporary connection.*

1. The owner of each lot or parcel of land within the City proposed for occupancy for any use shall cause such building, structure, or use to be connected to the public water distribution system of the City, and shall use such facilities at the same time as a certificate of occupancy is issued, or sooner, with prior approval by the City.

2. For temporary connection to the City water system for construction not involving new lines, a metered connection to a fire hydrant may be permitted. The meter and backflow preventer shall be supplied by the City and the user must comply with City standards.

I. *Utility line extensions—Service line extensions.* Service line extension requests shall be submitted to the Land Use Administrator for approval. If approved, the applicant may proceed with the installation of the service line extension after coordinating installation with the Land Use Administrator. All costs associated with the utility line or service line extension shall be the applicant's responsibility. All work and connections shall be performed by a Florida licensed contractor licensed to perform underground utility work.

J. *Utility main extension reimbursement policy.*

1. Procedure for the utility main extension reimbursement policy. In the event that any person or developer is required by the City to extend water, sewer, or reclaimed water lines or increase line size to a size larger than the minimum line size required for that development's needs, that person or developer may request reimbursement for the additional cost of such extension or increased line size in accordance with the following procedures:

a. Engineering drawings and design calculations shall be submitted to the Land Use Administrator indicating the size and location of the proposed lines or the

appurtenances thereto. The submittal shall also include preliminary cost estimates showing the cost difference for construction of the proposed oversize main versus the cost for the minimum size main that would be required to serve the parcel or development in accordance with the City's design standards.

b. The Land Use Administrator shall review the entire submittal and shall make a determination of the eligibility of the proposal for reimbursement, based on the conformity of the proposed improvements with City standards and with the criteria established in Section 9.06.03.C.

c. The City may enter into an agreement for reimbursement with the person making the submittal based on a finding that the trunk line(s) and appurtenances thereto comply with City standards. The agreement between the City and the person or developer will, at a minimum, include timeframes and conditions of reimbursement. The trunk line(s) and appurtenances are required to be appropriately sized and located. Adequate water and sewer treatment plant capacity must exist for the area anticipated to be served.

9.07.04. *Sanitary sewer systems, industrial wastes, and low pressure effluent pumping system.*

A. *Conditions precedent to wastewater service.* Wastewater service will be available only after all permit conditions of the Florida Department of Environmental Protection are complied with and the wastewater collection system has been approved and accepted by the City.

B. *Wastewater connection required.*

1. Except where otherwise permitted, all new development shall connect to the City's sewer system, as required by state law. New development shall pay all impact, installation, and line extension fees prior to the issuance of building permits or the initiation of service.

2. If the City sewer system is available as defined by law, all existing development is required to connect within one year from the date of notice of system availability. The owner of the property shall pay for all connection impact, installation and line extension fees.

3. Upon agreement by the City, and approval of the Department of Health, connection to the City sewer system may be deferred until it is deemed in the public interest to make connection mandatory due to financial or public health considerations.

4. The City may refuse wastewater from any lot or parcel of land upon which there is located any institutional, commercial, or industrial plant, building, or premises that does not comply fully with City standards; or that does not utilize City water; or that does not supply proper metering of its wastewater.

5. The discharge of wastewater into the City sanitary sewer system from air conditioning/heating units is prohibited.

C. *Wastewater design and inspection.*

1. The developer shall install house or site service connections. Each property connected to the sanitary sewer system shall have a cleanout or manhole located at the property line for cleaning the service from the cleanout to the sanitary main.

2. It is prohibited and unlawful to enter the City sewer system or appurtenance thereto, or make any connections thereto without the approval of the Land Use Administrator. It is unlawful for any person to tap, cut, or in any way use any line, branch, or part of the City sewer collection or sewage treatment facilities without such approval.

3. The Land Use Administrator, as a condition of the City providing utility service, shall be permitted to enter upon all properties for the purpose of inspection, observations, measurement, sampling, and testing.

D. *Lift (pumping) stations.* All lift stations to be dedicated to the City for ownership and maintenance shall conform to the requirements of this section and City standards and shall be designed as submersible stations.

1. Prior to the construction of a lift station, the applicant's engineer shall submit construction drawings and design calculations for review and approval by the City.

2. All lift stations shall be dedicated by a fee simple interest conveyance to the City for ownership and maintenance responsibility, unless otherwise approved by the Land Use Administrator.

3. Lift station sites shall have unimpeded access for emergency maintenance vehicles and shall restrict access to the wet well, valve vault, and electric control panel to prevent entry by unauthorized individuals.

E. *Industrial waste pretreatment and disposal.*

1. Generators of industrial waste that are deposited into the City sanitary sewer shall comply with the pretreatment and disposal requirements of the City.

2. All users shall comply with Florida Department of Environmental Protection permit conditions and any other applicable federal and state regulations to which the Publicly Owned Treatment Works are subject.

3. All pretreatment and disposal systems and appurtenances shall be designed to meet all applicable requirements of the Florida Department of Environmental Protection, Flagler County Health Department, and the City, to prevent the introduction of pollutants into the sanitary sewer system which will interfere with the proper functioning of the system or cause or contribute to the contamination of receiving waters or the atmosphere.

9.07.05. *On-site wastewater treatment/disposal systems.* On-site wastewater treatment may be permitted by the City only in the EST-1, EST-2, and AGR Districts and in conformity to this section.

A. *Permit required.* A septic tank permit shall be obtained from the Flagler County Health Department prior to the issuance of a building permit. However, a building permit shall not be issued for the construction of such facility unless consistent with the Comprehensive Plan and this Land Development Code.

B. *Design and performance standards.*

1. A copy of the permit received from the Flagler County Health Department and all related information or documentation shall be submitted to the City.

2. Individual wastewater treatment/disposal systems, such as septic tanks, shall be located in an area that can be incorporated into a central sewer system when available. Systems shall be constructed and operated to ensure that they, either on an individual or cumulative basis, will not adversely impact public health or natural resources or cause undue expense to the City.

3. On-site wastewater treatment is prohibited in areas served by centralized wastewater treatment. Where septic tank use is permitted, septic tank systems shall be installed in conformance with the Flagler County Health Department requirements. Development shall be prohibited unless an alternative on-site disposal system (e.g., package-type wastewater treatment plant) is determined by the Land Use Administrator to be sufficiently effective to prevent degradation of adjacent surface waters or groundwater by the Florida Department of Environmental Protection, Flagler County Health Department, and the City, and provisions for the plant's eventual retirement and connection of the development to the central sanitary sewer system are adequate and binding.

4. The installation of on-site sewage disposal and treatment systems on sites one acre or less is prohibited. Sites greater than one acre of contiguous upland area in areas designated as

Greenbelt on the City's Future Land Use Map that are served by municipal potable water service may be served by on-site sewage disposal systems if site environmental factors are appropriately addressed and the systems are installed in accordance with all applicable state and local regulations. If public potable water supply service is not available, the minimum site for the installation of on-site sewage disposal systems shall be two acres.

9.07.06. *Interim "package-type" wastewater treatment facilities.* The use of interim or package-type wastewater treatment facilities shall be subject to approval by the City Council based on an agreement that specifically provides for the eventual transition to City facilities. These facilities shall meet the following design and performance standards.

A. Small package-type wastewater treatment plants, as defined below, shall not be permitted in areas where improper levels of treatment and/or inadequate effluent disposal may result in adverse impacts on water or other natural resources (e.g., groundwater aquifers and surface water systems), unless the plant's owner provides sufficient financial resources or surety for the City to assume responsibility for operating and maintaining the collection, treatment, and effluent disposal components in compliance with regulatory requirements and standards. The following minimum criteria and procedures shall be adhered to in the implementation of this Code:

1. Small package-type wastewater treatment plants are defined as prefabricated and component assembled plants of 100,000 gallons or less per day of treatment capacity, or any plant which is considered or identified to be of an interim nature.

2. The location and siting of such facilities shall be limited to areas where improperly treated effluent shall not adversely impact the quality of regional water resources by lateral surface/subsurface flow or by percolation.

3. Existing package-type or interim wastewater treatment plants currently meeting treatment and effluent quality standards may continue to be operated if the facility is being properly operated and maintained and wastewater treatment and effluent standards are continually being met.

4. Measures shall be undertaken to assure the provision of financial resources by wastewater treatment plant owners to adequately cover the costs of rehabilitating, operating, and maintaining each wastewater treatment and disposal facility, and of connection to regional facilities, if applicable, at the appropriate time.

B. Interim or package-type wastewater treatment facilities shall connect to the municipal sanitary sewer system when the access to the system becomes available. The following criteria and procedures shall be adhered to in the implementation of this standard:

1. Package-type or interim wastewater treatment plants currently meeting treatment and effluent quality standards may continue to operate if:

   a. The facility is properly operated and maintained and wastewater treatment and effluent standards are satisfactorily met; and

   b. The facility is phased out at the option of the City, without cost to the City, and connected to the City system when sufficient capacity is available.

2. When a private facility is phased out and connected to the City sewer system, all costs of connection to the central system and discontinuing the interim use is the obligation of the owner of the private facility.

C. Where soil conditions permit, an interim package treatment plant may be permitted if:

1. Sewer lines and lift stations are constructed to City standards;

2. Impact fees for future connections to the City system are paid or a surety is provided; and

3. The developer agrees to discontinue operation of the package plant and connect to the City system, when available.

D. Existing development with central wastewater treatment shall connect to the City system as soon as possible after the City system is available or if the existing system is found to have deficiencies that are likely to create a serious health or pollution problem. Property owners shall pay the impact fee and connection fee then in effect.

9.07.07. *Reclaimed water systems.* Reclaimed water system construction and materials shall comply with City standards.

A. *Conditions precedent to reclaimed water services.* Reclaimed water service shall be activated only after all permit conditions of the Florida Department of Environmental Protection are completed and the reclaimed water distribution system has been approved and accepted by the City.

B. *Compliance with state regulations.* In the operation and use of the City's reclaimed water system, the City and all users shall at all times comply with all applicable regulations of the Florida Department of Environmental Protection relative to the reuse of reclaimed water.

C. *Design and performance standards.* All reclaimed water systems shall meet applicable requirements of the Florida Department of Environmental Protection and the City.

D. *Connection permit required.* It is prohibited and unlawful to connect to any public reclaimed water main or appurtenance without prior approval from the Land Use Administrator and the acquisition of all required state and local permits.

E. *Reclaimed water lines.* All new developments shall provide a reclaimed water system for irrigation purposes, unless otherwise approved by the Land Use Administrator.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.08. - Outdoor lighting requirements.

9.08.01. *Purpose.* This section provides specific development requirements to regulate outdoor lighting in order to provide for sufficient lighting levels to meet use needs, but to reduce or prevent light pollution and light disturbance. Reducing or preventing light pollution means, to the extent reasonably possible, ensuring the reduction or prevention of glare and light trespass, the conservation of energy and the promotion of safety and security.

9.08.02. *Approved materials and methods of installation.* The provisions of this section are not intended to prevent the use of any material or method of installation not specifically proscribed by this section, if any such alternate has been specifically approved. The Land Use Administrator may approve any such alternate if the proposed design, material, or method:

A. Provides approximate equivalence to the specific requirements of this section; or

B. Is otherwise satisfactory and complies with the intent of this section.

9.08.03. *Shielding and filtering.* All outdoor light fixtures shall be fully shielded as required in this section. All outdoor light fixtures required to be filtered by this section shall have glass, acrylic, or translucent enclosures (quartz glass does not meet this requirement).

9.08.04. *Requirements for shielding and filtering.* The requirements for shielding and filtering light emissions from outdoor light fixtures are set forth in the following table:

Table 9-1: Requirements for Shielding and Filtering

Fixture Lamp Type	Shielded	Filtered
Low Pressure Sodium	None	None
High Pressure Sodium	Fully	None
Metal Halide	Fully	Yes
Fluorescent	Fully	Yes
Quartz	Fully	None
Incandescent Greater than 160 W	Fully	None
Incandescent 160 W or less	None	None
Mercury Vapor	Not permitted	Not permitted
Glass Tubes filled with Neon, Argon, Krypton	None	None

9.08.05. *Parking lot lighting.* General exterior lighting shall provide adequate illumination to safely guide vehicles and pedestrians into, out of, and within a site, and deter vandalism. Exterior lighting sources shall render colors faithfully so that pedestrians and vehicle operators are able to distinguish colors and differentiate objects within their field of vision and be arranged so as to eliminate on-site glare and spillover onto adjacent properties, public streets, and highways.

A. *Plan required.* An illumination plan prepared by a Florida licensed professional engineer and/or certified professional with expertise in the field of illumination shall be submitted for each parking facility. Each parking facility shall meet the pedestrian security requirements as set forth in Section 4 of IESNA - RP-20-14 Lighting for Parking Facilities, 2014 or current edition. Such plan shall comply with all requirements as outlined in this section.

B. *Full cutoff light fixtures.* Luminaires shall be designed to ensure that no candela occurs at or above an angle of 90 degrees above the horizontal plane (nadir). This applies to all lateral angles around the luminaire. Such candela information shall be determined by a photometric test report (plan) from the lighting contractor. Any structural part of the luminary for all types of lighting providing cutoff angle shielding shall be permanently attached, except that accent uplighting for trees and building walls may be allowed to exceed the 90-degree angle plane, subject to review and approval by the Land Use Administrator if determined to provide an equivalent public benefit.

C. *Shielding requirement.* Lighting shall be designed to prevent direct glare, light spillage, and hazardous interference with automotive, aircraft, and pedestrian traffic on adjacent streets and on all adjacent properties.

D. *Design requirement.*

1. The maximum height of light poles in areas other than pedestrian areas shall be 35 feet, including the base. Light poles exceeding 35 feet in height shall not be allowed unless approved through a special exception use order or development agreement. For pedestrian areas, the maximum height of a light pole shall be 16 feet, including the base.
2. Fixtures shall be designed as integral design elements that complement the design of a development through style or by blending into the landscape material. Bright colors such as primary and secondary colors including, but not limited to, white, are prohibited for light pole uses.
3. Light poles shall not be placed in required parking lot landscape islands of less than 500 square feet or anywhere else on the site where they will conflict with existing or proposed shade trees. Light pole locations shall be depicted on all sets of site plans to ensure no conflicts between utilities and landscaping.
4. Full lighting details shall be supplied for light fixtures (to include lumens and wattage), poles, and photometric plans.

9.08.06. *Roadways.* All new development abutting or containing public or private roadways shall provide street lighting within those roadways meeting the following requirements:

A. *Installation.* All infrastructure associated with lighting shall be installed; including, but not limited to, pole boxes, conduits, etc.; concurrent with the development.

B. *Plan required.* An illumination plan prepared by an expert in the field of illumination shall be submitted for each roadway segment that is adjacent to the proposed development and required by the Land Use Administrator to be illuminated. The illumination requirements for roadway facilities shall meet the more stringent standards set forth in American National Standards Institute, Illuminating Engineering Society of North America (ANSI/IESNA) RP-8-00 (R2005) and Florida Department of Transportation Standards (latest editions). Such plan shall comply with all requirements as outlined in this section.

C. *Full cutoff light fixtures.* Luminaires shall be designed to ensure that no candela occurs at or above an angle of 90 degrees above the horizontal plane (nadir). This applies to all lateral angles around the luminaire. Such candela information shall be determined by a photometric test report (plan) from the lighting contractor. Any structural part of the luminary for all types of lighting providing cutoff angle shielding shall be permanently attached, except that accent uplighting for trees and building walls may be allowed to exceed the 90-degree angle plane, subject to review and approval by the Land Use Administrator if the lighting is determined to provide an equivalent public benefit. All light fixtures shall be standard fixture types as determined by the City.

D. *Shielding requirements.* Lighting shall be designed to prevent direct glare, light spillage, and hazardous interference with automotive, aircraft, and pedestrian traffic on adjacent streets and on all adjacent properties.

E. *Design requirements.*

1. Light pole locations shall be depicted on all sets of the plans to ensure that no conflicts exist between proposed utilities and proposed landscaping.
2. Full lighting details shall be supplied for light fixtures (to include lumens and wattage), poles, and photometric plans.

9.08.07. *Prohibitions.*

A. *Outdoor building, landscaping, and signs.* The unshielded outdoor illumination of any building or landscaping is prohibited except for incandescent fixtures with lamps of 100 watts or less.

B. *Mercury vapor.* The installation of mercury vapor fixtures is prohibited.

9.08.08. *Exemptions.*

A. *Nonconforming fixtures.* Outdoor light fixtures installed prior to August 19, 2008 are exempt from the provisions of this section; provided, however, that no change in use, replacement, structural alteration, or restoration of outdoor light fixtures may be made unless it thereafter conforms to the provisions of this section.

B. *Ornamental lighting.* Ornamental street lighting is exempt from the provisions of this section and is a permitted lighting installation.

C. *Construction and emergency lighting.* Lighting necessary for construction or emergencies is exempt from the provisions of this section if temporary and discontinued immediately upon the completion of the construction work or abatement of the emergency necessitating said lighting.

D. *Searchlights.* The use of searchlights is prohibited unless a permit specifying conditions is issued by the Land Use Administrator.

E. *Request for exemption.* Any person may submit a written request for an exemption from the requirements of this section. The request for exemption shall be submitted in writing to the Land Use Administrator and shall contain the following information:

1. Specific exemption requested.
2. Type and use of exterior light involved.
3. Duration of time for requested exemption.
4. Type of lamp and calculated lumens.
5. Total wattage of lamp or lamps.
6. Sketch to scale showing location of proposed exterior light.
7. Previous exemptions granted, if any.
8. Physical size of exterior light and type of shielding provided.
9. Any additional information required to make a reasonable evaluation of the request for exemption.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 10.01. - Wetland Resources.

10.01.01. *Purpose and intent.* The purpose of this section is to ensure the protection of high-quality wetland systems in a manner consistent with the resource protection guidelines adopted in the City's Comprehensive Plan and existing state regulatory standards. In addition, it is the City's intent to maintain the sustainability of high-quality wetland corridors.

10.01.02. *Exempt activities.* The following activities or uses within wetlands or required upland buffers adjacent to wetlands are exempt from the provisions of this section:

A. Construction of single-family residential units within existing, recorded subdivisions where adjoining street and drainage improvements have been constructed.

B. Construction of hiking trails, walking paths, observation decks, and other similar facilities related to passive recreational activities.

C. Manual clearing with hand tools of vegetation (no stump removal or soil disturbance) from an area of less than ten percent of a wetland or required upland buffers adjacent to a wetland located on a single parcel. Utilizing this exemption does not relieve the applicant from meeting all applicable regulations listed in Chapter 11.

D. Bona fide agricultural uses that follow best management practices established by the Florida Department of Agriculture and Consumer Services.

E. Bona fide fire line control activities that follow best management practices established by the Florida Department of Agriculture and Consumer Services.

F. Silviculture activities, which follow the best management practices, outlined in the publication entitled, "Silviculture Best Management Practices Manual", Florida Department of Agriculture and Consumer Services, Division of Forestry and as outlined in Chapter 62-330.0511 FAC, as amended.

G. Bona fide, approved, mosquito control activities conducted by a government-approved agency provided it is in strict conformity with the requirements as set forth in F.S. chs. 482 and 487 , and Rules 5E-2 and 5E-9, Florida Administrative Code.

H. Utility facilities including crossings, easements, or rights-of-way that are related to generation, distribution, collection, transmission, or conveyance of the utility service to its customers.

I. Custodial maintenance activities of stormwater management systems.

J. Authorized activities with approved Florida Department of Environmental Protection, St. Johns River Water Management District, or US Army Corps of Engineers permit(s) for wetland restoration, enhancement, monitoring, or mitigation activities.

K. The installation of driveways to single-family residential units within existing recorded subdivisions where wetland crossings provide the only physical or legal access point, and provided that the wetland crossing maintains the existing wetland hydrologic connections and that best management practices are in place during construction activities to minimize wetland impacts.

L. Activities qualifying for and obtaining a Notice of General Permit through the joint environmental resource permitting application are considered de minimis alterations and not subject to the permitting or buffering requirements of this LDC.

M. Wetland impacts associated with access to a permissible use or a linear project if an alternative analysis for avoidance and minimization has been approved. This exemption also applies to Florida Department of Transportation public transportation projects.

N. Activities that qualify for and obtain a State Programmatic General Permit (federal authorization delegated to the state) are considered de minimis alterations and not subject to the permitting or buffering requirements of this LDC.

O. Activities determined to be de minimis under the Florida Statutes.

10.01.03. *Wetland identification.*

A. *Methodology.* Wetlands shall be delineated pursuant to the methodology contained in the Florida Administrative Code Chapter 62-340 or the Pre-Henderson Wetland Delineation Methodology (F.S. § 373.421 (7)). Wetlands may consist of, but are not limited to, forested swamps, sloughs, freshwater and tidal marshes, and wet prairies.

B. *Exempt from regulation.* This section shall not be construed to regulate roadside ditches, conveyance swales, utility related drainage features, or stormwater management systems.

C. *Qualifications for wetland delineation.* All state jurisdictional wetlands shall be field delineated by a Qualified Environmental Professional and surveyed by a Florida registered land surveyor for illustration on all plans submitted to the City for subdivision, site plan review, or rezoning applications.

10.01.04. *Measures to avoid or minimize wetland impacts.* The applicant must consider practicable design modifications that will reduce or eliminate adverse impacts to wetlands and other surface waters. The term "modification" shall not be construed as including the alternative of failing to implement the stormwater management system in some form, nor shall it be construed as requiring a project that is significantly different in type or function. A proposed modification that is not technically capable of being constructed, or is not economically viable, or which adversely affects public safety through endangerment of lives or property is not considered "practicable." To receive City approval, a stormwater management system cannot cause a net adverse impact on wetland functions and other surface water functions, unless it is offset by mitigation in accordance with the requirements established by state law.

10.01.05. *Wetland impact report required.*

A. Except as otherwise provided herein, the applicant shall demonstrate consistency with the category requirements in Table 10-1 as follows:

Table 10-1: Wetland Impact Analysis Report Requirements

Requirement in Application Package	**Optimal Wetland**	**Moderate** Wetland (1)	**Minimal** Wetland (1)
Wetland Impact Analysis	YES	YES	YES
Alternatives analysis for avoidance and minimization	YES	YES	NO
Assurance of 'no net loss of wetland functions' for the wetland system(s) located on the project site	YES	NO	NO
Compensatory mitigation within the City's geographic boundary is preferred. However, mitigation shall occur within the same hydrologic basin per St. Johns River Water Management District, or as consistent with the Florida Administrative Code (2)	YES	YES	YES
A copy of all requisite federal and/or state wetland permits	YES	YES	YES

(1) Wetland Impacts regulated by St. Johns River Water Management District, the Florida Department of Environmental Protection, or Army Corp of Engineers

(2) In accordance with F.S. § 373.4135 , as amended, the City shall not deny the use of a mitigation bank or off-site regional mitigation due to its location outside of City jurisdiction.

B. Category wetlands are described as follows:

1. *Optimal wetlands*—Named wetland systems associated with surface water bodies and/or a wetland quality assessment methodology score between 0.71 and 1.0.

2. *Moderate wetlands*—Wetland quality assessment methodology score between 0.41 and 0.70

3. *Minimal wetlands*—Wetland quality assessment methodology score between 0.0 and 0.40

10.01.06. *Submittal requirements for wetland impact analysis report.* The City shall require a wetland impact analysis report for projects that are proposed to impact state jurisdictional wetlands. The wetland impact analysis report shall be submitted during the subdivision and site plan process for evaluation. The wetland impact analysis report shall be completed by a Florida qualified environmental professional and shall include, but not be limited to:

A. A description of all waterbodies, watercourses, and wetlands on-site and a general description of wetlands immediately adjacent to the site to allow an assessment of wetland impacts.

B. A map of the entire contiguous natural systems including the on-site wetland systems, based on the Florida Land Use Cover Classification System.

C. The existing environmental, soil, and hydrologic conditions of the site.

D. The proposed wetland impact site to be evaluated pursuant to the City's wetland quality assessment methodology. If the results of the wetland quality assessment methodology are deemed unsatisfactory by City staff, the City may require, at the applicant's expense, an additional wetland quality assessment methodology from another qualified environmental professional.

E. A map or site plan depicting on-site wetlands, wetlands proposed for impacts, roads, easements, stormwater facilities, buffers, building location, and other on-site facilities or structures.

F. An alternative site plan analysis consistent with City standards for avoidance and minimization of wetland impacts, where applicable, which illustrates that wetland impacts have been avoided and/or minimized to the greatest extent practicable through project design modifications.

G. A demonstration that the level of function provided to fish and wildlife and listed species by the subject wetland(s), including water quality of the receiving waters, will not be adversely affected.

H. Report must be completed within 5 years of submittal or must have a valid formal wetland determination through appropriate agencies. An updated delineation report can be requested if the site has been altered since the delineation in such ways, such as but not limited to clearing and altered water flow.

10.01.07. *Permitted activities and requirements.* Once the requirements of this section have been met, wetland impacts for moderate and minimal quality wetlands and associated mitigation activities shall be governed by the St. Johns River Water Management District, the Army Corp of Engineers, or the Florida Department of Environmental Protection, as applicable. A St. Johns River Water Management District, the Army Corp of Engineers, and/or Florida Department of Environmental Protection permit shall be prima facie evidence of compliance with this section. No net loss of wetland function shall be permitted for each optimal wetland system located in the City.

10.01.08. *Buffers.*

A. *Natural upland buffers.* A natural upland buffer, with an average width of 50 feet, but no less than 25 feet, shall be provided adjacent to and surrounding optimal wetlands; and a buffer with an average width of 25 feet, but no less than 15 feet, shall be provided adjacent to moderate and minimal wetlands.

1. Upland buffers adjacent to wetlands shall consist of natural upland habitats that can provide for the various life functions of wetland dependent wildlife.

2. Upland buffers adjacent to wetlands shall not be altered except as exempted by Subsection 10.01.02. Wetland buffers shall be protected from erosion and sedimentation during construction activities by installing and maintaining silt fence or turbidity barrier 1 foot landward from upland buffer or permitted wetlands impacts. A double row of silt fence, spaced at least 3 feet apart, shall be installed on any upland buffer or wetland that falls under categories below:

a. Is protected by conservation FLUM or Preservation Zoning.

b. Is within a conservation easement

c. Is a high-quality wetland as determined by 10.01.05.B

As an alternative, a reinforced silt fence may be used in lieu of double row silt fence.

B. *Activities permitted within a buffer.* Activities or construction, which does not have an adverse effect on the natural function of the wetland buffer, may be permitted within the buffer. The activities or construction include, but are not limited to, pruning, planting of suitable native vegetation, removal of exotic and nuisance plant species, construction of minor drainage structures such as outfall pipes and outfall structures , , construction of elevated boardwalks, docks, piers, passive recreation such as at grade pervious hiking trails.

10.01.09. Unpermitted Impacts to wetlands or upland buffers during construction. In the absence of an appropriate wetland permit(s), development related activities shall not cause the diminishing of quality or destruction of Wetlands in contravention of applicable federal and state laws, rules, or regulations. Should wetlands exist on the subject property, all development activities that might negatively affect that wetlands shall cease. The applicant shall notify the City, FDEP, SJRWMD, and ACOE, to the extent required by law, if wetlands are determined to be on site. Property shall be developed in full compliance with all applicable laws, rules, and regulations. Upland Buffers and wetlands shall be maintained in their natural vegetated condition. Native vegetation removed or destroyed within the Upland Buffer or wetlands in violation of this Code shall be restored. These areas shall be replanted with comparable native vegetative species as were removed or destroyed.

Sec. 10.02 - Floodplain Management.

10.02.01 *Administration.*

A. *General.* These regulations shall be known as the Floodplain Management Ordinance of the City of Palm Coast, hereinafter referred to as "this article."

B. *Scope.* The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

10.02.02 *Reserved.*

10.02.03 *Intent.*

A. *[Purposes.]* The purposes of this article and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

1. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
2. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
3. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
4. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
5. Minimize damage to public and private facilities and utilities;
6. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
7. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
8. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

B. *Coordination with the Florida Building Code.* This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

C. *Warning.* The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guarantee of vested use, existing use, or future use is implied or expressed by compliance with this article.

D. *Disclaimer of liability.* This article shall not create liability on the part of City Council of the City of Palm Coast or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

10.02.04 *Applicability.*

A. *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

B. *Areas to which this article applies.* This article shall apply to all flood hazard areas within the City of Palm Coast as established in Section 10.02.04.C of this article.

C. *Basis for establishing flood hazard areas.* The Flood Insurance Study for Flagler County, Florida and Incorporated Areas dated June 6, 2018 and any subsequent revisions, and the

accompanying Flood Insurance Rate Maps (FIRM), are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City of Palm Coast Community Development Department, 160 Lake Avenue, Palm Coast, Florida 32164.

D. *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to Section 10.02.07 of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the Floodplain Administrator indicates that ground elevations:

1. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as a flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.

2. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

E. *Other laws.* The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

F. *Abrogation and greater restrictions.* This article supersedes any article in effect for management and development in flood hazard areas. However, it is not intended to repeal or abrogate any other provisions of existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between these regulations and any other regulation, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.

G. *Interpretation.* In the interpretation and application of this article, all provisions shall be:

1. Considered as minimum requirements;

2. Liberally construed in favor of the governing body; and

3. Deemed neither to limit nor repeal any other powers granted under state statutes.

10.02.05 *Duties and powers of the Floodplain Administrator.*

A. *Designation.* The Land Use Administrator is designated the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

B. *General.* The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this article. The Floodplain Administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies, and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to Section 10.02.09 of this article.

C. *Applications and permits.* The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

1. Review applications and plans to determine whether proposed development will be located in flood hazard areas;

2. Review applications for modifications of any existing development in flood hazard areas for compliance with the requirements of this article;

3. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
4. Provide available flood elevation and flood hazard information;
5. Determine whether additional flood hazard data shall be obtained from other sources which shall be developed by an applicant;
6. Review applications to determine whether proposed development will be reasonably safe from flooding;
7. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
8. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.

D. Substantial improvements and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

1. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before the repairs are made;
2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
3. Determine and document whether the proposed work constitutes substantial improvements or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement"; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage";
4. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this article is required.

E. *Modifications of the strict application of the requirements of the Florida Building Code.* The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 10.02.09 of this article.

F. *Notices and orders.* The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.

G. *Inspections.* The Floodplain Administrator shall make the required inspections as specified in Section 10.02.08 of this article for development that is not subject to the Florida Building Code,

including buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

H. *Other duties of the Floodplain Administrator.* The Floodplain Administrator shall have other duties, including but not limited to:

1. In coordination with the Building Official, review all permits for construction within the Special Flood Hazard Areas to ensure that the proposed project meets the flood resistant construction requirements of the Florida Building Code, including elevation requirements;

2. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 10.02.05.D of this article;

3. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

4. Require applicants, who submit hydrologic and hydraulic engineering analyses to support permit applications, to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;

5. Review required design certifications and documentation of elevations specified by this article and the Florida Building Code to determine that such certifications and documentations are complete. Elevation certificates shall be provided at three stages, 1) construction drawings, 2) building under construction, and 3) finished construction;

6. Notify the Federal Emergency Management Agency (FEMA) when the corporate boundaries of the City of Palm Coast are modified; and

7. Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

I. *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at City of Palm Coast.

10.02.06 *Permits.*

A. *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures

and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

B. *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

C. *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:

1. Railroads and ancillary facilities associated with the railroad.
2. Nonresidential farm buildings on farms, as provided in F.S. § 604.50 .
3. Temporary buildings or sheds used exclusively for construction purposes.
4. Mobile or modular structures used as temporary offices.
5. Those structures or facilities of electric utilities, as defined in F.S. § 366.02 , which are directly involved in the generation, transmission, or distribution of electricity.
6. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
7. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site, and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
8. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
9. Structures identified in F.S. § 553.73 (10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.

D. *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the City of Palm Coast. The information provided shall:

1. Identify and describe the development to be covered by the permit or approval.
2. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
3. Indicate the use and occupancy for which the proposed development is intended.
4. Be accompanied by a site plan or construction documents as specified in Section 10.04.07.
5. State the valuation of the proposed work.
6. Be signed by the applicant or the applicant's authorized agent.

7. Give such other data and information as required by the Floodplain Administrator.

E. *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of this community. The issuance shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

F. *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

G. *Suspension or revocation.* The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of the City.

H. *Other permits.* Floodplain development permits and building permits shall include a condition or disclaimer that all other applicable state or federal permits be obtained by the applicant before commencement of the permitted development. Such permits may include but not limited to the following:

1. The St. Johns Water Management District; F.S. § 373.036 .
2. Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065 , and Chapter 64E-6, F.A.C.
3. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055 .
4. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
5. Federal permits and approvals.

10.02.07 *Site plans and construction documents.*

A. *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:

1. Delineation of flood hazard areas, floodway boundaries, 25-foot floodway setback, flood zone(s), base flood elevation(s), and ground elevations.
2. Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 10.02.07.B.2 or Section 10.02.07.B.3 of this article.
3. Where the parcel on which the proposed development will take place does not have base flood elevations included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 10.02.07.B. of this article.
4. Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
5. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

6. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

7. Existing and proposed alignment of any proposed alteration of a watercourse. Demonstrate that there is at least 2ft of freeboard from the Finished Floor Elevation to the Base Flood Elevation for any habitable area.

B. *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

2. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source, or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

3. Where base flood elevation data and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate, the base flood elevation shall be determined using a site-specific floodplain study by a professional engineer using detailed methods.

4. Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

C. *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

1. For development activities proposed to be located in a regulatory floodway or within the 25-foot floodway setback, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analyses to FEMA as specified in Section 10.02.07.D of this article and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.

2. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone "O" or Zone "AH".

3. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's

flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 10.02.07.D of this article.

D. Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant shall seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

10.02.08 *Inspections.*

A. *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.

B. *Development other than buildings and structures.* The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

C. *Buildings, structures and facilities exempt from the Florida Building Code.* The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

D. *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the Floodplain Administrator: the certification of the lowest floor prepared and sealed by a state-licensed surveyor.

E. *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 10.02.08.D of this article.

F. *Manufactured homes.* The Building Official shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Building Official.

10.02.09 *Variances and appeals.*

A. *General.* The Land Use Administrator and the City of Palm Coast Planning and Land Development Regulation Board shall hear and decide on requests for appeals and the Planning and Land Development Regulation Board shall hear requests for variances from the strict application of this article. Pursuant to F.S. § 553.73 (5), the Planning and Land Development Regulation Board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code, Building.

B. *Appeals.* Same process as set out in Section 2.16, of the Land Development Code.

C. *Limitations on authority to grant variances.* The Planning and Land Development Regulation Board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 10.02.09.H of this article, the conditions of issuance set forth in Section 10.02.09.I of this article, and the comments and recommendations of the Land Use Administrator, Floodplain Administrator and the Building Official. The Planning and Land

Development Regulation Board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.

D. *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 10.02.07.C of this article.

E. *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

F. *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of Section 10.02.09.D, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

G. *Alteration of sand dunes or mangrove stands in coastal high hazard areas.* A variance shall not be issued for any proposed alteration of sand dunes or mangrove stands in coastal high hazard areas (Zone V) unless the applicant submits, and the City approves, an engineering analysis that demonstrates the proposed alteration will not increase the potential for flood damage or the potential for erosion. Any such variance shall not be issued unless the proposed alteration is approved by the Florida Department of Environmental Protection. This limitation shall not apply to mangrove stands within City canals.

H. *Considerations for issuance of variances.* In reviewing requests for variances, the Planning and Land Development Regulation Board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, Land Development Code and this article, and the following:

1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
4. The importance of the services provided by the proposed development with existing and anticipated development;
5. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
6. The compatibility of the proposed development with existing and anticipated development;
7. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
8. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
9. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

10. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, streets, and bridges.

I. *Conditions for issuance of variances.* Variances shall be issued only upon:

1. Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards.

2. Determination by the Planning and Land Development Regulation that:

a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

b. Literal interpretation of the provision of this Land Development Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Land Development Code and would result in unnecessary and undue hardship on the applicant;

c. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances;

d. The variance is the minimum necessary, considering the flood hazard, to afford relief;

e. The special conditions and circumstances are not self-imposed and do not result from the actions of the applicant; and

f. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of Court in such a manner that it appears in the chain of title of the affected parcel of land;

g. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25.00 for $100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property;

h. The proposed development must not be in conflict with or contrary to the public interest;

i. The proposed development must be consistent with the Comprehensive Plan and the provisions of this Land Development Code;

j. The proposed development must not impose a significant financial liability or hardship for the City;

k. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants; and

l. The proposed development must comply with all other applicable local, state, and federal laws, statutes, ordinances, regulators, or codes.

10.02.10 *Violations.*

A. *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A

building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

B. *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

C. *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation of a stop work order, except such work as that a person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

10.02.11 *Flood Resistant Development Design and construction of buildings, structures and facilities exempt from the Florida Building Code.*

A. Pursuant to Section 10.02.06.C of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Section 10.02.17 of this article.

10.02.12 *Subdivisions.*

A. *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

4. There is 2ft of freeboard from the Finished Floor Elevation to the Base Flood Elevation for any habitable area.

5. All new platted lots shall not be located within any special flood hazard area.

B. *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

1. Delineation of flood hazard areas, floodway boundaries, 25-foot floodway setback, flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

2. All subdivisions where the base flood elevation is not included on the FIRM, the base elevations are determined in accordance with Section 10.02.07.B. of this article; and

3. Compliance with the site improvement and utilities requirements of Section 10.02.13 of this article.

4. Any reduction in the water-holding capacity of the flood hazard area caused by development, structures, and site improvements shall be compensated such that no increase in water surface elevations, peak discharges, or velocities occurs either upstream, downstream, or in the vicinity of the site during occurrence of flood events up to and including the base flood. The compensatory storage shall be located within the same defined floodplain's hydrologic sub basin as the placement of the fill. Site improvements are permitted if flood storage

provided is equal to or greater than the volume of flood storage displaced by the development. Technical data providing evidence of the equivalency of the compensatory storage shall be submitted to the City.

5. Applicant shall ensure that technical data reflecting base flood elevation changes or flood hazard area boundary changes are submitted to Federal Emergency Management Agency, with the City's endorsement, for a conditional Flood Insurance Rate Map revision. Prior to approval of final plat, an issued Letter of Map Change determination from FEMA is required.

10.02.13 *Site improvements, utilities and limitations.*

A. *Minimum requirements.* All proposed new development shall be reviewed to determine that:

1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

B. *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into floodwaters, and impairment of the facilities and systems.

C. *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

D. *Compensatory storage.* Any reduction in the water-holding capacity of the flood hazard area caused by development, structures, and site improvements shall be compensated such that no increase in water surface elevations, peak discharges, or velocities occurs either upstream, downstream, or in the vicinity of the site during occurrence of flood events up to and including the base flood. The compensatory storage shall be located within the same defined floodplain's hydrologic sub basin as the placement of the fill. Site improvements are permitted if flood storage provided is equal to or greater than the volume of flood storage displaced by the development. Technical data providing evidence of the equivalency of the compensatory storage shall be submitted to the City.

E. *Limitations on sites in regulatory floodways and 25-foot floodway setback.* No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway or 25-foot floodway setback unless the floodway encroachment analysis required in Section 10.02.07.C.1 of this article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

F. *Limitations on placement of fill.* Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.

G. *Limitations on sites in coastal high hazard areas (Zone V and AE).* In coastal high hazard areas, alteration of sand dunes and mangrove stands shall not be permitted. Construction or restoration

of dunes under or around elevated buildings and structures shall comply with Section 10.02.17.I.3 of this article.

10.02.14 *Manufactured homes.*

A. *General.* Manufactured homes shall not be installed in floodways and 25-foot floodway setback except in an existing manufactured home park or subdivision. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249 , and shall comply with the requirements of Chapter 15C-1, F. A. C. and the requirements of this article.

B. *Foundations.* All manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

1. In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code Residential Section R322.2 and this article.

2. In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this article.

C. *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over the top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

D. *Elevation.* All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone).

E. *Enclosures.* Enclosed areas below elevated manufactured shall comply with the requirements of the Florida Building Code Residential Section R322.2 or Section R322.3 for such enclosed areas, as applicable to the flood hazard area.

F. *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322.

10.02.15 *Recreational vehicles and trailer parks.*

A. *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

1. Be prohibited to park or store a recreational vehicle for more than a total of three days, or any part thereof in any consecutive seven-day period on a residential driveway; or

2. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

B. *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in Section 10.02.15.A of this article for temporary placement shall meet the requirements of Section 10.02.14 of this article for manufactured homes.

10.02.16 *Tanks.*

A. *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

B. *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of Section 10.02.16.C of this article shall:

1. Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy, assuming the tank is empty, and the effects of flood-borne debris.

2. Not be permitted in coastal high hazard areas (Zone V).

C. *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

D. *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:

1. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

10.02.17 At-grade accessory structures.

At-grade accessory structures are permitted provided the accessory structures are used only for parking or storage and:

1. If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft. and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.

2. If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 sq. ft.

3. Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

4. Have flood damage-resistant materials used below the base flood elevation plus two (2) feet.

5. Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus two (2) feet.

10.02.18 *Other development.*

A. *General requirements for other development.* All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:

1. Be located and constructed to minimize flood damage;

2. Meet the limitations of Section 10.02.13.E of this article if located in a regulated floodway;

3. Be anchored to prevent floatation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

4. Be constructed of flood damage-resistant materials; and

5. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life

safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

6. Demonstrate that there is at least 2ft of freeboard from the Finished Floor Elevation to the Base Flood Elevation for accessories that service a habitable area. i.e. generator, a/c unit, etc.

B. *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 10.02.13.E of this article.

C. *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 10.02.13.E of this article.

D. *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways, shall meet the limitations of Section 10.02.13.E of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 10.02.07.C.3 of this article.

E. *Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).* In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

1. Structurally independent of the foundation system of the building or structure;

2. Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and

3. Have a maximum slab thickness of not more than four inches.

F. *Decks and patios in coastal high hazard areas (Zone V).* In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

1. A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

2. A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.

3. A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

4. A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the

minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

G. *Other development in coastal high hazard areas (Zone V).* In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

1. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
2. Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
3. On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

H. *Nonstructural fill in coastal high hazard areas (Zone V).* In coastal high hazard areas:

1. Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
2. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
3. Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

10.02.19 *Critical facilities.*

A. New critical facilities shall be directed and sited away from special flood hazard areas. A critical facility shall have at least one access road connected to land outside the special flood hazard area that is capable of supporting a 4,000-pound vehicle. The top of the road shall be no lower than six inches below base flood elevation.

B. New critical facilities proposed for construction within a Special Flood Hazard Area without a determined base flood elevation shall be permitted with an issued Letter of Map Change demonstrating that the entire project area is outside the Special Flood Hazard Area.

(Ord. No. 2018-13 , § 2, 4-17-18; Ord. No. 2021-22 , § 2, 10-5-21)

Editor's note— Ord. No. 2018-13 , § 2, adopted April 17, 2018, changed the title of § 10.02 from "Flood Damage Protection" to read as herein set out.

Sec. 10.03. - Wellfield Protection.

10.03.01. *Purpose and intent.* There is a need to protect existing and future public water supply wells within the City from the irreversible and adverse effects of groundwater contamination. It is the intent and purpose of this section to safeguard the health, safety, and welfare of the citizens of the City by protecting

groundwater resources. Therefore, it is the City's intent to provide minimum standards to regulate land use activities, storage, handling, use, or production of regulated substances within zones of protection surrounding public water supply wells. Nothing herein supersedes more stringent setback or permitting requirements contained in other applicable federal and state wellhead protection regulations.

10.03.02. *Wellhead protection zones and interpretation.* The regulations set forth in this section shall apply to all lands surrounding an existing public water supply well designated as the primary and secondary protection zone(s) as defined in this section. This regulation shall apply to all proposed public water supply wells if the specific location has been identified and the public or private entity owns the well site.

A. *Wellhead location map.*

1. The Land Use Administrator shall maintain wellhead protection zone maps that designate and geographically depict the primary and secondary wellhead protection zones.

2. The Land Use Administrator shall review the wellhead protection zone maps and amend them as necessary. The basis for amending such maps may include, but is not limited to, the following:

   a. Changes in technical knowledge regarding the intermediate and Floridan aquifer system;

   b. Changes in well pumping rates; and

   c. Reconfiguration of or the addition of a well within the City's boundary.

B. *Protection zones.*

1. *Primary wellhead protection zone.* Shall be circular with a fixed 500-foot radial setback distance around the wellhead and shall include the surface and subsurface area surrounding the wellhead.

2. *Secondary wellhead protection zone.* Shall be an area delineated around the favorable potable water production areas for the Floridan and intermediate aquifer as depicted on the "Wellhead Protection Zone Map" on file at the office of the City Clerk.

C. *Interpretation of zone designation.* To determine applicable protection measures for properties and buildings within the primary or secondary wellhead protection zone, the following rules shall apply:

1. Properties located wholly or partially within a wellhead protection zone shall be governed by the restrictions applicable to that zone.

2. Where the boundary of a wellhead protection zone passes through a building, the entire building shall be considered to be in the most restrictive zone.

10.03.03. *Exemptions and provisional exemptions.*

A. *Exemptions.* Except as provided herein, the following activities or uses are exempt from the provisions of this section:

1. Fire, police, emergency medical services, emergency, and management facilities.

2. Essential utility services and facilities provided that wellhead setback requirements are in accordance with applicable federal and state law.

3. The transportation of any hazardous substance if the transporting vehicle is in continuous transit and meets all applicable federal, state, and City requirements.

4. Retail/wholesale establishments that store or handle an unlimited amount of regulated substances for resale provided:

   a. The regulated substances are handled, stored, and sold indoors.

b. The regulated substances are stored and sold in their original unopened containers.

5. Residential activities including the use of commonly used regulated substances for cleaning, maintenance, pool service, pest control, or any other lawful residential use activity except for underground storage of regulated substances.

6. Commercial products used at a facility solely for janitorial or minor maintenance purposes.

7. Outdoor recreational activities and facilities including nature and bike paths, conservation areas, and passive and recreational parks that do not involve the storage of regulated substances.

B. *Provisional exemptions.* The following activities are exempt, if in compliance with requirements as stated:

1. The use of any hazardous substance or lubricants in lawn maintenance equipment, if extreme care is taken to prevent spillage or discharging fuels and lubricants onto soils, groundwater, or surface water.

2. Agricultural uses, except that said uses shall comply with the latest version of the Florida Department of Agricultural and Consumer Services and Florida Department of Environmental Protection Best Management Practices for Agrichemical Handling and Farm Equipment Maintenance. In addition, silviculture operations shall conform to the Florida Department of Agricultural and Consumer Services Silviculture Best Management Practices, 1993, as amended from time to time. Alternative best management practices may be substituted with prior written approval by the City.

3. Construction activities, if all contractors, subcontractors, laborers, and their employees, when using, handling, storing, or producing regulated substances, adhere to the City's applicable best management practices.

4. The application of pesticides, herbicides, fungicides, and rodenticides in recreation, agriculture, pest control and aquatic weed control activities if:

a. The application is in strict conformity with the use requirement as is indicated on the containers in which the substances are sold;

b. The application is in strict conformity with the requirements as set forth in the Florida Statutes and the Florida Administrative Code; and

c. The City is notified at least 48 hours prior to the application within the primary wellhead protection zone.

5. New golf courses, if compliance is demonstrated by submitting to the City a written best management practices plan subject to approval by the Land Use Administrator and, which at a minimum, conforms with the Florida Department of Environmental Protection May, 1995 Best Management Practices for Golf Course Maintenance Departments and the City's groundwater protection prevention measures for secondary wellhead protection zones. New and existing golf courses shall comply with Subsection 10.03.06 herein.

10.03.04. *Regulated substances and facilities.*

A. *Regulated substances.* The following substances are regulated by this section:

1. Any substance, including petroleum or derivatives thereof, or combination of substances which because of their quantity, concentration, physical, chemical, infectious, flammable, combustible, radioactive, or toxic characteristics, may cause or significantly contribute to a present or potential risk to human health, safety, or welfare, to the groundwater resources, or to the natural environment; or

2. Those substances set forth in the lists, as amended from time to time, entitled: Lists of Hazardous Waste, 40 Code of Federal Regulations Part 261, Subpart D, and waste

characterized in 40 Code of Federal Regulations 261 Subpart C; Hazardous Constituents-Appendix VIII, (40 CFR Part 261); Environmental Protection Agency Designation Reportable Quantities, List of Hazardous Substances and Notification Requirements for Hazardous Substances under the Comprehensive Environmental Response, Compensation, and Liability Act (40 CFR 302); Superfund Amendments and Reauthorization Act of 1986, Section 302 Extremely Hazardous Substances List (40 CFR. 300, App. A and B); known hazardous and toxic properties as listed in 40 CFR 302; and substances that are restricted-use pesticides according to the Florida Statutes and the Florida Administrative Code.

B. *Regulated facilities.*

1. Any new nonresidential use, handling, production, or storage of regulated substances found in quantities greater than the following shall be considered a regulated facility:

   a. When the aggregate sum or a single regulated substance present on a single parcel or building exceeds 110 gallons underground; and

   b. Five hundred fifty gallons aboveground if the substance is a liquid or 1,100 pounds if a solid.

2. Any existing nonresidential use, handling, production, or storage of regulated substances is lawful and shall be considered a nonconforming activity:

   a. When the aggregate sum or a single regulated substance present on a single parcel or building exceeds 110 gallons underground; and

   b. Five hundred fifty gallons aboveground if the substance is a liquid or 1,100 pounds if a solid.

3. Facilities listed in Subsection 10.03.05 herein are regulated facilities.

10.03.05. *Restrictions within wellhead protection zones.* In addition to the requirements set forth in this section, applicable facilities shall comply with the Florida Department of Environmental Protection wellhead protection standards in accordance with the Florida Administrative Code and the City's Groundwater Protection Preventative Measures and comply with Best Management Practices to prevent adverse impacts to groundwater resources.

A. *Secondary wellhead protection zone.* The following regulated uses and activities proposed within the secondary wellhead protection zone are prohibited; however, if existing as a legal use on November 16, 2008, may be allowed provided they comply with the requirements of Subsection 10.03.07:

1. New Class I, II, and V underground injection control wells, as regulated in the Florida Administrative Code, except for aquifer storage and recovery system wells or other necessary potable water drinking facilities injection wells as permitted by the appropriate state agency.

2. New or expanded landfills, as defined by the Florida Administrative Code.

3. New discharges to groundwater of industrial wastewater as regulated under the Florida Administrative Code.

4. New septic tank systems.

5. Prohibitions as specified under the City's Groundwater Protection Preventative Measures.

B. *Primary wellhead protection zone.* Regulated uses and activities proposed within the primary wellhead protection zone shall comply with requirements in Subsections 10.03.06 and 10.03.07 to protect potable water wells and to prevent the need for their replacement or restoration due to contamination.

The following regulated uses are prohibited within the primary wellhead protection as a new use; however, if existing as a legal use on November 16, 2008, may be allowable provided they comply with the provisions of Subsection 10.03.07:

1. New underground storage of regulated substances.
2. Existing small quantity generators and conditionally exempt small quantity generator of hazardous waste, as regulated under the Florida Administrative Code, shall comply with the secondary containment requirements of 40 Code of Federal Regulations Part 264 Subpart I (1994), as amended, hereby incorporated by reference. New small quantity generator and conditionally exempt small quantity generator activities shall be prohibited within a 500-foot radial setback from any well.
3. New large quantity generators of hazardous waste as regulated under the Florida Administrative Code.
4. New hazardous waste, treatment, storage, disposal, and transfer facilities requiring permits under the Florida Administrative Code.
5. New soil treatment facilities as regulated under the Florida Administrative Code.
6. New above ground storage tanks regulated under the Florida Administrative Code. Replacement of an existing above ground storage tank of the same or less capacity is exempt from this provision if the replacement tank system is installed with secondary containment and maintained as required in the Florida Administrative Code.
7. New underground storage tanks regulated under the Florida Administrative Code. Replacement of an existing underground storage tank of the same or less capacity is exempt from this provision if the replacement tank system is installed and maintained as required in the Florida Administrative Code.
8. New mineral acid above ground storage tanks as regulated under the Florida Administrative Code.
9. New industrial wastewater treatment facilities.
10. Vehicular and washing facilities provided the facility establishes reclaimed and reuse practices for the water supply.
11. Motor vehicle repair facilities.
12. Outside storage of equipment, tools, or other possessions that may have the potential to discharge regulated substances or adequate best management practices are utilized to prevent such discharges.
13. New cemeteries.
14. No new retention and/or detention facilities including but not limited to stormwater treatment facilities.
15. Parking areas, unless:
    a. Impervious with adequate stormwater design to a location outside of the zone.
    b. Florida Department of Transportation Standard Type D and/or equivalent raised curb is used.
    c. Other means of advanced water quality treatment are provided.

10.03.06. *Permits, applications, and administrative process.*

A. *Permit requirements.*

1. No permit or license for any land use activity will be issued that would allow development or land use activities in the wellhead protection zones that is contrary to the restrictions and provisions provided herein.

2. Proposed land use or activities that involve property located wholly or partially within a protection zone shall be reviewed by the Land Use Administrator. The Land Use Administrator shall issue a notice as to whether or not the proposed land use or activity meets the applicable requirements of this section. A preliminary evaluation shall be conducted for all applicants to determine if proposed land use activities are exempt or do not apply to this section.

B. *Application procedure.* Prior to the Land Use Administrator issuing an approval notice for property or land use activities located in a wellhead protection zone, an application shall be filed on a form and containing such information as the Land Use Administrator shall require by administrative rule.

C. *Permit conditions.* The City may place conditions on any development order or permit or license to ensure compliance with all of the prohibitions, restrictions and requirements set forth in this section. Such conditions may include, but are not limited to, facility inspections, groundwater monitoring, and compliance reporting.

D. *Alterations and expansion.* The Land Use Administrator shall be notified in writing prior to the expansion, alteration, or modification of any existing structure or land use activity. Any such expansion, alteration, or modification shall conform to this section.

10.03.07. *Facility inspections.* The Land Use Administrator is hereby authorized to make inspections during normal operational hours of all facilities or activities regulated by this section, including nonresidential buildings, structures, and land in the City in order to determine compliance with provisions contained in this section.

A. *Administrative inspection warrant.* In the event a person who has common authority over a building, structure, or land does not permit an inspection, the City may seek an administrative inspection warrant.

B. *Vacant or abandoned properties.* In the event a building, structure, or land appears to be vacant or abandoned and the property owner cannot be readily contacted in order to obtain consent for an inspection, the Land Use Administrator may enter into or upon any open or unsecured portion of the site in order to conduct an inspection.

10.03.08. *Variances.*

A. *Variance criteria.* A property owner may request a variance from the requirements of this section. Upon City staff recommendation, the Utility Advisory Committee may perform a complete technical review for all variance applications and provide a recommendation to the Planning and Land Development Regulation Board. The Planning and Land Development Regulation Board shall have the authority to approve or deny issuance of a variance. In order to obtain a variance, the applicant must demonstrate by a preponderance of substantial, competent evidence that special or unusual circumstances and adequate technology exist to isolate the facility or activity from contaminating groundwater resources in the event of a spill. In granting or denying a variance, the City shall evaluate the following factors:

1. Substances or chemicals utilized that may impact groundwater resources if not properly managed;

2. Proposed containment/management of substances or chemicals;

3. Spill prevention and emergency response plans;

4. Emergency collection devices and equipment maintenance programs;

5. Monitoring plans and inspection procedures;

6. Spill reporting procedures;
7. Groundwater and/or soil monitoring programs;
8. Hydrological data that may include, upon City request, capture zone analysis, groundwater flow contours, and other hydraulic characteristics of the aquifer;
9. Distance from public supply well(s) and applicable wellhead protection zone(s);
10. Other factors, as applicable to groundwater protection issues.

B. *Variance application requirements.* In addition to the requirements stated in Chapter 2 for variance applications and review procedures, the following additional requirements shall apply to variances from this section:

1. The application shall be signed by the applicant and a licensed professional engineer or professional geologist licensed in the state of Florida;
2. The application shall include:
   a. A hydrogeologic assessment of the site, which shall address, at a minimum, soil characteristics, groundwater levels, groundwater directional flow, distance from wellhead, and existing groundwater quality;
   b. A technical report to demonstrate that adequate technology, practices, or other controls exist to isolate the facility or activity from the potable water supply in the event of a spill;
   c. A discussion and documentation, such as published reports, technical articles, substantiating sufficient performance, and reliability of a proposed technology or system. Include discussion of maintenance and procedures to be utilized if system fails; and
   d. Site-specific applicable groundwater protection best management practices procedures to ensure the protection of groundwater resources.
3. The Land Use Administrator may require additional information based on the type of land use activity proposed, chemicals utilized, distance from wellheads, or other applicable information needed to evaluate the application.
4. The City may add any appropriate conditions and safeguards necessary to protect groundwater resources pursuant to such special exemptions.

(Ord. No. 2009-26, § 49, 12-15-09)

Sec. 10.04. - Endangered and Threatened Species and Species of Special Concern.

10.04.01. *Purpose and intent.* The purpose of this section is to protect the natural resources of the City for the benefit of its citizens by preventing the destruction of listed plant and animal species in the City. The City shall take all reasonable steps to ensure that all development related activities do not result in the harming, pursuit, or harassment of wildlife species classified as endangered, threatened, or a species of special concern listed by the federal or state government. Those endangered and threatened wildlife species and wildlife species of special concern with the potential to exist within the City are determined by the United States Fish and Wildlife Service, the Florida Fish and Wildlife Conservation Commission, the Florida Natural Areas Inventory, and Florida Committee on Rare and Endangered Plants and Animals publications. The City shall protect endangered and threatened species through the regulatory authority of Florida Department of Environmental Protection, St. Johns River Water Management District, Florida Fish and Wildlife Conservation Commission, and the United States Fish and Wildlife Service, as mandated by the Federal Endangered Species Act of 1973 and the Florida Endangered and Threatened Species Act of 1977, and other applicable laws, rules, and regulations.

10.04.02. *Applicability.* All development, regardless of size and location, shall comply with federal and state regulations regarding listed species that may be located on a development site, as well as regulatory policies related to management requirements for species that may occur off-site (e.g. American bald eagle nests and associated protection zones, Florida scrub jay nest sites/territories). Prior to the issuance of a building permit, the applicant shall obtain all necessary federal and state permit authorizations, as appropriate.

10.04.03. *Listed species protection application and study.* Listed species likely to be found within the City are determined by the United States Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission, Florida Natural Areas Inventory, and Florida Committee on Rare and Endangered Plants and Animals publications.

A. *Applicability.* All applications for preliminary plats or site plans shall include a listed species study. The listed species study shall be completed by a qualified environmental professional. The listed species study, after deemed complete by the Land Use Administrator, shall be acceptable for one year for the property that was investigated. The listed species study shall include appropriate field investigation and associated exhibits prepared in accordance with an application form adopted by administrative rule issued by the Land Use Administrator.

B. *Management plan.* Where listed species evidence is found, the listed species study shall include a management plan. The management plan shall address the approach to be used in protecting the species or shall include an authorized permit from the appropriate federal or state agency. The adequacy of this approach shall be evaluated based on the following:

    1. The specific guidelines and regulations of the Florida Fish and Wildlife Conservation Commission or the United States Fish and Wildlife Service for species.

    2. The dedication as a conservation easement of any approved areas preserved for listed species protection.

    3. The connection of conservation easements on the subject development property to any such conservation easements on adjoining properties and/or to any designated wildlife corridor unless the applicant demonstrates to the satisfaction of the Land Use Administrator that such connection is impractical in the use of the subject property.

    4. The property owner shall be responsible for relocating gopher tortoises on site or other suitable locations as approved by the Florida Fish and Wildlife Conservation Commission and providing an approved After-Action Report prior to any clearing activities.

10.04.04. *Listed species protection during construction activities.* In the absence of an appropriate listed species permit(s), development related activities shall not cause the harming, pursuit, or harassment of wildlife species classified as endangered, threatened, or a species of special concern by either the federal or state governments in contravention of applicable federal and state laws, rules, or regulations. Should listed species reside on, or otherwise be significantly dependent upon the subject property, all development activities that might negatively affect that individual or population shall cease. The applicant shall notify the City, the Florida Fish and Wildlife Conservation Commission, and the United States Fish and Wildlife Service, to the extent required by law, if such species are determined to be residing on, or are otherwise significantly dependent upon, the project site. Property shall be developed in full compliance with all applicable laws, rules, and regulations. Proper protection to the satisfaction of all agencies with jurisdiction over the matter shall be provided. Where appropriate, the City shall require a preliminary gopher tortoise survey for existing single-family platted lots prior to the initiation of construction activities. The preliminary gopher tortoise survey shall be conducted by a qualified environmental professional and results of said survey shall be submitted to the City for review. Should gopher tortoises be present on the subject property, the permit and After Action Report shall be submitted to the City prior to the commencement of any ground disturbing activities. Gopher tortoises shall be relocated to suitable habitats in accordance with FFWCC permit requirements.

10.04.05. Wildlife Crossing. In areas of wildlife corridors where the project proposes fragmenting habitats or conservation corridors, site plans should include dedicated wildlife crossings to minimize ecological impacts and preserve natural movement of wildlife.

Sec. 10.05. - Cultural and Historic Resources.

10.05.01. *Purpose and intent.* The purpose of this section is to protect and manage the significant historic and archaeological resources of the City of Palm Coast to the maximum extent feasible, by providing procedures for the review of plans and development projects as well as maintain standards for the protection and management of these important resources.

10.05.02. *Lands not subject to cultural resource survey.* A cultural resource field survey and assessment report is not required for parcels that have undergone a cultural resource investigation within 5 years from the time of application and the assessment concludes that the land does not contain cultural resources that are considered by the Florida Department of Historical Resources State Historic Preservation Officer to be significant or potentially significant. A copy of correspondence from the state historic preservation officer shall be submitted to the City, verifying that the subject property does not contain significant or potentially significant cultural resources.

10.05.03. *Lands subject to cultural resource assessment survey and other archeological investigation.* A Phase 1 cultural resource investigation shall be accomplished before the issuance of a development order or permit or prior to the commencement of construction activities, or any other physical impact or disturbance of land that:

A. Takes place within a parcel that has not been previously surveyed for cultural resources.

B. Takes place within a parcel that contains a site that is listed in the Florida Master Site File (FMSF) as "eligible" or as "potentially eligible" for listing in the National Register of Historic Places (the criteria by which site significance is measured), or in the City of Palm Coast's protected sites inventory, thus requiring further investigation.

C. Takes place within a recently discovered site deemed significant (NRHP criteria) that has not yet been recorded to the Florida Master Site File or listed in the City of Palm Coast's protected sites inventory.

D. Takes place on a parcel that has been determined to possibly contain a potential site that can be listed in the Florida Master Site File as determined by the Land Use Administrator.

E. Conduct an additional Cultural Resource Investigation by another cultural resource professional, at the applicant's expense, if the results of the initial investigation are deemed unsatisfactory by City staff.

10.05.04. *Professional qualifications and cultural resource assessment survey requirements.*

A. *Professional qualification.* Cultural resource professionals are certified archaeologists that meet the qualification in "The Secretary of the Interior's Historic Preservation Professional Qualification Standards" (Federal Register Vol. 62, No. 119, p. 33707).

B. *Cultural resources assessment survey.* Cultural resource assessment surveys and related reports shall follow the guidelines of the Florida Division of Historical Resources, Department of State, Guidelines for Cultural Resource Assessment Surveys (CRAS) and Archaeological Investigations outlined in Florida Division of Historical Resource Module 3, as amended, shall be followed; reporting of CRAS surveys shall follow DHR Chapter 1A-46 (Archaeological and Historical Report Standards and Guidelines), as amended, and the requirements of all applicable Florida Statutes. The SHPO reviews the referenced project in accordance with Chapter 267 and 373, Florida Statutes, and implementing state regulations, for possible effects on historic properties listed, or eligible for listing, in the National Register of Historic Places, or otherwise historical, architectural, or archeological value. Prior to the issuance of a development order or permit, or prior to the commencement of construction activities, a copy of a survey clearance letter issued by the

Compliance Review Section, Division of Historical Resources, or other documentation of authorization by the State Historic Preservation Officer, shall be submitted to the City. Management recommendations regarding the protection, preservation, or mitigation of impact of historical or archaeological sites, in concurrence with the Division of Historical Resources should be followed. In addition, copies of Florida Master Site File forms generated during the cultural resource assessment study for the Division of Historical Resources shall be submitted to the City for their records. All Florida Master Site File forms generated for a City of Palm Coast LDC permit-required cultural resource assessment survey, or any other type of archaeological work shall be submitted to the Florida Master Site File, Division of Historical Resources, by a COPC official with the Planning Division. In some cases (to be determined by a COPC official) An initial site investigation may be utilized to determine cultural resource site probability for lands requiring a cultural resource investigation as approved by a certified archaeologist utilizing necessary criteria in accordance with state law to determine cultural recourse site probabilities. Said criteria include, but are not limited to, Florida Master Site File, historical information (historic map review), soil types, land elevations, and proximity of the subject property to freshwater drainages such as rivers and creeks, coastal estuaries (Intracoastal Waterway) and subsistence-related natural resources. The following may substitute for a cultural resource assessment survey and assessment if certified by an RPA certified professional archaeologist in writing to the Land Use Administrator:

1. A determination that subject property has a low probability of yielding cultural resources.
2. A determination that proposed development activities will have no effect on cultural resources listed or eligible for listing in the National Register of Historic Places.
3. A determination that proposed development activities will have no effect on cultural resource value under federal and state requirements.

10.05.05. *Property containing potential and significant cultural resource sites.* If a property proposed for development to contain a potentially significant or a significant cultural resource in areas proposed for development, the City shall adhere to the recommendations of the State Historic Preservation Officer and shall require the applicant to do one or more of the following prior to the issuance of a development order or permit:

A. Preserve cultural resources within the open space of the proposed development.

B. Redesign the development to accommodate preservation of all or a portion of the site containing the cultural resource such as but not limited to environmental setbacks, conservation easements, pocket parks, or conservation land.

C. The property owner may voluntarily fund or seek funding for Phase 3 mitigative excavations (data extraction) of the resource, if agreed to by the Florida Department of Historical Resources/State Historic Preservation Office.

10.05.06. *Fortuitous finds and unmarked human burials.* The following requirements apply to all building construction or alteration, or land alteration activities:

A. *Evidence of the existence of cultural resources.* If evidence of the existence of cultural resources is discovered or observed at development sites or during development activities after final approval, permits, or issuances of development orders, all work shall cease in the area of effect. The developer, owner, contractor, or agent thereof shall immediately notify a professional archaeologist and the City. Examples of such evidence include whole or fragmentary stone tools, shell tools, indigenous or historic pottery, bone tools, historic structures foundations, burial mounds, shell middens, sand mounds, or other types of prehistoric mounded architecture. A certified professional archaeologist selected and hired by the applicant, shall assess the significance of the finds and, if warranted, notify the Florida Division Department of Historical Resources/State Historic Preservation Office in accordance with federal and state requirements. A report or letter shall be submitted to the City from a certified professional archaeologist and, if

warranted, a copy of a clearance letter from the State Historic Preservation Officer indicating that the proposed development will have no effect on cultural resources listed or eligible for listing in the National Register of Historic Places, or otherwise of historical, architectural, or archaeological value.

B. *Discovery of human skeletal remains.* In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. During archaeological investigations, if a site is determined to contain unmarked human burials and/or human skeletal remains, by procedure these will be brought to the attention of a District Medical Examiner, if it was determined that the burial(s) represent an individual (or individuals) who had been dead less than 75 years, or to the attention of the State Archaeologist in the case that the remains were determined to be older than 75 years. If a site is determined to be a prehistoric indigenous site, all work will be done in coordination with the State Archaeologist (Florida Division of Historical Resources) who will make a final determination of adverse effect through the authority of their respective jurisdiction as defined by Florida Statutes. Procedures outlined in Chapter 872.05, Florida Statutes, will be followed regarding site mitigation and reporting, this through the authority and direction of the State Archaeologist and, if necessary, the District Medical Examiner. In some cases, the State Historic Preservation Office will make the determination to seek the consultation and review comments by the Tribal Historic Preservation Office (THPO)/Seminole Tribe of Florida (STOF).

(Ord. No. 2009-26, § 50, 12-15-09)

Sec. 11.01. - General Provisions.

11.01.01. *Purpose and intent.* The purpose of this chapter is to protect the general welfare of City residents and visitors and to promote energy and water conservation; reduce air pollution and noise; enhance property values; reduce erosion; improve surface water quality and groundwater recharge; moderate temperatures by providing shade; improve compatibility between various land uses; and enhance the City's appearance. The intent of the chapter is to establish procedures and practices governing the protection, installation and long term maintenance of trees, vegetation, and other landscaping elements within the City. The criteria in this chapter are intended to institute landscape and irrigation design principles that will result in creative solutions and provide alternative means to achieve an environmentally sustainable and aesthetic community.

11.01.02. *Applicability.* The removal of trees or fill, and the excavation or dredging of any parcel of land shall be prohibited prior to issuance of all required permits (including tree removal permits), unless stated otherwise in this chapter.

A. *Design of new development.* Developments shall be designed to the greatest extent possible to protect existing trees and their tree protection zones from stormwater facilities, drainage lines, utilities, grade changes, building footprints, parking areas, drives, and walkways. Subdivision plats shall shift lot lines to minimize placing specimen or historic trees in the buildable area of the lot , to the greatest extent feasible as determine by the Land Use Administrator.

B. *Alteration of existing development.* No building or parking lot existing on August 19, 2008 shall be required to be altered or moved in order to comply with this chapter, except that the following activities shall require compliance with this LDC to the maximum extent possible. (Exceptions may be granted by the Land Use Administrator when development conflicts with pedestrian and traffic safety, interferes with the protection of specimen or historic trees or natural resources, removes required parking, or similar situations.)

1. When a structure is destroyed by fire or other calamity and is proposed to undergo substantial improvement, as defined in this LDC.
2. When an existing non-residential building is expanded, the required building foundation plantings and their planting areas shall be provided for the new building area.
3. When a parking/vehicular use area is expanded but not the building, the new pavement area is required to be brought into compliance with this chapter. At a minimum temporary irrigation shall be required.
4. Any expansion project shall include replacing previously planted required landscaping that has been damaged or has died.

11.01.03. *Measurement of trees.* For the purposes of this chapter, the size of existing trees shall be calculated by the measurement of the diameter of the trunk in Diameter at breast height (DBH) (4 feet 6 inches above ground) inches. Trees with multiple trunks at breast height will have the sum of the trunks utilized for determination. Where the individual trunks are less than 9 inches in diameter, the largest 3 trunks will be used. The size of new landscape trees shall be calculated by measurement of the diameter of the trunk at 6 inches above grade, up to and including trees four inches in diameter. The size of new trees over four inches in diameter shall be calculated by measurement of the diameter of the trunk at 12 inches above grade.

11.01.04. *Classification of developments.* For the purpose of applying landscaping and irrigation requirements, developments are classified as follows:

A. *MFR/COM:* Townhouse, condominium, and multifamily residential development and institutional, office and commercial uses;

B. *IND:* Industrial and warehousing development;

C. *SUBD:* Subdivisions in any zoning district; and

D. *SFR/DPX:* Single-family detached and duplex development on individual lots. Ord. No. 2016-6 , § 2, 11-1-16)

Sec. 11.02. - Tree Preservation, Protection, and Replacement.

11.02.01. *Protected trees defined.* All trees that meet the following criteria are protected, with the exception of invasive species (see Section 11.02.05.C.1) and/or species not suited to this area per the United States Department of Agriculture hardiness list:

A. The trunk is 6 inches or greater diameter.

B. Trees with a trunk 4 inches or greater diameter, if surveyed for credit.

C. Specimen trees, which are any protected trees with a trunk of 24 inches or greater diameter except for sand pines; however the following species are considered specimen trees when they reach one of the following:

1. 12 inches or greater diameter: Cypress, Magnolia, Loblolly Bay, Red Bay, Scrub Oak, and Red Cedar;

2. 18 inches or greater diameter: Elm, Hickory, Oak, Green Ash, Sycamore, Date Palm, and Maple.

D. Historic trees, which are any protected trees with a trunk of 36 inches or larger diameter.

E. For SFR/DPX development, any tree 1½ inches or greater in diameter that was planted to meet the minimum tree density requirements or an existing tree that was previously credited towards meeting the requirements of this chapter.

11.02.02. *Tree survey requirements.*

A. *Tree survey.* The required survey shall be accomplished within the last 24 months and shall identify all protected trees by species name and the size of the trunk measured at the diameter at breast height.

B. *Monument signs.* Where monument signs are proposed to be located on an existing development, all protected trees that are located within 50 feet of the proposed sign shall be shown on the tree survey. At time of sign permit application, all protective measures for these trees should be depicted.

C. *Protected, specimen, and historic trees.*

1. *MFR/COM and IND developments.*

a. The tree survey shall show all protected trees 6 inches in diameter and greater from the property lines to 5 feet past the required buffer area width, except as provided in Section 11.02.02.D. Protected trees within any adjacent rights-of-way extending to the nearest street pavement shall be included in the survey.

b. All specimen and historic trees shall be individually located and identified over the entire site as to species and size except as provided in Section 11.02.02.D.

2. *SUBD developments.* All protected, specimen, and historic trees shall be individually located and identified over the entire site as to its species and size except as provided in Section 11.02.02.D.

3. SFR/DPX developments.

a. Protected trees 6 inches or greater diameter within all front, rear, and street side building setback areas shall be surveyed and shown on the tree survey if the trees are going to be used for credit.

b. Specimen and historic trees shall be surveyed over the entire lot except as provided in Section 11.02.02.D.

D. *Survey of individual trees not required.* Under the following circumstances, the Land Use Administrator may determine that a survey identifying each individual protected tree is not warranted and a count of all protected trees including species and diameter size is acceptable:

1. When existing vegetated areas are to remain undisturbed; or

2. Where some or all of a development site or a proposed subdivision must be filled to such an extent, in order for permitted development to occur, that there is no feasible means as determined by the Land Use Administrator to save protected, specimen, and historic trees.

3. When the trees are located in wetland preservation or conservation areas that will not be impacted.

11.02.03. *Tree preservation.*

A. *Specimen and historic tree preservation requirements.* Specimen and historic trees are select protected trees that due to their size and contribution to the overall tree canopy of the City are granted an extra level of significance and protection. Building footprints, drives, stormwater management facilities, and similar activities on all sites shall be designed to save the maximum practicable number of specimen and historic trees. During the subdivision platting process, lot lines shall be shifted for the same purpose. This requirement does not exclude the requirement for mitigation of any removed trees of protected statues during the subdivision process. Table 11-1 shows the minimum percentage of specimen trees and the minimum percentage of historic trees that must be preserved individually for each category on a site. Owners of lots assigned the SFR, DPX, and EST zoning districts may remove any specimen or historic tree that is within the buildable area of the lot with no mitigation, if all reasonable efforts as determined by the Land Use Administrator, to shift or flip the building footprint cannot save the tree(s).

Table 11-1: Minimum Specimen and Historic Trees to be Preserved

Number of Specimen/ Historic Trees on a Site *1	Percentage of trees to be Preserved	
	MFR/COM, SUBD	IND
Less than 3 per acre, or a portion thereof	75%	50%
3.0 to 5.0 per acre	67%	40%
5.1 to 8.0 per acre	50%	25%
More than 8.0 per acre	4 per acre	2 per acre

*1 For the purposes of compliance with tree preservation and mitigation requirements, specimen trees and historic trees shall be calculated and preserved as distinct categories.

B. *Tree preservation credits.* The following credits apply only within the COM, IND, MFR, OFC, P&G, and PSP zoning districts:

1. Trees saved in wetlands or their associated upland buffers are eligible for preservation credits; however, preservation of trees in wetlands for preservation credits may not also be used as criteria for preserved wetlands and environmentally sensitive lands density bonuses established in Chapter 3.

2. A stormwater retention/detention area may be credited toward meeting the tree density requirement provided the area contains tree species that will survive periodic flooding.

3. The total diameter of preserved protected, specimen, and historic trees on the site may be applied to satisfy the tree density requirements. A preserved palm tree shall be credited on a one-to-one basis for any palm tree removed.

4. Existing pine trees (other than Sand pine, Australian pine, Norfolk Island pine, or other invasive tree species) in good health may be used as buffer shade tree credits if they are a minimum of six inches diameter and comprise no more than 50 percent of the buffer tree requirement. If pines meeting these criteria are of good quality and spacing such that planting of new shade trees for some or all of the remaining required buffer shade trees is impractical, then existing pines may count for more than the 50 percent maximum requirement.

11.02.04. *Tree protection measures.*

A. *Canopy road, specimen, and historic tree protection.* In order to protect the existing tree canopy over portions of roadways within the City, the following roadway segments have an extra level of significance and protection: Colbert Lane (from the south right-of-way line of Palm Coast Parkway SE to 2,200 feet to the south), Palm Coast Parkway east of 1-95, and Palm Harbor Parkway south of the Hammock Dunes Bridge.

1.Roadway projects and modifications to these roadway systems necessitated by development shall preserve and protect any specimen or historic tree within the right-of-way and within 35 feet of the right-of-way line along Colbert Lane (from the south right-of-way line of Palm Coast Parkway SE to 2,200 feet to the south), Palm Coast Parkway east of I-95, and along Palm Harbor Parkway south of the Hammock Dunes Bridge. The applicant may meet this requirement by utilizing an average protected width of 35 and a minimum width of 25 feet and maximum width of 45 feet. Within these protected tree areas, the specimen and historic trees shall not be removed except for the minimal number necessary to allow for site access, sidewalks, necessary utilities, and signage. Preservation methods are to include, but are not limited to, the following:

a. Reduction of the length of turn, deceleration, or acceleration lanes subject to public safety needs and the approval of the Land Use Administrator.

b. Consideration of alternatives to widening such as alternate service roads.

c. Root protection/aeration construction methods such as retaining walls with guardrails.

d. Where no practical alternative for preservation is possible, such as traffic safety conflicts, the total diameter of the protected tree being removed shall be replaced with replacement trees having no less than 4 inch caliper.

2. *Additional canopy road preservation and mitigation requirements.* For all roadway segments designated under this section, and for any parcel, lot, tract, subdivision, development site, or portion thereof that fronts, abuts, adjoins, obtains access from, or is otherwise affected by a designated canopy roadway, all preservation, protection, replacement, and mitigation requirements shall apply to the entirety of the affected property.

All required preservation measures, tree protection activities, replacement planting, mitigation, and restoration associated with the removal, impact, or disturbance of specimen trees, historic trees, or protected canopy areas shall be completed on the affected site. Compliance with the requirements of this section shall not be achieved through payment into a tree bank fund, tree mitigation fund, or any other off-site mitigation program.

Required preservation standards established by this section shall be met on-site and maintained throughout the affected property. Off-site mitigation, mitigation credits, preservation banking, fee-in-lieu payments, or similar alternative compliance mechanisms shall not be accepted as a substitute for the preservation, protection, replacement, or mitigation requirements of this section.

No development order, site plan approval, subdivision approval, permit, variance, or construction authorization affecting property subject to this section shall be approved unless the applicant demonstrates full compliance with the on-site preservation and mitigation requirements contained herein.

B. *Tree protection during clearing or tree trimming activities.* Protected trees, including their tree protection zones, in front buffer areas shall be preserved if trees are in good condition and do not impede access or visibility into or out of the site.

C. *Tree protection during construction.*

1. During any development activity, appropriate protective measures, per City standards, shall be taken to prevent the destruction or damage of all trees to be retained on the site. The preservation of existing vegetation within the tree protection zones of all trees to be retained is required, unless the vegetation is hand cleared.

2. Protection methods, including trimming/pruning of trees and tree barricades, shall conform to ANSI A-300 standards.

11.02.05. *Tree removal.*

A. *Prohibitions.* Unless exempted herein, it is prohibited, unlawful, and finable for a person or entity, agent, or representative thereof, directly or indirectly, to perform or authorize the following:

1. Cut down, remove, damage, or destroy any protected tree as defined in Section 11.02.01 on any parcel without first obtaining a tree removal permit (for required mitigation standards on MFR/COM and IND properties refer to Section 11.04.02 and on SFR/DPX properties refer to Table 11-4);

2. Commit any act or authorize the commission of any act that physically or effectively removes a protected tree or causes a tree to die, such as damage inflicted upon the root system by heavy machinery, chemicals, or paving, any pruning or tree work inconsistent with ANSI A-300 standards, or changing the natural grade above the root system (removal or effective removal of any protected, specimen or historic tree on MFR/COM and IND properties shall be mitigated per Section 11.04.02 and on SFR/DPX properties refer to Table 11-4);

3. Root raking the area within the tree protection zone or adding fill over the tree protection zone, which may cause damage and permit infection or pest infestation to a protected tree; or

4. Perform tree removal, land clearing, grubbing, grading, excavation, construction, or make or install any improvement upon any site or parcel, regardless of the existence of valid permits or approvals for the given activity, unless all protected trees and protected vegetative areas established pursuant to this chapter have been surrounded by a protective barrier.

B. *Land clearing.* During the subdivision infrastructure construction stage, clearing of trees and existing vegetation shall be limited to the minimum necessary to construct roadway and utility

rights-of-way and stormwater facilities. Trees may only be cleared from individual lots upon review and approval of the tree survey and/or fire hazard considerations at the time of building permit application. However, in order to accommodate development within a subdivision where fill is required to such a depth that it would preclude the survival of existing trees, lots may also be cleared provided:

1. A clearing and grading plan shall be submitted showing vegetation and tree areas to be preserved with proper protective barrier, the amount of fill needed for lot development based on existing grades, proposed roadway and building elevations, and drainage plans.
2. Replacement of these trees may be allowed in common areas of the subdivision (i.e., street trees, detention or retention ponds, buffer areas, etc.).

C. *Tree removal activities exempt from permit/replacement requirements.* The following activities shall be lawful without application or issuance of a tree permit and do not require tree replacement:

1. The removal of any invasive plant species as determined by the Florida Department of Agriculture and Consumer Services' "Noxious Weeds" rule set forth in the Florida Administrative Code.
2. The removal or alteration of any tree or vegetation in or about an existing City or utility easement or right-of-way provided such work is done by, or under the control of, the operating utility company, and said company has received all necessary licenses or permits to provide utility service within the easement.
3. Removal or effective removal of trees severely cut by a utility company on SFR and DPX zoned platted lots.
4. Any activity conducted by a lawfully operating and bona fide commercial nursery, tree farm, agricultural operation, silvicultural operation, ranch, or similar operation when the activity occurs on property owned or lawfully occupied by the person conducting said activity and is done in pursuit of said activity. This exemption shall include the purposeful removal of a tree or trees for their permanent relocation at another site undergoing development.
5. Trees located within a City drainage easement, City drainage rights-of-way, or City access rights-of-way that need to be removed to allow for access to or maintenance or clearing and construction of the City's drainage ditches and drainage related facilities.
6. Any activities being conducted under F.S. 163.045 for single family unattached dwellings that have a letter from a certified ISA arborist or a Florida Licensed Landscape Architect showing a tree possess an unacceptable risk to persons or property prior to removal.

D. *Permit requirements.*

1. A permit is required for land clearing/filling. It is prohibited and unlawful to clear trees, fill land, excavate, or dredge any parcel of land prior to the issuance of a single-family building permit or a site development permit, unless otherwise stated in this LDC, or authorized by the Land Use Administrator. The building permit shall act as the tree removal permit.
    a. Vacant properties may be partially cleared to enable the construction of seawalls prior to a permit being issued for a principal structure. Refer to Section 4.01 for requirements.
    b. Vacant properties may be partially cleared for the purpose of removal of unsuitable debris or muck within the buildable area of a site. Refer to Chapter 9 for permitting requirements.
    c. Vacant single-family residential properties that are under common ownership with any developed adjacent residential lot may be cleared of all pines, vegetation, and any trees

less than six inches in diameter if the minimum tree densities are maintained or replaced. Refer to Chapter 9 for permitting requirements.

2. Prior to the removal of any protected tree, an application for tree removal shall be submitted to the City. If the requested removal is in conjunction with an approved building permit, grade and fill permit, or a site development permit, a separate permit need not be obtained, but tree removal shall be addressed during the development order review process. The following types of tree removals require a permit but mitigation is not required.

   a. Trees within clusters if there is a need to relieve thinning or overcrowding of trees, as part of an approved fire mitigation plan.

   b. Protected trees, exclusive of specimen and historic trees, that would not drop the lot below the minimum tree density requirements on SFR/DPX platted lots, as outlined in Section 11.03.01.A.

E. *Removal of protected trees.* Protected trees removed under this section shall require replacement on MFR/COM and IND properties per Table 11-2 and on SFR/DPX properties per Table 11-4 if the tree was originally preserved or planted to meet a requirement of this Chapter or the tree removal would cause the property to no longer meet the minimum tree density standards outlined in Section 11.03.01.A. Upon receipt of a completed application and verification on-site by a certified arborist or the Land Use Administrator, the Land Use Administrator may permit the removal of the following protected trees:

1. Dead, severely diseased, or severely injured trees, as determined by a certified arborist or the Land Use Administrator.

2. Trees that pose imminent danger to the health, safety, and welfare of the public and cannot be corrected through standard arboricultural procedures, as determined by a certified arborist.

3. Trees that pose a sight distance visibility problem along any public right-of-way.

4. Any pine tree within 30 feet of a structure or within a distance from a structure less than the tree's height may be removed as a safety precaution provided the property owner where the tree is located agrees to the removal and applies for the permit.

5. Trees causing structural damage to a foundation, driveway, parking lot, patio, wall, water or sewer line, or which interfere with the construction or repair of public infrastructure or facilities that cannot be corrected by standard arboricultural means.

F. *Tree removal on developed residential lots.* On developed lots zoned SFR, DPX, or EST all provisions of Section 11.02.05.D.2. and Section 11.02.05.E. would apply as well as the requirements to maintain the minimum tree density as outlined in Section 11.03.01.A. The following additional requirements also apply:

1. Protected trees, except specimen and historic trees that are in excess of the minimum tree density for the lot, can be removed without mitigation, but those not in excess of the minimum tree density require replacement per Table 11-4.

2. Removal of a, protected, specimen or a historic tree shall be mitigated as follows:

   a. A protected tree – One shade tree per table 11-4

   b. A specimen tree—One shade tree per Table 11-4.

   . A historic tree—Two trees meeting the standards of Table 11-4 with at least one tree being a shade tree.

G. *Tree thinning on MFR/COM and IND developments.* On properties where the landscaping has been planted for a minimum of ten years or where the property owner has retained or planted more trees than required by this chapter and meets all of the standards of this chapter; tree thinning of overcrowded trees may be requested by the property owner or designated agent upon submittal of a report by a certified arborist to the City. After review, the Land Use Administrator may approve or conditionally approve a thinning of the overcrowded trees when the intent of the original landscape plan and this chapter would still be met by the removal of such trees, and where:

1. Required trees have matured and grown to such a size and density that tree thinning would be the most prudent methodology for maintaining the health and vibrancy of the trees; or
2. Trees in excess of the required minimum have matured and grown to such a size and density that tree thinning would only have an insignificant impact on the overall landscaping of the site.

Preference for removal shall be given to trees having poor structure, root issues, or in declining health. Tree replacement and mitigation are not required after tree thinning.

H. *Requirements suspended.* During a declared emergency, the Land Use Administrator may suspend the requirements of this subsection.

11.02.06. *Tree mitigation standards.* Applicants are strongly encouraged to preserve as much of the existing vegetation as possible. Therefore, existing protected trees are counted toward meeting the landscaping requirements for a site. By saving protected trees, rather than planting new ones, applicants can achieve the minimum planting requirements in a more efficient and economical manner.

Tree mitigation for all protected, specimen, and historic trees for MFR/COM and IND developments shall be provided as shown in Table 11-2 and for SFR/DPX properties shall be provided per Table 11-4. The property owner shall be responsible for the cost of mitigating the trees removed from the property by preserving existing trees, replanting trees on site, or paying a like fee to the tree bank fund (while still maintaining minimum tree density requirements).

Table 11-2: Tree Mitigation Requirements for New MFR/COM and IND Development

Protected Trees	Specimen Trees	Historic Trees	Palm Trees
70% of the predevelopment tree inches removed from the required perimeter buffer areas of the site. Minimum replacement tree size shall be 2½" caliper.	70% of the tree inches removed from the site. Minimum replacement tree size shall be 3" caliper.	100% of the tree inches removed from the site. Minimum replacement tree size shall be 3½" caliper.	40% of palms removed from the site. Minimum replacement shall be 8' clear trunk palms (preferably Sabal Palms).

11.02.07. *Tree bank fund established.*

A. If due to site conditions or configuration, it is impossible or impracticable for the property owner, applicant, or developer to meet the requirements for tree density and/or replacement on-site, the property owner, applicant, or developer shall pay fees of equivalent value into the tree bank fund or plant the trees off-site upon approval of a suitable site or sites by the City. The tree bank fund shall be a separate account set up and shown in City financial records in which all receipts are detailed. All monetary contributions paid to the tree bank fund pursuant to this section shall be used exclusively for the design, planting, or replacement of trees on public lands. Funds may also

be used for relocating trees onto public lands. Funds may also be used for the design and installation of irrigation systems, mulching, arboricultural practices, and staking for these trees.

B. Valuation of contributions to the tree bank fund shall be based on the caliper size and height, if applicable, of the required hardwood tree replacement and quantity of the required palm trees in accordance with City standards. The valuation of cost shall include the current market value of similar type trees and include the following costs: tree cost, delivery, labor to install, mulching and staking.

(Ord. No. 2016-6 , § 2, 11-1-16)

Sec. 11.03. - Landscaping, Buffers, and Irrigation Requirements.

11.03.01. *General landscaping requirements.*

A. *Tree density requirements.* All developments shall be required to provide one tree for every 2,500 square feet, or major fraction thereof, of property area, excluding ponds, lakes and canals.

B. *Preserved trees.* Preserved trees, including those within wetland or associated upland buffer areas, may be counted towards the tree density requirements as long as they are, at a minimum, the same size as the required new trees (refer to Table 11-4). The trees must be in good structural condition and health and the root zone shall be protected during the construction phase of the project.

C. *Protected trees and plants.* The use of protected trees, understory trees, shade trees, accent plants, shrubs, and groundcovers is required to partially or totally satisfy the planting requirements of this chapter. MFR/COM, IND and SUBD developments may use existing healthy pine trees(non-native and invasive pines are not counted for credit), 6 inches diameter and over to meet the minimum tree requirements; however, no more than 25 percent of the pine trees may be credited. The Land Use Administrator may approve alternate plantings if the purpose and intent of this Chapter are met and a nuisance or environmental hazard is not created.

D. *Native vegetation.* Use of native plants and plant species that conserve water, adapt to local conditions, and are drought tolerant are required for all new landscaping. MFR/COM, IND and SUBD developments are required to use reuse water if available. If not available, developments shall plant at least 50 percent of the pervious area of the site with native plants or plants and sod that conserve water, adapt to local conditions, are noninvasive or nuisance species, and are drought tolerant.

E. *Alternative landscape betterment plan.* Where an applicant with a unique or difficult site to develop based on the shape of the lot or its developable area, as determined by the PLDRB or City Council, is unable to meet some of the specific landscaping standards in Chapter 11, the applicant may propose an alternative landscape betterment plan with at least the same quality of required plants and the same amount of landscaped area, but in a revised location or design layout. The applicant must also provide at least two landscape hardscape features not otherwise required that are pedestrian friendly, such as fountains, benches or art work designed to withstand outdoor use. The PLDRB or City Council may approve or conditionally approve the alternative landscape betterment plan if the proposed changes will provide at least as much public benefit, screening from rights-of-way and adjacent properties, and aesthetic appeal as if the landscaping standards were strictly followed. All Tier 1 Technical Site Plans having a landscape betterment plan shall be reviewed by the PLDRB.

F. *Freestanding sign landscaping.*

1. All monument signs shall have shrubbery or flowers planted around the perimeter of the sign extending 3 ft minimum. Signs shall be located so as to provide both adequate visibility from

the public rights-of-way, meet the Florida Department of Transportation Standards for Sight Triangles and Sight Distances, and preserve protected trees.

2. If freestanding signage cannot be shifted within the buffer to allow the required room for screen plantings between the sign and the outside parking envelope area without obscuring visibility to the sign, then the City shall allow a ten-foot radius from the base of the freestanding sign in which lower accent plantings are allowed in lieu of the screen plantings.

G. *Retention and detention ponds.* Stormwater retention/detention ponds shall be naturally shaped with rounded corners, having a minimum radius of seven feet for ponds between 2,500 and 10,000 square feet, and a minimum radius of least a 12 feet for ponds greater than 10,000 square feet, and without geometric straight sides where possible. All wet ponds shall incorporate a combination of aquatic and non-aquatic native plants around the perimeter of the pond to filter runoff of fertilizers, herbicides, and pesticides. This wet pond planting area shall have a minimum area equal to 15 percent of the perimeter of the pond multiplied by 7½ feet. (For example, a pond with a 200-foot-long perimeter would have a wet pond planting area of 225 square feet that could be planted as a five-foot-wide strip 45 feet long.) Alternatively, the applicant may plant some or all of the wet pond planting area within the pond as littoral zone plantings.

H. *Screening plantings.* Above ground structures such as: dumpster enclosures, mechanical equipment, backflow preventers, wells, pumps, tanks, ground-mounted HVAC units, transformers, generators, storage sheds, lift stations, utility cabinets, electrical panels, or ground-mounted cable/satellite television equipment; shall have a medium screen planting, as described in Table 11-4. If the structures are in areas that are visible from an improved public rights-of-way, a medium screen planting as described in Table 11-4 shall be provided between the structures and the rights-of-way. If the structures are in areas that are visible from a parking lot or abutting property without an intervening buffer, fence, or wall, then a medium screen planting, as described in Table 11-4, shall be provided between the structures and the parking lot or abutting property. On transformers, lattice may be used for screening instead. Where vegetation is planted, it shall be setback sufficiently so that at maturity it still meets the Florida Power and Light minimum setbacks from the transformers. All Screening shall be set back from mechanical equipment shall be set back 3 feet.

I. *Plan submittal requirements.* Landscape and irrigation plans shall be submitted for all MFR/COM, IND and SUBD developments and shall be prepared by a Florida registered landscape architect or other licensed professional authorized by state law to prepare such plans. SFR/DPX development landscape plans shall also be required, but do not need to be prepared by a landscape architect.

J. *Street trees and median planting.*

1. In all subdivisions, exclusive of those for SFR/DPX lots, and other developments involving the creation of new streets or shared private access roads, street trees shall be planted in the rights-of-way or a median, unless the Land Use Administrator determines that a conflict exists between trees and utilities located in the rights-of-way, or that sight distances or recovery zones are not in compliance with sound and generally accepted engineering practices and principles. In such cases, the street trees shall be planted outside of the rights-of-way.

2. If street trees are to be located outside of the rights-of-way, trees shall be planted no farther than ten feet outside of the right-of-way line or abutting utility easement, and shall be perpetually maintained. All property owners' associations' covenants and restrictions shall include this requirement, and all property owners shall comply with this paragraph. Street tree plantings shall be in accordance with City standards.

3. Street trees may be included to satisfy the minimum requirements for tree density and buffers.

K. *Utility lines.* Shade trees shall not be planted under or within 15 feet horizontally of overhead power lines. Underground power lines, cable TV, and phone line clearance to trees shall be as specified by the utility providing the lines. Water mains shall be separated a minimum distance of ten feet from shade trees. Distances less than ten feet shall be reviewed and approved by the City. Understory trees that do not attain a height of no more than 14 feet, or that can be maintained below that height by pruning, may be planted under utility lines.

L. *Sight triangles.*

1. Where landscaping is proposed within a sight triangle at an intersection, landscaping shall be planted and maintained so that an unobstructed cross-vision is provided at a vertical level between two feet and seven feet, as measured from the centerline of the adjoining road. Trees may be permitted within the sight triangle, at the discretion of the Land Use Administrator, if the trees have a single trunk and foliage is kept trimmed between two feet and seven feet.

2. The dimensions of the sight triangle shall be as shown in Table 11-3, unless the Land Use Administrator determines other standards in the Florida Department of Transportation Standards for Sight Triangles and Sight Distances are more appropriate, based upon specific traffic or site conditions. The first distance in the table is for the leg along the proposed roadway, and the second distance is for the leg along the existing roadway that the new roadway will intersect. For example, if a proposed driveway will be located along an arterial roadway, choose "Driveway" in the second column and follow it to the right under "Arterial". In this case the leg distance would be 15 feet along the proposed driveway and 50 feet along the arterial roadway.

Table 11-3: Sight Triangle Dimensions Along Driveways and Roadways

		Leg Distance on Existing Driveway or Roadway (see the four columns below)			
		Driveway	**Local Road**	**Collector**	**Arterial**
Leg Distance on Proposed Driveway or Roadway (see column to the right)	**Driveway**	15'/15'	15'/15'	15'/15'	15'/50'
	Local Road	15'/15'	15'/15'	15'/35'	15'/50'
	Collector	35'/15'	35'/15'	35'/35'	35'/50'
	Arterial	50'/15'	50'/15'	50'/35'	50'/50'

Note: The first leg distance listed is the leg along the curb line of the proposed driveway or roadway and the second distance listed is along the curb line of the existing driveway or roadway where the proposed driveway or roadway will intersect. The third leg of the triangle would be a line connecting the furthest points of the two legs. There will be two sight triangles for "T" intersections and four sight triangles for full intersections.

M. *Landscape review for single-family subdivisions by certified HOAs.* A Homeowners Association, or Property Owners Association (HOA) may apply to the City for annual certification to allow deferral of City review of single family home landscape plans and landscape inspections to a certified HOA for the construction of new single-family homes, additions and accessory structures within a subdivision.

HOA certification will be valid for one calendar year from date of certification, and certified HOAs may apply for recertification annually. In order to be certified or recertified, a HOA must provide the following to the City:

1. Covenants and Restrictions or deed restrictions with landscaping requirements that meet or exceed the City's minimum landscape requirements for single-family homes.
2. Proof that the HOA has an Architectural Review Committee or its equivalent that will review landscaping plans for all new single-family homes within its subdivision.
3. Proof that HOA inspects and enforces its landscape requirements.

Approval of certification or recertification does not preclude the City, at its discretion, from conducting evaluation audits which may include landscape inspections, landscape plan review or other applicable evaluations to ensure City Landscape requirements are being enforced. Certification may revoked at any time for non-complying HOAs. Certification does not include the review and inspection for tree removal, fire mitigation, perpetual care, and landscaping and irrigation systems in common areas. The City reserves the right to enforce all provisions of City Codes, including this section. Every certified HOA must provide every ARC approved landscape plan to the City.

11.03.02. *Specific landscaping requirements for developments.*

A. *MFR/COM developments.*

1. *Foundation plantings.* Foundation plantings are intended to soften buildings and improve their aesthetics. Planting beds with a minimum width of four feet shall surround a minimum of 70 percent of the building elevation excluding areas adjacent to building entry doors, fountains, benches and sculptures. Bed lines, where practicable, shall be curvilinear and wrap the corners of the structure with shrubbery plantings no closer than three feet from the building. Screening that is at least four feet wide around loading areas, dumpsters, and mechanical equipment running parallel to the adjacent building elevation may be counted towards these requirements. On sites located along specially designated road segments or roads, as listed in Table 11-5, an average minimum foundation planting bed width of eight feet shall be provided. In this area, a minimum of two different heights of plant material shall be used along with understory trees at the rate of one tree per 50 lineal feet of building wall length. These planting beds shall be located in the most visible areas. The following may be used in order to provide some alternatives to foundation plantings:

    a. *Architectural design.* Foundation planting requirements for multifamily and nonresidential buildings may be reduced by the Land Use Administrator, when it is determined that building façade massing techniques, beyond the minimum architectural standards described in Chapter 13, provide a benefit similar to foundation plantings.

    b. *Landscape design.* Alternative foundation plantings may be permitted (e.g., architectural planter, pots, etc.) or allowed to be relocated along an alternative building elevation by the Land Use Administrator and applied as a credit towards meeting the foundation planting requirement, if demonstrated and determined that the methodology is of equal benefit to the general public and appropriate automatic irrigation facilities are provided.

2. *Wildfire hazard assessment.* The development may be required, at the determination of the Land Use Administrator based on a Forest Resource Assessment and Strategy Map, to include a wildfire hazard assessment for the site prepared and certified by a forester, wildfire mitigation expert, or landscape architect. If the site is determined to be in a medium or higher wildfire hazard area, certain measures must be implemented prior to the issuance of a certificate of occupancy of the building. Wildfire mitigation shall be in accordance with City standards.

B. *IND developments.*

1. *Foundation plantings.* Planting beds at least four feet wide shall be planted adjacent to at least 60 percent of front building elevations, 25 percent of street side building elevations, and ten percent of interior side building elevations, but are not required along rear elevations. Areas adjacent to building entry doors, benches, fountains or sculptures are excluded from these calculations. The following may be used in order to provide some alternatives to foundation plantings:

a. *Architectural design.* Foundation planting requirements may be reduced by the Land Use Administrator, when it is determined that building façade massing techniques, beyond the minimum architectural standards described in Chapter 13, provide a benefit similar to foundation plantings.

b. *Landscape design.* Foundation planting may be relocated along an alternate building elevation if the Land Use Administrator determines that mitigating circumstances are present (e.g., limited depth to the property or the property has an unusual shape) and the alternate location provides equal or greater benefit to the general public.

2. *Wildfire hazard assessment.* The development may be required, at the determination of the Land Use Administrator based on a Forest Resource Assessment and Strategy Map, to include a wildfire hazard assessment for the site prepared and certified by a forester, wildfire mitigation expert, or landscape architect. If the site is determined to be in a medium or higher wildfire hazard area, certain measures shall be required to be implemented prior to the issuance of a certificate of occupancy of the building. Wildfire mitigation shall be in accordance with City standards.

C. *SUBD developments.*

1. *Common area.* Common areas within subdivisions including, but not limited to: entrance ways, recreation areas, gateways, and street islands; shall maintain the same tree density standards as required in Section 11.03.01.A. and the same minimum planting standards as shown in Table 11-4.

a. Temporary sales trailers are required to be skirted and have a short screen planting as defined and described in Table 11-4 with temporary irrigation around all sides visible to the public plus two understory trees, to improve its aesthetics.

b. Unless an easement for perpetual maintenance is provided, buffer planting areas, if required, shall be provided in the common areas of the subdivision and not on individual private lots.

c. Provisions for maintenance of common areas and conservation/wetland areas shall be made through covenants and restrictions or other means.

2. *Landscape buffers.* For subdivisions fronting any of the specially designated road segments or roads as noted in Section 11.03.05.B., Type B or G landscape buffers shall be required.

3. *Wildfire hazard assessment.* The development may be required, at the determination of the Land Use Administrator based on a Forest Resource Assessment and Strategy Map, to include a wildfire hazard assessment for the site prepared and certified by a forester, wildfire

mitigation expert, or landscape architect. If the site is determined to be in a medium or higher wildfire hazard area, certain measures shall be required to be implemented prior to the issuance of a certificate of occupancy of the building. Wildfire mitigation shall be in accordance with City standards.

D. *SFR/DPX developments.*

1. *Number and type of trees.*

a. At least one tree shall be provided for each 2,500 square feet of lot area, or major fraction thereof, excluding ponds, lakes, and canals, per Section 11.03.01.A. On lots one acre or larger this minimum tree planting standard shall only be based on the portion of the lot being developed with buildings, swimming pools, pavement, or new landscaped areas including turf.

b. Regardless of lot size, a minimum of one shade tree shall be provided, preferably in the front yard. At least two shade trees shall be provided on lots at least one-third acre but less than two-thirds-acre, three shade trees shall be provided on lots two-thirds-acre but less than one acre, and four shade trees shall be provided on lots one acre or larger.

2. *Foundation plantings.*

a. Residential homes shall provide foundation plantings consisting of 16 shrubs as described in table 11-4. On interior lots, eight shrubs shall be planted in front of the home, and four shrubs planted on each side of the home. On corner lots, six shrubs shall be planted on each side of the home facing a street, and four shrubs planted on the interior side of the home. When the rear yard of a home faces a saltwater canal, lake, or golf course, an additional four shrubs shall be planted along the rear of the home.

b. All of these required shrubs shall be planted between 2½ and eight feet of the home's foundation.

c. The corners of the house shall be wrapped with shrubbery or have an understory tree planted there. Shrubbery shall be selected using varying heights to accent and soften walls.

3. *Minimum planting requirement.* There shall be a minimum planted area or preserved existing native vegetation area of 60 percent of the pervious open space. The remainder of the pervious open space area may be decorative gravel or decorative crushed stone commonly used for landscaping purposes, or mulches. All swales in rights-of-way shall be sodded.

11.03.03. *Tree and plant types, sizes, and quality.*

A. *Trees, shrubs, and groundcovers.* All trees, shrubs, and groundcovers shall meet or exceed the standards of a Florida No. 1 or better quality as set forth in the latest edition of Grades and Standards for Nursery Plants, Florida Department of Agriculture. Damage to any tree, shrub, or ground cover that puts the plant material at risk of not surviving due to the injury, is grounds for rejection. The planting requirements at time of installation are listed in the following table:

Table 11-4: Minimum Planting and Maintenance Requirements

Type of Development	Shade Trees	Understory Trees	Shrubs and Groundcovers	Accent Plants

MFR/COM, IND and SUBD	Caliper: 3½" Hardwoods or3 sabal palm trees at 8' clear trunk are required to replace 1 shade tree.	Caliper: 1½" Minimum container: 30 gallon-In parking lot islands minimum height shall be 12'—14'.	Shrubs: 3 gallon Groundcover: 1 gallon Short screen planting: shrubs 2' in height, 3-gallon container, and maximum 3' on-center spacing or shrubs 2½' in height, 7-gallon container, and maximum 4' on-center spacing. For either option shrubs shall achieve a minimum height of 3' within 2 years. Medium screen planting: shrubs 2½' in height, 7-gallon container, and maximum 4' on-center spacing installed that achieves within 2 years a minimum height of 3½'. Tall screen planting: shrubs 5' in height and 60% opacity installed that achieves within 2 years a minimum height of 6' and opacity of 80%.	Dwarf to medium 3-gallon container shrubs. Height: 12" minimum at time of planting.
SFR/DPX	Caliper: 2" Hardwood or 3 sabal palm trees clustered at 8' clear trunk are required to replace 1 shade tree.	Caliper: 1" Minimum container: 15-gallon	Shrubs: 3 gallon Short screen planting: shrubs 2' in height, 3-gallon container, and maximum 3' on-center spacing or shrubs 2½' in height, 7-gallon container, and maximum 4' on-center spacing. For either option, shrubs shall achieve a minimum height of 3' within 2 years.	None required

Notes
1. A ten-percent tolerance level may be provided to the above minimum plant sizes to reflect plant variability, or 20-percent tolerance level during times of extremely limited plant availability, at the determination of the Land Use Administrator.
2. Short, medium and tall screen plantings shall be non-deciduous, always maintained to meet their minimum height and opacity standards, and if planted on a berm, the berm may count towards the screening height.
3. Trees shall be allowed to grow to their natural height and typical shape in MFR/COM, IND and SUBD Developments.
4. In the case of mitigation for a historic tree on SFR/DPX properties, also see Section 11.02.05.F.2.b.

1. Existing trees shall count towards any tree requirements as noted in this Chapter if:
   a. The trees are equal to or greater than the minimum sizes in Table 11-4;
   b. Are in good structural condition and health; and
   c. The root zone is protected during the construction phase of the project.
2. For MFR/COM, IND and SUBD developments a cluster of three palm trees or one date palm with a minimum of 8 ft of clear trunk may replace up to 25 percent of the required shade trees, at the ratios shown in this Chapter. Where an architectural theme in an MFR/COM or SUBD development has a dominant tropical design, clusters of three palm trees may replace 50 percent of the required shade trees with the same spacing requirements. On SFR/DPX developments, clusters of three palm trees may replace up to 50 percent of the required shade trees, but in all cases at least one shade tree shall be provided.

B. *Turf.* Grass areas shall be planted with sod in a species normally grown as permanent lawns in East Central Florida. Newly installed Bahia sod shall be healthy and have no more than 20 percent

weeds or unlike grass species. Newly installed St. Augustine, Seashore Paspallum, Bermuda, and Zoysia sod shall have no more than five percent weeds or unlike grass species. For newly installed turf where irrigation is not provided, grass species shall be Bahia grass or Bermuda grass where appropriate. All areas of a disturbed site not otherwise landscaped or not left in natural native vegetation shall be grassed, or mulched, at a minimum.

11.03.04. *Parking lot landscaping requirements.*

A. *Screening.* Screening from the right-of-way and adjacent properties in the form of a short screen planting, as defined herein, is required for off-street parking lot areas where the perimeter buffer does not already include one. The height shall be measured from the top of the adjacent parking surface, and if planted on a berm, the berm height can be included towards the minimum height.

B. *Internal parking lot landscaping.* Internal parking lot landscaping shall comprise an area equal to a minimum of ten percent of the vehicular use area excluding those areas beneath vehicular canopies, such as a bank drive-thru or a convenience store with gas pumps. The vehicular use area is the total area of all parking stalls, drive aisles, and access ways within the limits of the property being developed. Sites zoned industrial can exclude vehicular use areas designated for heavy-duty truck parking, loading, and maneuvering from these calculations.

1. *Landscape islands.*

a. A qualifying island or planting area shall contain at least one tree per landscaped island. Shade trees shall only be planted in islands having at least nine feet in width and at least 300 square feet of island area per tree, except for median islands described in Section 11.03.04.B.2.a.(1).

b. Required islands shall be a minimum of 150 square feet in area and shall have one understory tree unless the island is large enough for a shade tree, or a grouping of three palms.

2. *Placement of landscape islands.*

a. No more than five consecutive parallel parking spaces may be constructed without separation by a vehicular use area landscape island, and no more than ten consecutive parking spaces may be constructed without separation by a landscape island, except as specified below:

(1) Where shade trees are planted at a minimum of 50 feet on-center the length of a center island located between two rows of parking spaces ("median island"), the median island shall have a minimum planting width of eight feet. If understory trees or a cluster of three palm trees are planted instead, the median island shall have a minimum width of five feet with the understory trees or clusters of three palms spaced a minimum of 30 feet on-center.

(2) Where a minimum of an additional five feet of buffer width is provided, in addition to any required perimeter buffer width, along the outside edge of the parking lot adjacent to the parking spaces, with shade trees planted at a minimum of 50 feet on-center.

b. If stabilized grass parking is approved, the parking spaces shall be delineated with parking stops and the required vehicular use area islands shall be provided.

c. All parking rows ending adjacent to drive or parking aisles shall be terminated by a landscape island ("terminal island") that is at least five feet in width.

3. *Design requirements for landscape islands.*

a. Where light poles or flagpoles are placed in landscape islands that contain shade trees, the minimum size of those landscape islands shall be increased by 150 square feet, and the pole shall be located at least 15 feet from the shade tree.

b. Curbing shall be installed around the perimeter of all landscape islands that abut paved parking or drive aisles. Where the landscape islands abut stabilized grass parking, pressure-treated timbers (minimum size of six inches by six inches), securely attached with rebar to the ground, are allowed in lieu of the curbs. Curbing or areas beneath the pressure-treated timbers shall not be counted towards the landscape island areas.

c. The Land Use Administrator may supersede specific landscaping standards in this subsection when they conflict with concerns expressed by the Fire Department or utility providers regarding public safety.

d. Landscape islands shall have at least one tree credit for every 165 square feet of required internal parking lot landscape areas; with understory trees receiving one tree credit, clusters of three palm trees receiving 1½ tree credits, and shade trees receiving two tree credits.

4. *Alternate planting requirements for parking lot islands.* The following specific planting requirements relate to internal parking lots:

a. In lieu of providing the minimum open space in a parking lot island, the Land Use Administrator may approve one or more of the following practices:

(1) Structural soils;

(2) Structural bridging under sub-base and pavement areas;

(3) Soil trenches/root paths that allow roots to access larger soil areas; or

(4) Other methodology, such as pervious pavers, that provide adequate means for tree roots to properly grow.

b. Upon submittal and approval of design plans and specifications of an alternate means of rooting area under a paved surface, the minimum parking lot island planting area as required in this section may be reduced. Structural soil specifications shall comply with City standards.

5. *Driveway medians.* A landscaped island ("driveway median") may be installed to separate the ingress and egress driveways of an access way. This driveway median shall meet the planting and design requirements for landscape islands.

6. *Flexibility.*

a. The Land Use Administrator may permit the use of architectural planters to provide partial credit towards landscape island/area requirements, if found to be of equivalent public benefit and where no other practical options exist.

b. The Land Use Administrator may permit more than ten contiguous parking spaces without an island in order to promote tree preservation or when unique site circumstances exist, such as redevelopment.

c. The Land Use Administrator may reduce the minimum area for parking lot islands if it is determined adequate tree rooting area is provided below the pavement area, per the City Technical Manual.

7. *Related standards.*

a. For large scale commercial centers, see Sections 4.15.03.B. and 4.15.03.C.

b. For screening of mechanical equipment, utilities and storage areas, see Section 13.04.07.A.

11.03.05. *Landscape buffer requirements.*

A. *Buffer type determination.* Determining perimeter buffer requirements for a site consists of a two-step process:

1. Use Table 11-5 to determine the type of buffer required.
2. Use Table 11-6 to find the design standards for the particular buffer required.

B. *Perimeter buffer requirements.* Table 11-5 shows the perimeter buffer types required based on the zoning of the subject property and the adjoining zoning/use. The zoning of the subject property is shown on the second row with the black background and the adjoining zoning/use is shown on the left-hand column. To use Table 11-5, go along the second row to find the subject property's zoning and then go down that column to where it aligns with the same row as the adjoining zoning/use. For example, if the proposed development is located on land zoned "IND-1" and the abutting land is zoned "MFR-1" then use the "IND" column at the right-hand side of the table and follow it down to the row labeled "MFR", which would require a perimeter buffer type "D", "E", or "F".

Table 11-5: Perimeter Buffer Requirements[5]

	Zoning of Proposed Development				
	AGR, PRS, P & G	**SFR, DPX, EST**	**MFR, MHD**	**OFC, COM, MPD[1], PSP[2]**	**IND**
Adjoining Zoning/Use (shown below):					
AGR, PRS, P&G	None	None	None	None	None
SFR, DPX, EST	None	D, E or F[1A]	D, E or F	D, E or F	D, E or F
MFR, MHD	None	D, E or F[1A]	C	D, E or F	D, E or F
OFC, COM, MPD [1], PSP [2]	None	None	C	C	D, E, or F
IND	None	None	C	C	C
Non Specially Designated Roads	None	A	A	A	A
Specially Designated Segments Palm Coast Parkway, Palm Harbor Parkway and Colbert Lane [3]	None	B	B	B	B

Other Specially Designated Roads or Segments Thereof [4]	None	G	G	G	G
Retention Pond, Lake, or Canal	None	None	None	C	D, E or F

[1] In the MPD zoning district the requirements shall revert to the underlying zoning district or use for the subject property, as described within the MPD Agreement.
[1A] Buffer requirements only when the Finished Floor Elevation differs by 2' or more.
[2] Requirements in the PSP zoning district shall revert to the existing or proposed use on the property, as determined by the Land Use Administrator.
[3] Segments are limited to Palm Coast Parkway east of I-95, Palm Harbor Parkway south of the Hammock Dunes Bridge, and Colbert Lane from the south right-of-way line of Palm Coast Parkway SE to 2,200 feet to the south.
[4] Other specially designated roads or segments thereof, include the following: Belle Terre Parkway, Belle Terre Boulevard, Colbert Lane (segment north of Palm Coast Parkway SE and segment more than 2200 feet south of Palm Coast Parkway SE), Cypress Point Parkway, 1-95, Matanzas Woods Parkway, Old Kings Road, Palm Coast Parkway (segment west of 1-95), Palm Harbor Parkway (segment north of the Hammock Dunes Bridge), Pine Lakes Parkway, Royal Palms Parkway, S.R. 100, Seminole Woods Parkway, U.S. 1, and White View Parkway.
[5] Land Use Administrator may add landscaping from other buffer areas to create more impactful buffer.

1. For nonresidential uses, a perimeter buffer will not be required between two or more newly created adjoining lot lines when subdividing a parcel of land that has an existing development or an approved site plan. (For example, two outparcels in front of a shopping center with an anchor tenant building.) In order to qualify, the existing or approved project and future developments on the proposed lots must have approval for a unified or master site plan that incorporates shared facilities including: access, stormwater facilities, and connectivity.
2. The double-frontage lots fronting along Palm Coast Parkway SE or Palm Coast Parkway NE and fronting along the City un-named right-of-way, located about 350 feet south of Palm Coast Parkway NE and extending east from Florida Park Drive to the Intracoastal Waterway, do not have to provide any buffers along the City un-named right-of-way.

C. *Buffer design standards.* The required buffers shall meet the following landscape standards:

Table 11-6: Buffer Design Standards

Type	Width[1]	Shade Trees per Linear Feet	Maximum Shade Tree Spacing per Linear Feet	Understory Trees per Linear Feet	Short Screen or Tall Screen	Accent Planting per Linear Feet	Decorative Wall/Fence
A	10'	1/50'	75'	1/50'	Short Screen	N/A	N/A
B	35'	1/50'	75'	1/50'	Short Screen	30/100'	N/A
C [2]	10'	1/50'	75'	Optional	Short Screen [3]	N/A	N/A
D [2]	10'	1/50'	75'	Optional	Not Required	30/100'	Decorative Wall
E [2]	20'	1/50'	75'	Optional	Tall Screen	N/A	Optional

F [2]	15'	1/50'	75'	Optional	Not Required	30/100'	Fence
G	25'	1/50'	75'	1/50'	Short Screen	30/100'	N/A

[1] A 35-foot Buffer B may be averaged with a minimum width of 25 feet and maximum width of 45 feet, and a 25' Buffer G may be averaged with a minimum width of 20 feet and a maximum width of 30 feet.

[2] Where an adjoining lot is undeveloped, shade tree spacing in the subject lot's adjoining buffer shall be increased to one per 75 linear feet and maximum spacing increased to 90 feet. Where an adjoining lot has been developed with an adjoining buffer having shade trees, the subject lot shall have understory trees planted that are staggered between the shade trees.

[3] Not required if the adjoining property has already been developed with the shrubs already planted, or where multi-family, office, or commercial uses are adjacent to any pond, lake, canal or waterway and the view would be an enhancement for the proposed project while not negatively impacting neighboring properties, as determined by the Land Use Administrator. Also, not required when industrial properties are adjacent to each other, except where a parking area is unscreened and adjacent to the buffer.

1. Landscape buffer areas shall be located at the perimeter of the site. Plantings shall not be located in any portion of a public or private right-of-way or drainage easement, unless permitted by a landscape easement. Short, medium and tall screen plantings may be located between the minimum landscape buffer area and the parking lot, building, structure or equipment they are intended to buffer. If not screening parking areas or other areas required to be screened, these screen plantings can be incorporated into the required foundation plantings.
2. At least 50 percent of the existing native vegetation shall be preserved within the landscape buffer area. Preserved native vegetation within the buffer shall be hand cleared of vines, debris, and dead branches to present an attractive transition from maintained to natural. If native vegetation is not present, is insufficient to meet the screening required by this section, or the Land Use Administrator has determined that it must be removed due to required site grading or existing utilities, then plant material shall be installed to meet the buffer requirement.
3. When calculating the required number of trees and shrubs within a buffer, the width of access ways or easements running perpendicular to the buffer shall be subtracted from the property length.
4. Understory trees may be used in lieu of shade trees where noted in Table 11-6 as "Optional"; however, no more than 25 percent of the required trees may be understory trees. Unless limited by utility easement, then shade trees may be permitted at maximum required percentage as determined by Land Use Administrator.
5. Where accent plants are required, no more than 30 percent of the planting bed area shall be comprised of groundcover plants.
6. Uses within buffers:
    a. Buffer yards shall be limited to passive recreation and may contain pedestrian or bicycle trails and public amenities such as decorative fountains, artwork, and similar structures.
    b. Mechanical equipment or structures, directional signs, and backflow preventers may be allowed in perimeter buffer areas pursuant to approval by the Land Use Administrator.
    c. In a buffer ten feet or less in width, none of the required buffer area may be used for stormwater retention/detention. In a buffer 15 feet in width, no more than 33 percent of the required buffer area may be used for stormwater retention/detention. In a buffer 20

feet or more in width, no more than 50 percent of the required buffer area may be used for stormwater retention/detention. These ratios shall be reduced if insufficient room is left for plantings.

d. A required buffer shall be at least 15 feet wide before it can be encumbered by the partial overlap of a sidewalk or utility easement running parallel to the buffer, and the overlap shall not exceed one-third of the required buffer width. This ratio may be reduced if stormwater retention/detention areas are also in the buffer or if there is insufficient room for plantings.

7. Decorative walls and fences, when required, shall be six feet in height and comply with the material and design requirements (see Section 4.01 for material and design requirements for walls and fences).

D. *Miscellaneous buffer requirements.*

1. *Vehicle display areas.* For automotive, recreational vehicles, motorcycles, motorized watercrafts, and other similar displays, a maximum of 33 percent of the frontage short screen plantings may be reduced to a height of 12 inches at time of planting if a minimum height of 16 inches shall be achieved within two years and maintained at such height. The balance of the short screen planting shall be installed and maintained per the height standards in Table 11-4.

2. *Frontage road buffers.* Frontage roads that parallel the main road serving a site may encroach into a front landscape buffer if no less than ten feet of the required buffer is provided on the development side of the frontage road with the remaining footage of the buffer width on the side of the main road.

3. *Fleet rental parking buffers.* Fleet rental parking spaces (excluding spaces limited to the renting of automobiles or pickup trucks) shall be located to the side or rear of the building and screened with a tall screen planting.

4. *Phased projects.* Any development that proposes phasing shall be required to provide perimeter buffer plantings adjacent to existing development and rights-of-way that are visible to the general public. If existing trees and vegetation are sufficient to provide this buffer, they may be used to satisfy this requirement. The certificate of occupancy for the initial phase shall not be issued until the buffer plantings have been provided.

11.03.06. *Irrigation requirements.*

A. *Requirements by type of development.*

1. *MFR/COM, IND:* These developments shall meet the irrigation design standards contained in this section.

2. *SUBD:* Irrigation systems for all common areas of a subdivision, including planted medians, shall be designed and installed with the subdivision infrastructure in accordance with this section. If the owner elects, the planting and irrigation of street trees on individual lots may be postponed until the lot is developed.

B. *Design standards.* Irrigation systems shall meet all City irrigation design standards as well as the following:

1. *Water conservation.* Irrigation systems shall be designed in such a way as to minimize runoff or spraying of irrigation water onto roadways, driveways, and adjacent properties that are not under the control of the owner. The irrigation systems shall be designed to locate plants into water use zones having the same irrigation needs.

2. *Water source.* Non-potable water use demands shall be met using water of the lowest quality supply that is both available and feasible for the intended application, as determined by the Land Use Administrator. Water reuse or water reclamation programs, if available, shall be used to reduce groundwater or surface water withdrawals for water use applications which do not require potable water. The following are the water source priorities of the City from highest preference to lowest preference:

    a. Reclaimed water.

    b. Stormwater, lake, or canal.

    c. Groundwater (well).

    d. Potable water.

3. *Temporary irrigation.* All landscape installations shall make necessary provisions for watering to establish and guarantee plant survival. Sites with these types of irrigation systems shall use super absorbents in the planting backfill as well as native plants or xeric plants and trees. A watering schedule shall be submitted. For an example, see the University of Florida Extension publication ENH856 - Tree Specifications for Planting and Shrubs in the Southeastern United States. Specifications shall be included to provide one of the following:

    a. Automatic irrigation;

    b. Hand watering via hose bib or other water source;

    c. Water truck hand watering; or

    d. Automated water bags.

4. *Irrigated areas.* The irrigation system, unless temporary, shall have mainlines and lateral lines buried underground and designed to provide adequate irrigation to all landscaped areas except for areas of existing native vegetation or planting areas comprised of vegetation that conserves water, is adaptable to local conditions, and is drought tolerant.

5. *Backflow prevention.* Irrigation systems connected to a potable water source shall have a backflow prevention assembly installed as required and approved by the Land Use Administrator. Permitted wells shall have a serviceable double-check valve as required and approved by the Land Use Administrator. See Chapter 9 for these requirements.

6. *Moisture sensing device or smart irrigation system.* All irrigation systems shall have an operational moisture-sensing device or a smart irrigation system such as a rain detection device.

11.03.07. *Installation of plants.* All landscaping is to be installed in a professional manner following good nursery practices as set by the Florida Nurserymen Landscape and Growers Association. All planting requirements shall meet or exceed the standards set forth in this chapter and the University of Florida Extension Publication ENH856 - Tree Specifications for Planting Trees and Shrubs in the Southeastern United States.

A. *Mulching requirements.* All planting areas shall be mulched with a minimum of three inches and a maximum of four inches of mulching material. The type of mulching material is subject to approval by the Land Use Administrator.

B. *Turf.* See Section 11.03.03.B. for turf requirements and quality.

11.03.08. *Compliance with approved plans; maintenance.*

A. *Compliance with approved plans.* All required plantings as shown on the approved landscape plans must be completed prior to issuance of a certificate of occupancy.

B. *Maintenance.*

1. The owner is responsible for maintaining the approved landscaping on-site in a healthy condition indefinitely. All required plant material that dies, or becomes unhealthy and is not treatable, shall be replaced within 30 days. When any plants are replaced because they are dead, diseased, or destroyed by acts of nature, they should be of the same or similar species and meet the size standards of Table 11-4.

2. Pruning standards for all tree work done in the City shall follow American National Standards Institute (ANSI) A300, Part 1 "pruning standards" as well as ANSI Z133.1-2000 standards for safety.

   a. The owner, tenant and their agents including personnel and companies who provide the tree services shall be jointly and severally responsible for following these pruning specifications and for tree damage or loss. Trees shall not be topped (hat-racking), over-lifted (lions-tailing), shaped, or significantly pruned, but shall be allowed to grow to maturity and attain their natural form so that crown development is not inhibited. Trees may only be pruned to maintain good health and growth by removal of limbs that are dead, weak, insect or disease-infested, storm damaged, crowded, rubbing other limbs, low and interfering with pedestrians or vehicles, or to maintain safe distances from utility lines.

   b. For maintenance of commercial properties, including: office, medical, retail, and industrial uses; and multi-family projects of 25 units or more, tree pruning of branches one inch or larger and at a height of eight feet or more shall only be provided by or under the direct supervision of arborists certified by the International Society of Arboriculture within Florida..

3. Adequate provision shall be made, as approved by the Land Use Administrator, for the perpetual maintenance of common areas through covenants and restrictions or other means. These requirements can be achieved through either existing tree preservation (preferred) or by planting new trees. Buffer plantings shall be planted in common areas and not private lots, unless a landscape maintenance easement is granted with adequate perpetual maintenance assurances.

4. The owners are responsible for maintaining the approved irrigation system in an operable and efficient condition in perpetuity.

5. For developed lots and the improved portions of partially developed parcels, the owners are responsible for ongoing removal of all invasive plant species, as determined by the Florida Department of Agriculture and Consumer Services "Noxious Weeds" rule set forth in the Florida Administrative Code.

6. The City may conduct periodic inspections to assure compliance with the planting and maintenance requirements of this section. If a violation is found the City will notify the owner that they have 30 days in which to replace plants and make any other necessary repairs. Continued violation after the 30 days will be referred to the Code Enforcement Board or another enforcement mechanism will be used.

11.03.09. *Construction phase/acceptance of improvements.*

A. *Construction phase.*

1. *Permit.* No site work shall commence until appropriate tree protection and erosion control measures are in place and approved by the Land Use Administrator.

2. *Pre-construction meeting.* Prior to any site clearing on MFR, COM, IND, and SUBD developments, all trees and areas with shrubs to remain shall be properly marked and barricaded as indicated in this Chapter. A pre-construction conference shall be scheduled

with the general contractor, land clearing contractor or its designee, and City staff to review specific criteria for construction.

3. *Erosion control.* Best management practices shall be utilized.

B. *Acceptance of improvements.*

1. *Certificate of occupancy.* No certificate of occupancy may be issued until all specifications on the approved plan have been attained unless the Land Use Administrator determines that an extension of up to sixty (60) days is warranted and the required landscape and irrigation are covered by a surety given to the City on a form provided by the City, in the amount of one hundred fifty (150) percent of the estimated value of the unfinished work.

2. *As-built drawings.* Landscape and irrigation as-built drawings (as-builts) are required prior to the certificate of occupancy of the project being issued in any zoning district except for SFR, DPX, and EST. The irrigation as-builts provided to the City for future reference shall include certification via signed and sealed plans by a landscape architect for location of water source, rain sensor, valves, clocks, and heads. The purpose of the irrigation as-built drawings is to provide reasonable assurance that the irrigation system is installed in accordance with City approved irrigation plans. Approximate underground pipe run locations will be acceptable in lieu of exact locations. As-builts may be bonded according to the procedure as noted in Section 11.03.09.B.1.

(Ord. No. 2016-6 , § 2, 11-1-16)

Sec. 11.04. - Enforcement/Remediation and Penalties.

11.04.01. *Cease and desist orders.* The Land Use Administrator may issue a cease and desist order for a maximum of two working days whenever a violation of this subpart has occurred. Upon review of the violation, the Land Use Administrator may extend the cease and desist order until the violation is brought into compliance and all resulting fines incurred as a result of the violation are paid.

11.04.02. *Correction of violation/remediation.* The City shall take the following actions when a violation of this chapter has occurred in addition to all other available code enforcement remedies:

A. *Tree replacement remediation requirements*. Each tree destroyed or significantly damaged contrary to the latest ANSI A-300, Part I standards, including removal or effective removal, shall be replaced on SFR/DPX properties pursuant to Table 11-4 by a desirable type of tree; and on MFR/COM and IND properties only, the total diameter inches of the protected trees removed shall be replaced with a minimum replacement tree size of six-inch caliper. On MFR/COM and IND properties a mitigation plan consistent with this Chapter must be submitted to the City for review. This plan may require, in part, contribution to the tree bank fund. If contribution is to be made into the tree bank fund, the monetary equivalent amount of such contribution shall be determined pursuant to Subsection 11.02.07. The mitigation plan shall also require mitigation of any other damage to the property. Each tree so damaged or removed shall be considered a separate violation of this LDC.

B. *Sites cleared without approved tree surveys.* If the site has been cleared and the trees have been removed from the site such that the Land Use Administrator is unable to determine with reasonable certainty the number of protected trees removed in violation of this subpart, the violation may be corrected or partially corrected by paying into the tree replacement fund. The Land Use Administrator will determine the appropriateness and numbers of tree replacements to be planted back on the lot upon inspection. No work shall continue until the tree replanting plan has been approved. The contributions assessed under this subsection shall be payable to the City within ten working days after assessment. All replanting shall be required to be irrigated.

C. *Clearing without construction/inspections.* Permitted projects which are cleared, and upon which construction and inspection has not occurred within six months of clearing, shall be subject to mitigation per Table 11-2, as well as stabilization of all disturbed areas with sod or seed. In areas where a tree survey was accomplished, all protected trees on the survey shall be mitigated, and in areas where trees were not surveyed, the fine established by the City shall apply. Additionally, all perimeter buffer plantings, as shown on the approved plans, shall be installed and irrigated. Trees used in these buffers shall be credited towards the mitigation requirements.

11.04.03. *Appeals.* Any person aggrieved by an administrative order of the Land Use Administrator may appeal the order to the Planning and Land Development Regulation Board in accordance with requirements in Chapter 2.

(Ord. No. 2016-6 , § 2, 11-1-16)

Sec. 12.01. - Generally.

12.01.01. *Purpose and intent.*

(1) It is the purpose of this chapter to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory sign standards. The sign regulations in this chapter are also designed and intended to meet the statutory requirement that this municipality adopt land development regulations that regulate signage, a requirement set forth in F.S.

§ 163.3202(f). The sign regulations in this chapter are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the adverse secondary effects of signs. The sign regulations are especially intended to address the secondary effects that may adversely impact aesthetics and safety. The sign regulations are designed to serve substantial governmental interests and, in some cases, compelling governmental interests such as traffic safety and warning signs of threats to bodily injury or death. The City specifically finds that these sign regulations are narrowly tailored to achieve the compelling and substantial governmental interests of traffic safety and aesthetics, and that there is no other way for the City to further these interests.

This chapter regulates signs, as defined in this Unified Land Development Code, which are placed on private property. This chapter is not intended to extend its regulatory regime to objects that are not traditionally considered signs for purpose of government regulation.

The City boundary is depicted on the official zoning map. In order to preserve and promote the City as a desirable community in which to live, recreate and do business, a pleasing, visually attractive environment is of foremost importance. The regulation of signs within the City is a highly contributive means by which to achieve this desired end.

This chapter is intended to serve the following purposes:

A. Maintain the established suburban character of the City by regulating all exterior signage in a manner which promotes low profile signage of high quality design and enhances the City's ability to attract sources of economic development and growth;
B. Protect and maintain the visual integrity of roadway corridors within the City by establishing a maximum amount of signage on any site to avoid visual clutter;
C. Protect motorists from visual distractions, obstructions, and hazards by regulating the location of signs;
D. Enhance the appearance of the physical environment by requiring that signage be designed to complement the architecture of the structure which the signage is intended to identify, and sited in a manner which is sensitive to the existing natural environment;
E. Allow signage that satisfies the visibility, identification, and communication needs of the local business community;
F. Foster civic pride and community spirit by maximizing the positive impact of development;
G. Establish procedures and regulations for the construction and maintenance of signs, removal of nonconforming signs, variances, and enforcement of these regulations;
H. Improve pedestrian and traffic safety;
I. Minimize the possible adverse effect of signs on nearby public and private property;
J. Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of signs which compete for the attention of pedestrian and vehicular traffic;
K. Preclude signs from conflicting with the principal permitted use of the site and adjoining sites;
L. Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed, and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;
M. Protect property values by precluding to the maximum extent possible sign-types that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;

N. Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the City and that complements the natural surroundings in recognition of this City's reliance on its natural surroundings and beautification efforts in retaining economic advantage for its master planned community, as well as for its major subdivisions, shopping centers, and industrial parks;

0. Allow for traffic control devices and government signs without regulation, consistent with state and national standards, because they promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and by notifying road users of regulations and providing state and nationally consistent warning and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream and modes of travel, while regulating private signs to ensure that their size, location and other attributes do not impair the effectiveness of such traffic control devices;

P. Enable the fair and consistent enforcement of these sign regulations;

Q. Promote the use of signs that positively contribute to the aesthetics of the community, are appropriate in scale to the surrounding buildings and landscape, and advance the City's goals of quality development;

R. Provide standards regarding the non-communicative aspects of signs, which are consistent with city, county, state and federal law;

S. Ensure that the benefits derived from the expenditure of public funds for the improvement and beautification of streets, sidewalks, public parks, public rights-of-way, and other public places and spaces, are protected by exercising reasonable controls over the physical characteristics and structural design of signs;

T. Ensure that the constitutional guaranteed right of free speech is protected. Applications will be reviewed only with respect to sign structure or placement, excluding any reference to message, category, subject, topic or viewpoint;

U. Reduce the Impact of Sign Clutter. Excessive signage and sign clutter impair legibility and undermine the effectiveness of governmental signs, Traffic Control Devices and other required signs (such as building, unit or house number signs, street identification signs, and building identity signs) that are essential to identifying locations for the delivery of emergency services, mail and package delivery, and other compelling governmental purposes The intent of these sign regulations is to enhance the visual environment of the City, ensure that City residents and visitors can safely navigate through the City to their intended destinations, and promote the continued well-being of the City. It is therefore the purpose of this Chapter to promote aesthetics and the public health, safety and general welfare, and assure the adequate provision of light and air within the City through reasonable, consistent and nondiscriminatory standards for the posting, displaying, erection, use, and maintenance of signs and sign structures that are no more restrictive than necessary to achieve these governmental interests; and

V. Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs.

(2) Where there is conflict between this chapter and other sections of this Code, the most restrictive regulations shall apply.

(3) This chapter does not regulate government signs on government property.

12.01.02. *Applicability.* These regulations apply to signs within residential and nonresidential areas. Signs shall be erected, placed, established, painted, created, and maintained in the City only in conformance with the regulations, procedures, exemptions, and other requirements of this chapter and pursuant to City standards and the Florida Building Code.

12.01.03. *Effect.* The effect of this chapter is to prohibit all signs not expressly allowed in this Code, except as approved through the variance process established herein and in Chapter 2.

12.01.04. Definitions. Words and phrases used in this chapter are defined in Chapter 14 (Glossary).

(Ord. No. 2009-26, § 59, 12-15-09; Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.02. - Sign Permits.

12.02.01. *Permit required.*

A. It is prohibited and unlawful for any person to erect, construct, alter, or relocate within the corporate City, any sign without first obtaining a sign permit, except as otherwise specified in this chapter. Applications shall be filed in accordance with City standards.

B. When considering the placement of freestanding signs, the Land Use Administrator shall consider the location of public utilities, sidewalks, and future street widening.

C. The sign permit application shall be reviewed for a determination of whether the proposed sign meets the applicable requirements of this section and any applicable zoning law. The review of a completed sign permit application shall be completed within ten calendar days.

(Ord. No. 2009-26, §§ 60, 61, 12-15-09; Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.03. - Exempt and Prohibited Signs.

12.03.01. *Exemption from permitting.* The following signs are exempt from sign permit requirements; however they shall meet all other code requirements, including applicable construction regulations, and electrical permits as determined by the adopted electrical code:

A. Temporary Signs.

B. Signs required by federal or state law;

C. A sign (except a window sign which shall be subject to the provisions of this section) located entirely inside the premises of a building or enclosed space;

D. A motor vehicle sign, other than a prohibited vehicle sign or signs, as set forth in Subsection 12.03.02;

E. The change of copy on permitted manually changeable copy signs;

F. For 911 emergency response systems and public safety purposes, street address signs and residential mailboxes;

G. For 911 and emergency response systems, signs which identify the occupant;

H. Machinery and equipment signs. Machinery and equipment signs shall be allowed in all districts;

I. Where a federal, state or local law requires a property owner to post a sign on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically, the owner must comply with the federal, state or local law to exercise that authority by posting a sign on the property;

J. Signs protected by state statutes; and

K. Signs regulated by state statute. Sign applicants claiming an element of their proposed sign is regulated by F.S. § 553.79(22), as may be amended from time to time, must include all supporting documentation with their application and a clear and concise statement of regulatory applicability for review.

12.03.02. *Prohibited signs.* Except as required by state law or otherwise permitted by this Article, any sign installed or placed on public property shall be deemed illegal and shall be forfeited to the public and subject to confiscation. In addition to other remedies, the City shall have the right to recover damages from the owner or person placing such sign. It is prohibited and unlawful to erect or maintain any sign not specifically authorized by this chapter, including:

A. Signs that are in violation of the building code or electrical code adopted by the City;

B. Any sign that constitutes a traffic hazard or a detriment to traffic safety, as determined by accepted engineering standards, by reason of its size, location, movement, content, coloring, or intensity of illumination;

C. Signs using lights or illuminations that flash, move, rotate, blink, flicker, scroll like [stock tickers or have strobe effects, except when required by the Federal Aviation Authority;

D. Signs that have video, animation or full-motion graphics;

E. Signs that have audible components or sound;

F. Digital signs on vehicles or trailers

G. Signs using exposed incandescent or LED bulbs in excess of 11 watts;

H. Signs that are of such intensity or brilliance as to cause glare or impair the vision of any motorist, cyclist, or pedestrian using or entering a public way or that are a hazard or a nuisance to occupants of any property because of glare or other characteristics;

I. Pursuant to state law, signs using words and traffic control symbols which interfere with, mislead, or confuse traffic, such as "stop", "look", "caution", "danger", "slow", or which violate with the Manual on Uniform Traffic Control Devices (MUTCD);

J. Signs that resemble any official sign or marker erected by any governmental agency or that by reason of position, shape, or color, would conflict with the proper functioning of any traffic sign or signal, or be of a size, location, movement, color, or illumination that may be reasonably confused with or construed as, or conceal, a traffic control device;

K. Signs within ten feet of public rights-of-way or 100 feet of traffic control lights that contain red or green lights that might be confused with traffic control lights;

L. Signs attached to traffic control devices or utility poles;

M. Signs attached to trees;

N. Signs made of combustible materials that are attached to or located within 20 feet of fire escapes or firefighting equipment;

O. Signs that obstruct a fire escape, window, door, or other opening used as a means of ventilation, ingress, or egress;

P. Any type of balloon signage;

Q. Signs that incorporate projected images;

R. Signs that involve the use of live animals;

S. Signs that emit audible sound, odor, or visible matter such as smoke or steam;

T. Signs that contain any lighting or control mechanism that causes unreasonable interference with radio, television, or other communication signals;

U. Signs that are painted, pasted, or printed on buildings or any curbstone, flagstone, pavement, or any portion of any sidewalk or street, except house numbers and traffic control signs required by law;

V. Off-site signs;

W. Banners or signs placed across any public street, park, or property;

X. Private signs erected within any navigable waterway within the City;

Y. Portable signs, except as provided in this Chapter;

Z. Roof, marquee, and pole/pylon signs;Abandoned signs;

AA. Paper, cardboard, chalk, or white-board signs, except as allowed in this chapter;

BB. Exposed neon or LED signs;

CC. Any sign or illumination that causes any direct glare into or upon any building, other than the building to which the sign may be related;

DD. A-frame signs, except as provided in this Chapter;

EE. Any sign located within a right-of-way, except as may be allowed by this chapter;

FF. Signs as a principal use in any zoning district;

GG. Snipe signs;

HH. Signs mounted to fences except as permitted in this chapter;

II. Parasite signs;

JJ. Motor vehicle signs or any signs attached thereto or placed thereon subject to the following exceptions:

1. Any vehicle appropriately parked on private property so long as the vehicle is used regularly, is only parked while not in use, and is not intentionally parked on the private property for the sole purpose of displaying the sign on the vehicle.
2. Any vehicle appropriately parked in a non-residential area upon which is placed a sign, if such vehicle is one that is operated during the normal course of business; provided, however, that no such vehicle

shall be routinely parked in a location for the purpose of serving as, or constituting, additional signage.

3. Buses, taxicabs, and similar common carrier vehicles that are licensed or certified by the City of Palm Coast, Flagler County, other governmental entities, and/or Florida Public Service Commission.

KK. Permanent commercial signs on lots without a principal use; and

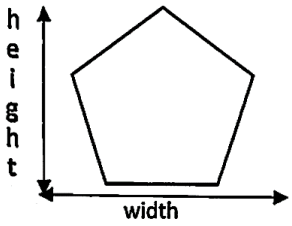
LL. Pole signs.

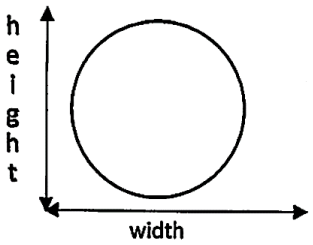
(Ord. No. 2009-26, §§ 62-71, 12-15-09; Ord. No. 2024-11, § 3, 4-2-24)

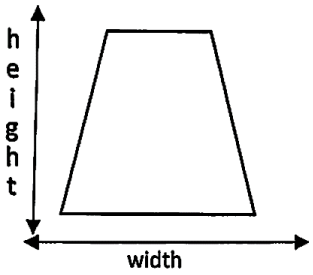
Sec. 12.04. - Sign Provisions for Permanent Signs.

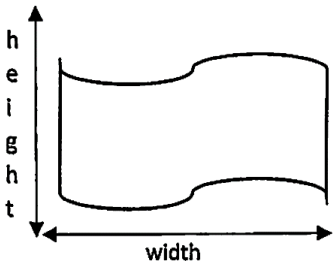
12.04.01. *Calculating sign area.*

A. In computing sign area, the total sign area will be the area of the widest and tallest common shape that encompasses the various components of the sign (see graphic below).


height
width


height
width


height
width


height
width


Width
Height
SIGN


Width
Height
SIGN

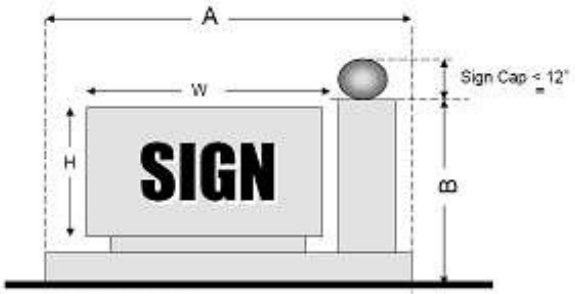

Width
Height
SIGN


Width
Height
SIGN

B. All words and components of a sign, including the support base of freestanding signs, shall be deemed to be part of a single sign. Individual words or components may be considered separate signs only if they are obviously disassociated from other components. When signs are enclosed in a border or highlighted by background graphics, the perimeter of such border or background will be used to compute sign area. Double face signs that meet the definition contained in this chapter shall be considered one sign.

C. The architectural features of freestanding signs shall not be greater than double the sign area. To calculate, take the aggregate sign area and subtract the sign area. This shall not be greater than the sign area times two.

See graphics below.



*Graphics is not to scale

D. The allowable size of some freestanding signs is determined based on lot frontage (i.e., the width of a site along a public street). The allowable size of some wall signs is calculated based on the building frontage (i.e., width of the building where the public entrance is located).

12.04.02. *Measuring sign height/clearance.*

A. Freestanding sign height shall be measured from the ground elevation at the base of the sign to the highest point of the sign structure. The maximum height of permanent freestanding signs shall be seven feet, unless otherwise specified in this code. Decorative column caps may extend up to 12 inches above the maximum height permitted.

B. The clearance of a projecting sign shall be measured from the bottom of the area to the ground below.

C. The height of a wall sign shall be measured from the grade level of the base of the building below the sign to the top of the sign. The top of the area shall be no higher than the roof eave line.

12.04.03. *Construction and maintenance requirements.*

A. Except for temporary signs and window signs conforming in all respects with the requirements of this Code, all signs shall be constructed of durable materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure.

B. All signs and their supports, braces, guys, and anchors; electrical parts and lighting fixtures; and all painted and display areas shall be maintained in good structural condition, in compliance with all building and electrical codes and in conformance with this Code at all times. Damaged faces or structural members shall be promptly removed or replaced.

C. Vegetation around, in front of, behind, and at the base of any sign shall be installed and maintained and neatly trimmed to conform to City landscape maintenance standards.

D. All signs shall maintain a minimum clearance from electric power lines of ten feet horizontally and 15 feet vertically or as otherwise directed by the utility provider.

E. No sign structure or framework may be exposed to public view due to removal of sign faces or advertising copy for a period in excess of 15 days.

12.04.04. *Existing signs.*

A. *Modifications to signs.* Modifications to signs shall not result in a sign that violates the requirements of this Code. The modification of sign height or size requires sign permit approval.

B. *Permits not required for change of sign copy* No permit or permit fee shall be required for changing the copy of a sign, as long as no changes are made to the sign's height, size, location, or structure. This exemption shall also apply to any change of copy on a changeable copy sign. However, a color change to the base of a sign must be aesthetically compatible with the associated primary structure.

C. *Nonconforming signs.* Signs lawfully existing prior to the effective date of this Code may be continued although their size, location, or other physical attributes do not conform to this chapter.

D. *Loss of legal nonconforming status of* a *sign.* A sign loses its legal nonconforming status and shall be considered in violation of this Code if one or more of the following occurs:

1. The sign is structurally altered in any way, including increasing its height, weight, width, depth, or enlarging it in any manner, except for normal maintenance or repair, which tends to or makes the sign less in compliance with the requirements of this chapter than it was before the alteration.
2. The sign is destroyed to such an extent that more than 60 percent of the upright supports of a sign structure are physically damaged such that normal repair practices of the industry would call for, in the case of wooden sign structures, replacement of the broken supports and, in the case of a metal sign structure, replacement of at least 25 percent of the length above ground of each broken, bent, or twisted support. A sign will not be considered "destroyed" within the meaning of this section where the destruction is caused by vandalism or other criminal or tortious act.
3. Signs determined to be abandoned under the provisions of Subsection 12.04.04.E of this section.

E. *Abandonment.* All nonconforming signs and sign messages shall be removed by the owner or lessee of the premises upon which an on-site sign is located when the business it advertises is no longer conducted. Conforming signs shall have the copy area face removed and replaced with a blank face. Said signs on vacant or unoccupied property must be removed after 30 days. Any sign face which advertises a service no longer conducted or product no longer sold upon the property must be removed after 30 days. If the owner or lessee fails to remove the sign or sign message, the sign or sign message shall be deemed in violation of this Code.

F. *Signs subject to immediate removal.* Any sign erected without a required building permit is unlawful and must be removed by the owner thereof.

G. *Off-site signs.* Existing off-site signs may not be converted to electronic display type signs.

12.04.05. *Sign design.* Freestanding signs shall be aesthetically compatible with the principal structure, shopping center or subdivision.

12.04.06. *Lighting of signs.*

A. Any lighting used to illuminate signs shall be shielded such that the light source cannot be seen from abutting roads or properties.

B. No unshielded light source may be visible from the edge of the public right-of-way at a height of three feet.

C. Sign lighting shall not be designed or located to cause confusion with traffic lights.

D. Illumination by floodlights or spotlights is permissible if none of the light emitted shines directly onto an adjoining property or into the eyes of the motorist using or entering public streets.

E. Illuminated signs shall have luminance no greater than 300-foot candles.

F. Illuminated signs shall not have lighting mechanisms that project more than 18 inches perpendicularly from any surface of the sign over public space.

G. Backlit awnings are prohibited.

12.04.07. *Sign location criteria.* The following location standards shall apply to all signs, unless stated otherwise in this chapter.

A. Freestanding signs.

1. Freestanding signs shall only be allowed on sites with a frontage of 50 feet or more.
2. Unless specifically noted in this chapter, signs shall be located wholly within the premises, and shall maintain a minimum setback of ten feet from all property lines. Signs may be allowed within an easement unless it is in conflict with the purpose of the easement.
3. No freestanding sign shall be located closer than 15 feet from any other freestanding sign, on or off the premises. On corner lots, the freestanding signs on each frontage shall be at least 100 feet apart, measured along the rights-of-way. This requirement does not apply to temporary signs.
4. Freestanding signs shall include landscaping around the base of the sign as required in Chapter 11. The plant material shall be selected to complement and enhance the sign.
5. Signs in nonresidential districts shall not be located closer than 50 feet from a residential zoning district except signs on property where the principal use is allowed outright or by special exception in that residential district.

B. *Other signs.*

1. Wall signs shall not exceed 75 percent of the width of the wall where they are placed, except if business is occupying more than one unit and no other wall signs will be placed on the adjoining unit(s); or if there are architectural elements separating facades where signs would be located on single use or multi-tenant buildings.
2. Wall signs shall not cover windows and shall preserve the architectural integrity of the building.
3. No wall sign shall extend above the roofline except where an exterior parapet wall projects above the roofline, in which case such sign may not extend above the top edge of the parapet
4. Wall signs on multistory buildings are allowed above the first floor.
5. Wall signs shall not be allowed within 50 feet of a residential district, if facing a residential zoning district, unless it is a mixed-use district.
6. A projecting sign shall be erected only on a wall of a building and shall not project out more than four feet. Projecting signs over a parking space, travel lane, or a driveway shall have a minimum clearance from finished grade of 14 feet to the bottom of the sign.
7. Projecting signs that extend over a sidewalk or walkway shall provide a clearance of eight feet between the finished grade and the bottom of the sign.
8. Awning lettering shall be placed on the awning valance and not on the vertical arc or diagonal portion of the awning. The awning material may include a design pattern.
9. Directory signs, for emergency and traffic circulation purposes, may be attached to a wall or be freestanding, but shall not be located within 10 feet of any public right-of-way line.

12.04.08. *Flagpoles.* Flagpoles are allowed subject to the following conditions:

A. Two flagpoles are allowed on each parcel/lot having less than 100' of road frontage. Three flagpoles are permitted on lots having 100' or greater of road frontage in the City.

B. Maximum pole height shall be 30 feet in nonresidential districts, and 25 feet in residential districts.

C. All poles shall be ground mounted.

D. All flagpoles shall have a minimum five-foot setback from the property lines.

Sec. 12.05. - Permitted Permanent Signs.

This section establishes the type, location, and size of signs allowed within residential and nonresidential zoned districts.

12.05.01. *Residential zoning districts.*

A. *Monument signs at entrances.* Residential subdivisions and residential multifamily developments may erect signs meeting the following requirements at the entrance to the subdivision or multi-tenant development:

1. *Number of signs.* One double-sided freestanding sign or two identical single-sided signs, one on each side of the entrance, are allowed at each entrance to the development (excluding emergency access entrances).
2. *Maximum sign area.* The total sign area for each entrance sign shall not exceed 32 square feet.
    a. Signs that are combined with a minimum of two architectural embellishments, such as decorative walls, artificial rock formations, waterfalls, lake/pond mounted signs, signs located on grandiose entrance roads or other similar aesthetic features may qualify for an increase of signage square footage up to 64 square feet, and increase in height up to 14 feet, as approved by the land use administrator.
3. *Sign location.* Entrance signs for subdivisions shall be located on a tract or parcel or easement designated for signage purposes. Such tract or parcel shall be owned and maintained by a common property association and shall be located at the entrance of the subdivision.
4. *Maximum height.* Maximum sign height shall be seven feet. See section 12.05.01.A.2.a for possible increase in height.
5. Entry features associated with monument signs at entrances to subdivisions.
    a. Accessory structures associated with subdivision entrance signs shall not exceed 28 feet in height from the grade of the road.
    b. Fences and walls associated with subdivision entrance features shall comply with section 4.01.02.C.

B. *Signs for nonresidential uses.* Except for those signs and sign-types allowed in residential and residentially zoned districts in accordance with Subsection 12.05.01.A, no additional permanent signs or sign-types shall be allowed for permitted nonresidential uses in residential or residentially zoned districts, except for the following sign-types:

1. Freestanding sign. One double-sided freestanding sign meeting the following:
    a. The total sign area shall not exceed 24 square feet.
    b. Signs shall not exceed seven feet in height.
2. Wall sign. Nonresidential uses permitted in residential districts pursuant to Table 3-2 of the LDC are allowed one wall sign per business. Such sign shall be included in the sign area calculation noted in Subsection 12.05.01.B.1. No other signs are permitted on the building, except signs to identify the number and address of the property, for 911 and emergency response systems and public safety purposes.

C. *Directional signs.* Directional signs are allowed in residential districts subject to the following requirements:

1. Signs to assist onsite traffic must be low-profile signs not to exceed three feet in height above grade and four-square feet of surface area, so that public safety personnel can easily identify addresses and to ensure proper traffic flow.
2. All such signs shall be of consistent size, font, and color.

12.05.02. *Nonresidential zoning districts.* The following regulations shall apply to signs within nonresidential zoning districts.

A. *Monument signs at entrances.*

1. *Number of signs.* One double-sided freestanding sign or two identical single-sided freestanding signs, one on each side of the entrance, are allowed at each entrance to the development (excluding emergency access entrances).
2. *Maximum sign area.* The sign shall not exceed a sign area of 32 square feet per sign.
3. *Sign location.* Entrance signs for subdivisions shall be located on a tract or parcel or easement designated for signage purposes. Such tract or parcel shall be owned and

maintained by a common property association and shall be located at the entrance of the subdivision.

4. *Maximum height.* Maximum sign height shall be ten feet. A maximum of 12 inches cap on a column is allowed in addition to the maximum sign height.

B. *Freestanding sign.* Freestanding signs are allowed provided they are monument signs that meet the following requirements:

1. *Single use developments.*
   a. Number of signs. One freestanding sign is allowed per lot frontage facing a street.
   b. Maximum sign area. Thirty-two square feet for the first 100 feet of lot frontage, plus one square foot for each four lineal feet thereafter, to a maximum size of 96 square feet for each sign.
   c. Maximum height. Maximum sign height is ten feet.
2. *Multitenant development.* Multitenant developments such as shopping centers, mixed use developments, retail centers, and office parks shall comply with the following standards:
   a. Number of signs. The main development/center and each outparcel may have one freestanding sign per frontage on a public street. One additional freestanding sign may be allowed on parcels within a shopping center development containing a Mid-Scale Retailer or a Large-Scale Retailer and an approved Signage program.
   b. Maximum sign area. The maximum sign area permitted for freestanding signs for the main development shall be calculated based on the street frontage for the entire development site (including outparcels), using the formula noted above for single use signs. Developments that do not have outparcels or outparcels that are not part of the development order sign criteria shall calculate the maximum sign area using the formula noted above as a single use sign.
   c. Maximum height. Maximum sign height shall be ten feet.
   d. Digital display signage shall be permitted on the main development sign only. Digital display shall be prohibited on Outparcel signage.

C. *Wall signs.* Wall signs are allowed provided they meet the requirements of Subsection 12.04.07 (Sign Location Criteria) and the following requirements:

1. Maximum sign area. Each individual business having a separate building entrance shall be permitted one wall sign per street frontage including awning and projecting signs. If the business has a customer entrance on a separate building elevation not facing a street, an additional wall sign meeting the maximum sign area requirements may be permitted for that elevation. Signs shall be subject to the following maximum square footages:

Table 12-1: Permitted Maximum Wall Sign Area in a Nonresidential District

Business Frontage (Linear Feet)	Area (Square Feet)
25 or less	32
26—50	50
51—100	75
101—150	90
151—200	110

201 or more	150

2. *Buildings with shared space and one entrance.* A building with a common entrance for multiple tenants may share wall signage with all tenants if the owner submits a master signage plan that complies with Table 12-1. The owner may share the allocation allotted under Table 12-1 among three separate signs so long as the total square footage does not exceed Table 12-1 and meets the requirements of 12.04.07. If the allocation is used for multiple signs, all signs must be consistent with the approved signage plan. Signs must be of same style, size, font and color.
3. *Large-scale retailers.* Large-scale retailers, as defined in Chapter 14, may have one major wall sign and four minor wall signs. The major wall sign shall not exceed the maximum square footage depicted in Table 12-1. The minor wall signs shall not exceed 24 square feet each.
4. *Mid-Scale Retailers.* Mid-Scale Retailers that are part of a shopping center will be allowed a major wall sign and 2 minor wall signs. The major wall sign shall not exceed the maximum square footage depicted in Table 12-1. The minor wall signs shall not exceed 24 square feet each.
5. *Canopies.* No additional sign area is permitted for canopies *over* fuel operations. However, permitted wall sign area for the principal structure or building may be transferred to the canopy, as long as the canopy signage is only situated on the sides of the canopy facing a right-of-way. This does not apply to required signage pertaining to safety or hazardous situations.
6. *Window signage.*
   a. Window signage, including temporary window signs, shall not exceed 35 percent of the total glass surface area of any one building elevation.
   b. Windows facing vehicle travel lanes: Lighting or illumination(s) that flash, blink, have strobe effects, or have video, animation or full-motion graphics or similar effects are prohibited. Neon signs that are stationary or have minimal movement are permitted. Ie. Signs that state “Open”.

D. *Directory Signage:* Permanent directory signs designed to assist 911 and emergency response systems, pedestrian circulation and traffic circulation shall comply with the following requirements:
   1. Sign area for each sign cannot exceed a maximum size of 24 square feet and not more than two signs per building.
   2. Maximum sign area of 24 square feet applies to both freestanding and wall signs.
   3. If freestanding signs are used, the sign height shall be limited to six feet.
   4. All signs shall be consistent with building aesthetics.

E. *Under-canopy sign.* Each tenant within a multitenant development shall be allowed one under-canopy sign. The under-canopy sign area shall not be counted toward the maximum wall sign area allowed.
   1. The sign shall be no larger than six square feet.
   2. The sign shall be rigidly supported by a decorative chain or bracket and the bottom of the sign shall have minimum clearance of eight feet above the sidewalk.
   3. The sign shall be designed aesthetically compatible with the principal structure.

F. *Directional signage for Emergency Services Purposes.* In addition to the other types of signs allowed on a site, directional signs designed to assist 911 and emergency response systems and traffic circulation are allowed subject to the following requirements:
   1. Directional signs to assist onsite vehicular traffic flow shall be low-profile signs not to

exceed three feet in height above grade and four-square feet of surface area.

2. All directional signs shall be of consistent size, font, and color.

G. *Flags.* Refer to Subsection 12.04.08.

H. *Signs facing drive-through lanes.*

1. Drive-through restaurants are allowed to display drive-through lane signs subject to the following provisions:

a. Each restaurant may display up to two freestanding compatible signs per drive-through, which shall be adjacent to and oriented toward the drive-through area.

b. The sign area may be a maximum of 30 square feet in total, with a maximum height of six feet.

c. If two signs are located side by side, the total sign area may be shared and increased to 45 square feet if the Land Use Administrator determines it to be preferable from a safety perspective.

d. Supporting ancillary equipment is allowed, such as speakers and order confirmation devices. These devices, when combined with a cabinet, must not exceed the maximum height requirements of the signs.

2. Drive-through facilities other than restaurants may display drive-through lane signs subject to the following provisions.

a. One sign per drive through lane

b. Signs not to exceed 16 square feet.

I. *Signage program.*

1. At master site plan application, developments shall include a conceptual signage program showing consistency between architectural elements, designs, and themes for freestanding, wall, and all other signs throughout the planned development. The conceptual signage program shall contain sufficient detail to address sign pattern, style, color, and locations(s). To encourage flexibility in the overall design of the master site plan project, up to 20 percent of total wall sign allowance on the street front facade can be transferred to the freestanding sign provided the request is depicted in a signage program, the total size of the freestanding sign does not exceed 115 square feet, and is included in the development order. All other signs shall be in compliance with Chapter 12 of the LDC.

2. At site plan application, multitenant developments shall include a signage program for all freestanding, wall, and other signs throughout the development that identifies sign style and locations consistent with the architectural theme and architectural integrity of the proposed building(s). The signage program shall be compatible with other sites within a master site plan development. The signage program shall be part of the site plan development order with approved elevation plans and site plan showing the sign locations to include visual details of sign patterns, style, and landscaping. Signs shall be in compliance with Chapter 12 of the LDC.

a. Wall signs. Wall signs with similar style sign casings and/or framings or architectural designated locations and illuminations are encouraged. Wall signs may have minor adjustments in location and size due to unit resizing or unit combining, but the overall architectural integrity of the building(s) and theme of the sign plan shall be maintained.

b. Freestanding signs. Freestanding signs are to be compatible with the proposed architectural design and landscaping.

12.05.03. Digital signs

A. Permitted locations

1. Principal Arterial, Minor Arterial, and some Major Collector roadways (See 12.05.03.B.2)
2. Digital Signs are permitted in the following zoning districts:
   a. COM-1, COM-2 & COM-3 (Neighborhood, General and High Intensity Commercial)

b. OFC-1, OFC-2 (Limited and General Office)
c. IND-1 & IND-2 (Light and Heavy Industrial)
d. PSP (Public/Semi Public)
e. MPD (Master Planned Development) – Nonresidential portions of a MPD if specifically approved in the development agreement.

3. Digital signs are prohibited in all residential zoning districts.
4. Signs with digital/electronic display must be set back a minimum 150 feet from residentially zoned property.
5. Multitenant developments such as shopping centers: Digital display signage shall be permitted on the main development sign only. Digital display shall be prohibited on Outparcel signage.

B. Size, Height and Area
1. Signs with digital displays must meet the criteria for Nonresidential zoning district signs LDC Sec. 12.05.02,A. and 12.05.02.B. which regulates the number of signs, the maximum sign area and the maximum height.
2. The maximum size of the digital area of the sign face permitted as follows:
a. Principal Arterial roadways (US-1, Matanzas Woods Pkwy, Palm Coast Pkwy, SR 100)

Digital sign area may occupy up to 75% of the total sign face.

b. Minor Arterial roadways (Belle Terre Pkwy, Belle Terre Blvd, Old Kings Road-north of SR 100)

Digital sign area may occupy up to 50% of total sign face.

c. Major Collector roadways (Cypress Point Pkwy, Seminole Woods Blvd, Colbert Ln, Old Kings Road-south of SR 100, Palm Harbor Pkwy, Pine Lakes Pkwy, Florida Park Drive. Digital signs prohibited on Royal Palms Pkwy, White View Pkwy, Rymfire Dr., Easthampton Blvd.)

Digital Sign area may occupy up to 50% of the total sign face.

C. Display Duration and Transitions
1. Minimum static display time: 8 seconds.
2. The display screen area shall provide a high-resolution with pixel spacing of ten (10) millimeters or less.
3. Transitions must be instantaneous or fade in/out, dissolve. A fade in/out or dissolve transition is permitted provided the outgoing and incoming messages blend smoothly without creating the appearance of flashing or motion.
4. Other types of transitions, including scrolling, traveling or animated are prohibited.

D. Brightness and Dimming
1. Maximum brightness. The intensity of the light source for a digital sign shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety, or welfare.
2. All Digital Signs must include automatic dimming based on ambient light. The applicant shall provide written certification from the sign manufacturer that the light intensity has been factory preset not to exceed 0.3 foot-candles above ambient light measured by the method and distance as provided in the International Sign Association - Night-time Brightness Level Recommended for On-Premise Electronic Message Centers.

E. Permitting and Compliance
1. A sign permit is required for all Digital Sign installations or modifications.
2. The conversion of any portion of an existing permitted sign to digital sign shall require a sign permit.
3. The digital area of a sign must be integral to the design of the sign structure.
4. Malfunction Protocol: Signs must default to a black screen or be turned off in the event of a malfunction.
5. Signed and notarized affidavit on provided form is required with permit application.

F. Prohibited Digital signs and sign features
   1. Animation
   2. Digital display is prohibited on Wall Signs
   3. Digital display shall not be permitted on existing non-conforming signs.
   4. Pedestrian carrying digital sign(s)
   5. Parasite digital sign (must be integral to the sign face)
   6. Prohibited features
      a. Flashing, blinking, strobe or similar effects.
      b. Video, animation, or full-motion graphics.
      c. Audible components or sound.

Sec. 12.06. - Temporary Signs.

12.06.01 *Temporary sign standards.*

A. NON-RESIDENTIALLY ZONED PROPERTIES' TEMPORARY SIGN STANDARDS

Sign type	Number of signs	Maximum sign area and height (The sign areas provided are cumulative for the number of signs allowed)	Time	Additional standards
Commercial signs	One banner sign per business	Area: Based on Business Frontage (Linear Feet) as allowed for Wall Signage in Section 12.05.02.C.1. Table 12-1 Limited to height of building.	Remove after 60 consecutive days	No more than three times per year. Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.
Commercial signs at outdoor recreational facilities	N/A	N/A	N/A	Must be located at the active sports area and not visible from the right of way
Non-commercial signs	Four per property	Area: Lots less than 1 acre – 16 square feet 1 acre to 10 acres – 32 square feet More than 10 acres – 48 square feet Limit 7' in height	If associated with an event, remove 15 calendar days after the event.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.
Signs on property hosting a Special Event	N/A	N/A	N/A	Signage regulated by permit and sign policy
Signs for parcels with active Site/building permits	Two visible from rights-of-way adjacent to lot.	Area: Lots less than 1 acre – 16 square feet 1 acre to 10 acres – 32 square feet More than 10 acres – 48 square feet Height: 7 ft max height	Remove within 3 calendar days after issuance of a final inspection or certificate of occupancy.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines. Can divide sign allowance between 2 different signs.
Signs on property being actively marketed for sale, rent or lease	Two visible from rights-of-way adjacent to lot.	Area: Lots less than 1 acre – 16 square feet 1 acre to 10 acres – 32 square feet More than 10 acres – 48 square feet Height: 7 ft.	Remove within 3 calendar days after sale or lease.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.

B. RESIDENTIALLY ZONED PROPERTIES' TEMPORARY SIGN STANDARDS				
Sign Type	**Number of Signs**	**Maximum Sign Area and Height (The sign areas provided are cumulative for the number of signs allowed)**	**Time**	**Permit Requirements and Additional standards**
Non-commercial signs	Six per lot	Area: 6 sf Height: 6 ft	If associated with an event, remove 15 calendar days after the event.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.
Signs for parcels with active site/building permits	One per lot per property right of way frontage	Area: Lots less than 1 acre – 6 sf 1 acre to 10 acres – 12 sf More than 10 acres – 32 sf Height: 7 ft max	Remove within 3 calendar days after issuance of a final inspection or certificate of occupancy	
Signs on property being actively marketed for sale, rent or lease, single family zoning.	Two visible from rights-of-way adjacent to lot; one additional sign (per property) only when the premises are available for inspection by the prospective buyer or tenant; said additional sign shall not be larger than 9 sf and may only be posted on private property with the permission of the property owner	Area: 6 sf per street frontage Height: 6 ft.	Remove within 3 calendar days of sale or lease.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.
Signs on property being actively marketed for sale, rent or lease, multi-family zoning		Area: 24 sf Height: 7 ft		
Signs on properties with a sale on the property (not defined above)	One per street frontage	Area: 6 sf Height: 6 ft	Max. 2 times per year. Remove within 3 calendar days after the event.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.

Footnote 1: However, see ULDR Sections 4.01.01 and 12.04.07.A.2 prohibiting signs in City

12.06.02. *Model home and sales offices.*

A. model home is permitted to have one on-site, ground mounted, nonilluminated, freestanding sign in accordance with the following dimensional limitations:

1. Maximum sign area of 24 square feet.
2. Maximum height of four feet.
3. Setback a minimum of two feet from the right-of-way and located outside of the sight triangle as defined in Chapter 5.

B. Model homes that front a second right-of-way are permitted to display one commercial or non-commercial flag, with a maximum sign area of 24 square feet, set back of minimum of two feet from the right-of-way and located outside the sight triangle as defined in Chapter 5.

C. During hours of operation, one "A-Frame" sign may be located on the model home site if in compliance with Section 12.06.03.

12.06.03. *A-frame signs.*

A. *Permissible zoning districts.*
   1. A-frame signs are permitted in all nonresidential zoning districts:
   2. A-frame signs may be proposed as part of a nonresidential component of a Master Planned Development (MPD) District.

B. *Criteria for A-frame signs.*
   1. *Maximum number allowed.* A business with its own separate building entrance is allowed no more than one A-frame sign.
   2. *Location.*
      a. No sign may block a business entrance and/or pedestrian or vehicular traffic. Sign placement shall not interfere with the American with Disabilities Act (ADA) requirements.
      b. The sign(s) shall not be placed in landscaped areas.
      c. The sign(s) shall be located within ten feet of the business entrance which it serves but in no event shall the sign be located beyond the width of the business frontage.
      d. No A-frame sign shall be secured, tethered, or installed on traffic devices, utility equipment, trees, furniture, poles, or any other fixture.
      e. Sign(s) shall be located on the ground/sidewalk.
      f. Sign(s) shall not be located within sight triangles or in a manner that obstructs visibility to vehicular traffic.
      g. Sign(s) shall be displayed outside only during business hours.
   3. *Construction and maintenance.*
      a. When the adjacent sidewalk is less than six feet in width, the overall dimensions shall not exceed two feet wide by three feet in height; when the adjacent sidewalk is six feet or greater in width, the overall dimensions shall not exceed three feet wide by four feet in height.
      b. No sign shall have moving parts, illumination, or attachments.
      c. The sign shall have no more than two sides and shall be constructed of finished all-weather materials.
      d. Sign(s) must be properly anchored (temporarily) or weighted against the wind to prevent safety hazards. (Ord. No. 2009-26, §§ 88-92, 12-15-09; Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.07. - Variances.

12.07.01. *Review criteria.* The Planning and Land Development Regulation Board may grant variances from the regulations contained in this Code, in accordance with Chapter 2, and based only upon the following criteria:

A. To permit a setback for a sign that is less than the required setback, or

B. To permit the area or height of a sign to be increased by up to 25 percent of the maximum height or area allowed.

12.07.02. *Review findings.* The Planning and Land Development Regulation Board may grant one of the above two types of variances authorized by this section only if it finds there are special physical conditions that:

A. Are due to the exceptional narrowness, shallowness, shape, or topography of the premises on which an activity is located, and

B. Prevent the activity from earning a reasonable return as compared with other activities in the area.

12.07.03. *Scheduling of public hearing.* An application for said variance shall be scheduled for public hearing within 30 working days of the date the application is deemed complete by the City.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.08. - Appeals to Planning and Land Development Regulation Board.

12.08.01. *Procedure.*

A. Whenever it is alleged that there has been an error in an order, action, decision, determination, or requirement by the Land Use Administrator in the enforcement and application of any provision contained within this section or any other provision of this Code pertaining to sign permits (including any allegation that the Land Use Administrator has failed to act within applicable time frames), the aggrieved party may file a written appeal with the Planning and Land Development Regulation Board.

B. The written appeal shall be filed with the Planning and Development Regulation Board within 30 calendar days of the date of the alleged error. The written appeal shall describe the alleged error and the applicable provisions of the Code pertaining to the Land Use Administrator's order, action, decision, determination, requirement, or failure to act.

C. The Planning and Land Development Regulation Board shall hold a hearing within 45 calendar days following receipt of the written appeal, not counting the day of the receipt and not counting any Saturday, Sunday, or legal holiday which falls upon the first or the 45th day after the date of receipt.

D. The Planning and Land Development Regulation Board shall render a written decision within ten working days following the hearing.

E. If the Planning and Land Development Regulation Board does not render a decision within ten working days following the hearing, the sign permit shall be deemed denied.

F. Failure to appeal the decision regarding a sign application by the Land Use Administrator to the Planning and Land Development Regulation Board shall not be deemed a failure to exhaust administrative remedies. The applicant may choose to proceed directly to a judicial action once the sign application has been denied by the Land Use Administrator.

G. If an administrative appeal is filed by the applicant, and the Planning and Land Development Regulation Board fails to meet within the prescribed time, the appeal will be deemed denied, and the decision of the Land Use Administrator regarding the sign application will be deemed a final decision subject to immediate appeal to a court of competent jurisdiction.

H. Once a decision is appealed to the Planning and Land Development Regulation Board, the Land Use Administrator shall take no further action on the matter pending the Board's decision, except for unsafe signs that present an immediate and serious danger to the public, in which case the City may pursue any proper legal remedy available to it.

I. The Planning and Land Development Regulation Board shall comply with all applicable rules of conduct and procedures that pertain to zoning and that are not inconsistent with the provisions in this chapter.

12.08.02. *Appellate decisions deemed final, subject to review.* The appellate decisions, pursuant to Subsection 12.08.01 above, shall be deemed final, subject to judicial review by the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida, filed in accordance with the requirements of law, seeking such appropriate remedy as may be available.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.09. - Substitution of Noncommercial Speech for Commercial Speech.

Notwithstanding anything contained in this chapter or Code to the contrary, any sign erected pursuant to the provisions of this chapter or Code may, at the option of the owner, contain a noncommercial message in lieu of a commercial message and the noncommercial copy may be substituted at any time in place of the commercial copy. The noncommercial message (copy) may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to noncommercial messages, or from one noncommercial message to another noncommercial message, as frequently as desired by the owner of the sign, provided that the size, height, setback, and other dimensional criteria contained in this chapter and Code have been satisfied.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.10. - Content Neutrality as to Sign Message (Viewpoint).

Notwithstanding anything in this chapter or Code to the contrary, no sign or sign structure shall be subject to any limitation based upon the content (viewpoint) of the message contained on such sign or displayed on such sign structure.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.11. - Severability.

12.11.01. *Generally.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter and Code.

12.11.02. *Severability where less speech results.* Without diminishing or limiting in any way the declaration of severability set forth above in Section 12.11, or elsewhere in this chapter, this Code, or any adopting ordinance, if any part, section subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration ofsuch unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter or Code, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.

12.11.03. *Severability of provisions pertaining to prohibited signs.* Without diminishing or limiting in any way the declaration of severability set forth above in Subsection 12.11.01, or elsewhere in this chapter, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed under Subsection 12.03.02 of this chapter. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter and Code.

12.11.04. *Severability of prohibition on off-site signs.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter and/or any other Code provisions and/or laws as declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on off-site signs as contained in this chapter and Code.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 13.01. - Purpose and Applicability.

13.01.01. *Purpose.* The purpose of this chapter is to create and maintain a positive community image and identity by requiring architectural treatments that enhance the visual appearance and character of the City.

13.01.02. *Intent.* This chapter is intended to supplement City development regulations with specific design requirements that result in quality architecture, which emphasize pedestrian scale and recognize local character.

13.01.03. *Applicability.* The provisions of this chapter apply to new development and construction, redevelopment and alterations to existing buildings in the City. In addition, stricter requirements are provided for the Gateway Overlay Zone and the Palm Coast Parkway Overlay Zone, as set forth in Chapters 3 and 4.

A. Mobile homes that bear a Department of Housing and Urban Development seal are not subject to the architectural design regulations contained in this chapter.

B. Manufactured dwellings and mobile homes that bear a Florida Department of Community Affairs seal shall meet the design regulations as residential uses.

Sec. 13.02. - General Requirements.

The following architectural design requirements shall apply to all new development and construction, redevelopment, and alterations to existing structures within the City. Alterations shall include any change, addition, or modification including, but not limited to, repainting, that affects any of the elements governed by these architectural design criteria.

13.02.01. *Architectural styles.* The City has identified several recognized architectural styles for the design of buildings within the City. One of the following styles shall be used in the design of a nonresidential building. Applicable styles include Spanish Mission, Mediterranean, Italianate, Colonial, Neoclassical, Greek Revival, Modern, Craftsman, and Florida Vernacular.

13.02.02. *Green building.* Green building principles related to energy efficiency, resource protection, and environmental protection (e.g. reusable building materials, light colored roof materials, living roofs to treat stormwater, etc.) set forth by agencies such as, but not limited to, the United States Green Building Council and similar agencies are encouraged.

13.02.03. *Coastal building visual relief.* Non-residential buildings within 300 feet of the Intracoastal Waterway shoreline shall be oriented to provide one foot of unobstructed view from the right of way to the waterfront for each three feet of view obstructed by the building.

13.02.04. *Garages.* Garages that are detached from the principal structure shall be designed and constructed so that the roof and exterior walls of the garage are of similar architecture, materials, and colors as the exterior of the principal structure.

13.02.05. *Accessory structures.* The roof, exterior walls, and exterior colors of accessory structures, excluding prefabricated sheds, shall be compatible with the design of the principal structure. Accessory structures must meet the requirements as set forth in Chapters 3 and 4.

13.02.06. *Exterior colors*. Colors of walls, roofing, and accents such as trim and doors, shall be coordinated to achieve a visually and aesthetically positive effect consistent with sound and generally accepted land development principles and practices. While varieties of natural and painted colors are permitted, certain color principles shall be followed. The range of roofing materials and colors allowed for residential and nonresidential uses shall be as described in this section.

A. Exceptions.

1. The exterior colors of all residential, multi-family and nonresidential buildings shall be regulated according to this section with the exception of properties zoned MPD which are exempt from Subsection 13.02.06.B.1.
2. Unpainted natural stone, brick, roof material or natural appearing substitutes are excluded from exterior color requirements.
3. Garage doors that are not painted but are a varnished or stained natural wood with natural wood colors and visible wood grain, or other garage door materials similar in appearance and color of natural wood garage doors with wood-like texturing and visible wood grain surfacing, are excluded from Subsection 13.02.06.B.1.
4. Front entry doors are excluded from the exterior color requirements Section 13.02.06 except for Subsection B.3., prohibited colors.

B. Measurement of color. Multi-family and nonresidential building walls or garage door colors, excluding accent colors shall be determined using the Light Reflectance Value (LRV) index or an equivalent methodology.

1. Wall or garage door colors.

a. Light pastel colors and white. Acceptable light pastel colors and white shall have LRV of 80 or greater.

b. Earth tones. Earth tones include shades of brown, brown-taupe or sandy-taupe, beige, terra cotta, olive, sage and gray. Acceptable earth tone shades shall have a LRV of 25 or greater.

c. Garage doors shall be pastel or earth tone colors. However, earth tones colors may have a LRV less than 80, and may include black.

2. Accent colors for residential, muti-family and nonresidential.

a. Accent colors are all colors except prohibited colors as stated in Subsection B.3. of this section.

b. Accent colors shall only be applied to architectural elements except garage doors. Architectural elements may include but are not limited to, doors, shutters, keystones, quoins, awnings, window trims, door frames, window sills, cornices, and banding.

c. Accent colors shall not exceed 20 percent of any one elevation.

3. Prohibited colors.

a. Fluorescent colors shall be prohibited on all exterior surfaces. Neon lighting is not included within the term "fluorescent."

b. Residential and multi-family are prohibited from using any shade of purple, fuchsia, magenta, and orange that does not meet the pastel requirements of Subsection 13.02.06.B.1a.

4. Colors without a LRV. If the LRV of a color sample is not available, the Land Use Administrator shall compare the color sample to a color chip with a known LRV and determine whether the sample is lighter, darker, or equivalent LRV.

C. Building color combination.

1. Wall color combinations.

a. For residential buildings, one color shall be selected for the main surface of the building, and a compatible second wall color may be used for recessed front entryway walls.

b. Multi-family and non-residential buildings may vary wall color vertically between building masses, horizontally between stories, or a combination thereof, but no more than three colors can be used per building.

2. Accent color combinations. Accent colors should offer some contrast, and can therefore be darker, lighter, brighter, or richer than wall colors. However, the main consideration in choosing accent colors shall be compatibility with the wall color. Two accent colors shall be allowed per building. Accent colors shall complement the building's wall color.

D. Roof color. Roof color shall be compatible with the selected wall color. Roofs may be in the color of natural roofing materials (such as slate or clay) or may be finished in shades of gray, galvanized silver, copper, brown, green, red, black, blue, or white, except that a roof made of copper may be left in its natural color. Lighter colored roof materials, such as white or allowable galvanized metal, are strongly recommended for energy efficiency purposes.

E. Faux building features. It is prohibited to paint faux features or elements of a structure such as, but not limited to, windows, doors, shutters, or flower boxes.

F. Repainting.

a. When repairs are being made to the building's exterior wall surface, the wall may either be repainted in the same color or the building shall be painted in compliance with the LDC.

b. When repainting any portion of the building's exterior, the building shall either be painted in the same color or the building shall be painted in compliance with the LDC.

13.02.07. *Exterior material/finishes.*

A. *Exterior walls.* Exterior wall finish materials shall include stucco, stone, natural brick, finished concrete, split-faced block, wood, or other material including, but not limited to, synthetic materials similar in appearance and durability to those previously named. Finishes of exposed concrete block or corrugated metal are prohibited except metal may be allowed only in industrial zoning if it is not visible from the right of way and adjacent properties as determined by Land Use Administrator, and at minimum the building is set back 200 ft from the right of way

B. *Roofs.* Roof material visible from the ground shall consist of concrete, slate, clay tiles, asphalt fiberglass shingles, composite shingles, or metal standing seam, classic rib metal, Photovoltaic roofing materials. Residential uses may also have cedar shake wood. Screen room roofs shall have the same material and color as the primary structure or may use 3" insulated composite roofing. Pan roofing and corrugated plastic roofing materials are prohibited. To allow for the introduction of new roofing materials of similar quality and appearance, the Land Use Administrator may maintain a supplementary list of acceptable roofing materials.

(Ord. No. 2013-9, § 2, 11-19-13)

Sec. 13.03. - Single-Family and Duplex Residential Architectural Requirements.

This section shall apply to all single-family and duplex residential dwelling units.

13.03.01. *Architectural styles.*

A. Duplex residential dwelling units shall have the same architectural style, materials, and colors for both sides. Duplex residential dwelling units do not have to be symmetrical.

B. Within residential developments, an identical house can only repeat every four lots when fronting the same right-of-way including both sides of the street. However, two nonidentical houses of the same style may be built adjacent to each other. To be considered nonidentical, the two houses should be distinguishable in ways such as reverse orientation plans, tile and

shingle roof, articulation changes (different articulations, use banding on one and shutters on the other, etc.), Façade design change which is a structural change. (Different massing, change window location, change entranceway design, change roof line design etc.), or architectural equivalent.

13.03.02. *Roofs.* Roofs that are visible from the public right-of-way shall be of shed, hip, gambrel, mansard, or gable styles. Roof height, bulk, and mass must appear structural even when the design is nonstructural. The following requirements shall apply:

A. *Pitched roofs.*

1. All single-family and duplex buildings shall have a pitched roof covering a minimum of 65 percent of the overall floor area under the roof.

2. Pitched roofs shall have a minimum slope of 5:12 (5 inches vertical rise for every 12 inches horizontal run) and shall have an overhang beyond the building wall; however, the overhang shall not encroach into an easement.

3. Flat roofed areas including, but not limited to, porches are permissible in the remaining 35 percent of floor area under roof.

B. *Flat roofs.*

1. Porches or screen rooms may have flat roofs where allowed. Screen rooms are only permitted at the rear of the home.

2. Flat roofs shall be reviewed by the Land Use Administrator for architectural and aesthetic design and impact on the surrounding area.

3. Flat roofs shall be located at the rear of the building out of view from the public right-of-way. On saltwater canals, flat roofs must match the roof of the primary structure (color and material) unless they are located between a screen enclosure and the residence. Matching shingles or modified bitumen rolled roofing with granules that resemble shingles are permissible.

13.03.03. *Facade design.*

A. *Massing requirement.* Building massing shall be implemented by use of techniques that reduce the appearance of high building density or bulk. At least one massing treatment, in addition to the articulation requirement, shall be included for each 50 linear feet of wall that exceeds 50 feet in length.

B. *Articulation.* Facade articulation is required to add interest to a building. The following features shall be acceptable techniques of exterior articulation:

1. A base course or plinth course; banding, moldings, or stringcourses; quoins; oriels; cornices; arches; balconies; brackets; shutters; keystones; dormers; louvers as part of the exterior wall construction.

2. Quoins and banding shall wrap around the corners of the structure for at least two feet.

3. Banding placed around the windows and doors visible from the right-of-way, golf course, canals, lakes, or other similar highly visible areas. Window shutters may substitute for banding.

4. Horizontal banding continuing the length of the wall that faces a street, golf course, saltwater canal, or other similar highly visible areas.

C. *Fenestration.*

1. Windowless exterior walls, excluding garage doors, that face a public right-of-way, golf course, canals, lakes, or other similar highly visible areas are prohibited.

2. All single-family residences shall have only one entry door on the designated primary front façade and all single families shall have only one primary front façade.

3. Windows shall be consistent with the architectural style of the building and proportionate in size and placement relative to the overall façade composition.

4. The use of reflective glass on residential structures is prohibited. Reflective glass will be defined as having a visible light reflectance rating of 15 percent or greater.

D. *Shutters.* Shutters function as an accent to windows as well as weather protection.

1. *Accent shutters.* Accent shutters are designed as a visual detail for windows.

a. Accent shutters shall be a contrasting color to the wall color.

b. Shutters shall match the height of the window.

c. Acceptable types of accent shutters include traditional horizontal slat or panel type shutters. Professional scoring or etching of a stucco wall to give the appearance of shutters is also acceptable.

2. *Weather protection shutters.* Professionally installed Bahaman, Accordion, Roll-Down, Clear Guard Panels, and Armor Screen Hurricane Protection shutters and similar approved products subject to Land Use Administrator, used as weather protection shall maintain the architectural character when residences are boarded up. Plywood shall not be considered a weather shutter except for 168 hours (7 Days) before storm force winds are predicted to reach Palm Coast and 168 hours (7 Days) after a storm force wind are predicted to pass Palm Coast. Duct tape shall not be an acceptable method of shutter fastening. Storm shutters can be used one month prior to the hurricane season through one month after the hurricane season.

E. *Awnings.* If used, awnings shall complement the architectural style and colors of the residence. Awnings may be placed above windows and doors. Placing any awning on residential garage doors is prohibited. Permitted awnings shall be constructed from canvas, matte finish vinyl, copper, wood, or a material that the Land Use Administrator deems appropriate with regard to the architectural style.

1. *Prohibited materials.* Plastic, shiny vinyl, Plexiglas, corrugated metal, or materials resembling plastic are prohibited.

2. *Illumination.* Backlit awnings shall be prohibited.

13.03.04. *Mechanical equipment.* Mechanical equipment such as, but not limited to, air conditioning units, pool pumps, generators, back flow preventers, and gas tanks shall be screened from view of the public right-of-way and access easements with landscaping and/or fencing in compliance with City regulations.

13.03.05. *Manufactured dwellings and mobile homes bearing a Florida Department of Community Affairs Seal.* Manufactured dwellings and mobile homes that bear a Florida Department of Community Affairs Seal shall comply with the regulations for single-family residential and duplex architectural design. In addition, they shall meet the following:

A. A continuous perimeter stemwall foundation or monolithic foundation floor slab system that meets all criteria of the Florida Standard Building Code, shall be provided. Exterior walls of

these dwellings shall bear directly on the foundation. Isolated elevated pier foundations are prohibited. Interior load-bearing foundations and/or walls shall be continuous.

B. The electrical service entrance shall be located on the dwelling.

C. The exterior face of all stemwall foundations and/or monolithic design shall be architecturally finished with Portland cement stucco, brick, stone, siding materials, or other durable material approved by the Land Use Administrator.

D. The main entranceway shall be covered with a roof structure. The roof structure shall be consistent with the roof structure of the principal dwelling and shall cover, at a minimum, the required exterior landing at the door. The entry roof structure may be an extension of the main roof system or a separate roof system that matches the main roof slope, materials, and architectural style. If separate, the roof structure shall be consistent with the principal dwelling.

(Ord. No. 2009-26, §§ 93—96, 12-15-09)

Sec. 13.04. – Multifamily and Nonresidential[1] Architectural Requirements.

1. Industrial uses are located in section 13.05.

The requirements contained in this section apply to all multifamily and nonresidential development excluding Industrial.

13.04.01. *Corporate trademark design.* Exceptions to the requirements contained within this chapter shall not be made for corporate franchises.

13.04.02. *Building architecture.* Building enhancements are required and shall be achieved through the use of the following:

A. *Building massing.* Massing refers to the two-dimensional shape or three-dimensional volume of a building. Attention to massing is especially important for large buildings whose bulk can be out of scale with their surroundings; or whose walls or roof lines may be uninterrupted, excessively long or high, or monotonous. Multifamily and nonresidential developments shall provide building massing and articulation as follows:

1. *Massing requirements.* Building massing shall be implemented by use of techniques that reduce the appearance of high building density or bulk. At least one massing treatment, in addition to the articulation requirement, shall be included for each 50 linear feet of wall that exceeds 50 feet in length.

2. *Massing techniques.* The use of the following building features, when more than three feet in depth or height, shall qualify as techniques that improve building massing. Other massing techniques may be used, as approved by the Land Use Administrator:

a. Balconies.

b. Building wall offsets.

c. Colonnades.

d. Cupolas.

e. Towers.

f. Pavilions.

g. Arcades.

h. Porticos.

i. Projections and recessed sections.

j. Clock or bell towers.

k. Variations in the height of the roof line.

l. Verandas.

m. Overhangs.

3. *Multifamily buildings.* Large multifamily and townhome building volumes shall be broken into smaller parts to avoid a massive appearance and to allow for ventilation and vistas. In addition to the massing requirement noted above, facades of multifamily developments shall not extend for more than 100 horizontal feet without a major volume shift or a substantial break in volume.

B. *Exterior articulation.* Articulation of exterior walls is required to add interest and a distinctive sense of place to a building. The following features qualify as techniques of building articulation:

1. *Articulation requirements.* All facades shall include, in addition to the massing requirement, at least one articulation from the list below on each facade. Facades extending for more than 50 horizontal or vertical feet shall provide at least two exterior treatments.

2. *Prohibited articulation techniques.* Professional scoring or etching of a stucco wall to give the appearance of shutters, doors, or windows shall be prohibited.

3. *Articulation techniques.* The use of the following elements shall qualify as articulation techniques:

a. Base course or plinth course.

b. Portals.

c. Windows.

d. Transoms.

e. Show cases.

f. Bay windows and oriels.

g. Lintels.

h. String courses and moldings.

i. Fascia.

j. Cornice.

k. Piers.

l. Arches.

m. Bays.

n. Balconies.

o. Brackets.

p. Wings.

q. Porches.

r. Stoops.

s. Corbel

C. *Fenestration.*

1. Windowless exterior walls that face a public right-of-way are prohibited.

2. For multistory commercial uses, at minimum 50 percent of the wall facade on the first floor story shall have windows.

3. For office and multifamily uses, at minimum 15 percent of the wall façade per story shall have windows.

4. Windows shall be consistent with the architectural style of the building and proportionate in size and placement relative to the overall façade composition

5. The use of darkly tinted or reflective glass on the first floor of commercial structures is prohibited. Reflective glass will be defined as having a visible light reflectance rating of 15 percent or greater and darkly tinted glass windows include glass with a visible light transmittance rating of 35 or less. The use of low-emissivity (Low-E) glass is encouraged, but must demonstrate that the reflectance and transmittance requirements are met. All plans submitted to the City shall include the glass manufacturer's visible light reflectance, visible light transmittance ratings and Low-E glass specifications for evaluation. Privacy can be achieved through the use of blinds and curtains.

6. Uses such as movie theaters, bowling alleys, skating rinks, industrial facilities, warehouses, and similar uses are exempt from the fenestration requirements. The building façades shall provide additional architectural elements in lieu of windows at the same percentages of Subsection 13.04.02.C.2.

13.04.03. *Roofs.* The following types of roofs are permitted:

A. *Pitched roofs.*

1. A pitched roof shall have a minimum slope of 5:12 (5" vertical rise for every 12" horizontal run) and shall have a minimum overhang of two feet beyond the building wall. Flat roofed areas including porches, are permissible in the remaining 35 percent of floor area under roof.

2. Pitched roofs shall be enhanced by the addition of dormers, belvederes, chimneys, cupolas, clock towers and similar elements. Enhancements shall be consistent with the main elements of the building.

B. *Mansard style roof.* False mansards are prohibited.

C. *Flat roofs.* Buildings that have a flat roof shall be hidden from public view by a parapet and decorated by a cornice.

1. *Parapet.* The highest point of a parapet shall not at any point exceed 20 percent of the height of the supporting wall.

2. *Cornice.* Cornices may be simple or mixed (straight and curved moldings), but should not exceed 24 inches in depth. Cornices shall have a minimum of 12 inches in height, and a minimum of three vertical (not diagonal) changes in plane, and a variety of thicknesses in relief ranging from the greatest at the top to the least at the bottom.

D. *Canopy roofs.* Canopy roofs for gas stations, drive-through restaurants, and banks are exempt from the pitched roof requirements.

13.04.04. *Building entrances.* All buildings are subject to the following regulations:

A. *Entrance placement.* The main building entrance shall face the public right-of-way unless it is determined by the Land Use Administrator that such configuration is not practicable. When parking is located on the side or rear of the building, the placement of a suitably large building entrance that faces the parking area shall complement, but not displace the main building entrance.

B. *Entrance articulation.* Main building entrances shall be articulated in a manner consistent with the architectural style of the building. All buildings shall have a minimum of one of the following architectural treatments, separate from the massing and articulation requirements, for each main building entrance: lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and features consistent with the building style.

13.04.05. *Awnings.* Awnings shall complement the architectural style and colors of the building. Awnings may be placed above windows and doors and are subject to the following requirements:

A. *Height.* A minimum clearance of eight feet shall be maintained between the sidewalk and the lowest part of the awning.

B. *Prohibited materials.* Plastic (or materials resembling plastic), shiny vinyl, and Plexiglas are prohibited.

C. *Illumination.* Backlit awnings are prohibited.

13.04.06. *Light fixtures.* Light fixtures attached to the exterior of a building shall be architecturally compatible with the style, materials, colors, and details of the building.

13.04.07. *Mechanical equipment, utilities, and storage areas.*

A. *Mechanical equipment.* When visible or audible from adjacent property or from the public right-of-way, mechanical equipment shall be screened by walls, fencing, roof elements, or landscaping. Screening shall be extended at least one foot above the equipment being screened. Ground-mounted mechanical equipment shall be located within 20 feet of the principal structure, except transformers.

B. *Service, utility, display, and storage areas.*

1. Loading areas or docks, outdoor storage, waste disposal, mechanical equipment, satellite dishes, truck parking, and other service support equipment shall be located behind the building line and shall be fully screened from the view of adjacent properties both at ground and rooftop levels by walls made of masonry, brick, or durable man-made materials.

2. Utility boxes must be totally screened from view of principal streets, as well as pedestrian areas and walkways. Backflow preventers shall be landscaped.

3. Areas for outdoor storage, trash collection, and loading shall be incorporated into the primary building design, and construction materials for these areas shall be of comparable quality and appearance as that of the primary building.

4. Shopping cart storage shall be located inside the building. Cart corrals used by patrons shall be screened by a solid landscaping hedge or wall consistent with the building architecture and materials.

13.05 Industrial

The requirements contained in this section apply to only Industrial zoning districts

13.05.01. *Corporate trademark design.* Exceptions to the requirements contained within this chapter shall not be made for corporate franchises.

13.05.02. *Building architecture.* Building enhancements are required and shall be achieved through the use of the following:

A. *Building massing.* Massing refers to the two-dimensional shape or three-dimensional volume of a building. Attention to massing is especially important for large buildings whose bulk can be out of scale with their surroundings; or whose walls or roof lines may be uninterrupted, excessively long or high, or monotonous. Industrial buildings shall provide building massing and articulation as follows:

1. *Massing requirements.* Building massing shall be implemented by use of techniques that reduce the appearance of high building density or bulk. At least one massing treatment, in addition to the articulation requirement, shall be included for each 50 linear feet of wall that exceeds 50 feet in length.

2. *Massing techniques.* The use of the following building features, when more than three feet in depth or height, shall qualify as techniques that improve building massing. Other massing techniques may be used, as approved by the Land Use Administrator:

   a. Balconies.

   b. Building wall offsets.

   c. Colonnades.

   d. Cupolas.

   e. Towers.

   f. Pavilions.

   g. Arcades.

   h. Porticos.

   i. Projections and recessed sections.

   j. Clock or bell towers.

   k. Variations in the height of the roof line.

   l. Verandas.

   m. Overhangs.

3. Uses such as industrial facilities, warehouses, and similar uses are exempt from the massing techniques if the building is not visible from the right of way as determined by the land use administrator.

B. *Exterior articulation.* Articulation of exterior walls is required to add interest and a distinctive sense of place to a building. The following features qualify as techniques of building articulation:

1. *Articulation requirements.* All facades shall include, in addition to the massing requirement, at least one articulation from the list below on each facade. Facades extending for more than 50 horizontal or vertical feet shall provide at least two exterior treatments.

2. *Prohibited articulation techniques.* Professional scoring or etching of a stucco wall to give the appearance of shutters, doors, or windows shall be prohibited.

3. *Articulation techniques.* The use of the following elements shall qualify as articulation techniques:
    a. Base course or plinth course.
    b. Portals.
    c. Windows.
    d. Transoms.
    e. Show cases.
    f. Bay windows and oriels.
    g. Lintels.
    h. String courses and moldings.
    i. Fascia.
    j. Cornice.
    k. Piers.
    l. Arches.
    m. Bays.
    n. Balconies.
    o. Brackets.
    p. Wings.
    q. Porches.
    r. Stoops.

C. *Fenestration.*

1. Windowless exterior walls that face a public right-of-way are prohibited.
2. For multistory industrial uses, at minimum 15 percent of the wall facade on the first floor story shall have windows.
3. Windows shall be consistent with the architectural style of the building and proportionate in size and placement relative to the overall façade composition
4. The use of darkly tinted or reflective glass on the first floor of commercial structures is prohibited. Reflective glass will be defined as having a visible light reflectance rating of 15 percent or greater and darkly tinted glass windows include glass with a visible light transmittance rating of 35 or less. The use of low-emissivity (Low-E) glass is encouraged but must demonstrate that the reflectance and transmittance requirements are met. All plans submitted to the City shall include the glass manufacturer's visible light reflectance, visible light transmittance ratings and Low-E glass specifications for evaluation. Privacy can be achieved through the use of blinds and curtains.
5. Uses such as industrial facilities, warehouses, and similar uses are exempt from the fenestration if the building is not visible from the right of way as determined by the land use administrator. The building façades shall provide additional architectural elements in lieu of windows at the same percentages of Subsection 13.04.02.C.2.

13.05.03. *Roofs.* The following types of roofs are permitted:

A. *Pitched roofs.*

1. A pitched roof shall have a minimum slope of 2:12 (2" vertical rise for every 12" horizontal run) and shall have a minimum overhang of two feet beyond the building wall. Flat roofed areas including porches, are permissible in the remaining 35 percent of floor area under roof.

B. *Mansard style roof.* False mansards are prohibited.

C. *Flat roofs.* Buildings that have a flat roof shall be hidden from public view by a parapet and decorated by a cornice.

1. *Parapet.* The highest point of a parapet shall not at any point exceed 20 percent of the height of the supporting wall.

2. *Cornice.* Cornices may be simple or mixed (straight and curved moldings) but should not exceed 24 inches in depth. Cornices shall have a minimum of 12 inches in height, and a minimum of three vertical (not diagonal) changes in plane, and a variety of thicknesses in relief ranging from the greatest at the top to the least at the bottom.

D. *Canopy roofs.* Canopy roofs for gas station are exempt from the pitched roof requirements.

13.05.04. *Building entrances.* All buildings are subject to the following regulations:

A. *Entrance placement.* The main building entrance shall face the public right-of-way unless it is determined by the Land Use Administrator that such configuration is not practicable. When parking is located on the side or rear of the building, the placement of a suitably large building entrance that faces the parking area shall complement but not displace the main building entrance.

B. *Entrance articulation.* Main building entrances shall be articulated in a manner consistent with the architectural style of the building. All buildings shall have a minimum of one of the following architectural treatments, separate from the massing and articulation requirements, for each main building entrance: lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and features consistent with the building style.

13.05.05. *Awnings.* Awnings shall complement the architectural style and colors of the building. Awnings may be placed above windows and doors and are subject to the following requirements:

A. *Height.* A minimum clearance of eight feet shall be maintained between the sidewalk and the lowest part of the awning.

B. *Prohibited materials.* Plastic (or materials resembling plastic), shiny vinyl, and Plexiglas are prohibited.

C. *Illumination.* Backlit awnings are prohibited.

13.05.06. *Light fixtures.* Light fixtures attached to the exterior of a building shall be architecturally compatible with the style, materials, colors, and details of the building.

13.05.07. *Mechanical equipment, utilities, and storage areas.*

A. *Mechanical equipment.* When visible or audible from adjacent property or from the public right-of-way, mechanical equipment shall be screened by walls, fencing, roof elements, or landscaping. Screening shall be extended at least one foot above the equipment being screened. Ground-mounted mechanical equipment shall be located within 20 feet of the principal structure, except transformers.

B. *Service, utility, display, and storage areas.*

1. Loading areas or docks, outdoor storage, waste disposal, mechanical equipment, satellite dishes, truck parking, and other service support equipment shall be located behind the building line and shall be fully screened from the view of adjacent properties at ground level by walls made of masonry, brick, or durable man-made materials.
2. Utility boxes and all ground mounted mechanical equipment must be totally screened from view of principal streets, as well as pedestrian areas and walkways. Backflow preventers shall be landscaped if in view of principal street.
3. Areas for outdoor storage, trash collection, and loading shall be incorporated into the primary building design, and construction materials for these areas shall be of comparable quality and appearance as that of the primary building.

Sec. 14.01. - Rules for Construction of Language.

Except as otherwise provided herein all words shall have the customary dictionary meaning. The present tense includes the future tense and the future tense includes the present tense. The singular number includes the plural and the plural includes the singular. The word "person" includes a firm, corporation, association, organization, trust, or partnership. The word "lot" includes "plot", "tract" or "parcel." The word "building" includes "structure." The word "shall" is always mandatory. The word "used" or "occupied" as applied to any land or building shall be construed to include the words "intended, arranged, or designed to be used or occupied." The word "City" shall mean the "City of Palm Coast." The word "Staff" shall mean "City of Palm Coast Staff." The words "Comp Plan" shall mean the "City of Palm Coast Comprehensive Plan." The word "Code" or "LDC" shall mean the "City of Palm Coast Land Development Code." Any key word within the LDC for which a definition is not been provided shall have the same definition as provided in the Comp Plan or Florida Statutes (FS) Definition Index.

Sec. 14.02. - Glossary.

Abutting: Any property that is immediately contiguous or immediately across any road or public rights-of-way from the subject property.

Accent color: Refers to the color application to any building accents such as shutters, doors, and awnings.

Accent plant: A shrub required for certain landscape buffer applications that have a minimum height of 12 inches at time of installation.

Access: The street system providing access to a parking facility, sometimes involving several streets, particularly if one-way.

Accessory use or *accessory structure:* A use or structure on the same lot with, and of nature customarily incidental and subordinate to, the principal use or structure.

Access way: The place, means, or way by which pedestrians and/or vehicles shall have safe, adequate, and usable ingress and egress to a property, use, or parking space.

Acre: 43,560 square feet; a measurement of area.

Adult daycare center: See *Daycare center/adult.*

Adult entertainment and sexually-oriented businesses: An adult performance establishment, adult bookstore/adult video store, adult motel, or adult theater as those terms are defined in Chapter 16, Article III in the City of Palm Coast Code of Ordinances, which is operated for commercial or pecuniary gain. An establishment with an adult entertainment license shall be presumed to be an adult entertainment establishment and sexually-oriented business.

Adult family-care home: See *Family-care home/adult.*

Affordable multifamily unit: A multifamily unit that is available for rent or purchase by a household earning 100 percent or less of the county's median income, adjusted for family size, for no more than 30 percent of the household's annual income.

Aggregate sign area: See *Sign area, aggregate.*

Agriculture: The production, keeping, or maintenance of plants and/or animals useful to humans whether for sale, lease, or personal use. The term includes farming, dairying, pasturage, apiculture, horticulture, floriculture, viticulture, animal and poultry husbandry, and the necessary accessory uses for packing, treating, or storing the produce, provided the operation of any such accessory uses shall be secondary to that of normal agricultural activities.

Aisle, drive: The traveled path through a parking facility between one or two rows of parked vehicles.

Alcoholic beverage: All beverages containing more than one percent of alcohol by weight and shall include intoxication beverages as defined herein. "Intoxication beverages" shall mean all liquors, wines, and beers containing more than three and two-tenths percent of alcohol by weight. In all prosecutions for violations of this LDC the manufacturer's label on the beverage container shall be prima facie evidence that the substance in such container was and is an alcoholic beverage.

Alteration/altered: These terms shall include any changes in structural parts, stairways, type of construction, kind or class of occupancy, light or ventilation, means of ingress or egress, or other changes affecting or regulated by the building code or this regulation, except for minor changes or repairs not involving the aforesaid features.

Alteration of a watercourse: A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Alternative landscape betterment plan: A replacement landscape plan proposed by the developer of a unique or difficult site that provides additional landscape features not already required and a better public benefit, project screening, and aesthetic appeal than a standard landscaping plan.

Ancillary: A use that is incidental and subordinate to that of the main building or use of land and that is located on the same lot and under the same ownership in all respects.

Animal feedlot: A lot, building, or combination of lots and buildings intended for the confined feeding, breeding, raising, or holding of animals and specifically designed as a confinement area in which manure may accumulate or where the concentration of animals is such that cannot maintain a vegetative cover.

Antenna: Any apparatus designed for the transmitting and/or receiving of electromagnetic waves including, but not limited to, telephonic, radio, or television communications. Types of elements include, but are not limited to, omni-directional (whip) antennas, sectionerized (panel) antennas, multi or single bay (FM & TV), yagi or parabolic (dish) antennas.

Antenna array: A single or group of antenna elements and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving electromagnetic waves.

Antenna element: Any antenna or antenna array.

Appeal: Relating to flood damage protection, means a request for review of the Floodplain Administrator's interpretation of any provision of Section 10.02.

Applicant: An owner of real property or authorized agent including, but not limited to, developers, an authorized developer of real property, or an apparently authorized person, contractor, or other legal entity including, but not limited to, agents, employees, independent contractors, or others in privity with any of the above.

Application: A written request on a form provided by the City for a specific use.

Aquifer: A saturated geologic formation that will yield a sufficient quantity of water to serve as a private and public water supply.

Arcade amusement center: A place of business having at least 50 coin-operated amusement games or machines on premises that are operated for the entertainment of the general public and tourists as a bona fide amusement facility. (For definition of "adult arcade amusement center," see *Adult arcade amusement center.*)

Arch: A structure, especially one of masonry, forming a curved, pointed, or flat upper edge of an open space and supporting the weight above it, as in a bridge or doorway.

Arterial road: A route providing service that is relatively continuous and of relatively high traffic volume, long average trip length, high operating speed, and high mobility importance. In addition, every United States numbered highway is an arterial road.

Articulate: To give visible or concrete expression to the composition of structural elements.

ASCE 24: A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Assisted living facility: Any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator.

Available capacity: The amount of a concurrency public facility available for use by the demand from new development after evaluating existing conditions and committed capacity. The term "available capacity" also means the amount of residual potential of a concurrency public facility available to hold, store, or accommodate the demands upon the facility without such concurrency public facility falling below the level of service standards established in the Comprehensive Plan as it may be amended from time-to-time.

Aviary: A place for the keeping of birds for the purpose of racing, exhibiting, or selling.

Avoidance and minimization: The applicant must consider practicable design modifications, which would reduce or eliminate adverse impacts to wetlands and other surface waters. The term "modification" shall not be construed as including the alternative of not implementing the system in some form, nor shall it be construed as requiring a project that is significantly different in type or function. A proposed modification, which is not technically capable of being done, is not economically viable, or which adversely affects public safety through endangerment of lives or property is not considered "practicable." To receive City approval, a system cannot cause a net adverse impact on wetland functions and other surface water functions not offset by mitigation and in accordance with the requirements established by state law.

Awning: A cloth or other covering extending in front of a window or doorway, or over a deck that provides protection from the sun or rain.

Balcony: A platform that projects from the wall of a building and is surrounded by a railing, balustrade, or parapet.

Balustrade: A balustrade is a row of repeating balusters—small posts that support the upper rail of a railing. Staircases and porches often have balustrades.

Banding: A horizontal decorative feature of a wall, such as a flat frieze or fascia, usually with a projecting molding at upper and lower edges. The flat portion between the moldings may be ornately decorated or flat and unadorned.

Banner: See *Sign, banner.*

Base course: The first or lower course of a foundation wall and made of large stones or a mass of concrete; also called foundation course.

Base flood: A flood having a one-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation: The elevation of flood having a one-percent chance of being equaled or exceeded in any given year, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map.

Basement: That portion of a building having its floor subgrade (below ground level) on all sides.

Bay: A division of a wall, roof, or other part of a building marked off by vertical elements, such as columns or pilasters. When related to parking, a parking facility unit that has two rows of parking stalls and a central aisle.

Bay window: A window projecting outward from the wall and forming a bay or an alcove within.

Bed and breakfast inn: A bed and breakfast inn is a family home structure, with no more than 15 sleeping rooms, that has been modified to serve as a transient public lodging establishment. Such use provides the accommodation and meal services generally offered by a bed and breakfast inn and is recognized as a bed and breakfast inn in the community in which it is situated or by the hospitality industry.

Belvedere: A roofed structure, especially a small pavilion or tower on top of a building, situated to command a wide view.

Berm: A bank or mound of earth usually placed against a foundation wall.

Best management practice (or "BMP")(does not apply to Chapter 9): A practice, activity, procedure, technique, program, methodology, or any combination thereof that, through experience and research, has proven to reliably lead to a desired result. A commitment to using the best management practices in any field is a commitment to using all the knowledge and technology at one's disposal to ensure success.

Best management practices (applies only to Chapter 9): Schedules of activities, prohibitions of practices, maintenance procedures, treatment methods and other management practices to prevent or reduce pollutants from entering or discharging from the City stormwater system.

Boarding home: A building or part thereof, other than a hotel, motel, or restaurant, where meals and/or lodging are provided for compensation for three or more unrelated persons where no cooking or dining facilities are provided in individual rooms.

Bona fide: Genuine or authentic; being actually and exactly what is claimed.

Bona fide agricultural uses: Good faith commercial or domestic agricultural use of the land, any such determination of which shall be based upon, but not limited solely to, the following factors:

(1) The productivity of land in its present use;

(2) The relationship of the property to the Comp Plan;

(3) The classification placed upon such lands by the Property Appraiser pursuant to F.S. § 193.461 , and

(4) The current zoning classification of such lands.

Bottle club: A commercial establishment licensed by the state operated for a profit, whether or not a profit is actually made, where patrons consume alcoholic beverages which are brought onto the premises and not sold or supplied to the patrons by the establishment, whether the patrons bring in and maintain custody of their own alcoholic beverages or surrender custody to the establishment for dispensing on the premises, and which is located in a building or other enclosed permanent structure. Non-alcoholic mixers or so-called "set-ups" may be provided by the club. This definition does not apply to sporting facilities where events sanctioned by nationally recognized regulatory athletic or sports associations are held; bona fide restaurants licensed by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation whose primary business is the service of full course meals; or hotels and motels licensed by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation; or a social, fraternal or civic association or organization which only occasionally or intermittently provides facilities for on-premises consumption of alcoholic beverages by its members and their guests and is not registered to sell alcoholic beverages. This definition also does not include the private clubs listed in F.S. § 561.20 (7)(a).

Bracket: A decorative or weight-bearing structural unit, two sides of which form a right angle with one arm flush against a wall and other flush beneath a projecting surface, such as eaves or a bay window.

Breakpoint technology: The engineering design of a monopole wherein a specified point on the monopole is designed to have stresses concentrated so that the point is at least five percent more susceptible to failure than any other point along the monopole. This is so that in the event of a structural failure of the monopole, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the monopole.

Breezeway: A roofed passageway, open-sided, the design and construction of which is in keeping with that of the main building and which provides direct access between a main and attached accessory building.

Buffer: Open spaces, landscaped areas, fences, walls, berms, land that is vegetated with native species and left undeveloped, or any combination thereof used to physically separate or screen one use or property from another so as to visually shield or block noise, lights, or other nuisances and/or reduce the shock of impact.

Buffer, landscape: The area of a site that commences at the property line or where plantable area begins and extends for the width of the required buffer, no matter how far into the site it goes.

Buffer, wetland: Upland area adjacent to or surrounding a wetland that is vegetated with native species and left undeveloped to provide protection from potential adverse secondary impacts associated with future development. The buffer area is not part of the jurisdictional wetland and as such shall not be calculated as part of the wetland acreage for the determination of wetland impacts.

Buildable area: Portion of a building site remaining after deducting all required setbacks and meeting any requirements regarding maximum impervious surface.

Buildable land: Land recognized as being above the 100-year flood level with soil conditions that can properly support structures, not including critical wetlands, such as lakes, streams, swamps, and marshes.

Builder: Any person, firm, association, partnership, corporation, realtor, or corporation who constructs model homes and other residential dwellings for sale to the public.

Building: Any structure, temporary or permanent, with a roof supported by columns or walls and intended for the shelter, housing, or enclosure of any individual, animal, process, equipment, goods, or materials of any kind.

Building envelope: The space in which a structure is permitted to be built on a lot; it is defined by the minimum yard setbacks.

Building height: See *Height of building*.

Building line: See *Setback line*.

Building permit: Written permission issued by the proper municipal authority for the construction, repair, alteration, or addition to a structure.

Building, principal: A building or buildings in which is conducted the principal use of the lot on which said building is situated.

Building site: See *Site, building.*

Bulkhead: A structure built between a waterbody on one side and land on the other side.

Business office: Facility consisting of desks, computers, files, phone banks, coping machines, or other equipment usually associated with and utilized in a business office.

Business transaction: A business transaction is a transaction between the seller and a potential purchaser other than the signing of a contract of purchase, selection of a lot or house plan, selection of paint colors, selection of cabinets, fixtures, and appliances, and other similar actions by a purchaser in deciding on the purchase of a home.

Bypass lane: See *Lane, bypass*.

Caliper: The trunk diameter for new trees up to, and including, four inches in diameter as measured at six inches above grade. All new trees over four inches in caliper will be measured 12 inches above grade. The diameter of all existing trees shall be measured at 4½ feet above grade (diameter at breast height (DBH)).

Canopy: With reference to structures, a roof like cover, including an awning, that projects from the wall of a building over a door, entrance, or window; or a freestanding or projecting cover above an outdoor service area, such as at a gasoline service area. With reference to buffer yards, a landscape element that functions as an overhead or "ceiling" used in single or multiple plantings to create shade.

Caretaker's dwelling: An accessory dwelling that houses a caretaker, manager, or security agent employed on the building site due to the need for 24-hour care and security of plants, animals, equipment, or other conditions of the site.

Carport: A roofed structure not more than 75 percent enclosed by walls used to provide shelter for one or more vehicles.

Cemetery: Land used or intended to be used for the burial of the animal or human dead and dedicated for cemetery purposes, including crematories, mausoleums, and mortuaries if operated in connection with and within the boundaries of such cemetery.

Certificate of completion: A written document required prior to occupancy, issued for a use upon a developer's compliance with the provisions of this LDC and any applicable development agreement.

Certificate of concurrency: A statement issued by the City, on a form designed by the Land Use Administrator, relating to a specific development project on a specific parcel of real property or part thereof that is valid for so long as the underlying development order on the parcel is valid. It is to state that all concurrency review requirements, as provided herein, are satisfied as to said development and that specified quantities of concurrency public facilities are reserved. The issuance of a certificate of concurrency shall be a prerequisite to the issuance of any final development order. The issuance of a certificate of concurrency shall not be deemed to insure or guarantee any person or entity including, but not limited to, the holder or owner of the certificate, that any particular level of service currently exists or will exist in the future on a particular concurrency public facility at the time of issuance or at any other given point in time.

Certificate of exemption: A statement issued by the City, on a form designed by the Land Use Administrator, relating to a specific development project on a specific parcel of real property or part thereof, stating that said development is exempt from the concurrency requirements identified in Chapter 7. The issuance of a certificate of exemption shall be a prerequisite to the issuance of any final development order. The issuance of a certificate of exemption shall not be deemed to insure or guarantee any person or entity including, but not limited to, the holder or owner of the certificate, that any particular level of service currently exists or will exist in the future on a particular concurrency public facility at the time of issuance or at any other given point in time.

Certificate of occupancy: An official certificate issued by the City under the authority of ordinance or law authorizing the occupancy of a building for its intended use. The certificate of occupancy shall not be issued until a certificate of completion has been issued.

Change in use: See *Use, change in*.

Child daycare center: See *Daycare center/child.*

Child family daycare home: See *Family daycare home/child.*

City Council: The City Council of the City of Palm Coast.

City Manager: Either the City Manager or such staff person designated to act by the City Manager in order to respect the rules of the City Manager under the City Charter.

City Stormwater system (or "MS4"): A conveyance, storage area or system of conveyances and storage areas (including, but not limited to, roads with drainage systems, streets, catch basins, curbs,

gutters, ditches, manmade channels, storm drains, treatment ponds and other structural BMPs), owned or operated by a city that discharges to waters of the United States or to other MS4s, that is designed solely for collecting, treating or conveying stormwater, and that is not part of a publicly owned treatment works (POTW), as defined by 40 Code of the Federal Register 403.3.

Clinic: A place used for the care, diagnosis, and treatment of sick, ailing, infirm, or injured persons, and those who are in need of medical and surgical attention, but who are not provided with board or room or kept overnight on the premises.

Club civic: An establishment operated by a corporation or association of persons for community, social, fraternal, or recreational purposes and not operated or maintained for profit.

Coastal high hazard area: Relating to flood damage protection, this term means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Collector road: A route providing service that is of relatively moderate average traffic volume, moderately average trip length, and moderately average operating speed. Such a route also collects and distributes traffic between local roads or arterial roads and serves as a linkage between land access and mobility needs.

Colonnade: A series of columns placed at regular intervals.

Colors:

a) *Fuchsia:* A dark purplish-red color, a red with a tint of purple or hot bright pink.

b) *Magenta:* A dark purplish-red color.

c) *Orange:* Color combinations using yellows and reds, lacking visible brownish shades.

d) *Purple:* Color combinations using reds and blues to include colors known as violet.

Column: A column is an upright pillar or post. Columns may support a roof or a beam, or they may be purely decorative. The base is the lower portion of a column. The capital is the upper portion of a column. The entablature is the area that the column supports.

Commencement of construction: See *Construction, commencement of.*

Common area: Area under common ownership of a subdivision (e.g. recreation area, medians), site plan, condominium, or similar development excluding rights-of-way.

Communication conduit: Any pipe which is installed in a road right of way or easement with the intent of carrying wire and cable to be used for communication technology.

Community residential home: Per F.S. ch. 419 , a dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Family Services, or a dwelling unit licensed by the Agency for Health Care Administration. Such dwelling unit provides a living environment for up to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents.

Compatibility: The characteristics of different uses or activities, which allow them to be located near or adjacent to each other in harmony. Some elements affecting compatibility include: height, scale, mass, and bulk of structures, pedestrian or vehicular traffic, circulation, access, and parking impacts, landscaping, lighting, noise, odor, architecture, and public hazards. Compatibility does not mean "the same as." Rather, compatibility refers to the sensitivity of development proposals in maintaining the character of existing development.

Compensatory storage (floodplain): An artificially excavated hydraulically equivalent volume of storage used to balance the loss of natural flood storage capacity when artificial fill or structures are placed within the floodplain.

Completeness review: The review of an application in order to determine if all material is present for the specific application type.

Compliance review: The review of an application in order to determine compliance with all federal, state, and local regulations.

Comprehensive plan: A plan designed and adopted to guide development in the City of Palm Coast as required by F.S. ch. 163 .

Concurrency baseline statement: A documented status report as to available capacity relating to concurrency public facilities as a result of the commitment, entitlement, or utilization of concurrency public facilities.

Concurrency management monitoring system: The data collection, processing, and analysis performed by the City to determine available capacity for concurrency public facilities and services and to track certificates of concurrency. Data utilized shall be the most current reliable information available to the City as determined by the Land Use Administrator.

Concurrency management system (CMS): The procedures and processes that the City utilizes to ensure that no development order or permit is issued by the City unless the necessary concurrency public facilities are available or are assured to be available consistent with the Comprehensive Plan and comply with State law in order to meet the impacts of development. As part of the CMS, the City shall operate and maintain a concurrency management monitoring system.

Concurrency public facilities: All arterial and collector roads; stormwater management; potable water treatment plants; sanitary sewer treatment plants, solid waste processing facilities, transfer stations and landfills; urban community parks including land and facilities; and mass transit buses. Such concurrency public facilities may be owned or operated by local, state or federal governments, independent districts and/or private organizations.

Concurrency review: The process utilized by the City to determine if concurrency public facilities and services are adequate to accommodate the impacts of new development at or above the levels of service standards adopted in the Comprehensive Plan.

Conditionally exempt small quantity generator: A conditionally exempt small quantity generator, as defined by the Resource Conservation and Recovery Act of 1976, 40 Code of Federal Regulations 261, is a facility or business which, in a calendar month, generates no more than 100 kilograms (220 pounds or 25 gallons) of hazardous waste or less than one kilogram of an acute hazardous waste. Additionally, the generator shall not accumulate more than 1,000 kilograms (2,200 pounds or 250 gallons) of hazardous waste at any time.

Connectedness (of a wetland): The degree to which a wetland borders terrestrial, aquatic, or other wetland systems. The greater the extent to which this bordering occurs (in numbers or linear distance), the greater the connectedness.

Conservation: Preserving from loss, waste, or harm. The official preservation of natural resources such as topsoil, forests, and waterways.

Construction (does not apply to Chapter 9): Any activity including erection, fabrication, installation, alteration, demolition, or removal of any structure, facility, or addition thereto, including all related activities, but not restricted to, clearing of land, earth moving, blasting, and landscaping.

Construction activities (applies only to Chapter 9): The creation, alteration or abandonment of any project, including placement of fill, land clearing, earthwork, or the placement or removal of structures. Cutting of trees or removal of vegetation is not considered land clearing, except where it involves stump removal, root raking, or grubbing.

Construction, commencement of: Construction activity beyond the mere clearing of land that has occurred on a parcel of real property and the construction of the infrastructure required to support an approved development plan has begun in good faith in accordance with all necessary permits and with bona fide intention to complete the construction of such infrastructure.

Construction, new: Relating to flood damage protection and the flood resistant requirements of the Florida Building Code, this term means any structure for which the "start of construction" commenced after February 5, 1986, or standard based upon specific technical base flood elevation data that establishes the area of special flood hazard. The term also includes any subsequent improvements to such structure.

Construction, start of: Relating to flood damage protection, this term means the date the building permit was issued for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building including, but not limited to, a manufactured home and mobile home on a site such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home or mobile home on a foundation. Permanent construction does not include land preparation such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units and are not part of the main building. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Containment: Physical systems or operational practices used to prevent the release of hazardous substances to the environment.

Containment, secondary: A physical structure such as curbing, trays, double-walled tanks, spill pallets, or other structural controls used to prevent the release of a spill of regulated substances to the environment.

Contamination: The presence of hazardous substances in surface water, groundwater, soil, sediment, or upon the land in quantities that exceed applicable cleanup, target levels established in the Florida Administrative Code (FAC) or other applicable regulations as amended from time to time.

Continuing care retirement community: An integrated residential development designed to let senior adults age in place by providing independent living units, and including either an assisted living facility where assistance with personal care is provided, or a nursing home providing long-term skilled nursing.

Continuous transit: The nonstop movement of a vehicle except for stops required by traffic laws.

Contractor: Any person, firm, association, partnership, realtor, or corporation engaged in the business of accepting orders or contracts.

Convenience store with fueling stations: A retail store selling convenience goods that may include prepared foods with seating for on-site consumption, and having pumps for the fueling of automobiles and pickups.

Copy area: See *Sign area.*

Cornice: The cornice is the uppermost section of moldings along the top of a wall or just below a roof.

Critical facilities: Any facility that, if flooded or impacted by a natural disaster, would result in severe consequences to public health and safety. Critical facilities include, but are not limited to, hospitals, nursing homes, police stations, fire stations, emergency operation centers, chemical or hazardous materials storage facilities, and utility facilities. The term includes facilities that are assigned Flood Design Class 3 and Flood Design Class 4 pursuant to the Florida Building Code, Building.

Cross connection: Any physical arrangement whereby a public water supply is connected directly or indirectly with any other water supply system, wastewater, drain, conduit, pool, storage reservoir, plumbing fixture, or any other device, facility, or system which contains or may contain contaminated water, sewage, waste material, or other material or substance of unknown or potentially unsafe quality which may be

capable of imparting contamination to the public water supply as a result of backflow. Bypass arrangements, jumper-connections, changeable devices, or other devices through which, or because of which, backflow could occur are deemed to constitute cross connections.

Cross section: A profile of the ground surface perpendicular to the centerline of a street, stream, or valley bottom.

Cultural resources: Any prehistoric or historic district or building, archaeological site, building, object, or other real or personal property of historical, architectural, or archaeological value and folk life resources. These properties or resources may include, but are not limited to, monuments, memorials, Native American habitations, ceremonial sites, abandoned settlements, sunken or abandoned shops, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the State.

Cultural resources, potentially significant: A cultural resource or archaeological site that may be considered, after further investigation, by the State Historic Preservation Officer to be eligible for the National Register of Historic Places.

Cultural resources, protection of: Measures taken to avoid, minimize, or mitigate effects to cultural resources consistent with the provisions of this LDC.

Cultural resources, significant: An archaeological site of prehistoric or historic significance that the State Historic Preservation Officer considers eligible for the National Register of Historic Places.

Cupola: A dome-shaped ornamental structure placed on the top of a larger roof or dome. In some cases, the entire main roof of a tower or spire can be a cupola. More frequently, however, the cupola is a smaller structure which sets on top of the main roof.

Curb: A raised edge on the side of a street or pavement surface.

Data Center: A facility that primarily contains electronic equipment used to process, store, and transmit digital information, which may be:

(a) A free-standing structure; or

(b) A facility within a larger structure which uses environmental control equipment to maintain the proper conditions for the operation of electronic equipment.(Per Florida Statutes 373.203(3))

Daycare center/adult: Any building, buildings, or part of a building, whether operated for profit or not, in which is provided through its ownership or management, for a part of a day, basic services to three or more persons who are 18 years of age or older, who are not related to the owner or operator by blood or marriage, and who require such services.

Daycare center/child: Any child care center or child care arrangement which provides child care for more than five children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care, wherever operated, and whether or not operated for profit.

De minimis activity establishment: An establishment operated by an organization exempt from federal taxation under Section 501(c) of the Internal Revenue Code and with five or fewer electronic or mechanical devices that are used to conduct a drawing by chance, sweepstakes, or game promotion utilizing those electronic or mechanical devices.

Dead tree: Means a tree that is dead or damaged beyond repair or is in an advanced state of decline (where an insufficient amount of live tissue, green leaves, limbs, or branches exists to sustain life) and has been determined to be such by the Land Use Administrator.

Demand for concurrency public facilities: The quantitative measure of the amount of concurrency public facility or other public facilities that is necessary to support a specific increment of development.

De minimis: A minor deviation from the required standards or a small degree of relief from requirements as set forth in the LDC in which it is not necessary to acquire a quasi-judicial decision.

Density: The number of dwelling units per gross acre of buildable land, which includes all streets, public right-of-ways, easements, open space, and onsite recreational facilities.

Derelict vessel: A vessel left upon any public waters or docked at private property in a wrecked, junked, or substantially dismantled condition.

Design flood: The flood associated with the greater of the following two areas:

(1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation: The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet.

Designee: A person(s) duly authorized to act on the behalf of another.

Detailed methods: Relating to flood damage protection, this term means a method of determining a base flood elevation with a site-specific engineering analysis as described in FEMA publication "Managing Floodplain Development in Approximate Zone A Areas - A Guide for Obtaining and Developing Base (100-Year) Flood Elevations," also known as FEMA publication 265.

Developer: That person improving a parcel of land within the City and, who may or may not be the owner of the property.

Development: Relating to flood damage protection, this term means any man-made change to improved or unimproved real estate including, but not limited to, buildings or other structures, tanks, mining, dredging, filling, grading, paving, excavating, drilling operations, temporary or permanent storage of materials or equipment or other land disturbing activities.

Development order, final: The approval of a development of regional impact, a borrow pit permit, an electrical permit, a master planned development, a right-of-way utilization permit, a site plan, a special exception, a variance, a subdivision preliminary plat, a statutory subdivision final plat, a nonstatutory subdivision plat, an underground utility permit, a dredge and fill permit, a written agreement with the Flagler County School Board for the provision of public facilities and services as required by state law, and any other development order which results in an immediate and continuing impact upon concurrency public facilities. Final development orders may address future expansions of a development and may provide for phasing. A final development order may provide for conditions that must be met in order for subsequent approvals to be given or permits to be issued.

Development order having no impacts on concurrency public facilities: Those development orders that permit or approve:

(1) Accessory facilities for agricultural use that create no additional impacts on concurrency public facilities.

(2) An accessory structure to a residence.

(3) Any sub-permit to new construction.

(4) A change of electrical services.

(5) A driveway or parking lot paving.

(6) Fences.

(7) Permits for historical documentation.

(8) Remodeling, such as moving a wall, if no change in use, addition of units or interior completion of a shell only structure is involved.

(9) The repair or replacement of mechanical systems, wiring or plumbing.

(10) The replacement of structures which will have no additional impacts on concurrency public facilities.

(11) The re-roofing of existing structures.

(12) Room additions (including screen rooms) to a residence.

(13) Signs.

(14) Swimming pools.

(15) Temporary construction trailers.

(16) Use permits and right-of-way utilization permits that do not increase the needed capacity of concurrency public facilities.

(17) Walls.

(18) Wells and septic tanks.

Diameter at breast height: Shall mean the measurement of an existing tree trunk's diameter at four and one-half feet above grade (breast height). For trees with less than four and one-half feet of clear trunk, diameter shall be of the largest leader measured four and one-half feet above ground level. For multitrunk trees, each branch that forks below four and one-half feet is considered a separate tree. Trees that originate from the same base shall be considered one tree regardless of the number of forks present above ground only for purposes of minimum tree cover count only.

Directional sign: See *Sign, directional*.

Discharge: Any spilling, leaking, seeping, pouring, misapplying, emitting, emptying, or dumping that may be either accidental or purposeful of any hazardous substance that may negatively impact surface water, soils, or groundwater.

Discount superstore: A very large retail store greater than 100,000 square feet in size that is usually part of a chain, offering a wide variety of merchandise for sale at prices typically below the market price.

Dock: Fixed or floating structure, including access walkways, platforms, catwalks, mooring pilings, lifts, boathouses, and other associated water-dependent structures used for mooring and accessing watercraft.

Dormer: A dormer is a window that is set vertically on a sloping roof. The dormer has its own roof, which may be flat, arched, or pointed.

Drainage: The control of surface flow of water by man-made facilities such as canals, ditches, culverts, or dikes. It can also refer to the artificial lowering of groundwater and the natural drainage of a site in the predevelopment condition.

Drainage area: The watershed (acreage) contributing surface water runoff to the City's stormwater management facilities or systems.

Dredging: To excavate underwater material.

Drinking establishment: An establishment where alcoholic beverages are obtainable within or thereon and where such beverages are consumed on the premises. A bottle club is also a drinking establishment.

Driveway: A private roadway providing access for vehicles to a parking space, garage, dwelling, or other structure. A standard driveway is one leading to a garage for a single-family, two-family, or townhouse residence.

Driveway median: A landscaped island that separates ingress and egress driveways.

Duplex: A detached building intended, designed and occupied as two dwelling units with a common wall or roof on a single lot.

Dwelling or *dwelling unit:* Any building, portion thereof, or other enclosed space or area used as or intended for use as the home of one family, with separate cooking and housekeeping facilities, either permanently or temporarily.

(1) *Single-family:* A detached building designed for and occupied by one family as a home, with one range in the kitchen area within an interior living space..

(2) *Two-family:* A detached building intended, designed and occupied as two dwelling units with a common wall or roof, and with each unit located on a separate lot under separate ownership.

(3) *Multifamily:* A building designed for or occupied by three or more families, with separate cooking and housekeeping facilities for each.

Earth tones: Various rich colors containing some brown. Earth tones are defined herein to include shades of brown, taupe, beige, and gray.

Easement: A grant by a property owner of the use of land for a specific purpose.

Educational facilities: See *Schools.*

Effective removal: A condition of a tree caused by the excessive damage or improper pruning of roots or tree canopy. This includes, but is not limited to, topping, lion tailing, hat racking, or elevation of lower tree branches to a height of more than one-third of the total height of the tree (unless tree is a "standard" form tree).

Egress: An exit.

Electronic equipment: Any electronic device provided by or on behalf of the operator that is used or adapted for use to conduct, or reveal the results of, a drawing by chance conducted in connection with the sale of a consumer product or service, sweepstakes or other game promotion, that displays results by simulating a game or games ordinarily played on a slot machine or other similar games of chance.

Electronic game promotion: A sweepstakes or other game promotion which utilizes electronic equipment, or a drawing by chance conducted in connection with the sale of a consumer product or service which utilizes electronic equipment that does not violate Florida law.

Encroachment: The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Encumbrance: Any claim or restriction on a property's title. Relating to concurrency, an administrative technique within the concurrency management system implemented to avoid over committing available capacity. The encumbering of available capacity is not synonymous with the issuance of a "certificate of concurrency."

Endangered species: Those animal species listed in Section 39-27.003, FAC and those plant species listed as endangered in 50 Code of Federal Regulations 17.12.

Entrance: Entranceway into a structure.

Erected: The word "erected" includes built, constructed, reconstructed, moved upon, or any physical operations on the site required for building. Excavation, fill, drainage, and the like shall be considered a part of erection.

Etching: Engraving a design in glass, metal, or a hard surface by removing part of the surface. Also, to remove surface concrete to create an exposed aggregate finish.

Excavation: To make a hole, unearth, scrape, or dig out for the purpose of construction, demolition, or stump/root removal with specific relation to a tree drip line and root system.

Facade: The exterior face of a building including the front exterior wall and any side exterior walls facing the public right of way or access easement.

Facility: A structure or place built, installed, or established to serve a particular purpose.

Facility reservation fees: The dollar amount that is due as impact fees and connection fees relating to concurrency public facilities which fees must be paid as a condition precedent to the validity of a certificate of capacity. The fees are computed at the rate that is in effect at the time that payment is made. Such fees are refundable if a final development order is not issued, expires or is surrendered pursuant to an amending development order issued by the City and a new applicant purchases the reserved capacity from the City. If no refund occurs, however, the fees paid run with the real property to which they relate as a credit against future fees relating to development of the real property.

Family care home/adult: Per F.S. ch. 429 , a full-time, family-type living arrangement, in a private home, under which a person who owns or rents the home provides room, board, and personal care on a 24-hour basis for no more than five disabled adults or frail elders who are not relatives.

Family child daycare home/child (large): An occupied residence in which child care is regularly provided for children from at least two unrelated families, which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit, and which has at least two full-time child care personnel on the premises during the hours of operation. One of the two full-time child care personnel must be the owner or occupant of the residence. A large family child care home must first have operated as a licensed family day care home for two years with an operator who has had a child development associate credential or its equivalent for one year, before seeking licensure as a large family child care home. A large family child care home shall be allowed to provide care for one of the following groups of children, which shall include those children under 13 years of age who are related to the caregiver:

(1) A maximum of eight children from birth to 24 months of age.

(2) A maximum of 12 children, with no more than four children under 24 months of age.

Family day care home/child: A residence in which child care is regularly provided for children from at least two unrelated families and which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit. The license holder must reside in the residence. A family daycare home shall be allowed to provide care for one of the following groups of children, which shall include those children under 13 years of age who are related to the caregiver:

(1) A maximum of four children from birth to 12 months of age.

(2) A maximum of three children from birth to 12 months of age, and other children, for a maximum total of six children.

(3) A maximum of six preschool children if all are older than 12 months of age.

(4) A maximum of ten children if no more than five are preschool age and, of those five, no more than two are under 12 months of age.

Farm animals: Animals considered permissible for an agricultural use, including horses, mules, burros, sheep, cattle, rabbits, chickens, ducks, geese, pigs, goats, ostrich, emu, or other similar animals.

Fascia: A flat horizontal band or member between moldings, especially in a classical entablature.

Fence: An artificially constructed vertical barrier constructed of wood, vinyl, or metal erected to enclose, restrict access to, screen, or separate areas. An open fence is one having at least 50 percent visibility.

Field conference: A specific purpose meeting scheduled and held at a job site.

Final development order: See *Development order, final*.

Flat roof: See *Roof, flat*.

Fleet storage: The storage of all operable and/or inoperable vehicles consisting of five or more vehicles, which are owned or leased by the business establishment, exclusive of lawful display of all vehicles and trailers, the parking of vehicles for permitted businesses and the parking, storage, and display of heavy commercial vehicles and construction equipment.

Flood or *flooding:* A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters; or

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials: Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood hazard area: The greater of the following two areas:

(1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map: An official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood insurance study: The official report provided by the Federal Emergency Management Agency. It is an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations or an examination, elevation, and determination of mudslide (i.e., mudflow) and/or flood related erosion hazards. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.

Floodplain: Any land area susceptible to being inundated by water from any source. Also, see definition of *flood* or *flooding*.

Floodplain Administrator: The office or position designated and charged with the administration and enforcement of this article (may be referred to as the Floodplain Manager).

Floodplain development permit or approval: An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floodway encroachment analysis: An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Floor: The top surface of an enclosed area in a building (including basement), i.e. top of slab in concrete slab construction or top of wood flooring in wood frame construction.

Floor, lowest: The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24.

Floor area: The sum of the gross horizontal areas of the several floors of a building measured from the exterior faces of the exterior walls or from the centerline of walls separating two buildings. Provided that

for the purpose of determining compliance with the permitted floor area, the floor area of enclosed required off-street parking areas shall not be included. Provided further that floor area for outdoor display of merchandise or customer seating, whether uncovered or covered by a tent or canopy, under the provisions of this LDC shall mean the smallest rectangular area encompassing the display or customer seating area.

Floor area, gross: The sum of the horizontal areas of the stories of a building or buildings, measured from the exterior faces of exterior walls or from the centerlines of walls that separate buildings. Included within such sum shall be the areas of all stories and attic spaces providing structural headroom of at least five and five-tenths feet; interior balconies and mezzanines; and any other space reasonably usable for any purpose except parking; no matter where located within a building. This term does not include the area of any parking garage structure, but does include all other interior spaces including those that are not heated or air conditioned.

Floor area ratio: The gross floor area of all buildings divided by the lot area.

Florida Building Code (FBC): The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Florida Department of Transportation Design Standards Road and Bridge Technical Specifications: Publication by the Florida Department of Transportation tabulating and specifying design and safety requirements appropriate for use in designing and constructing roadways and bridges for motor vehicle and pedestrian uses.

Florida Department of Transportation Standards for Sight Triangles and Sight Distances: Publication by the Florida Department of Transportation tabulating design and safety requirements protecting appropriate lines of sight for motor vehicle drivers.

Florida-friendly landscaping: A set of nine guiding principles which help protect natural resources and preserve Florida's unique beauty including: right plant, right place; water efficiently; fertilize appropriately; mulch; attract wildlife; manage yard pests responsibly; recycle; reduce stormwater runoff; and protect the waterfront.

Florida master site file: The listing of cultural resources, historic or archaeological resources maintained by the Florida Department of State, Division of Historical Resources and Bureau of Archaeological Research.

Fluorescent colors: Very bright and or glowing colors.

Foot-candle: A unit of measurement referring to illumination incident to a single point. One foot-candle is equal to one lumen uniformly distributed over an area of one square foot.

Footprint: The horizontal area as seen in a plan measured from outside of all exterior walls and supporting columns. It includes buildings, residences, garages, covered carports, and accessory structures, but not trellises, patios, and areas of porch, deck, and balcony less than 30 inches from finished grade.

Foundation: The underlying structure of a building, usually constructed of concrete, which supports the foundation walls, piers, or columns.

Freeboard: Relating to flood damage protection, this term means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Full cut-off light fixture: A light fixture with elements such as shields, reflectors, or refractor angles that direct and cut off the light at a cutoff angle less than 90 degrees.

Fully shielded: When pertaining to lighting, light fixtures shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, project below the horizontal plane running through lowest point on the fixture where light is emitted.

Functionally dependent use: A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Gable roof: See *Roof, gable*.

Gallons per day: The gallons per day based on an annual average basis.

Gambrel roof: See *Roof, gambrel*.

Garage: For residential purposes, an enclosed area for the parking/storage of vehicles. For nonresidential purposes, a building for the storage and/or repair of motor vehicles generally closed on all sides.

Garage, attached: An enclosed area for the parking/storage of vehicles that is structurally connected to a residential unit, which may include connection by the means of a breezeway, which openings are required for each building as an entrance/exit.

Garage, detached: A detached structure that is accessory to a single detached dwelling unit and to which there is legal vehicular access from a public right-of-way, designed for the storage of motor vehicles for the residents of the single detached dwelling unit.

Gasoline service station: A business having at least one bay for automotive services, pumps for the fueling of automobiles and pickups, and which may include limited retail sales of convenience goods.

Geographic search area: The area designated by a wireless provider or operator for a new base station, produced in accordance with generally accepted principles of wireless engineering.

Good faith: An honest intention to accomplish or complete an approved development plan on a particular parcel of real property, but shall not encompass dishonest, fraudulent, or deceitful actions, ignorance of the law, mistakes of law, delays that are intentional or result from neglect or lack of diligence, or actions or occurrences caused by, resulting from, or facilitated by the property owner, developer, or agent thereof. It shall not be an absence of good faith if a developer attempts to proceed with a development if the developer was prevented from attaining a certain status, event, or condition due to the demonstrated and clear and convincing uncertainty of obtaining required governmental permits for which there is a substantial likelihood that such permits will be granted; provided, however, that delays which are caused by the developer or real property owner and acts by said persons causing delays and omissions by said persons which cause delays shall eliminate the delay as a valid factor which would excuse the attainment of the status, event or condition.

Good faith continuation: The final development order for a project pertaining to a parcel of real property that has not expired and a certificate of completion for development of infrastructure must be received within three years of the date of the preconstruction conference and subject to the following:

(1) Within four years of issuance of the final development order which resulted in the development being deemed statutorily vested, the preconstruction conference for the development must have occurred, provided, however, that if the developer diligently attempted to attain the completion of the preconstruction conference for the development in good faith, but was inhibited due to adverse general market conditions, said time frame shall be tolled during the period during which the recessionary cycle occurred.

(2) Within three years of the completion of the preconstruction conference, the developer must be issued a certificate of completion for the completion of the development's infrastructure; provided, however, that if the developer attempted to attain the certificate of completion, but was inhibited due to adverse general market conditions, said time frame shall be tolled during the period during which the recessionary cycle occurred.

(3) As to residential preliminary plats, the final plat for the development must be submitted within one year of the effective date of this LDC, provided, however, that the underlying development order that resulted in the development being deemed statutorily vested must not have expired.

(4) It shall not be an absence of good faith if a developer attempts to proceed with a development, if the developer was prevented from attaining a certain status, event, or condition due to the demonstrated and clear and convincing uncertainty of obtaining required governmental permits for which there is a substantial likelihood that such permits will be granted; provided, however, that delays which are caused by the developer or real property owner, and acts by said persons causing delays and omissions by said persons which cause delays shall eliminate the delay as a valid factor which would excuse the attainment of the status, event, or condition.

Grade, highest adjacent: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a building.

Groundwater: Water in the subsurface of the earth in both soils and geologic formations that are saturated.

Hazardous substance: A substance or combination of substances, which because of its quantity or concentration or physical, chemical, or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or may pose a substantial present or potential hazard to human health or to the environment when improperly used, handled, treated, stored, transported, disposed of, or otherwise managed. A material may be judged as hazardous if it is corrosive, reactive, ignitable, or toxic.

Hazardous waste: Waste materials including, but not limited to, poisons, pesticides, herbicides, acids, caustics, pathological wastes, radioactive materials, flammable or explosive materials, and similar harmful chemicals and wastes that require special handling and must be disposed of in a manner that conserves the environment and protects the public health and safety.

Hedge: A close planting of shrubs that forms a compact, dense, visually opaque, living barrier when mature.

Height of building: Building height refers to the vertical distance between lowest finished grade at the front of the building, or the base flood elevation where applicable, and:

(1) The average height level between the eaves and ridgeline of gable, shed, hip or gambrel roof;

(2) The deck line of a mansard roof; or

(3) The highest point of the coping of a flat roof.

Hip roof: See *Roof, hip*.

Historic resources: See *cultural resources*.

Historic structure: Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Home occupation: A use approved as a permitted use or special exception and any on-site business conducted entirely within a dwelling and carried on by residents thereof. Such use is to be clearly incidental and secondary to the residential uses and shall not change the residential character of the dwelling, and further provide that the use can meet the special exception regulations, as outlined in this LDC.

Hotel: A transient commercial lodging establishment consisting of one or more buildings used only for this purpose, including accessory uses such as eating and drinking facilities, recreation facilities, and parking. Lodgings may consist of sleeping rooms only, or may include cooking facilities also, but not intended for long-term occupancy.

Identification sign: See *Sign, identification.*

Illuminating Engineering Society of North America: Agency that approved an American National Standard Practice for Roadway Lighting. This recommended practice provides the design basis for lighting roadways, adjacent bikeways, and pedestrian ways.

Imperiled upland habitat: Includes natural habitats known to support rare species and the Coastal/Conservation element of the Comp Plan. Florida Natural Areas Inventory (FNAI) criteria are utilized to determine if the area consists of the following designations:

(1) Sandhill.

(2) Scrub.

(3) Maritime Hammock.

(4) Live Oak Hammock.

(5) Coastal Strand.

(6) Coastal Grassland.

Impervious: Any improvements that do not readily absorb or retain water including, but not limited to, building roofs, parking, driveway areas, gravel areas, sidewalks, and paved areas.

Impervious surface ratio: The percentage of the area of a lot covered by impervious surface.

Improvements, required site development: All land development improvements necessary to support the proposed buildings, as documented on the approved site plan drawings.

Improvements, required subdivision: All land development improvements necessary to support and service a proposed division of land into smaller parcels. Work includes, but is not limited to, water and sewer, paving and drainage, earthwork and clearing, erosion and sediment control facilities, and measures.

Independent living unit: A senior adult detached or attached housing unit that is an element of a continuing care retirement community, that provides optional services for residents to receive their choice of meals, personal services, medical services, housekeeping, transportation services, and organized social/recreational activities.

Infrastructure: A set of interconnected structural elements that provide the framework supporting an entire structure. This term has diverse meanings in different fields, but in the LDC, it refers to roads, water mains, and storm and sanitary sewer pipes to support a site plan or subdivision project.

Inspection: Observation of construction work being performed to assure compliance with approved plans and permits.

Inspection punch list: List of deficiencies and concerns that are a result of an inspection of a construction site.

Institution: Building and/or land designed to aid individuals in need of mental, therapeutic, rehabilitative counseling, or other correctional services.

Island: A raised area in a roadway, driveway, or parking facility used to control or direct traffic flow that typically contains landscape material to provide shade and aesthetics within parking facilities.

Island, median: A landscaped island at least five feet wide located between two rows of parking spaces with no intervening drive aisle.

Island, terminal: A landscaped island at least five feet wide located at the beginning or the end of a row of parking spaces that separates the adjacent parking space from a drive or parking aisle.

Junk yards: Place, structure, or lot where junk, waste, discarded, salvaged, or similar materials such as old metals, wood, slush, lumber, glass, paper, rags, cloth, bagging, cordage, barrels, containers, etc., including auto wrecking yards, used lumber yards, house-wrecking yards, and yards or places for storage or handling of salvaged house-wrecking and structural steel materials. This definition shall not include pawn shops and establishments for the sale, purchase, or storage of usable secondhand cars, salvaged

machinery, used furniture, radios, stoves, refrigerators, or similar household goods and appliances. Nor shall it apply to the processing of used, discarded, or salvaged materials as part of manufacturing operations.

Kennel: As defined in *Chapter 8 Animals* of the City of Palm Coast *Code of Ordinance.*

Keystone: Stone wedge at uppermost point of an arch that secures other arch members in place. Wedge-shaped member installed above an arch for ornamentation.

Kitchen, summer: An outdoor kitchen located for the primary use of outdoor entertaining not to be used for the purpose of a separate single-family dwelling and enclosed by no more than three walls under roof, including but not limited to, glass enclosures.

Landscape area: All pervious area within a site that supports the growth of plant material of any type. When used to calculate minimum tree requirements and landscape area requirements, the following areas shall not be counted as landscape area: synthetic turf areas, ponds, lakes, streams, rivers, and normally wet stormwater retention areas. If an existing or proposed water body, or normally wet retention area is a limiting factor as far as available site development area, then up to 25 percent of the area comprised by these features may be counted as landscape area providing this area be included in the area calculations for overall tree requirements.

Landscape buffer: See *Buffer, landscape.*

Landscape feature: An embellishment to the natural environment by blending manmade or natural materials with plantings in order to improve the outdoor aesthetics of a property. Landscape features, which include decorative planters, stone work, brick work, shall not exceed three feet in height. A Landscape feature, as defined herein is not a fence or wall.

Landscaping: Living plant material purposely installed for functional or aesthetic reasons at ground level and open to the sky.

Land Use Administrator: The City Manager shall act as the Land Use Administrator under the provisions of this LDC and shall prescribe and direct the processes and procedures, other than as otherwise specifically set forth in this LDC, relative to the administration of development review within the City. The City Manager may assign such duties to a City staff person or a team of City staff persons as he or she deems appropriate.

Lane: A strip of roadway or vehicular use area specifically designated to accommodate a single line of vehicles; a narrow way or passage for a specific use such as bicycles, pedestrians, etc.

Lane, bypass: An alternative channel, passage, or route.

Large quantity generator: A large quantity generator, as defined by the Resource Conservation and Recovery Act of 1976, 40 Code of Federal Regulations 260, is one who generates more than 1,000 kilograms (2,200 pounds or 250 gallons) of hazardous waste in a calendar month.

Large-scale commercial center: A commercial facility intended to function as a unit with a large-scale retailer as the anchor with shared services of other commercial uses. At least one anchor unit shall contain a minimum of 60,000 square feet.

Lawn/turf/sod: Upper layer of soil bound by live plant roots supporting the grass covered surface of the ground.

Letter of Map Change (LOMC): An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include, but not limited to:

(1) *Letter of Map Amendment (LOMA):* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) *Letter of Map Revision (LOMR):* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Letter of Map Revision Based on Fill (LOMR-F):* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) *Conditional Letter of Map Revision (CLOMR):* A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Level of service: An existing or projected indicator of the extent or degree of service provided by a concurrency public facility or other public facility based on and related to the operational characteristics of the concurrency public facility or other public facility.

Level of service standard: The adopted and acceptable volume of demand for each concurrency public facility or other public facility thereby reflecting an acceptable operational level as to a facility. Volume of demand may be stated as a measure of quantity of capacity per unit of demand or may state a level of performance for which the methodology and rationale used for quantitative measurement is clearly demonstrated in the Comp Plan or its supporting data and analyses.

Light-duty truck: As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

Light fixture: An artificial illuminating device or lamp, permanent or portable, used to illuminate or to attract attention. Such devices shall include, but are not limited to, search, spot, string, or floodlights for:

(1) Building and structure lighting, to include canopies and overhangs.

(2) Recreational area lighting.

(3) Parking lot lighting.

(4) Landscape lighting.

(5) Billboard or sign lighting.

(6) Street lighting.

(7) Display and service area lighting.

Lintel: A horizontal structure member, such as a beam or stone, which spans an opening, as between the uprights of a door or window or between two columns or piers.

Listed species: Those animal species which are endangered, threatened, or of special concern and are listed in Sections 39-27.003, 39-27.004 and 39.27.005, FAC and those plant species listed in 50 Code of Federal Regulation 17.12 when such plants are found to be located in a wetland or other surface water (Subsection 40C-4.021(19), FAC).

Littoral zone: An environmental planting area around the perimeter of water bodies consisting of littoral shelf plantings, transitional plantings, and upland vegetation.

Live aboard watercraft: Any watercraft docked at a marina facility inhabited by a person or persons for any three consecutive days or a total of five days within a 30-day period, or any watercraft represented as a place of business, a professional or other commercial enterprise, or a legal residence.

Living area: Enclosed rooms, as measured by its outside dimensions, which can be heated or cooled with the exception of garages.

Loading space, off-street: A space logically and conveniently located for pickups or deliveries or for loading or unloading, scaled to the size of the delivery vehicles expected to use it, and accessible to such vehicles when required off-street parking spaces are occupied.

Local road: A route providing service that is of relatively low average traffic volume, short average trip length or minimal through-traffic movements, and high land access for abutting property.

Lot: A parcel, tract, or area of land established by plat, subdivision, or as otherwise permitted by law.

Lot, corner: A lot abutting upon two or more streets at their intersection of less than 135 degrees. The point of intersection of the street lines is the corner. In the event the principal building is more directly oriented to the lot corner at the street intersection than to either street frontage, such lot shall be considered to have two front yards, one abutting each street.

Lot depth: The average distance between the front and rear lot lines.

Lot, double frontage: A lot having frontage on two nonintersecting streets, as distinguished from a corner lot.

Lot line, front: The lot line separating the lot from the rights-of-way of the principal street on which the lot abuts.

Lot, interior: A lot other than a corner lot.

Lot line, rear: The lot line opposite to and most distant from the front lot line, except for double frontage lots, which shall have two front lot lines.

Lot line, side: Any lot line other than front or rear lot line. A side lot line of a corner lot, separating a lot from a street, is called a side street lot line. A side lot line separating a lot from another lot is called an interior lot line.

Lot of record: A lot established prior to the enactment of this regulation that is a part of a recorded map or plat or a lot described by metes and bounds description, which is recorded according to Florida Law prior to November 16, 2008.

Lot width: The average distance between the side lot lines, measured along the front setback line.

Louvers: Vented covering for an opening that allows passage of air, but prevents rain and pests from entering. Commonly made of wood, aluminum, or galvanized steel and designed of horizontal slats in doors and shutters.

Luminaire: A complete lighting unit consisting of one or more lamps, together with the components designed to distribute the light, to position and protect the lamps, and to connect the lamps to the electrical power supply.

Machinery and equipment sign: See *Sign, machinery and equipment.*

Maintenance surety: See *Surety, maintenance.*

Mangrove stand: An assemblage of mangrove trees which is mostly low trees noted for a copious development of interlacing adventitious roots above the ground and which contain one or more of the following species: black mangrove (Avicennia nitida); red mangrove (Rhizophora mangle); white mangrove (Longunculariaracemosa); and buttonwood (Conocarpus erecta).

Mansard roof: See *Roof, mansard*.

Mansard, false or stuck on: A sloped plane that is attached or applied to a flat roof to make it appear to be a mansard roof.

Manual on transportation: The standard manual of recommended minimum requirements for signs, signals, and pavement markings in the United States.

Manufactured home: A structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer."

Manufacturing, heavy: An establishment whose principal purpose is the mechanical or chemical transformation of materials or substances into new products, including the bulk storage of raw materials, and which process may emit noise, vibration, dust, odor, or pollutants. Activities include manufacturing, assembly, and fabrication, including large scale or specialized industrial operations, processing, and compounding of semi-finished products from raw material in bulk form used in an industrial operation. Examples of heavy manufacturing include, but shall not be limited to, cement manufacturing, ship/boat manufacturing, and similar uses.

Manufacturing, light: An establishment whose principal purpose is the manufacturing, assembling, compounding, processing, packing, baling, repairing, storage, or distribution of products made from previously prepared basic materials. Examples include bond, cloth, cork, fiber, leather, paper, plastics, metals (not involving punch presses over 50 tons rated capacity), stones, tobacco, wax, yarns, or wood (except where sawmills or planing mills are employed). Uses deemed to qualify as light manufacturing include, but are not limited to, sign manufacturing, commercial bakeries, and similar uses.

Marina facility: Any structure or combination of structures, other than a single residential dock, located on or over the water surface of the navigable waters of the City, and is designed or used for the mooring of watercraft. Marina facilities are classified into the following subcategories.

(1) *Commercial marina:* Any facility or structure that is used for business or income producing purposes, through rental or any other means, the services of which are open to the general public, or which serves as an accessory facility to other rental, commercial, or industrial operations. It shall include, but not be limited to, docking for restaurants, hotels, motels, commercial fishing, shipping, or sales.

(2) *Noncommercial marina:* A marina facility designed to moor three or more watercraft that is intended to be used for private recreational or leisure purposes by persons or groups of persons who are residents of a development, or a nonprofit organization. General public usage and/or access is and will be prohibited by deed restrictions, easements, or other legally binding documentation except that a de minimis number of watercraft slips, not to exceed five percent, may be subject to rental agreements to nonresidents of the development associated with the marina facility. A marina associated with and part of a development shall not be deemed a commercial marina if instruments of title, acceptable to the City, bind the developed property to the marina in a manner approved by the City. A marina facility with no more than five-day slips shall be considered a noncommercial marina.

Marine service station: A facility that provides fueling services for watercraft while they are located on or over the water.

Market value: Relating to flood damage protection, this term means the Property Appraiser's 'Just Value' of the structure, excluding the land, or an appraisal of the structure by a qualified independent appraiser. For the purposes of determining "substantial damage" per incident, the market value is the value prior to the damage occurring. For purposes of determining "substantial improvements", the market value is the value prior to the start of construction of each improvement.

Market value: The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of

relevant facts. As used in this article, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

Master meter: A single meter serving a multifamily residential or multi-unit commercial facility. This term includes, but is not limited to, master meters serving condominiums, apartments, mobile home parks, hotels, motels, travel trailer parks, shopping centers, and office buildings.

Master Planned Development District (MPD): The purpose of the Master Planned Development District, which takes the place of the former Planned Unit Development (PUD), former Planned Rural Development (PRD), former Village Center (VGC-1, VGC-2), and former Golf Course Community (GCC) Districts, is to provide opportunities for innovative planning and design. Although greater flexibility is given within this district, procedures are established in this LDC to ensure that master planned developments are consistent with sound and generally accepted land development practices and that added benefit is accrued to the community.

Mechanical equipment: Equipment such as air conditioning units, pool pumps, generators, and gas tanks.

Median income: The Flagler County median income is the figure published, and periodically updated, for the County as a whole by the U.S. Department of Housing and Urban Development.

Medical marijuana treatment center: Has the meaning provided in Article X, Section 29, Florida Constitution. Medical marijuana treatment center dispensing facilities are a component of said definition. Medical marijuana treatment center dispensing facilities are subject to licensure by the Florida Department of Health, pursuant to F.S. § 381.986 (2017) and implementing regulations.

Microbrewery: A facility licensed by the State for the production and packaging of malt beverages with low alcoholic content for distribution or for consumption on the premises, with a capacity of not more than 15,000 barrels per calendar year. Accessory uses may include tasting rooms with food sales or tours of the microbrewery.

Mitigation: An action or series of actions to offset the adverse wetland impacts. Mitigation usually consists of restoration, enhancement, creation, preservation, or a combination thereof. Mitigation also refers to the required replacement of protected trees that are removed for multi-family, institutional, commercial, and industrial development and residential lots.

Mobile home: A structure, transportable in one or more sections, which is eight body feet or more in width and which is built on an integral chasses and designed to be used as a dwelling when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. This structure is required to bear the insignia of the U.S. Department of Housing and Urban Development (HUD).

Mobile home park: A residential development on a parcel of land in one ownership providing rental spaces for two or more mobile homes on a long-term basis, with recreation and service facilities for the tenants.

Mobile home park/subdivision, existing: See *Manufactured home park/subdivision, existing*.

Mobile home park/subdivision, expansion to an existing: See *Manufactured home park/subdivision, expansion to an existing.*

Mobile home park/subdivision, new: See *Manufactured home park/subdivision, new.*

Mobile home park/subdivision, substantially improved existing: See *Manufactured home park/subdivision, substantially improved existing.*

Mobile home space: A plot of ground within a mobile home park designated for the accommodation of one mobile home or travel trailer.

Mobile home subdivision: A residential development designed for the accommodation of mobile homes on individually owned lots or in condominium or cooperative ownership, including recreation and open space areas held in common ownership, but not including developments serving tourists or vacation-oriented travel trailers, motor homes, campers, etc.

Model home: A finished single-family residential unit, including units in a multifamily structure and manufactured/mobile homes, for which a certificate of occupancy has been obtained and located in a residentially zoned district, but utilized as an example of a product offered for sale to purchasers by a realtor, builder, developer, or contractor.

Molding: An embellishment in strip form, made of wood or other structural material, used to decorate or finish a surface, such as the wall of a building or the surface of a door.

Monotonous: Tediously uniform or unvarying.

Motel: Any public lodging establishment which offers rental units with an exit to the outside of each rental unit, daily or weekly rates, off-street parking for each unit, a central office on the property with specified hours of operation, and a bathroom or connecting bathroom for each rental unit. Lodgings may consist of sleeping rooms only or may include cooking facilities also, but not intended for long-term occupancy.

Mulch: An organic soil additive or topping such as compost, wood chips, wood shavings, seasoned sawdust, bark, leaves, or pine straw, used to reduce evaporation, prevent erosion, control weeds, enrich the soil, and moderate soil temperature. Inorganic materials such as rock or chipped rubber are also considered mulch. Where the word mulch is used in reference to seeding requirements, it is deemed to be straw or hay.

Multifamily: See *Dwelling, multifamily.*

Multi-tenant retail center shall mean retail uses in one or more buildings consisting of two or more individual, unaffiliated tenants. Multi-Tenant Retail Centers include shared access connections to external roads, shared internal circulation, parking and external signs and master stormwater management areas. Multi-Tenant Retail Centers do not include outparcels.

Multiuse building: A building that provides for nonresidential uses on the first floor and residential living quarters located above the first floor.

Munsell: A standard color system that allows precise documentation of colors using an alphanumeric code to describe the color attributes of hue (pigmentation), value (lightness/darkness), and chroma (color intensity). To establish an objective means of color evaluation, the Munsell color system's lightness value shall guide the selection of acceptable colors.

National Register of Historic Places: The official listing of cultural resources or historic properties significant in American history, architecture, archaeology, engineering and culture, maintained by the Secretary of the Interior as established by the National Historic Preservation Act of 1966, as amended.

Native plant: See *Plant, native.*

Navigable waters of the City: Lakes, ponds, Intracoastal Waterway, saltwater canals, freshwater canals, streams, or any other body of water or waterway natural or artificially created, or any constructed channel or water body to said bodies of water or waterways, located within the City of Palm Coast that can be used for the navigability of watercraft. It is not the intent of the LDC to assert ownership of such waters, but it is the intent of this Ordinance to assert land use regulatory jurisdiction as set forth in the LDC.

Nonconforming use: A use of land existing lawfully at the time of the enactment of this regulation, or at the time of a zoning or use change and which does not conform with the regulations of the use district in which it is located.

Nonresidential: Used or intended for purposes other than as a dwelling unit.

Nonresidential controlling master site development: Commercial facilities developed on one or more lots and intended to function as a unit with shared services and facilities.

Non-vehicular non-access easement: An easement that limits or preludes legal access for any lot, tract, or parcel onto a street or adjacent property or between subdivision boundaries. See also, spite strip.

Nursery, plant materials: Land, building, structure, or combination thereof for the storage, cultivation, transplanting of live trees, shrubs, or plants offered for retail sale on the site, including products used for gardening or landscaping.

Nursing home: A home for aged, chronically ill, or incurable persons in which three or more persons, not of the immediate family, are received, kept, or provided with food and shelter or care for compensation, but not including hospitals, clinics, or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured.

Off-site improvements: All land development improvements proposed to be built on land that is not part of the project property, except for work within a public road right-of-way immediately adjacent to the project limits of frontage on that road.

Off-street loading space: See Loading space, off-street.

Off-street parking space: See *Parking space, off-street.*

One hundred (100)-year flood elevation: See *Base flood elevation*.

One-way: A roadway or aisle on which traffic moves in only one direction.

On-site: Within the limits of the area encompassed by the tract area or parcel of record on which the activity is conducted.

Open space: The land area within a development which is retained in its natural condition or improved in a manner for the enjoyment of all persons owning property within the development. Open space includes, but is not limited to, tree and environmental preservation areas, waterbodies, and common area parcels, and is not developed with impervious surface unless it is common open space. Open space also includes those portions of the right-of-way that are pervious.

Operation: To cause or to allow a system to function.

Operator: Any person in whose name an electronic game promotion is conducted and in whose name a certificate of use is issued.

Oriel: A bay window supported from below by corbels or brackets.

Outdoor display: An outdoor arrangement of objects, items, products, or other materials, typically not in a fixed position and capable of rearrangement, designed and used for the purpose of advertising or identifying a business, product, or service.

Outparcel: For the purpose of this Code, an area meeting the minimum zoning district dimensional requirements and located within a shopping center that shares a common parking lot with other buildings and establishments within said shopping center, but separated from the principal building and establishments by parking or vehicular use area.

Overhead utility facilities: Communications and power lines installed through the air supported on and spanning between poles.

Parapet: A low wall projecting from the edge of a platform, terrace, or roof.

Parasite sign: See *Sign, parasite.*

Parent parcel: A tract or parcel of land that was lawfully created by either a plat or nonstatutory subdivision.

Park trailer: A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in F.S. § 320.01 .]

Parking: The temporary, transient storage of motor vehicles used for personal transportation while their operators are engaged in other activities. It shall not include storage of new or used cars for sale, service, rental, or other purpose other than specified above.

Parking angle: The angle formed by a parking stall and the wall or centerline of the facility, ranging from 90 degrees (perpendicular) to 45 degrees.

Parking design: The layout and design of a parking facility based on standard criteria.

Parking lot: A surface area for parking off the street or beyond the right-of-way.

Parking, parallel: Spaces designed parallel to the curb of a street, a lot, or a parking structure wall.

Parking, shared: The approved use of the same off-street parking space for two or more distinguishable uses where peak-parking demand of the different uses occurs at different times of the day.

Parking space: A surface area reserved for temporary storage of one motor vehicle and connected to a street by a driveway.

*Parking space, off-stree*t: An off-street parking space shall consist of an area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a street or alley and maneuvering room, but shall be located totally outside of any street, alley right-of-way, or highway.

Parking stall: The area, usually marked with distinguishing lines, in which one vehicle is to be parked; a parking space.

Passenger station: A facility at which passengers may board and alight from buses and/or trains, usually consisting of at least one covered structure or building for the use of waiting passengers.

Pavilion: A central or flanking projecting subdivision of a façade, usually accented by more elaborate decoration or a greater height and distinction of a roof line.

Peak period: The period of maximum parking activity, this can be by the hour, day of week, or seasonal.

Pedestrian: A person whose mode of transportation is on foot, including a person "walking a bicycle."

Pediment: A low-pitched triangular gable on the front of a building.

Performance surety: See *Surety, performance.*

Periodic Overflow Parking: Periodic overflow parking refers to designated, temporary, or secondary spaces used when primary parking lots are full or during high-demand events.

Permanent commercial campground: A parcel or plot of ground upon which two or more permanent (year-round) campsites are located, established and maintained for occupancy by camping units of the general public. Such campgrounds must meet the minimum state code requirements for sanitary facilities and potable water supply.

Pervious area: The total lot area left in a condition that permits full percolation of the stormwater including surface water bodies, wetlands, and retention areas.

Pharmacy: A retail use licensed under the Florida Statutes to dispense or sell prescription drugs, including, but not limited to medical marijuana treatment center dispensing facilities, as referenced in F.S. § 381.986 (11) as amended from time to time. The term does not include hospice services, medical and diagnostic laboratories, dental labs, medical and professional offices, outpatient care facilities, assisted living facilities, nursing homes, adult day care centers, child day care centers, schools, colleges, or other educational or health care institutions.

Pier: Wharf projecting into a body of water. In addition, an upright support member of a building designed and constructed to function as an independent structural element in supporting and transmitting

building and environmental loads to the ground with a height limited to a maximum of three times its least lateral dimension.

Pilaster: A pilaster is a rectangular support which resembles a flat column. The pilaster projects only slightly from the wall, and has a base, a shaft, and a capital.

Pile: An upright support member of a building, usually long and slender in shape, driven into the ground by mechanical means and primarily supported by friction between the pile land the surrounding earth. Piles often cannot act as individual support units and require bracing to other pilings.

Pitch: The slope of a roof expressed in terms of a ratio of height to span.

Pitched roof: See *Roof, pitched.*

Planned unit development (PUD): A former zoning classification that allowed an area of land, controlled by a landowner(s), to be developed as a unified project and single entity for a group of structures such as residential or nonresidential or any combination thereof. See *Master Planned Development District.*

Plant, native: Means any plant species with a geographic distribution indigenous to all or part of the State of Florida.

Plat: A map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with all applicable sections of F.S. ch. 177 , and this LDC.

Plinth: A continuous course of stones that form the base or foundation of a wall.

Political sign: See *Sign, political.*

Pollutant: Includes, but is not limited to, dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.), heat, wrecked or damaged equipment, rock, sand and industrial (excepting the county's discharges), and agricultural waste discharged into the MS4, and including other materials which the City Manager or designee or federal or state regulatory agencies may deem appropriate to be included.

Porch: A roofed, open space that may be screened, attached to, or part of a building and with direct access to or from the building.

Portal: A doorway, entrance, or gate, especially one that is large and imposing.

Portico: A porch or walkway with a roof supported by columns, often oriented at the entrance of a building.

Poultry: Any chickens, turkeys, ducks, or geese.

Potable water: The water that is satisfactory for drinking, culinary, and domestic purposes and that meets the quality standards of the Florida Department of Environmental Protection.

Preconstruction conference: A meeting that is held between City staff and the contractor or developer after the issuance of a development order, but prior to the issuance of a building permit for the purpose of coordination of project and assurance of compliance with City regulations.

Preliminary site plan: An illustration of the details of development of areas such as, but not limited to, commercial, industrial, recreational, and multifamily residential uses not being platted. The required submittals and processing procedures shall be similar to those provisions for final platting to the extent deemed applicable for the proposed use by the Land Use Administrator.

Preservation: The identification, evaluation, recordation, documentation, analysis, recovery, interpretation, curation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance, or reconstruction of historic properties.

Principal building: See *Building, principal.*

Private club: See *Club, private.*

Project: A particular development on an identifiable parcel of land.

Property: For the purpose of utilities, the real property owned or controlled by an applicant for which water service capacity allocation, wastewater service capacity allocation, or both is requested.

Public facility baseline statement: The concurrency baseline statement is an assessment of public facility available capacity anticipated for the reporting period.

Public use: See *use, public.*

Qualified environmental professional: A professional entity (may be an individual or company/firm) having appropriate scientific background and experience in the evaluation of wetland systems, delineation of jurisdictional wetlands, and listed flora and fauna in the State of Florida and the assessment of central Florida ecological communities.

Quoin: A stone or brick forming an exterior angle of a masonry wall that is differentiated from adjoining surfaces by material, texture, color, size, or projection.

Rain garden: On-site retention of stormwater using vegetated depressions engineered to collect, store, and infiltrate runoff. Also, known as Bio-Filter and an LID IMP.

Range (appliance): A single kitchen appliance that combines both a cooktop (stovetop) and an oven into one unit.

Reclaimed water: Water, treated wastewater, or wastewater effluent that has been appropriately treated and which, as a result of the treatment of wastes, is suitable and usable for direct beneficial uses or a controlled use by and for public agricultural, commercial, residential or industrial developments, projects or purposes including, but not limited to, irrigation purposes in green areas of developments or other appropriate areas; water that has received at least secondary treatment and is reused after flowing out of a wastewater treatment plant.

Reclaimed water distribution system:

(1) Reclaimed water mains.

(2) Sub mains.

(3) Transmission lines.

(4) Storage and pumping facilities.

(5) Valves.

(6) House services.

(7) Meters.

(8) Other appurtenances.

Reclaimed water system: As used interchangeably, means any and all reclaimed water production, transmission, treatment, and distribution facilities currently owned, operated, managed, controlled, or otherwise used or hereafter owned or operated by the City. Such system includes any and all improvements, extensions, or additions thereto hereafter constructed or acquired either from the proceeds of bonds or from any other sources, together with all property, real, personal, or mixed, tangible or intangible, currently or hereafter owned, operated, managed, controlled, or otherwise used in connection therewith.

Recreation, indoor: An indoor public or private establishment designed and equipped for the conduct of sports and leisure time activities except for electronic game promotions. Some examples include bowling alleys, game rooms, theaters, gymnasiums, pool halls, and skating rinks.

Recreation, outdoor: Any site where the principal use is the provision of outdoor amusements, sports, games, athletic facilities, or other outdoor recreational facilities and/or services. This term includes botanical gardens, zoological gardens, skeet and gun clubs, golf driving ranges, miniature golf, go-cart tracks, drive-in theaters, aquatic centers, and water parks, but does not include golf courses or public parks and recreational facilities.

Recreational vehicle: Relating to flood damage protection, this term means a vehicle that is:

(1) Built on a single chassis;

(2) Four hundred square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light duty truck; and

(4) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

Redevelopment: In addition to the definition of "development" provided in F.S. § 380.04 , this term shall mean a substantial or material change in the use or character of an existing development property including, but not limited to, alterations, expansions, or renovations to structures, paved areas, and other property fixtures and features requiring a building permit.

Regulated use (or regulated activity): Any publicly or privately owned operation within a wellhead protection zone that handles, sells or otherwise distributes, produces, uses, stores, or disposes of a regulated substance, unless specifically exempted.

Remedy a violation: See *Violation, remedy of*.

Remove or *removal:* Actual or effective removal through killing, damaging or destroying any trees listed as protected.

Replat: A map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with all applicable sections of F.S. ch. 177 , and this LDC.

Required site development improvements: See *Improvements, required site development*.

Required subdivision improvements: See *Improvements, required subdivision*.

Residential: Used or intended for use as a dwelling unit and includes uses accessory to a dwelling unit.

Restaurant, fast-food/fast-casual: An eating establishment where customers order and receive their food and/or beverages at a counter, select individual items prepared in front of the person, serve themselves buffet style, which include a drive-in window, or service is via drive-up service. Customers may or may not consume the food or beverages on-site.

Restaurant, sit-down: An eating establishment where food and/or beverages are served by waitresses or waiters to patrons seated at booths or tables. A sit-down restaurant may also provide accessory drive-through and walk-up services. If the business also sells alcoholic beverages, the sale of food products must represent at least 51 percent of the facility's total sales, or the business shall be considered a drinking establishment.

Retail fulfillment distribution center: A building where an e-commerce retailer can quickly deliver merchandise to online shoppers for pickup, or where the merchandise is transferred to a retail operator or local delivery service for rapid delivery to shoppers' homes or businesses.

Reuse: The deliberate application of reclaimed water, in compliance with the Florida Department of Environmental Protection and St. Johns River Water Management District rules, for a beneficial purpose.

Revetments: Wall with severe slope away from the base.

Right-of-way: Land in which the City owns the fee or has received a dedication for, or has an easement devoted to, or required for, the use of a public road, the use of stormwater management, or any other public use, including for medians, sidewalks, and driveways.

Riverine: Relating to flood damage protection, this term means relating to, formed by, or resembling a river including, but not limited to, tributaries, stream, brook, etc.

Road: Means and shall include streets, alleys, highways, sidewalks, bike paths, driveways, medians, and any other ways open or unopened to travel by the public, including the road bed, right-of-way and all culverts, drains, ditches, inlets, stormwater facilities, embankments, bridges, retaining walls, guardrails or other appurtenances necessary for the maintenance of travel.

Roof: The outside top covering a building or structure.

Roof, flat: A roof having no slope, or one with only a slight pitch to drain rainwater.

Roof, gable: Roof with gabled ends that slopes in two opposite directions from the ridge.

Roof, gambrel: Roof sloped in two opposite directions from the ridge, with each surface divided into two sections with different pitches. Lower section of the roof slopes steeply to the outside walls.

Roof, hip: A roof with sloping ends and sides. In addition, external angle formed at the intersection of two adjacent sloped roof sections.

Roof, mansard: A mansard roof has two slopes on each of the four sides. The lower slope is steeper than the upper slope. Dormers are often set in the lower slope. The upper slope is usually not visible from the ground.

Roof, pitched: A roof having one or more slopes.

Roof, shed: A roof with one slope.

Rooming house: See *Boarding home*.

Runoff (applies only to Chapter 9): The draining away of water (or substances carried in it) from the surface of an area of land, building, or structure.

Runoff (does not apply to Chapter 9): Relating to flood damage protection, that portion of precipitation that is not intercepted by vegetation, absorbed by the land surface, or evaporated, and thus flows overland into a depression, stream, lake, or ocean (runoff, called immediate subsurface runoff, also takes place in the upper layers of the soil).

Sand dunes: Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

School: A facility used for education or instruction in any branch of knowledge, and including the following: elementary, middle, and high schools, whether public or private; colleges, community colleges and universities; vocational and professional schools giving instruction in vocational, professional, technical, industrial, musical, dancing, dramatic, artistic, linguistic, scientific, religious or other special subjects. This term does not include childcare centers if separate from elementary schools.

Scoring: Scratching or roughening the surface of a member or material to create a rough finish or key for subsequent coats. To cut a narrow channel or groove in the surface of a material to allow for deeper cuts without shattering or splintering the face of the material.

Screen planting, medium: A 30-inch-high planting of continuous non-deciduous shrubs, with appropriate spacing, intended to partially block the view of something from adjacent properties or a rights-of-way.

Screen planting, short: A two-foot-high planting of continuous non-deciduous shrubs, with appropriate spacing, intended to partially block the view of something from adjacent properties or a rights-of-way.

Screen planting, tall: A five-foot-high planting of continuous non-deciduous shrubs, with appropriate spacing, intended to primarily block the view of something from adjacent properties or a rights-of-way, with opacity of at least 60 percent at time of planting that achieves 80-percent opacity within two years.

Seat: For purposes of determining the number of off-street parking spaces for certain uses, the number of seats is the number of seating units, installed or indicated, for each 24 lineal inches of benches, pews, or space for loose chairs.

Seawall: A structure built between a water body on one side and land on the other side.

Semipublic use: See *Use, semipublic*.

Septic tank: The sewage disposal system in which effluent is flushed into an underground tank and allowed to slowly absorb into the surrounding soil.

Service use: See *Use, service.*

Setback: The area between a property line and a line parallel thereto at a distance equal to the appropriate setback distance. (See *Yard* and *Lot line*)

Setback line: The minimum distance prescribed by a zoning district between any property line and the foundation of a building or structure, or from the property line to the edge of a deck or concrete pad. A line within a lot parallel to a corresponding lot line, which is the boundary of any specified front, side or rear setback/yard, or the boundary of any public right-of-way whether acquired in fee, easement, or otherwise, or a line otherwise established to govern the location of buildings, structures, or uses. (See *Yard* and *Lot line*)

Setback, 25-foot floodway: The area between the outer boundary of the regulatory floodway associated with natural named wetland systems including, but not limited to Big Mulberry Branch and Bulow Creek shown on the FIRM and a line parallel thereto at a distance of 25 feet. The purpose of the 25-foot floodway setback is to minimize encroachments to protect floodplain storage and natural floodplain functions.

Sewers, public or community: An approved sewage disposal system that provides a collection network and disposal system, and central sewage treatment facility for a single development, community, or region.

Sexually oriented business: A commercial bodily contact establishment, escort service, or sexual encounter business. A business shall be a sexually oriented business, whether services are provided on the premises of an establishment or on an out call basis at any other place and regardless of whether such business is licensed under this LDC. A business with a sexually oriented business license shall be presumed to be a sexually oriented business. An individual operating a sexually oriented business is subject to the provisions of this LDC notwithstanding the fact that services are being provided at or from a residence, motor vehicle, vessel, or any other location. A license pursuant to this LCD is required unless the individual is a paid employee for whom taxes and social security payments are withdrawn and paid by the licensed establishment, worker records are maintained, and the individual is not an independent contractor.

Shade tree: See *Tree, shade*.

Shared parking: See *Parking, shared*.

Shed roof: See *Roof, shed*.

Shopping center: An integrated group of primarily retail-oriented commercial establishments that is planned, developed, owned and managed as a unit.

Shutters: Wood, metal, or plastic panel on either side of a window. May be hinged, but commonly fixed in position. Originally used as a protective covering for windows when swung closed.

Sight distance: The minimum distance that allows a vehicle traveling at a designed speed to be able to stop before reaching a stationary object in its path. Typically, the design sight distance allows a below-average driver to stop in time to avoid a collision.

Sight triangle: A triangular-shaped area at intersections that provides a clear line of sight for drivers at a vertical level between two feet and seven feet above the average grade at the centerline of the right-of-way. Two sides of the triangle shall be the edges of pavement along each roadway from their intersection with their lengths based on the type of roadways, and the third side being a line connecting the ends of the first two lines.

Sign: Any letters, numbers, symbols, graphics, pictures, or figures, or combination thereof that are erected, constructed, placed, or attached on a structure, ground, or body which identify, advertise, or direct attention to a product, business, institution, place, person, or event, or any other communication and that can be seen from the public right-of-way or public waterway. When not modified by the terms "structure" or "face", the term "sign" shall include all parts of the sign and its supporting structure.

Sign, A-frame: A type of sign composed of two boards set up in a triangle shape hinged along the top.

Sign, abandoned:

(1) Any sign face which advertises a business no longer conducted or product no longer sold. In making the determination that a sign advertises a business no longer being conducted, the Land Use Administrator shall consider the existence or absence of a current occupational license, utility service deposit or account, use of the premises, and relocation of the business.

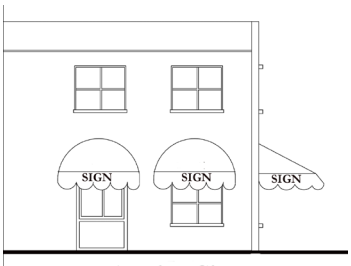
(2) Any sign structure that not used for business purposes for over six months and that is nonconforming according to existing codes regarding height, setback, or sign area.

Signage program: A graphic representation showing a comprehensive detailed presentation of all signage proposed for a particular development to include style, color, location, size, and material.

Sign, animated: Any sign of which all or any part thereof revolves or moves in any fashion whatsoever; and any sign which contains or uses for illumination any light, lights or lighting device or devices which change color, flash or alternate, show movement or motion, or change the appearance of said sign or any part thereof automatically. Animated signs also include electronic, LCD and LED signs if they are using movement and change of light to depict action or to create special effects or scenes. Also, known as Automatic Electric Changing Signs (ACS). Does not include manually changeable copy sign.

Sign area: The area of a sign face (which is also the sign area of a wall or other sign with only one face) shall be computed by means of the smallest square, circular, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display. This includes any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed. The sign area does not include any supporting framework, bracing, or decorative fence or wall when such fence or wall otherwise meets the LDC and is clearly incidental to the display itself.

Sign area, aggregate: The architectural area around the copy of the sign. The maximum aggregated sign area is determined by calculating sign area times two and is exclusive of the sign area.



Awning Sign

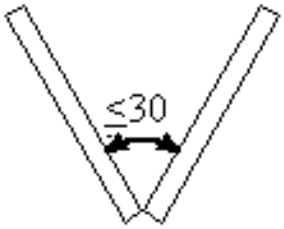
Sign, awning: Any sign consisting of information painted on, sewn on, imprinted on, or attached to the surface of an awning or canopy.

Sign, commercial: A sign intended to promote the commercial or economic interests of the owner or the products/services offered on the site.

Sign, digital: Any sign which has the capability of changing message content through the use of an electronically controlled device.

Sign, directional: Any sign intended to provide direction to the public, including signs that direct traffic onto or within a site, identify restrooms, parking areas or spaces, freight entrances, or other facilities for the convenience of the public.

Sign, directory: A sign that provides a listing of the occupants of a multitenant center and their suite/building numbers. Directory signs are not intended to be visible from the public right-of-way, but to give direction to customers already within the site.



Sign, electronic display type: A sign for presentation of information for visual reception, acquired, stored, or transmitted in various forms, where the input information is supplied as an electric signal, and uses a light source, LED (light emitting diodes), bare electric bulbs, luminous tubes, fiber optic, or other combination of light source to create the message. In addition, signs that appear protected, or are intermittently or intensely illuminated, or of a traveling, scrolling, or sequential light type, or contain, or are illuminated, or flashing light.

Sign, free expression: A sign, not in excess of four square feet in size (area) where the top of the sign is not more than three feet off the ground, if freestanding, and communicating information or views of concern to the owner of the sign, or containing any other noncommercial message that is otherwise lawful.



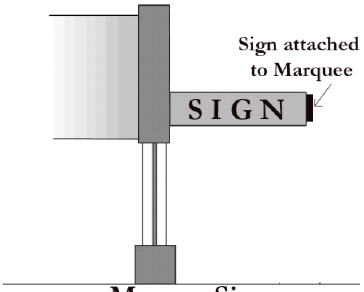
Freestanding Sign

Sign, freestanding: A monument sign supported by a sign structure in the ground and that is wholly independent of any building, fence, vehicle, or object other than the sign structure for support. The width of the base must be less than the width of the display area but must be a minimum of 40% of the width of the sign face.

Sign height: The vertical distance as measured from the finished grade to the highest point of the sign structure. Finished grade is the newly established grade at the base of the sign after construction of the sign, exclusive of any filling, berming, madding, or excavating solely for the purpose of locating the sign.

Sign, identification: A sign that indicates the name and type of business or service, residents, or the name of the development located on the site where the sign is located including street address, phone number, and graphic of business logo.

Sign, illuminated: A sign that uses artificial light, either internal or external to the sign faces, to draw attention to the sign or otherwise increase its visibility.



Marqee Sign

Sign, machinery and equipment: Graphics and trademarks on vending machines, gas pumps, and machinery customarily used outside of buildings. Also, includes signs on public works and/or construction equipment (bulldozers and such) that have the brand/make of the machinery or equipment.

Sign, marquee: A sign attached to or hung from a marquee that is a permanent projecting structure protruding from the entrance of a building wall to provide shelter and display advertising.

Sign, manually changeable copy sign: The message on the sign is changed manually (without the use of an electric signal) using individual letters, numbers, phrases, or symbols. Examples include reader boards with manually changeable letters or changeable pictorial panels.

Sign, monument: A durable ground level, self-supporting sign with a solid foundation or base that is at least as wide as the sign's display area.

Sign, non-commercial: Signs which display opinions, points of view, or contain political, civic, public service, religious, or ideological messages.

Sign, off-site advertising: A sign identifying, advertising or directing the public to a business, merchandise, service, institution, residential area, entertainment or activity which is located, sold, rented, based, produced, manufactured, or taking place at a location other than on the site on which the sign is located.

Sign, parasite: Any sign not exempted by this Code, for which no permit has been issued, and which is attached to another sign.

Sign, pole: A freestanding sign supported by a pole, a column, or other fabricated support member without any type of secondary support. Pole/pylon signs typically provide clear view between the sign and the ground.

Sign, political: Any sign used solely to present information suggesting a candidate's suitability for elected public office or presenting an issue to be voted upon in the upcoming legally recognized election at the Federal, State, County, or City level or for special districts.

Sign, portable: A sign that has no permanent attachment to a building or to the ground by means of a footing including, but not limited to, an A-frame or sandwich board sign; a sign with wheels designed to be pulled or towed on a trailer or similar device, pull attachments, hot air or gas filled balloons; umbrellas used for advertising; signs mounted for advertising purposes on a vehicle that is parked and visible from the public right-of-way, sidewalk, or curb.

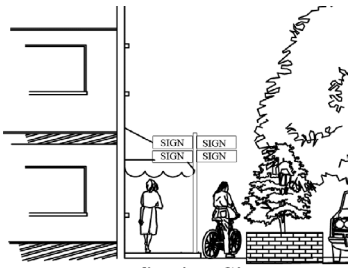
Sign, projecting: A sign that is wholly or partly dependent upon a building for support and that projects horizontally more than 12 inches from such building.

Sign, roof: A sign painted on or affixed to the roof of a building and primarily supported by that roof structure, except fascia signs.

Sign, snipe: Any sign or any material when such sign is attached in any way to trees, utility poles, motor vehicles, trailers, waterborne craft, or other objects.

Sign, temporary: A sign erected for two weeks or less to advertise or identify transitory events unless specifically permitted for a longer period by this LDC.

Sign, wall: A sign attached to a wall of a building or structure so that the wall forms the supporting structure or becomes the background of the sign. For the purpose of Chapter 12, wall signs include awning and projecting signs.



Wayfinding Sign

Sign, wayfinding: A directional sign placed in the public-right-of-way to advertise the location of one or more business or facilities in the immediate area.

Sign, window: A sign posted, painted, placed, or affixed in or on the interior or exterior of a window/glass door, or placed within three feet of a window/glass door pane, or displayed to be visible from the exterior of the building.

Silt fence: A temporary sediment barrier consisting of a filter fabric stretched across, and attached to, supporting posts and entrenched.

Site: The entire lot on which a use is or will be located and that is otherwise subject to the provisions of the LDC.

Site, building: Any lot or parcel, or group of lots or parcels, occupied or intended for development as a unit, whether or not as part of a larger development site. Building site area does not include surface waterbodies, floodways, or wetlands.

Site characteristics: The physical features of a site such as shape, area, topography, soil conditions, and access.

Site plan: A plan, to scale, showing uses and structures proposed for a parcel of land as required by the regulations involved. Includes lot lines, streets, building sites, reserved open space, buildings, landscape features—both natural and manmade—and the locations of proposed utility lines.

Site plan completion surety: See *Surety, site plan completion*.

Small box discount store: A retail store that is 16,000 square feet or less in size, which offers for sale a variety of convenience shopping goods and continuously offers the majority of the items in their inventory for sale at a price lower than traditional retail stores. Small box discount store does not include a pharmacy; and does not sell gasoline or diesel fuel, or specialty items and food items as a primary product (i.e., greeting cards, consignment, meats, seafood, cheese, or oils and vinegars).

Small quantity generator: A small quantity generator, as defined by the Resource Conservation and Recovery Act of 1976, 40 Code of Federal Regulations 260, is one that generates less than 1,000 kilograms (2,200 pounds or 250 gallons) of hazardous waste in a calendar month.

Smart irrigation controller: A weather-based irrigation device that utilizes prevailing weather conditions, current, and historic evapotranspiration, soil moisture levels and other relevant factors to adapt water applications to meet the estimated needs of plants and lawns. The controller shall estimate or measure depletion of available plant moisture to operate an irrigation system that replenishes water as needed while minimizing excess.

Special exception: A land use that is not similar in nature to the uses permitted in the district for which application is made (or in any district), but which is desired in the community, with appropriate controls, where a suitable location is available.

Special flood hazard areas: An area in the floodplain subject to a one-percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V.

Special use: Includes utilities, transportation terminals, and facilities.

Spill: See *discharge.*

Spite strip: A private easement that limits or precludes legal access for any lot, tract, or parcel onto a street or adjacent property or between subdivision boundaries.

Stall: The area, usually marked with distinguishing lines, in which one vehicle is to be parked; a parking space.

Standing seam, metal: A standing seam roof is constructed of many interlocking panels that run vertically from the roof's ridge (the top of the roof) to the eave. The interlocking seam where two panels join together is raised above the roof's flat surface, allowing water to run off without seeping between panels.

Stoop: A raised platform approached by steps at the entrance of a house.

Stormwater: Water collected or collecting as a result of natural precipitation.

Stormwater management system: A system which is designed and constructed or implemented to control discharges that are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system.

Story: That portion of a building included between the upper surface of a floor and upper surface of the floor or roof next above.

Stream: Any river, creek, slough, or natural watercourse in which water usually flows in a defined bed or channel. It is not essential that the flowing be uniform or uninterrupted. The fact that some part of the bed or channel shall have been dredged or improved does not prevent the watercourse from being a stream. Also, a body of water flowing in a natural surface channel. Flow may be continuous or only during wet periods. Streams that flow only during wet periods are termed "intermittent streams."

Street tree: See *Tree, street*.

Stringcourse: A horizontal band or molding set in the face of a building as a design element.

Striping: Painted lines delineating stalls and circulation patterns.

Structure: Anything constructed, installed or portable, the use of which requires a location on a parcel of land, such as buildings, manufactured homes, mobile homes, fences, billboards, swimming pools, poles, pipelines, transmission lines, advertising signs, a gas or liquid storage tank, seawall, bulkhead, revetment, or other man-made facilities or infrastructure. For the purposes of Subsection 4.01.05—Residential Docking Facilities along Saltwater and Freshwater Canals (and Intracoastal Waterway, as applicable) and Section 4.16—Marinas, this term means anything constructed or otherwise located or operated on or over water, extended over water, or affixed to something that is or will be located on the ground and covered by water, or is located on land and is an essential part of the operation or an integral system of the marina such as, by way of example only, fuel and electrical systems.

Structure, existing and building, existing: Relating to flood damage protection, this term means any structure or building for which the "start of construction" commenced before February 5, 1986 or standard based upon specific technical base flood elevation data that establishes the area of special flood hazard.

Structure, principal: The main building in which is conducted the principal use of the property on which such building is located.

Substantial damage: Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial improvement: Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a ten-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building is permitted subsequent to August 19, 2008. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Summer kitchen: See *Kitchen, summer.*

Supply well, public: A well that is constructed for purposes of extracting groundwater to the surface, by mumping or natural flow, and the groundwater from such excavation is to be used for human consumption assuming it has at least 15 service connections or regularly serves at least 25 individuals daily at least 60 days out of the calendar year.

Surety: A pledge or formal promise made in the form of a cash deposit, bond, or letter of credit to secure against loss, damage, or default; a guarantee.

Surety, maintenance: Surety that guarantees that the installed improvements will remain in operable condition and not have any defects in material or workmanship for a period of 12 months after satisfactory completion of installation.

Surety, performance: Surety that guarantees that the cost of the infrastructure improvements necessary to support the subdivision to be platted is funded to complete the improvements if the property owner cannot complete them.

Surety, site plan completion: Surety that guarantees that perimeter landscape buffers will be constructed and property fenced if construction does not proceed to completion.

Surface water (applies only to Chapter 9): Water upon the surface of the earth, whether contained in bounds created naturally or artificially or diffused. Water from natural springs shall be classified as surface water when it exits from the spring onto the earth's surface [F.S. § 373.019 (21).]

Surface water management system: A dam, impoundment, reservoir, appurtenant work or works, or any combination thereof. The terms "surface water management system" or "system" include areas of dredging or filling as those terms are defined in F.S. §§ 373.403 (13) and 373.403 (14).

Surface water management system: A stormwater management system, dam, impoundment, reservoir, appurtenant work or works, or any combination thereof. The terms "surface water management system" or "system" include areas of dredging or filling as those terms are defined in F.S. §§ 373.403 (13) and 373.403 (14), (Subsection 40C-4.021(26), FAC).

Swale: Depression or channel in the ground, often designed for channeling surface water.

Temporary irrigation system: An interim system, including surface distribution elements (hose, pipe, etc.), that shall be removed once the landscaping is established or once it is no longer needed.

Temporary uses or structures: Any use or structure placed on a parcel of land for a period of short duration.

Threatened species: Those animal species listed in Section 39-27.004, FAC and those plant species which are listed as threatened in 50 Code of Federal Regulations 17.12.

Townhouse: Three or more attached single-family dwelling unit constructed in a series or group of attached units with property lines separating such units.

Traffic circulation: A traffic flow pattern, such as a two-way or a one-way, for an on-street system or off-street parking facility.

Traffic control devices: Signs, pavement markings, and signal lights designed and installed to aid in safe and effective flow of motor vehicles across roads and parking lots.

Traffic flow: The pattern of traffic movement through an area or through a parking facility.

Transom: A horizontal crosspiece over a door, or between a door and a window above it, or a small hinged window above a door or another window.

Transportation center: A designated area for public transportation such as buses, taxicab stand, etc.

Travel trailer: A recreational vehicle used for temporary housing by individuals and families during travel. This category, in this LDC, is assumed to include also campers, camping trailers, motor homes and smaller mobile homes (up to a length of 35 feet, exclusive of hitch, and eight feet in width), capable of being towed by a passenger motor car and complies with F.S. § 320.01 (1)1.

Travel trailer park: A development for the accommodation of tourists or vacationers of short-term basis, providing rental spaces for each individual trailer, camper, motor home, etc., and recreation and service facilities for the use of the tenants. This designation does not permit or allow permanent residents.

Tree: Any living, self-supporting woody perennial plant which at maturity attains a trunk diameter of at least four inches or more when measured at four and one-half feet above ground level and which normally attains an overall height of at least 15 feet, usually with one main stem or trunk and many branches.

Tree protection zone (TPZ): The circular area usually under the canopy of a tree to be protected where access, construction activities, driving, parking, storage, grubbing, fill dirt, trenching, and digging is restricted by a sturdy but temporary fence. The radius of the TPZ is equal to one foot of TPZ radius for each inch of diameter of the tree to be protected.

Tree, shade: Any tree attaining a mature height of over 35 feet and a spread of 35 feet. Other trees may be acceptable upon approval of the Land Use Administrator including, but not limited to, the species listed per City standards.

Tree, street: Any tree growing in the public rights-of-way or on private property that is within five feet of the rights-of-way line. The tree must be a shade tree if no overhead utility conflicts exist.

Tree, understory: Any tree that has a mature height of less than 35 feet or is a slower growing species, as determined by the Land Use Administrator, including, but not limited to, certain species per City standards.

Trim: To reduce, shorten, or diminish gradually a plant or parts of a plant without altering the natural shape using proper horticultural and arboricultural techniques.

Trim color: Refers to a complementary color used for the trim of architectural components such as window trim, windowsills, doorframes, cornice, and banding.

Turbidity barrier: A floating geotextile material that minimizes sediment transport from a disturbed area adjacent to or within a body of water.

Turning radius: The pavement or ramp width necessary to permit a vehicle to complete a turning maneuver.

Two-way: A roadway or aisle on which traffic moves in the opposite, yet parallel, direction.

Underground utility facilities: Communications and power lines installed below the ground surface within road rights-of-ways or easements.

Understory tree: See *Tree, understory.*

Use: The specific purpose(s) for which land or a building is designated, arranged, intended, or for which it is or may be occupied or maintained.

Use, change in: Substitution of one thing for another specifically regarding use of land or use of a building.

Use, conforming: Any use of a structure or land that is a permitted or approved provisional or special use in the district in which the structure or land is situated and which conforms to the regulations of that district and all other regulations as adopted by the City.

Use, discontinued: A use that is interrupted or in which there is a break in continuity regardless of the intent of the owner or operator.

Use, legal nonconforming: A use that lawfully occupied a building or lands at the time this LDC was adopted and that does not conform to the use regulations of the district in which it is located.

Use, nonconforming: The use of a building, structure, or parcel of land not in compliance with the regulations as adopted by the City.

Use, principal: The main or primary purpose for which a structure or lot is designated, arranged, or intended, or for which it may be used, occupied, or maintained under this LDC.

Use, public: The use of land, water, or building by a municipality, public body or board, commission, or authority, or federal, state, or county government, or any agency thereof for a public service purpose.

Use, semipublic: Includes churches, museums, and organizations operating as a nonprofit activity serving a public purpose or service and includes such organizations as noncommercial clubs and lodges, theater groups, recreational, conservation, and neighborhood associations, and cultural activities.

Use, service: An establishment where the principal use is the provision of services for individuals, business, and government establishments, and other organizations; as opposed to the selling of goods or merchandise. This term includes automotive services, business services, major vehicle service, and personal services, but does not include retailing uses, restaurants, residential social service facilities, or any industrial uses.

(1) *Service, automotive:* Where the provision of services is focused on the repair and maintenance of motor vehicles. Examples of automotive services include detailing, mechanical or interior repair, tune-ups, tire sales and service, and stand-alone car washes, and similar uses.

(2) *Service, business:* Where the provision of services is focused on support to professional office establishments. Some examples include copy centers, secretarial service, computer rental-repair service, internet service, and similar uses.

(3) *Service, major:* Vehicle or machinery service activities that do not meet the definition of automotive service shall be classified as major service. Examples include bus, truck or train terminal/maintenance facilities, commercial or industrial machinery repair shops, and body and paint shops.

(4) *Service, personal:* A service use primarily engaged in providing services involving the care of a person, his or her apparel, pets, or small appliances. Some examples include barbershops, beauty shops, dance studios, funeral homes, pet grooming, laundromats, dry cleaners (drop-off and pick up only), health and fitness clubs, caterers, window tinting, video tape/disc rentals, consumer goods rental and service centers, and similar uses.

Use, temporary: A use established for a fixed period of time with the intent that such use will terminate automatically upon expiration of the fixed time period.

Utility agreement: A written agreement between the City and a property owner that establishes the terms and conditions pursuant to which the City will provide water and/or wastewater service.

Utility facilities or *utility installations:* By way of illustration and not limitation, all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and any and all appurtenances thereto together with all real property, easements and rights-of-way necessary to provide water and wastewater service to property whether located on-site or off-site.

Variance: A modification of the strict terms of the regulations where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the regulation would result in unnecessary and undue hardship. As used in this regulation, a variance may be authorized only for area and size of structure, size of yards, open spaces, and flood damage protection regulations. The establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the district or uses in an adjoining district.

Variance, floodplain: Relating to flood damage protection, this term means a grant of relief from the requirements of Section 10.02 or the flood resistant construction requirements of the Florida Building Code that permits construction in a manner otherwise prohibited by Section 10.02 or the flood resistant construction requirements of the Florida Building Code.

Vegetation: Plant material, including trees, shrubs, groundcover, and vines, that are either existing or planted on a site.

Vehicle: Any device or conveyance for transporting persons or property over the public streets, including, but not limited to, any automobile, motorcycle, motor truck, trailer, van, semi-trailer, tractor-trailer combination, commercial vehicle or trailer, recreational vehicle or trailer, golf cart, and boat or boat trailer but it shall not include tractors, construction equipment or machinery, or any other device used to perform a job except as stated above.

Vehicle fueling position: A location next to a pump island at a service station or convenience store where a single vehicle obtains fuel simultaneously while other vehicles are being fueled. Typically, one fuel dispenser will provide two vehicle fueling positions located on opposite sides of the pump island.

Vehicle repair: The repair, rebuilding or reconditioning of motor vehicles or parts thereof, including collision service, painting, and steam cleaning of vehicles.

Vehicle sales: The sale of new and used motor vehicles.

Vehicular use area (VUA): Any area used by vehicles for driving or parking except public thoroughfares, including but not limited to areas for parking, display, storage or traverse of any and all types of motor vehicles, bicycles, watercraft, trailers, airplanes or construction equipment.

Veranda: A large, open porch, usually roofed and partly enclosed, as by a railing, and often extending across the front and sides of a house.

Vested development: A project that has received an entitlement to develop due to a City issued development order or permit for the project, such as a site plan approval or building permit or which meets the legal requirements for vesting. Such a project, having satisfied the City's concurrency requirements, shall be permitted to develop as per the terms of the development order or permit application. Should the development program of a "vested development" project be substantially modified in terms of density, intensity or facility impact from that development program described in the original permit application or development order, the project will lose its vested rights and be obliged to undergo a concurrency review per Chapter 7.

A project may also be a vested development if the City issued a development order or permit such as site plan approval or a building permit for the project prior to November 16, 2008. Such a project is not required to meet the concurrency requirements of Chapter 7, unless the project is significantly changed in terms of its density, intensity, or facility impact subsequent to such effective date, as determined by the City, in which case it will lose its vested development status and be obliged to undergo a review as per Chapter 7.

Vested rights: The right to undertake and complete the development and use of property under the terms and conditions of an approved site-specific development plan or an approved phased development plan for a specified time, regardless of changes in this Code.

Wall offset: A ledge or recess in a wall formed by a reduction in wall thickness above.

Wall (when referred to as a fence): An artificially constructed vertical barrier that is typically solid and constructed of stone, brick or masonry erected to enclose, restrict access to, screen, or separate areas.

Wastewater: A combination of any type of the water-carried wastes from residences, business buildings, institutions, industrial establishments, any and all other customers facilities, together with such ground, surface and stormwater as may be present, but does not mean or include hazardous or toxic wastes.

Wastewater system: As used interchangeably, means any and all wastewater or wastewater collection, transmission, treatment and disposal facilities currently owned, managed, controlled, or otherwise used or hereafter owned, operated, managed, controlled, or otherwise used by the City. Such system includes any and all improvements, extensions or additions thereto hereto constructed or acquired either form the proceeds of bonds or from any other sources, together with all property, real, personal or mixed, tangible or intangible, currently or hereafter owned, operated, managed, controlled, or otherwise used by the City in connection therewith.

Waterbodies: Fresh and saltwater canals, ditches, lakes, marshes, rivers, swamps, and swales in the City.

Watercourse: A natural or artificial channel in which a flow of water occurs either continually or intermittently.

Watercraft: Any craft, vessel, or boat used or capable of being used as means of transportation on or under the water including watercraft such as houseboats and other watercraft not used primarily for transportation.

Water or *waters in the state:* Any and all water on or beneath the surface of the ground or in the atmosphere, including natural or artificial watercourses, lakes, ponds, or diffused surface water and water percolating, standing, or flowing beneath the surface of the ground, as well as all coastal waters within the jurisdiction of the state. [F.S. § 373.019 (22).]

Water distribution system:

(1) Water mains.

(2) Sub mains.

(3) Transmission.

(4) Storage and pumping facilities.

(5) Valves.

(6) House services.

(7) Meters.

(8) Other appurtenances.

Water system: As used interchangeably, means any and all water production, transmission, treatment, and distribution facilities currently owned, operated, managed, controlled, or otherwise used or hereafter owned by and/or operated by the City. Such system includes any and all improvements, extensions, or additions thereto hereafter constructed or acquired either from the proceeds of bonds or from any other sources, together with all property, real, personal, or mixed, tangible or intangible, currently or hereafter owned, operated, managed, controlled, or otherwise used in connection therewith.

Water surface elevation: The height, in relation to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) of 1988, or other datum specified on the Flood Insurance Rate Map (FIRM), of floods of various magnitudes and frequencies in the floodplains of coastal and riverine areas.

Water use zone: A grouping of spray, sprinklers, or micro irrigation emitters so that they can be operated simultaneously by the control of one valve according to the water requirements of the plants used and soil conditions.

Well: Any excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed for conveying groundwater levels or other characteristics, providing cathodic protection or providing a method of injecting water into the aquifer system from above the earth's surface.

Wellfield: A tract of land that contains a number of existing or proposed wells for the purpose of supplying public potable water.

Wellhead: The specific location of a well.

Wellhead protection zone: An area surrounding a public supply well or group of wells that has or have been established where special protective measures or land use activities are restricted for purposes of protecting the quality of water contributing to public supply well(s). The following wellhead protection zones have been established:

(1) *Primary wellhead protection zone:* The innermost protective zone around a wellhead as defined by a 500-foot radius from a wellhead.

(2) *Secondary wellhead protection zone:* A delineated area around favorable potable water production areas for the Floridan and intermediate aquifer as determined by the Land Use Administrator.

Wetland: Those areas inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological or reproductive adaptations, have the ability to grow, reproduce or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. Florida wetlands generally do not include longleaf or

slash pine flatwoods with an understory dominated by saw palmetto. The landward extent of wetlands is delineated pursuant to Sections 62-340.100 through 62.340.550, FAC as ratified by F.S. § 373.4211 (Subsection 40C-4.021(30), FAC).

Wetland buffer: See *Buffer, wetland*.

Wetland quality assessment method: According to the Uniform Mitigation Assessment Method (UMAM), a score is determined by calculating the average of the three quality assessment criteria: Location and Landscape Support, Water Quality, and Community Structure (Chapter 62-345, FAC). The score will range from zero to one.

Wetland systems, named: The following wetland and surface water systems shall be designated named wetland systems:

(1) Graham Swamp.

(2) Long Creek.

(3) Pellicer Creek.

(4) Hulett Branch.

(5) Hulett Swamp.

(6) Pringle Branch.

(7) Pringle Swamp.

(8) Styles Creek.

(9) Hominy Branch.

(10) Big Mulberry Branch.

(11) Gore Lake.

(12) Black Branch.

(13) Black Branch Swamp.

Wheel stop: A bumper or block placed at the head of a parking stall to restrain the vehicle from moving or overhanging any pedestrian access way.

Wing: A part of a building projecting from and subordinate to a central or main part.

Wireless communication facilities: Any staffed or unstaffed location for the transmission and/or reception of radio frequency signals, or other personal wireless communications, as defined in the Telecommunications Act of 1996, and usually consisting of an antenna or antenna array, transmission cables, feed lines, equipment cabinets, towers, cabling, antenna brackets, and other such equipment. The following shall be deemed a wireless communication facility: new, replacement, or existing towers, government-owned towers, modified towers, collocation on existing towers or base stations, attached concealed and non-concealed antenna, dual purpose facilities, DAS, small cell, concealed towers, and non-concealed towers, so long as those facilities are used in the provision of personal wireless services as that term is defined in the Telecommunications Act.

Xeric: Native plants as well as other trees, shrubs, ground covers, and vines proven to survive only on natural rainfall after a sufficient plant establishment period.

Yard: The open space existing on the same lot with a principal building, unoccupied and unobstructed by buildings from the ground to the sky, between the lot lines and building line.

Zero lot line: An arrangement of development on adjoining lots in which the required side yard offsets is reduced on one side and increased on the other so that the sum of the offsets on any lot is no less than the sum of the required offsets. No building or structure shall be closer to a lot line than five feet, unless it abuts the lot line and provided with an access easement of five feet on the adjoining lot or abuts a building

or structure on the adjoining lot. The offset adjacent to property not included in the zero lot line development or a street shall not be less than that required in the zoning district. All required building codes shall be adhered to (i.e. firewalls, etc.).

Abbreviations

/ = per	ad = advertisement	max. = maximum	min. = minimum
% = percent	ac. = acre; acres	' = foot; feet	ft. = foot; feet
" = inch; inches	ht. = height	sf = square foot; square feet	sq. ft. = square foot; square feet
n/a = not applicable	gal. = gallon(s)	pop. = population	*FS = Florida Statutes*
FAC = Florida Administrative Code		CMS = Concurrency Management System	

(Ord. No. 2009-26, § 97, 12-15-09; Ord. No. 2012-3, § 6, 5-1-12; Ord. No. 2013-9, § 3, 11-19-13; Ord. No. 2015-08, § 4, 7-21-15; Ord. No. 2016-4, § 1, 3-15-16; Ord. No. 2016-6, § 2, 11-1-16; Ord. No. 2017-19, § 2, 10-17-17; Ord. No. 2018-02, § 6(Att. B), 2-6-18; Ord. No. 2018-13, § 3, 4-17-18; Ord. No. 2018-21, § 4, 10-2-18; Ord. No. 2018-24, § 3, 11-6-18; Ord. No. 2020-09, § 3, 8-18-20; Ord. No. 2021-22, § 3, 10-5-21)

THE CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

Meeting Date: September 15, 2026
Ordinance Number: 2026-XX
Posted To Webpage: September 28, 2026

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

> **AN ORDINANCE AMENDING THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE CHAPTERS 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, AND 14; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

The sections below are not required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;
__ 2. Ordinances relating to the issuance or refinancing of debt;
__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
__ 5. Emergency ordinances;
__ 6. Ordinances relating to procurement; or
__ 7. Ordinances enacted to implement the following:

a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;

b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the city;

__ c. Sections 190.005 and 190.046;
__ d. Section 553.73, relating to the Florida Building Code; or
__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

This ordinance is implemented to update the Land Development Code based on the update of the Comprehensive Plan. The public purpose of the update is to implement the Goals, Objectives, and Policies adopted by the City through its most recent Comprehensive Plan update.

The update of the Comprehensive Plan was based on a robust public involvement that included numerous outreach strategies, such as pop-up events or public workshops, to provide residents with an opportunity to participate in creating a vision for the future of the City.

Additionally, the outreach strategy offered an opportunity to participate through the availability of a platform (Social Pinpoint) that provided constant updates on proposed goals, objectives, and policies to potentially incorporate into the updated Comprehensive Plan.

ECONOMIC IMPACT ON BUSINESS

a. Estimated number of businesses impacted: There are approximately 4,500 businesses operating within the City limits. These businesses may be impacted by one or more of the amendments proposed in the Ordinance.

b. Types of businesses affected: See above.

Estimated direct economic impact: There should be no direct economic impact on existing businesses since the amendments do not directly impose any financial costs (fees, or taxes) on any business or person.

Negative impact: There are no perceived negative impacts as a result of adopting the Ordinance.

Compliance Costs: There are no compliance costs since the amendments do not mandate any compliance requirement on existing operations.

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** I.6

Department CITY ATTORNEY **Division**	**Amount** **Org/Account #**

Subject: ORDINANCE 2026-XX PROHIBITING THE TRANSFER OF THE CITY OF PALM COAST FIRE RESCUE DEPARTMENT

Presenter: **Marcus Duffy, City Attorney**

Attachments:

1. Ordinance
2. Business Impact Estimate

Background:

UPDATED BACKGROUND FROM THE OCTOBER 6, 2026, BUSINESS MEETING:
This item was tabled from the October 6, 2026, Business Meeting to the October 20, 2026, Business Meeting. No changes have been made to the item.

UPDATED BACKGROUND FROM THE SEPTEMBER 15, 2026, BUSINESS MEETING:
City Council reviewed the item at their September 15, 2026, Business Meeting. There were no changes made to the item.

UPDATED BACKGROUND FROM THE SEPTEMBER 8, 2026, WORKSHOP MEETING:
City Council reviewed the item at their September 8, 2026, Workshop Meeting. There were no changes made to the item.

ORIGINAL BACKGROUND FROM THE SEPTEMBER 8, 2026, WORKSHOP MEETING:
City Council directed the City Attorney to draft an ordinance prohibiting the transfer of the City of Palm Coast Fire Rescue Department which is attached to this item for consideration and direction.

Recommended Action:
ADOPT ORDINANCE 2026-XX PROHIBITING THE TRANSFER OF THE CITY OF PALM COAST FIRE RESCUE DEPARTMENT

ORDINANCE 2026-___
PROHIBIT THE TRANSFER OF THE CITY OF PALM COAST FIRE RESCUE DEPARTMENT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PALM COAST, FLORIDA; AMENDING CHAPTER 25 FIRE PREVENTION AND PROTECTION, ARTICLE I IN GENERAL, BY AMENDING SECTION 25-3 (D) FIRE SAFETY AND RESCUE; REQUIRING A SUPERMAJORITY VOTE OF THE CITY COUNCIL AND APPROVAL BY A MAJORITY OF ELECTORS VOTING IN A MUNICIPAL REFERENDUM PRIOR TO THE ABOLISHMENT, SALE, LEASE, CONSOLIDATION, TRANSFER, OR RELINQUISHMENT OF CONTROL OF THE PALM COAST FIRE DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution and Chapter 166, Florida Statutes (the Municipal Home Rule Powers Act), vest comprehensive home rule powers in municipal governments to conduct municipal government, perform municipal functions, and render municipal services; and

WHEREAS, chapter 25 of the *City of Palm Coast Code of Ordinances* establishes provisions governing fire prevention, protection, and fire service administration within the City of Palm Coast ("City"); and

WHEREAS, the City Council of the City of Palm Coast finds that maintaining an operational, locally controlled Fire-Rescue Department is vital to protecting the public health, safety, and welfare of the residents and property owners of the City; and

WHEREAS, the City Council desires to establish a heightened legislative standard and mandate public voter participation before any proposal to dissolve, sell, transfer, or consolidate the Palm Coast Fire Department with another government entity or private service provider may take effect; and

WHEREAS, the City Council finds it in the best interest of the community to require both a supermajority vote of the Council and a citywide referendum before approving the sale, transfer, or long-term lease of any City-owned Fire Rescue Department; and

WHEREAS, the City Council deems it necessary and essential to safeguard municipal

public safety assets and ensure that the Palm Coast Fire Department remains permanently under the jurisdiction and ownership of the City of Palm Coast for the safety and welfare of its residents;

WHEREAS, words with double underlined type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text, and asterisks (* * *) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. AMENDMENT TO ARTICLE 1, SECTION 25-3 (D), FIRE SAFETY AND RESCUE OF *THE CODE OF ORDINANCES*. That Chapter 25, Fire Prevention and Protection, Article I, In General, Section 25-3 (d) & of the Code of Ordinances of the City of Palm Coast are hereby amended to read as follow:

Sec. 25-3. – Fire safety and rescue.

***

(d) *Prohibiting Acts.* It shall be unlawful for the City of Palm Coast, to sell, transfer, or long-term lease, the City of Palm Coast Fire Rescue Department, or any substantial operational component thereof, to any other municipality, county government, special district, state agency, or private corporate entity unless the City Council approves such action by a supermajority vote and the action is approved by a majority of electors voting in a Citywide referendum. The City Council's vote shall occur before the referendum is called.

(e) *Exclusions.* Nothing in this section shall prohibit:

(1) The routine procurement, replacement, surplus disposal, or sale of individual obsolete or decommissioned firefighting vehicles, tools, or equipment in the ordinary course of municipal administration.

(2) Mutual aid agreements, automatic aid agreements, or interlocal agreements entered into with

neighboring municipal, county, or state emergency services for the enhancement of regional public safety and disaster response.

(3) Interlocal agreements for specialized training or shared dispatch services that do not divest the City of Palm Coast of its ultimate ownership, control, and operational authority over its fire department.

* * *

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading this 15th day of September 2026.

ADOPTED on second reading after due public notice and hearing this 20th day of October 2026.

ATTEST:

_____
KALEY COOK, CITY CLERK

CITY OF PALM COAST

_____
MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____
MARCUS DUFFY, CITY ATTORNEY

THE CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

Meeting Date: 10/20/2026
Ordinance Number: 2026-XX
Posted To Webpage:

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PALM COAST, FLORIDA; AMENDING CHAPTER 25 FIRE PREVENTION AND PROTECTION, ARTICLE I IN GENERAL, BY AMENDING SECTION 25-3 (D) FIRE SAFETY AND RESCUE; REQUIRING A SUPERMAJORITY VOTE OF THE CITY COUNCIL AND APPROVAL BY A MAJORITY OF ELECTORS VOTING IN A MUNICIPAL REFERENDUM PRIOR TO THE ABOLISHMENT, SALE, LEASE, CONSOLIDATION, TRANSFER, OR RELINQUISHMENT OF CONTROL OF THE PALM COAST FIRE DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

The sections below are not required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

__ a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;

__ b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the county;

__ c. Sections 190.005 and 190.046;

__ d. Section 553.73, relating to the Florida Building Code; or

__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Palm Coast.) N/A

Part II. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Palm Coast:

(fill out subsections a-c as applicable, if not applicable write "not applicable")

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted: N/A

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible: N/A

(c) An estimate of the City of Palm Coast's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(d) Does this proposed ordinance have a direct impact on affordable housing? If so, explain.

Part III. Good faith estimates of the number of businesses likely to be impacted by the ordinance. N/A

Part IV. Additional Information (if any): N/A

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** I.7

Department CITY ATTORNEY **Division**	**Amount** **Org/Account #**
Subject: ORDINANCE 2026-XX PROHIBITING DIRECT POTABLE REUSE	
Presenter: **Marcus Duffy, City Attorney**	

Attachments:

1. Ordinance
2. Business Impact Estimate

Background:

UPDATED BACKGROUND FROM THE OCTOBER 6, 2026, BUSINESS MEETING:
This item was tabled from the October 6, 2026, Business Meeting to the October 20, 2026, Business Meeting. No changes have been made to the item.

UPDATED BACKGROUND FROM THE SEPTEMBER 15, 2026, BUSINESS MEETING:
City Council reviewed the item at their September 15, 2026, Business Meeting. There were no changes made to the item.

UPDATED BACKGROUND FROM THE SEPTEMBER 8, 2026, WORKSHOP MEETING:
City Council reviewed the item at their September 8, 2026, Workshop Meeting. There were no changes made to the item.

ORIGINAL BACKGROUND FROM THE SEPTEMBER 8, 2026, WORKSHOP MEETING:
City Council directed the City Attorney to draft an ordinance prohibiting direct potable reuse which is attached to this item for consideration and direction.

Recommended Action:
ADOPT ORDINANCE 2026-XX PROHIBITING DIRECT POTABLE REUSE

ORDINANCE 2026-__
PROHIBITING DIRECT POTABLE REUSE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING CHAPTER 49, "UTILITIES," ARTICLE II, "REGULATION OF WATER AND SEWER UTILITIES," OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST, FLORIDA; AMENDING SECTION 49-32 (DEFINITIONS) TO ADD DEFINITION FOR DIRECT POTABLE REUSE, AMENDING SECTION 49-35 PROHIBITED ACTS TO EXPLICITLY PROHIBIT THE INTRODUCTION OF DIRECT POTABLE REUSE INTO THE PUBLIC POTABLE WATER SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast ("City") owns and operates essential public utility systems that are vital to the health, safety, and welfare of its residents; and

WHEREAS, the City water utility system is dedicated to providing high-quality and reliable drinking water to its residents and utility customers; and

WHEREAS, the public trust of the citizens of Palm Coast depend upon maintaining strict quality standards, source reliability, and consumer confidence in the municipal potable water supply; and

WHEREAS, to meet water demands, the City Utility will plan to continue the utilization of reclaimed water exclusively for non-potable applications including landscape irrigation, zero liquid discharge, and in the near future brackish groundwater as alternative water supply sources; and

WHEREAS, the City Council desires to maintain focus on these current and planned water supply sources, calls for prohibiting Direct Potable Reuse within the City of Palm Coast Utility system; and

WHEREAS, words with <u>double underlined</u> type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text, and asterisks (* * *) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. AMENDMENT TO CHAPTER 49, UTILITIES, ARTICLE II REGULATION OF WATER AND SEWER UTILITIES, SECTIONS 49-32 & 49-35 OF *THE CODE OF ORDINANCES*. That Chapter 49 Utilities, Article II Regulation of Water and Sewer Utilities, Section 49-32 & Section 49-35 of the *Code of Ordinances of the City of Palm Coast* are hereby amended to read as follow:

Sec. 49-32. – Definitions.

***

Direct Potable Reuse (DPR) shall mean the delivery of advanced treated water from an advanced treatment water facility to a drinking water treatment facility or directly into a potable water supply distribution system without an environmental buffer.

***

Sec. 49-35 – Prohibited Acts.

(b) Prohibition of Direct Potable Reuse. The City Utility is strictly prohibited from constructing, operating, or funding any infrastructure, process, or facility designed for Direct Potable Reuse within municipal potable drinking water supply system.

(c) Permitted Non-Potable Reuse. Nothing in this section shall restrict or prohibit the production, distribution, or utilization of reclaimed water treated in strict compliance with applicable Florida Department of Environmental Protection (FDEP) non-potable standards, provided such water is utilized exclusively for non-potable applications, including landscape irrigation, agricultural use, commercial cooling, or industrial processes, and provided no direct physical connection to the potable water supply network exists.

* * *

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading this 15th day of September 2026.

ADOPTED on second reading after due public notice and hearing thi**s** 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

THE CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

Meeting Date: 10/20/2026
Ordinance Number: 2026-XX
Posted To Webpage:

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING CHAPTER 49, "UTILITIES," ARTICLE II, "REGULATION OF WATER AND SEWER UTILITIES," OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST, FLORIDA; AMENDING SECTION 49-32 (DEFINITIONS) TO ADD DEFINITION FOR DIRECT POTABLE REUSE, AMENDING SECTION 49-35 PROHIBITED ACTS TO EXPLICITLY PROHIBIT THE INTRODUCTION OF DIRECT POTABLE REUSE INTO THE PUBLIC POTABLE WATER SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

The sections below <u>are not</u> required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

__ a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;

__ b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the county;

__ c. Sections 190.005 and 190.046;

__ d. Section 553.73, relating to the Florida Building Code; or

__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Palm Coast.) N/A

Part II. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Palm Coast:

(fill out subsections a-c as applicable, if not applicable write "not applicable")

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted: N/A

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible: N/A

(c) An estimate of the City of Palm Coast's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(d) Does this proposed ordinance have a direct impact on affordable housing? If so, explain.

Part III. Good faith estimates of the number of businesses likely to be impacted by the ordinance. N/A

Part IV. Additional Information (if any): N/A

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** I.8

Department CITY ATTORNEY **Division**	**Amount** **Org/Account #**
Subject: ORDINANCE 2026-XX HISTORICAL PRESERVATION	
Presenter: **Marcus Duffy, City Attorney**	
Attachments: 1. Presentation 2. Ordinance (Redline and Clean Copy) 3. Business Impact Statement	
Background: **UPDATED BACKGROUND FROM THE OCTOBER 6, 2026, BUSINESS MEETING:** The first reading was approved at the October 6, 2026, Business Meeting. The requested updates are attached to the item. **UPDATED BACKGROUND FROM THE AUGUST 11, 2026, WORKSHOP MEETING:** City Council received a presentation on this item at the August 11, 2026, Workshop Meeting. The requested changes and the Planning & Land Development Regulation Board recommendation are attached. **ORIGINAL BACKGROUND FROM THE AUGUST 11, 2026, WORKSHOP MEETING:** City Council directed the City Attorney to draft an ordinance on historical preservation which is attached to this item for consideration and direction.	
Recommended Action: **ADOPT ORDINANCE 2026-XX HISTORICAL PRESERVATION**	

DOUGLAS
LAW FIRM

Historic Preservation Ordinance

Presented By: Marcus Duffy

October 2026

Historic Preservation Ordinance

DOUGLAS LAW FIRM

PURPOSE

- Protect and manage the significant historic, and archaeological resources to the maximum extent feasible.
- Establishing clear regulatory procedures for plan review, development projects, and protective standards.
- Foster civic pride, enrich public education, and preserve physical reminders of the City's diverse history.

Historic Preservation Ordinance

DOUGLAS LAW FIRM

CURRENT

- City of Palm Coast Land Development Code
- Section 10.05
- 10.05.01-10.05.06 of the LDC

Historic Preservation Ordinance

DOUGLAS LAW FIRM

PROPOSED AMENDMENT

- Expanding LDC 10.05.
- Adding definitions.
- Adding subsections 10.05.07-10.05-13.

Proposed Amendment

DOUGLAS LAW FIRM

10.05.03 - LANDS NOT SUBJECT TO CULTURAL RESOURCE SURVEY

- A cultural resource report is waived for parcels surveyed within the last 5 years.
- The prior investigation must conclude the land contains no cultural resources.
- Any previous parcel or lot that is part of a platted subdivision within the City boundaries and recorded with the Clerk of Circuit Court and Comptroller of Flagler County.

Proposed Amendment

DOUGLAS LAW FIRM

HISTORIC PRESERVATION OFFICER

- Appointed by City Manager.
- Experienced with architectural history, urban design, local history, landscape materials, site planning and land use regulations.
- Advance Degree (PLDRB Recommendation).

Proposed Amendment

DOUGLAS LAW FIRM

HISTORIC PRESERVATION OFFICER

- Liaison to Historic Preservation Board
- Serve as a resource to applicants concerning the process and procedures for the designation of historic resources, historic districts, archaeological sites and zones.
- Serve as the certified local government coordinator between the historic preservation board and the Division of Historical Resources, Florida Department of State.

Proposed Amendment

DOUGLAS LAW FIRM

HISTORIC PRESERVATION BOARD

- Five Members and Two Alternates
- One voting member from Palm Coast Historical Society (PLDRB Board Recommendation)
- Architecture, history, architectural history, planning, prehistoric and historic archaeology, landscape architecture, real estate, general contracting or building contracting.

Proposed Amendment

DOUGLAS LAW FIRM

HISTORIC PRESERVATION BOARD

- Quasi-Judicial
- Review and recommend to City Council properties for designation as historic resources, historic districts, archaeological sites and zones on the city register of historic places.
- Make nominations to the National Register of Historical Places.

Historic Preservation Ordinance

DOUGLAS LAW FIRM

NEXT STEPS

- Motion to Approve/Deny
- With/Without PLDRB Recommendations
- Second Reading – October 20, 2026

ORDINANCE 2026-XX-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE, BY AMENDING CHAPTER 10, SECTION 10.05, ENTITLED "CULTURAL AND HISTORIC RESOURCES PROTECTION"; ESTABLISHING REGS FOR PLAN REVIEW, DEVELOPMENT PROJECTS, AND LAND DISTURBANCES; DEFINING CORE PRESERVATION TERMS; SPECIFYING SURVEY REQUIREMENTS FOR LANDS SUBJECT TO CULTURAL INVESTIGATIONS; CREATING A HISTORIC PRESERVATION BOARD AND DEFINING ITS COMPOSITION, POWERS, DUTIES, AND QUORUM REQUIREMENTS; PROVIDING PROCEDURES FOR FORTUITOUS FINDS AND UNMARKED BURIALS; APPOINTING A HISTORIC PRESERVATION OFFICER; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast recognizes that the City's historic, cultural, archaeological, aesthetic, and architectural resources are irreplaceable assets that reflect the diverse history, government, and culture of the City, Flagler County, and the State of Florida; and

WHEREAS, the preservation of these unique historic and cultural resources is essential to fostering civic pride, enriching public education, and promoting the pleasure, welfare, and general quality of life for the residents and visitors of Palm Coast; and

WHEREAS, the City Council desires to establish clear, robust regulatory procedures and protective standards for development plan reviews, land excavations, and historic resources to ensure these physical reminders of the past are protected to the maximum extent feasible; and

WHEREAS, Chapter 267 of the Florida Statutes sets forth the state's public policy regarding historical resources and directs local governments to cooperate in the identification, evaluation, and protection of historic assets; and

WHEREAS, the City Council intends to seek inclusion and status within the National Register of Historic Places Program and the Florida Certified Local Government (CLG) program administered by the Florida Department of State, Division of Historical Resources; and

WHEREAS, matching local policy with the rules of the United States National Historic Preservation Act and Certified Local Government guidelines links federal, state,

and local entities to unlock critical grant funding, preservation awards, and federal tax incentives for local property owners; and

WHEREAS, establishing a dedicated, professionally qualified Historic Preservation Board and appointing a Historic Preservation Officer ensures that Palm Coast handles designations, certificates of historic appropriateness, and historic surveys through precise administrative, legal, and expert channels; and

WHEREAS, the City Council has determined that the adoption of this Ordinance serves a vital public purpose and protects the health, safety, and welfare of the community by preserving its heritage against undocumented destruction or unsympathetic alterations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. AMENDING SECTION 10.05 CULTURAL AND HISTORICAL RESOURCES. Section 10.05 of the Unified Land development shall be amended as attached here to and incorporated herein by reference as Exhibit "A."

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. CONFLICTS. All ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5. SCRIVENER'S ERROR. The City Clerk, after consultation with the City Attorney, is authorized to correct scrivener's errors found by filing a corrected copy of this ordinance in the official records of the City.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Ordinance.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this _____ day of _____ 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A"

Exhibit “A”

Chapter 10 - Environmental and Cultural Resources Protection

***

Sec. 10.05. Cultural and Historic Resources.

10.05.01. *Purpose and intent*. The purpose of this section is to ~~safeguard and~~protect and manage ~~protect~~ the ~~City's~~ significant historic, ~~cultural,~~ and ~~and~~ archaeological ~~, aesthetic, and architectural~~ resources to the maximum extent feasible, ~~.~~ b~~B~~y establishing clear regulatory procedures for plan review, development projects, and protective standards, this section intends to foster civic pride, enrich public education, and preserve physical reminders of the City's diverse history. ~~, by providing procedures for the review of plans and development projects as well as standards for the protection of these important resources.~~

A. In addition, the provisions of this article will assist the city and property owners to be eligible for federal tax incentives, federal and state grant funds and other potential property tax abatement programs for the purpose of furthering historic preservation activities, including but not limited to, F.S. § 193.503, or subsequent statutes, and the National Register of Historic Places Program.

B. It is also the purpose of this article to foster civic pride in the accomplishments of the past, to protect and enhance the city's attraction to visitors, and to promote the use of individual sites and districts for the education, pleasure and welfare of the people of the city.

10.05.02. *Definitions.*

The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this article, except where the context clearly indicates a different meaning:

Adaptive use means the process of converting a building to a use other than that for which it was designed.

Addition means a construction project physically connected to the exterior of a historic building.

Alteration means any changes in structural parts, stairways, type of construction, kind or class of occupancy, light or ventilation, means of ingress or egress, or other changes affecting or regulated by the building code or this regulation, except for minor changes or repairs not involving the aforesaid features~~.~~.

Archaeological site means a single specific location that has yielded or is likely to yield information on local history or pre-history.

Artifact means any object which is a product of human modification or objects that have been transported to a site by a people.

Board or the historic preservation board means the city historic preservation board as acting in its capacity as a board responsible for the designation and protection of historic property of the city as required by the Florida certified local government program of the Florida Department of State, Division of Historic Resources.

Building means any structure, temporary or permanent, with a roof supported by columns or walls and intended for the shelter, housing, or enclosure of any individual, animal, process, equipment, goods, or materials of any kind.

Certificate of historic appropriateness means a written document, issued pursuant to this article, permitting specified alterations, demolition, new construction, or other work to a designated historic resource or for a contributing resource within a designated historic district.

Certificate of recognition means a certificate issued by the historic preservation officer recognizing properties designated as historic on the city register of historic places pursuant to this article.

~~Certificate to dig means a certificate issued by the historic preservation board granting permission for certain ground disturbing activities, such as filling, grading, swimming pool excavation and the removal of vegetation or trees that may involve the discovery of as yet unknown or known archaeological resources within a designated archaeological zone.~~

Certified local government means a government satisfying the requirements of the United States National Historic Preservation Act amendments of 1980 (Public Law 96-515) and the implementing of regulations of the U.S. Department of the Interior and the state.

Contributing resource means a building, landscape feature, object, structure or archaeological site or zone that adds to the historic architectural qualities, historic associations, or archaeological values for which a property is significant because:

(1) It was present during the period of significance, it relates to the documented significance of the property and it possesses historic integrity reflecting its character at that time or is capable of yielding important information about the period; or

(2) It independently meets the national register criteria.

Cultural resources means any prehistoric or historic district or building, archaeological site, building, object, or other real or personal property of historical, architectural, or archaeological value and folk life resources. These properties or resources may include, but are not limited to, monuments, memorials, Native American habitations, ceremonial sites, abandoned settlements, sunken or abandoned shops, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the State.

Cultural resources, potentially significant means a cultural resource or archaeological site that may be considered, after further investigation, by the State Historic Preservation Officer to be eligible for the National Register of Historic Places

Cultural resources, protection of means a measures taken to avoid, minimize, or mitigate effects to cultural resources consistent with the provisions of this LDC.

Cultural resources, significant means an archaeological site of prehistoric or historic significance that the State Historic Preservation Officer considers eligible for the National Register of Historic Places.

Demolition means the act or process of wrecking, destroying or removing any building or structure, or any portion thereof.

Department means the city's community development department.

Designated exterior means all outside surfaces of any improvement listed in the designation report a shaving significant value to the historic character of the building or district.

Designation report means a document prepared by the historic preservation officer for all properties and districts that are proposed for local historic designation. The designation report, at a minimum, must include a boundary description of the proposed historic property or district, an evaluation of its historic significance as it relates to the criteria for significance, location map, representative photographs, and physical description of the historic resource.

Earthworks means linear ridges, circular embankments and causeways constructed of earth and/or shell ,as well as their associated borrow pits, and both linear and circular ditches. These are most often associated with other pre-contact features such as mounds or middens, but they may occasionally be encountered in isolation.

Excavation means to make a hole, unearth, scrape, or dig out for the purpose of construction, demolition, or stump/root removal with specific relation to a tree drip line and root system.

Exterior means that portion of a building extending from grade to the top of the roof ridge line or height of the parapet wall, and the entire width of the building elevation; and includes all outside surfaces of a structure.

Facade easement means a binding agreement whereby a property owner pledges to retain intact the exterior of a building and such outbuildings and appurtenances that are relevant to the history or design of the structure.

Historic property means a building, site, structure, or object which is:

(1)Individually listed in the National Register of Historic Places;

(2) A contributing property in a National Register listed historic district;

(3) Designated as a historic property or landmark under the provisions of a local historic preservation ordinance; or

Historic preservation officer means a person appointed by the city manager to serve as the staff to the historic preservation board. That person shall be experienced in and knowledgeable about architectural history, urban design, historic preservation principles, planning and land use regulations.

Historic resource means any site, building, structure, object, landscape feature or other real or personal property of historical, architectural or archaeological value, which resource has been designated as historic on the city register of historic places pursuant to procedures described in this article. The properties may include, but are not limited to, monuments, memorials, habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, artifacts or other objects with intrinsic historical or archaeological value, or any part thereof relating to the history, government or culture of the city, county, the state or the United States of America.

Historic site means the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined or vanished, when the location itself possesses historic, cultural, or archaeological value regardless of the value of any existing resource

Historic survey means the results of a systematic process of identifying significant buildings, sites and structures through visual inspection and research, with the results archived in the Florida Master Site File maintained by the Florida Department of State, Division of Historical Resources.

Improvement means any building, structure, fence, gate, wall, walkway, driveway, park, light fixture, bench, fountain, sign, work of art, earth works, or other manmade objects constituting a physical improvement of real property, or any part of such improvement.

Infill means descriptive of buildings that have been designed and built to replace missing structures or otherwise fill gaps in the streetscape.

Integrity. Any resource proposed for historic designation must retain its historic integrity. Integrity is measured by the retention of location, design, feeling and association. For example, if a building has been subject to unsympathetic alterations that have compromised the quality of its design, it may not be designated. With regard to association, if the property proposed for designation has been moved, or the context of its original use or setting has been compromised, it may not be listed.

Landscape feature means an embellishment to the natural environment by blending manmade or natural materials with plantings in order to improve the outdoor aesthetics of a property. Landscape features, which include decorative planters, stone work, brick work, shall not exceed three feet in height. A Landscape feature, as defined herein is not a fence or wall.

Lot means a parcel, tract, or area of land established by plat, subdivision, or as otherwise permitted by law.

National register of historic places means a federal listing maintained by the United States Department of the Interior of buildings, sites, structures, objects and districts that have met the criteria for significance as determined by the Historic Preservation Act of 1966, as amended.

Noncontributing resource means a building, landscape feature, object, structure or archaeological resource that does not add to the historic architectural qualities, historic associations, or archaeological values for which a property is significant because it was not present during the period of significance, or it does not relate to the documented significance of the property, and/or, due to alterations, disturbances, additions, or other changes, it no longer possesses historic integrity reflecting its character at that time or is incapable of yielding important information about the period, or it does not independently meet the national register criteria. A noncontributing resource shall not be subject to the requirements for a certificate of historic appropriateness.

Opt-out provision means a policy which allows the legal owner of record to decline the historic designation of their property. Their opposition to the local historic designation shall be substantiated by written evidence of their ownership, accompanied by a copy of the form, prepared by the historic preservation officer, which elects the "opt-out" provision.

Ordinary maintenance or repair means any work for which a building permit is not required by law, and where the purpose and effect of such work is to repair damage or to prevent deterioration or decay of a building or structure, or any part thereof, by restoring the building or structure, or any part thereof, as nearly as possible, to its condition prior to the occurrence of such deterioration, damage, or

decay. Ordinary maintenance or repair shall not be subject to the requirements for a certificate of historic appropriateness.

Owner means:

(1) As to real property, the fee simple owner as identified in official records of the county.

(2) As to personal property, the owner as supported by an affidavit of ownership.

Preservation means the identification, evaluation, recordation, documentation, analysis, recovery, interpretation, curation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance, or reconstruction of historic properties.

Real property means land and all improvements to the land that generally include only immovable improvements.

Reconstruction means the act or process of reproducing, by means of new construction, the exact form, features, and detail of a non-surviving building, structure or object, or a part thereof, as it appeared at a specific period in time.

Rehabilitation means the act or process of returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use, while preserving those portions or features of the property which are significant to its historical, architectural, and cultural values.

Relocation means the process of physically moving a building, structure, or object to another site. For historic resources, relocation is recommended only when there are no other preservation alternatives, and the destruction of the historic property at its present location is imminent.

Rendition means the date that a written determination is filed in the records of the secretary to the historic preservation board.

Restoration means the act or process of accurately recovering the form, features, and character of a property as it appeared at a particular period of time, which may involve the removal of later additions or alterations, or the replacement of missing features.

Secretary of the Interior's Standards for Rehabilitation means a set of guidelines produced by the United States Department of the Interior that establish professional standards for the sensitive rehabilitation of an historic property. The ten standards generally address design issues which include character defining features; changes which have occurred over the course of the property's history; desirable approaches to the repair of damaged features; appropriate cleaning methods, and design approaches to new construction.

Setting means the physical environment of a historic property. It involves how, not just where, the property is situated and its relationship to surrounding features and open space.

Site improvement includes, but is not limited to, walls, fences, signs, sidewalks, planters, driveways, paving and exterior lighting.

Stabilization means the act or process of applying measures to reestablish weather resistant enclosure and structural stability while maintaining the essential form, as it exists at present.

Structure means anything constructed, installed or portable, the use of which requires a location on a parcel of land, such as buildings, manufactured homes, mobile homes, fences, billboards, swimming pools, poles, pipelines, transmission lines, advertising signs, a gas or liquid storage tank, seawall, bulkhead, revetment, or other man-made facilities or infrastructure.

10.05.03. *Lands not subject to cultural resource survey*. A cultural resource field survey and assessment report is not required for parcels that have undergone a cultural resource investigation, within 5 years from the time of application and the assessment concludes that the land does not contain cultural resources that are considered by the Florida Department of Historical Resources State Historic Preservation Officer to be significant or potentially significant. A copy of correspondence from the state historic preservation officer shall be submitted to the City, verifying that the subject property does not contain significant or potentially significant cultural resources.

A. A cultural resource field survey, assessment report, and historical or archaeological investigation shall not be required for any parcel or lot that is part of a platted subdivision within the City boundaries and recorded with the Clerk of Circuit Court and Comptroller of Flagler County.

10.05.04. *Lands subject to cultural resource ~~investigatio~~ assessment survey and other archeological investigation~~n~~*. A Phase 1 cultural resource investigation shall be accomplished before the issuance of a development order or permit or prior to the commencement of construction activities, or any other physical impact or disturbance of land that:

A. Takes place within a parcel that has not been previously ~~investigated~~ surveyed for cultural resources.

B. Takes place within a parcel that contains a site that is listed in the Florida Master Site File (FMSF) as "significant" or as "potentially eligible ~~significant~~" for listing in the National Registered of Historic Places (the criteria by which site significance is measured) or in the City of Palm Coast's protected sites inventory, thus requiring further investigation.

C. Takes place within a recently discovered site deemed significant (NRHP) criteria that has not yet been recorded to the Florida Master Site File or listed in the City of Palm Coast's protected sites inventory. that has not yet been entered into the Florida Master Site File.

D. Takes place on a parcel that has been determined to possibly contain a potential site that can be listed in the Florida Master Site File as determined by the Land Use Administrator.

10.05.05. *Professional qualifications and cultural resource assessment survey requirements*.

A. Professional qualification. Cultural resource professionals are certified archaeologists that meet the qualification in "The Secretary of the Interior's Historic Preservation Professional Qualification Standards" (Federal Register Vol. 62, No. 119, p. 33707).

B. Cultural resources assessment survey ~~and assessment~~. Cultural resource assessment surveys and related reports shall follow the guidelines of the Florida Division of Historical Resources, Department of State, Guidelines for Cultural Resource Assessment Survey (CRAS) and

Archaeological Investigations outlined in Florida Division of Historical Resource Module 3, as amended, shall be followed; reporting of CRAS surveys shall follow DHR Chapter 1A-46 (Archaeological and Historical Report Standards and Guidelines), as amended, ~~-~~and the requirements of all applicable Florida Statutes. The SHPO reviews the referenced project in accordance with Chapter 267 and 373, Florida Statutes, and implementing state regulations, for possible effects on historic properties listed, or eligible for listing, in the National Register of Historic Places, or otherwise historical, architectural, or archeological value. Prior to the issuance of a development order or permit, or prior to the commencement of construction activities, a copy of a survey clearance letter issued by the Compliance Review Section, Division of Historical Resources, or other documentation of authorization by the State Historic Preservation Officer, shall be submitted to the City. Management recommendations regarding the protection, preservation, or mitigation of impact of historical or archaeological sites, in concurrence with the Division of Historical Resources should be followed. In addition, copies of Florida Master Site File forms generated during the cultural resource assessment study for the Division of Historical Resources shall be submitted to the City for their records. All Florida Master Site File forms generated for a City of Palm Coast LDC permit-required cultural resource assessment survey, or any other type of archaeological work shall be submitted to the Florida Master Site File, Division of Historical Resources, by a COPC official Historical Preservation Officer. In some cases (to be determined by a COPC official) An initial site investigation may be utilized to determine cultural resource site probability for lands requiring a cultural resource investigation as approved by a certified archaeologist utilizing necessary criteria in accordance with state law to determine cultural recourse site probabilities. Said criteria include, but are not limited to, Florida Master Site File, historical information (historic map review)~~data~~, soil types, and ~~site~~ elevations, and proximity of the subject property to freshwater drainages such as rivers and creeks, coastal estuaries (Intracoastal Waterway) and subsistence-related natural resources.~~.~~ ~~The following may substitute for~~ The Land Use Administrator may waive a Cultural Resources Assessment Survey if a Registered Professional Archaeologist (RPA) provides a certified written determination confirming any of the following:~~a cultural resource site survey and assessment if certified by a certified archaeologist in writing to the Land Use Administrator~~:

1. A determination that subject property has a low probability of yielding cultural resources.

2. A determination that proposed development activities will have no effect on cultural resources listed or eligible for listing in the National Register of Historic Places.

3. A determination that proposed development activities will have no effect on cultural resource value under federal and state requirements.

~~10.05.06. *Property containing potential and significant cultural resource sites*. If property is determined to have a potentially significant or a significant cultural resource in areas proposed for development, the City shall adhere to the recommendations of the state historic preservation officer and shall require the applicant to do one or more of the following prior to the issuance of a development order or permit:~~

~~A. Preserve cultural resources within the open space of the development.~~

~~B. Redesign the development to accommodate preservation of all or a portion of the site containing the cultural resource.~~

~~C. The property owner may voluntarily fund or seek funding for excavation of the resource, if agreed to by the Florida Department of Historical Resources.~~

10.05.067. *Fortuitous finds and unmarked human burials*. The following requirements apply to all building construction or alteration, or land alteration activities:

A. Evidence of the existence of cultural resources. If evidence of the existence of cultural resources is discovered or observed at development sites or during development activities after final approval, permits, or issuances of development orders, all work shall cease in the area of effect. The developer, owner, contractor, or agent thereof shall immediately notify a professional archaeologist and the City. Examples of such evidence include whole or fragmentary stone tools, shell tools, ~~aboriginal~~ indigenous or historic pottery, bone tools, historic structures building foundations, burial shell mounds, shell middens, ~~or~~ sand mounds or other types of prehistoric mounded architecture. A certified professional archaeologist selected and hired by the applicant, shall assess the significance of the finds and, if warranted, notify the Florida Division ~~Department~~ of Historical Resources/State Historic Preservation Office in accordance with federal and state requirements. A report or letter shall be submitted to the City from a professional archaeologist and, if warranted, a copy of a clearance letter from the Sstate H~~h~~istoric P~~p~~reservation O~~o~~fficer indicating that the proposed development will have no effect on cultural resources listed or eligible for listing in the National Register of Historic Places, or otherwise of historical, architectural, or archaeological value.

B. Discovery of human skeletal remains. In the event that unmarked human remains are encountered during permitted activities it shall be reported to the City immediately, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. During archaeological investigations, if a site is determined to contain unmarked human burials and/or human skeletal remains, by procedure these will be brought to the attention of a District Medical Examiner, if it was determined that the burial(s) represent an individual (or individuals) who had been dead less than 75 years, or to the attention of the State Archaeologist in the case that the remains were determined to be older than 75 years. If a site is determined to be a prehistoric indigenous site, all work will be done in coordination with the State Archaeologist (Florida Division of Historical Resources) who will make a final determination of adverse effect through the authority of their respective jurisdiction as defined by Florida Statutes. Procedures outlined in Chapter 872.05, Florida Statutes, will be followed regarding site mitigation and reporting, this through the authority and direction of the State Archaeologist and, if necessary, the District Medical Examiner. In some cases, the State Historic Preservation Office will make the determination to seek the consultation and review comments by the Tribal Historic Preservation Office (THPO)/Seminole Tribe of Florida (STOF).~~In accordance with the Florida Statutes, if any human skeletal remains or unmarked human burial is discovered, other than during a cultural resource excavation authorized by the state or an educational institution, all activity that may disturb the unmarked human burial shall cease immediately and the district medical examiner shall be notified. Such activity shall not resume unless specifically authorized by the district medical examiner or the state archaeologist.~~

10.05.078. *Appointment; duties of historic preservation officer.*

The historic preservation program provided for in this article shall be assigned to the community development department of the city but such assignment may be altered from time to time as determined by the City Manager. The City Manager shall appoint a person to serve as historic

preservation officer to assist the historic preservation board. The appointee shall be experienced with, and knowledgeable in, architectural history, urban design, local history, landscape materials, site planning and land use regulations. The historic preservation officer shall:

A. Schedule meetings of the historic preservation board, prepare agendas for the historic preservation board meetings, and ensure that proper notice is given to the public for all regular and special historic preservation board meetings and hearings.

B. Prepare local historic designation reports and make recommendations to the historic preservation board as to whether or not they meet the designation criteria established in section 10.05.101~~1~~.

C. Prepare and review National Register of Historic Places nominations.

D. Provide advice to applicants for certificates of appropriateness regarding the standards and guidelines incorporated within the Secretary of the Interior's Standards.

E. Serve as a resource to applicants concerning the criteria as well as the process and procedures for the designation of historic resources, historic districts, archaeological sites and zones.

F. Review completed applications for a certificate of historic appropriateness for a designated historic resource or for contributing properties within an historic district; provide any necessary field checks of the site; and make approval/denial recommendations to the historic preservation board.

G. Maintain and update an official inventory that includes photographs and maps for all officially designated historic resources, districts, archaeological sites and zones listed in the city register of historic places.

H. Prior to issuance of any building permits, review all final development plans for designated historic resources and historic districts for their compliance with terms and conditions of the approved certificate of historic appropriateness, as applicable.

I. Issue all certificates of recognition for designated historic resources.

J. Issue all approved certificates of appropriateness for designated historic resources and for properties within historic districts.

K. Coordinate with other city departments, public agencies and private groups, and the general public, as required, to provide a continuing effort to protect and preserve significant elements of the manmade and the natural environment through public education and encouragement of preservation policies.

L. Serve as the certified local government coordinator between the historic preservation board and the Division of Historical Resources, Florida Department of State.

M. Promote the awareness of historic preservation and its community benefits to the general public and to school children through promotional materials, guidebooks, tours, informational brochures, educational tools, workshops, lectures, and presentations.

N. Apply for preservation awards and grants.

O. Participate in other preservation programs, as appropriate.

P. Submit a preliminary application for historic designation pursuant to the direction of the historic preservation board.

10.05.089. *Historic Preservation Board.*

A. Creation. There is hereby created the city historic preservation board, referred to in this section as the board, as an agency of the city government in and for the city. The board is hereby vested with the power, authority, and jurisdiction to inventory, designate, certify, regulate, and manage historic resources in the city as provided for in this section.

B. The historic preservation board shall consist of fiveseven members and two alternates, appointed by the city council.

C. Alternate members may attend complete board meetings regardless of whether a quorum of regular members is seated. Alternate members may always participate in board deliberations and debate, but they may make motions and vote only in the absence or voting disqualification of a regular member or the vacancy in a regular member's seat. In the event that foursix regular members are present and voting and two alternate members are present, the alternate member who may vote and make motions is the alternate member who has served on the board for the longest period of time, regardless of whether said service is interrupted.

D. As a participant in the Florida certified local government program as declared by the Florida Department of State, Division of Historical Resources, appointments to the historic preservation board shall be made based upon a reasonable effort to appoint members who are residents of the city from the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, landscape architecture, real estate, general contracting or building contracting. Lay persons who are residents, owners of property located within the city and individuals engaged in business within the city may make up the balance of the membership in the event that there are not enough qualified and eligible residents, provided the individual has demonstrated special interest, experience or knowledge in history, architecture, or a related discipline. The term "engaged in business" shall mean owning a business or serving as an officer or director of a corporation or other business entity so engaged.

E. Terms. In soliciting applications for the initial appointees, threefour of the sfiveeven regular member positions shall be for a three-year term and the remaining twothree regular member positions shall be for a two-year term. One of the alternate positions shall be for a two-year term and the other alternate position shall be for a one-year term. Members shall be eligible for reappointment in accordance with Sec. 2-2 (a)(1), *City of Palm Coast Code of Ordinances*. All appointments after the historic preservation review board is first established shall be for a three-year term.

F. Compensation. The members of the historic preservation board shall serve without compensation or honorarium.

G. The presence at a meeting of ~~three~~four regular or alternate members of the historic preservation board constitutes a quorum. The affirmative vote of a majority of the regular and alternate board members present and voting is necessary for the adoption of any motion.

H. The historic and preservation board shall schedule a minimum of four regular meetings per year.

I. An individual from city staff shall serve as recording secretary to the board and that individual shall be charged with maintaining board records in accordance with established city policies.

J. An individual shall be appointed by the city manager to serve as historic preservation officer to the board on behalf of the city, as prescribed by section 10.05.07~~8~~.

K. In its capacity as the designated historic preservation board, the board is hereby vested with the power, authority and jurisdiction on a city-wide basis to recommend local historic designations, regulate and administer historical, cultural, archaeological and architectural resources in the city as prescribed by Section 10.05 under the direct jurisdiction and legislative control of the city council.

10.05.0~~1~~9~~0~~. *Duties of the Board.*

The historic preservation board, in addition to such other powers, duties, and authority as may be set forth elsewhere in this Code or in any other ordinance of the city, shall have the following powers and duties:

A. Ensure the maintenance and updating of the files from any previous historic survey within the city for the purpose of identifying those resources, districts and sites and zones of special historic, aesthetic, architectural, archaeological, cultural, or social value or interest. The historic preservation board shall ensure improvement and expansion of the survey with additional sites, documentary information, oral histories, and other such materials as may become available; and shall periodically re-evaluate the survey to determine whether changing times and values warrant recognition of new or different areas of significance.

B. Recommend to the city council properties for designation as historic resources, historic districts, archaeological sites and zones on the city register of historic places and monitor the administration and up keep of the local register of historic resources and historic districts.

C. Participate in the national register program in the state to the greatest possible extent, as defined by the Historic Preservation Act of 1966, as amended, and regulations and rules drafted pursuant to that Act by the National Park Service and the Florida State Bureau of Historic Preservation.

D. Serve as a quasi-judicial instrument to approve or deny special certificates of appropriateness pursuant to this Code.

E. Recommend to the appropriate bodies that certain provisions of the city's codes be amended, varied, waived, or superseded when appropriate as a means of encouraging historic preservation.

F. Develop, establish and regulate guidelines concerning contemporaneous architectural styles, building materials and so forth for historic resources and within historic districts that will supplement the Secretary of the Interior's Standards. Such guidelines will be subject to review by the planning and zoning board, and will be subject to approval by the city council.

G. Make recommendations to the city council about facade easements and the imposition of other restrictions.

H. Maintain an inventory of historically or archaeologically significant resources, districts, sites or zones within the city. All inventory materials shall be compatible with the Florida Master Site File. Inventory materials shall be available to the public upon request, and copies of inventory materials, as permitted by law, regulation or statute, shall be provided to the Florida Bureau of Historic Preservation.

I. Increase public awareness of the value of historic preservation by developing and participating in public information programs.

J. Make recommendations to the city council concerning the utilization of grants, donations, and/or city funds to promote the preservation and conservation of historically and/or aesthetically significant archaeological sites and zones, historic resources and historic districts.

K. Evaluate, comment upon and make recommendations to the city council concerning the deliberations and decisions of other public agencies affecting the physical development and appearance of historically and aesthetically significant archaeological sites, archaeological zones, historic resources, and historic districts.

L. Contact public and private organizations, businesses and individuals to endeavor to arrange agreements to help ensure the conservation and preservation of historically and aesthetically significant resources, buildings, structures, and districts for which demolition or destruction is proposed.

M. In the name of the city, and only with the express approval of the city council, seek, apply for, solicit, receive and expend any federal, state or private grant, gift or bequest of any funding, property, or interest in property to further the purposes of historic and heritage conservation and preservation. Acceptance of any loans, grants, bequests, gifts or revenues from sources other than fees must be approved by the city council.

N. Create and approve standardized historic markers and plaques and issue recognition to designated historic resources and historic districts within the city.

O. In its capacity as the historic preservation board, provide recommendations to city council, the planning and zoning board, and projects subject to architectural review as appropriate, that relate to historic preservation in order to ensure its place as an integral and ongoing part of all city planning and zoning codes, the city land use plan, and any comprehensive use planning required by the state.

P. Advise the city council on all matters related to the use, administration and maintenance of city owned designated historic resources and historic districts.

Q. Recommend to city council, as appropriate, that city council adopt an ordinance allowing ad valorem tax exemptions to historic properties subject to the requirements of this article and F.S. § 196.1997.

R. Recommend to city council, as appropriate, that city council adopt an ordinance providing for the assessment of historic properties that are used for commercial or certain non profit purposes, as provided for by F.S. § 193.503.

S. Comply with the requirements of the State of Florida's Division of Historical Resources Certified Local Government Program.

T. Execute any other functions that may be approved by ordinance or resolution of the city council.

10.05.101. *Designation process and procedure.*

A. *Design and construction criteria*. Consistent with the criteria established by the National Register of Historic Places, the historic preservation board shall recommend for designation on the city register of historic places as individual historic resources, historic districts, archaeological sites and zones, those places, buildings, structures, objects, landscape features, archaeological sites, archaeological zones, and other improvements that are significant in the city's history, architecture, archaeology and culture, and that possess integrity of location, design, setting, materials, workmanship or association; and that meet one or more of the following criteria:

1. Is associated with events that have made significant contributions to the pattern of history in the community, the county, the state or the nation. In order to justify eligibility for a property under the "events" criterion, the property must have an important association with the event or historic trend, and retain its historic integrity. Examples of properties associated with events could be the site of a battle, the building in which an important invention was developed; or an archaeological site at which a major new aspect of prehistory was discovered, such as the first evidence of man and extinct pleistocene animals being contemporaneous. Properties associated with a pattern of events could include a trail associated with migration; a railroad station that served as the focus of a community's transportation system and commerce; a building used by an important social organization, or a downtown district representing a town's growth as the commercial focus of the surrounding area.

2. Recognizes the quality of design and construction and embodies the distinctive characteristics of an architectural type, period, style or method of construction; or the work of a prominent designer or builder; or contains elements of design, detail, materials, or craftsmanship of outstanding quality; or that represents a significant innovation or adaptation to the local state environment; or represents a distinguishable entity whose components may lack individual distinction. In order to justify eligibility for a property under the "design and construction" criterion, the property must physically convey the qualities for which it is nominated. Distinctive characteristics refer to the physical features or traits that commonly recur in individual types, periods or methods of construction. Characteristics may

be expressed in terms such as form, proportion, structure, plan, style or materials. They can be general, referring to ideas of design and construction such as basic plan or form, or they can be specific, referring to precise ways of combining particular kinds of materials. Properties associated with design and construction could include a residence or commercial building representing a significant style of architecture; a movie theater embodying high artistic value in its decorative features, or a bridge representing technological advances.

3. Has yielded, or is likely to yield, historical or pre-historical information. In order to justify eligibility under the "information potential" criterion, the property must have, or have had, information to contribute to our understanding of human history or pre-history, and the information must be considered important. The site must retain the ability to convey its association as the repository of important information, the location of historic events, or the representation of important trends.

4. Is listed in the National Register of Historic Places as established by the National Historic Preservation Act of 1966 (as amended).

5. Is a part of or related to a landscape, park, environmental feature or other distinctive area, and should be developed or preserved according to a plan based upon a historical, cultural, or architectural motif; or because of its prominent or spatial location, contrast of siting, age, or scale is an easily identifiable visual feature of a neighborhood or the city and contributes to the distinctive quality of such neighborhood or the city.

B. Procedures for historic designation. The historic preservation board shall review all applications for designation of properties as historic resources, historic districts, and archaeological sites and zones, according to the following procedures:

1. *Individual designation as historic resource.*

a. *Application*. The owner of any property in the city or the historic preservation officer may petition the historic preservation board for designation of the property as an individual resource by submitting an application for historic designation to the historic preservation board. An owner's application for designation of a property as a historic resource will not be deemed complete without the written and notarized consent of all owners of the subject property. The historic preservation board is empowered to initiate the designation process pursuant to this section by directing the historic preservation officer to prepare and submit a preliminary application to the board regarding a particular property.

b. *Owner consent required*. No property, site, building, structure, object, landscape feature or other real or personal property will be designated as a historic resource without the written consent of the property owners. The owner's consent shall be recorded in the official records of the county. If all owners of the subject property do not consent to designation of the subject property as a historic resource, then the board must deny the petition as submitted.

c. *Board preliminary review*. After the historic preservation board's preliminary review of the application, the owner consent and any additional relevant

information, the board shall determine whether the historic preservation officer will prepare a designation report in accordance with this section.

2. *Historic district designation.*

a. Preliminary interest. Upon the direction of the historic preservation board, the historic preservation officer will research properties and ownership to define the boundaries of a proposed historic district and will prepare a designation report, all in accordance with this section.

b. Boundaries of the historic district. In the case of an historic district, a process will be accomplished to determine the level of owner support for the designation. The historic preservation officer will compile a complete list of the potentially "contributing" and "noncontributing" properties to be included within the proposed historic district.

1. The historic preservation officer will compile a complete list of the potentially "contributing" and "noncontributing" properties to be included within the proposed historic district.

2. The historic preservation officer or his designee shall hold a public workshop to determine the support of the property owners in the proposed district. Notice of the public workshop shall be mailed to all owners of record (as determined by the most current county tax rolls), by certified mail.

3. No historic district may be created unless at least 50 percent of the lots in the proposed district reflect a contributing resource within the historic district. In the event a contributing resource within a designated historic district is deemed noncontributing after designation, such change in status of the individual property shall not require a change to the boundaries of a designated historic district.

4. No property, site, building, structure, object, landscape feature or other real or personal property will be designated as a contributing resource in the historic district without the written and notarized consent of the owners of the contributing resource. If all owners of the subject property do not consent to designation of the subject property as a contributing resource, then the board may include the subject property as a noncontributing resource within the historic district, but may not include the subject property as a contributing resource within the historic district. Property owner consent is not required to include a property as noncontributing within a designated historic district.

c. If more than 50 percent of the lots within a proposed historic district include contributing resources, the historic preservation officer shall submit a petition for designation as a historic district and a supporting designation report to the historic preservation board.

3. *Designation reports*. Prior to the designation of an individual resource, a historic district, an archaeological site or zone, an investigation and designation report must be prepared by the historic preservation officer and filed with the historic preservation board. The designation report shall not be prepared without the consent of the historic preservation board. All designation reports must address the following:

a. Legal description, parcel identification number and tax account number of each property.

b. Historical, cultural, architectural or archaeological significance of the property and how the property fulfills the criteria for designation.

c. Boundaries for individual historic resources and archaeological sites and a recommendation of boundaries for historic districts and archaeological zones. When a district is recommended, the report must identify those properties that are not historically or architecturally contributing to the district. The properties identified as noncontributing shall not be subject to the requirements of the certificate of historical appropriateness process. District boundaries shall be drawn to encompass, but not exceed, the extent of the significant resources and land areas comprising the property. For example, in defining the boundaries for a residence, the boundary should be drawn so that it incorporates the footprint of the building as well as the yard, as the green space acknowledges the setting and context of the property. Buffer zones or acreage not directly contributing to the significance of the property shall not be included for purposes of identifying individual historic resources or contributing resources in a historic district.

d. Current conditions. All reports shall be based on the existing conditions of the property, and shall address whether or not the historic integrity of the property has been maintained.

e. Location map. The report shall also contain a location map and photographs of all exterior surfaces and interior if applicable.

f. Optional designation of interiors. Normally interior spaces shall not be subject to regulation under this section. However, in cases of existing structures having exceptional architectural, artistic or historical importance, interior spaces that are normally open to the public may be specifically designated. The designation report shall describe precisely those features subject to review.

4. *Other relevant information*. The historic preservation officer or their designee shall provide the historic preservation board with evidence of the required notices of the public hearing, evidence of the required owner consent, and other relevant information not otherwise included in the designation report.

5. Public hearing. For each historic resource, historic district, archaeological site and zone proposed for designation, where the required consent of the contributing property owner has been established and the designation report has been completed, a public hearing shall be held by the historic preservation board to determine the eligibility of the property for designation on the city register of historic places. All interested persons shall be given an opportunity to be heard at the public hearing on the proposed designation.

C~~D~~. *Procedures for notifications and hearings on proposed designations*. The notice of public hearing, provided pursuant to this section, shall serve as notification of the intent of the historic preservation board to consider designation of the subject property as historic on city register of historic places.

12. ~~*Courtesy* *Mailed*~~ *notice*. At least ~~15~~ 14 days prior to a public hearing held pursuant to this section, a courtesy notice of the public hearing on proposed designations shall also be mailed to property owners of record within a 500-foot radius of the proposed historic resource, historic district, archaeological site or zone. Failure to receive such courtesy notice shall not invalidate the same as such notice shall also be published in a newspaper of general circulation in the city and county.

~~3~~2. *Notification to general public*. Notice of the public hearing shall be given by publishing notice of the time and place of the public hearing in a newspaper of general circulation in the city and the county at least ~~ten~~ seven days prior to the date of the hearing.

3. *Notice Cost.* The cost associated with public notice for public hearings of the Historic Preservation Board shall be burdened on the applicant. In the event of an application for a proposed historic district, the cost for public notice shall be split between consenting property owners within the proposed district. In the event that the City initiates the application, the City may cover the cost of the notice.

D~~E~~. *Decision of the historic preservation board.* The historic preservation board shall make its decision to approve, deny or amend the proposed designation on the city register of historic places at the public hearing. It may also continue the matter for additional information or cause. Should the historic preservation board recommend the historic resource as eligible for designation pursuant to the criteria set forth in section 10.05.1~~0~~1 (a) and provided the owners consent as required by this section, the recommendation shall be forwarded promptly to the city council for final consideration. Failure of the city council to act on the recommendation of the historic preservation board within 180 days shall be deemed a denial by city council of the proposed historic designation.

E~~F~~. City council actions. The city council shall either approve, deny or approve with conditions the designation on the city register of historic places, and shall designate pursuant to the criteria set forth in subsection A or B of this section the property by resolution. The following parties shall be notified of its actions with a copy of the resolution:

1. All affected city departments;

2. The city clerk, who shall record such resolution in the official records of the county;

3. Owner of the affected property and other parties having an interest in the property, if known; and

4. Appropriate county and state official as per the requirements for certified local governments.

F~~G~~. *Amendment or rescission.* Subject to the same procedures used in the original designation of the city register of historic places, as amended from time to time, the city council may amend or rescind any designation provided:

1. The property fails to comply with the criteria set forth in subsection A or B of this section;

2. At the time of the designation on the city register of historic places, all owners of the subject individual resource did not consent to such designation; or

3. At the time of the designation on the city register of historic places, all owners of the particular designated contributing resource in a historic district did not consent to such designation as a contributing resource, except that such shall not require modification to the boundaries of the designated historic district such that the subject resource shall be deemed a noncontributing resource within such district.

GH. Appeal of designation. A party aggrieved by a designation decision may appeal such decision to the city council in the manner provided for in this article.

10.05.112. *Nomination to the national register of historic places.*

A. The historic preservation board complements the Florida National Register Review Board in the review of proposed nominations to the national register. National Register nomination proposals located in the city will be reviewed by the historic preservation board. The historic preservation board will develop or receive the documentation necessary to nominate properties to the national register. The board shall evaluate nomination proposals received for completeness in a timely manner. Should the nomination proposal not be technically complete, the board shall notify the proposal's sponsor in writing, identifying the technical deficiencies, within 30 days after receipt of the nomination proposal. If the nomination proposal is technically complete, the board shall place the item on its agenda for the next meeting or, should notification provisions outlined below make this impossible, for the earliest possible regular meeting.

BC. Nomination proposals shall be considered by the historic preservation board at a public meeting, and all votes on nomination proposals shall be recorded and made a part of the minutes. All nomination proposals shall be forwarded, with a record of official action taken by the board and the recommendation of the city council and board of county commissioners, to the state historic preservation officer within 30 days after the historic preservation board meeting at which they were considered.

CD. Any person or organization which supports or opposes the nomination of a property to the national register shall be afforded the opportunity to make its their views known in writing. All such correspondence regarding a nomination proposal shall become part of the permanent record concerning that proposal and shall be forwarded with approved proposals to the state historic preservation officer. In the case of disapproved nomination proposals, letters of support or comment shall be made a part of the permanent record concerning that proposal, and a list of such letters shall accompany the official copy of the disapproved nomination proposal when it is forwarded to the state historic preservation officer.

DE. Nomination proposals to be considered by the historic preservation board shall be on file at city hall for at least 30 days but not more than 75 days prior to the board meeting at which they will be considered. A copy shall be made available by mail when requested by the public and shall be made available at a location of reasonable

local public access so that written comments regarding a nomination proposal can be prepared.

EF. Historic preservation board review and notification procedures do not apply when a federal agency nominates a property under its ownership or control. The board is encouraged to coordinate with federal agencies to the extent practical in the consideration of such nominations.

10.05.123. Certificate of historic appropriateness

A. Regarding any architectural features, landscape features, or site improvements, no property, site, building, structure, object, landscape feature or other real property within the city which has been designated as historic on the city register of historic places may be erected, altered, restored, rehabilitated, renovated, excavated, relocated, or demolished until a certificate of historic appropriateness has been approved under the procedures in this article. Ordinary maintenance or repair, as defined by this article, does not require a certificate of historic appropriateness. Architectural features shall include, but not be limited to, the architectural style, scale, massing, siting, general design and general arrangement of the exterior of the building or structure, including the type, style and material and color of roofs, windows, doors, siding, masonry, porches, storefronts and other architectural features.

B. Procedure. All applications for required certificates of historic appropriateness shall be reviewed according to the procedures set forth in this section. The standard certificate of historic appropriateness is issued by either the historic preservation officer or the historic preservation board. The special certificate of historic appropriateness is issued by the historic preservation board.

C. Regulated work items.

1. For each of the regulated work items set forth below affecting architectural features, landscape features, or site improvements designated as historic on the city register of historic places, the following applies:

a. Ordinary maintenance. If the regulated work constitutes ordinary maintenance or repair, as defined in this chapter, the regulated work may be done without a certificate of historic appropriateness.

b. Standard certificate of historic appropriateness. A standard certificate of historic appropriateness is required for work that does not constitute ordinary maintenance or repair and is deemed to have a minimal impact to the subject historic resource such that the work will result in the preservation of the original appearance and will meet the Secretary of the Interior's Standards for Rehabilitation and the applicable specific design guidelines on file in the community development department. Examples of work that may be considered to have minimal impact could include minor alterations to the rear of a historic structure that is not visible from the public right-of-way or the construction of a deck to the rear of a historic structure that does not obscure architectural features and that is easily removable.

c. Special certificate of historic appropriateness. A special certificate of historic appropriateness is required for work that does not constitute ordinary

maintenance or repair and is deemed to have more than a minimal impact to the subject historic resource.

2. Regulated work. The following are regulated work items:

a. Abrasive cleaning. Cleaning of exterior walls by blasting with abrasive materials.

b. Awnings or canopies. Installation, modification or removal of awnings or canopies.

c. Decks. Installation, modification or removal of all decks located above the first-floor level and located on the front of the structure.

d. Exterior doors and door frames. Installation of an exterior door or door frame, or the infill of an existing door opening.

e. Exterior walls. Installation, modification or removal of any exterior wall, including the enclosure of any porch or other outdoor area.

f. Exterior architectural details and exterior materials. Installation, modification or removal of any exterior architectural details and exterior materials.

g. Fencing. The installation, modification or relocation of wood, chain link, masonry (garden walls) or wrought iron fencing, or the removal of masonry (garden walls) or wrought iron fencing.

h. Fire escapes, exterior stairs and ramps for the handicapped. The installation or removal of all fire escapes, exterior stairs or ramps.

i. New structures and new parking lots.

j. Painting. Painting unpainted masonry, including stone, brick, terracotta and concrete.

k. Porch fixtures. Installation, modification or removal of railings or other wood, wrought iron or masonry detailing.

l. Roofs. Installation of new materials, or removal of existing materials.

m. Security grilles. Installation or removal of security grilles, except that in no case shall permission to install such grilles be completely denied.

n. Siding. Installation of new materials, or removal of existing materials.

o. Skylights. Installation or removal of skylights.

p. Screen windows and doors. Installation of screen windows or screen doors.

q. Windows and window frames. Installation of a window or window frame or the infill of an existing window opening.

D. A required certificate of historic appropriateness shall be considered prerequisite to the issuance of any other permits required by law or this Code. The issuance of a certificate of historic appropriateness shall not relieve the applicant from obtaining other permits or approvals required by the city or any other government agency having jurisdiction. A building permit or other city permit shall be invalid if it is obtained without a certificate of historic appropriateness required for the proposed work.

E. Landscape features and site improvements will include, but not be limited to, individual plants, such as a specimen tree, or groups of plants, such as a hedge, allee, agricultural field, planting bed, or naturally occurring plant community or habitat, walls, fences, signs, sidewalks, planters, driveways, paving and exterior lighting.

F. No certificate of historic appropriateness will be approved unless the architectural plan for said construction, reconstruction, relocation, alteration, excavation, restoration, rehabilitation, renovation, or demolition is approved by the historic preservation board or the historic preservation officer, as provided in this section.

G. Relocation of a building or structure will include, but not be limited to, moving a building or structure into or within or out of the city and will require the same review procedures as described in this section. Relocation of historic buildings and structures to other sites will not take place unless it is shown that their preservation on their existing or original sites is not consistent with the purposes of this article or would cause undue hardship to the property owner.

H. Forms and fees. Applications for certificates of appropriateness must be made on forms provided by the historic preservation officer and must be submitted with a fee, payable to the city.

I. Pre-application conference. Before submitting an application for a certificate of historic appropriateness, an applicant may confer, at such applicant's election, with the historic preservation officer to obtain information and guidance before entering into binding commitments or incurring substantial expense in the preparation of plans, surveys, and historic data. The purpose of such conference is to further discuss and clarify preservation objectives and design guidelines. In no case, however, shall any statement or representation made prior to completion of official application review be binding on the city.

J. Guidelines for review and issuance.

1. In addition to adopted resource-specific design guidelines, the U.S. Secretary of the Interior's Standards for Rehabilitation are hereby adopted as the standards by which applications for any certificate of historic appropriateness are to be measured and evaluated. In adopting these guidelines, it is the intent of this article to promote the proper maintenance, restoration, preservation, rehabilitation, or reconstruction appropriate to the property, and compatible contemporary designs, that are harmonious with the exterior architectural and landscape features of neighboring buildings, and streetscapes. The salient points of these standards are as follows:

a. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

b. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

c. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

d. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

e. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be retained and preserved.

f. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

g. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

h. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

i. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

j. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

K. Scope of review and general design considerations. The review of the exterior architectural features will include:

1. The architectural style, scale, massing, siting and the general arrangement of the structure's exterior including:

a. The type and texture of building material;

b. The type, style and materials of roofs, windows, doors, siding, and signs;

c. Prominent architectural features such as porches, balconies, dormers, storefronts, and other important elements that comprise the overall design; and

d. The collective composition of these elements.

2. In considering proposals for alterations to the exterior of historic buildings and structures and in applying development and preservation standards, the documented, original design of the building may be considered, among other factors.

3. Demolition of historic resources or contributing resources within historic sites, archaeological sites, archaeological zones, buildings, structures, improvements, and appurtenances designated as historic on the city register of historic places shall be regulated by the historic preservation board.

-L. Standard certificate of historic appropriateness. The historic preservation officer reviews and issues standard certificates of appropriateness, subject to guidelines for review and issuance set forth in subsection J of this section. Within ten business days from the receipt of a complete application, the historic preservation officer shall approve or deny the application. The findings of the historic preservation officer shall be mailed to the applicant, accompanied by a statement that explains the officer's decisions. The applicant shall have the opportunity to challenge the officer's decision by applying for a special certificate of historic appropriateness within 30 days of the officer's findings. Further, the applicant may initially request that his application be classified as a special certificate of historic appropriateness so that the historic preservation board will consider it. A standard certificate of historic appropriateness shall be effective for a period of one year from the date of approval. After one year, the applicant must reapply for a new certificate of historic appropriateness and will be subject to any changes in the historic preservation board's design guidelines that took effect during the intervening period.

M. Special certificate of historic appropriateness. The historic preservation board reviews and issues special certificates of appropriateness, subject to guidelines for review and issuance set forth in this section. A special certificate of historic appropriateness shall be effective for a period of one year from the date of approval. After one year, the applicant must reapply for a new certificate of historic appropriateness and will be subject to any changes in the historic preservation board's design guidelines that took effect during the intervening period. When the action proposed involves a special certificate of historic appropriateness, the following procedures shall govern:

1. ~~Time limit and p~~Public hearing. ~~The historic preservation board shall act upon an application within 45 days of receipt of a completed application~~Upon receipt of a completed application, the historic preservation officer will schedule the application at the next available historic preservation board public hearing. The historic preservation board shall hold a public hearing with notice of the application and the time and place of the hearing as follows:

a. ~~1.~~ *Mailed notice*. At least 14 days prior to a public hearing held pursuant to this section, a courtesy notice of the public hearing on proposed designations shall also be mailed to property owners of record within a 500-foot radius of the proposed historic resource, historic district, archaeological site or zone. Failure to receive such courtesy notice shall not invalidate the same as such notice shall also be published in a newspaper of general circulation in the city and county.

b2. *Notification to general public*. Notice of the public hearing shall be given by publishing notice of the time and place of the public hearing in a newspaper of general circulation in the city and the county at least seven days prior to the date of the hearing.

c3. *Notice Cost.* The cost associated with public notice for public hearings of the Historic Preservation Board shall be burdened on the applicant. In the event of an application for a proposed historic district, the cost for public notice shall be split between consenting property owners within the proposed district. In the event that the City initiates the application, the City may cover the cost of the notice.~~a. The applicant shall be notified at least ten calendar days prior to the meeting.~~

~~b. Any individual or organization requesting such notification and paying any established fees therefor shall be notified by mail at least ten calendar days prior to the hearing.~~

~~c. A courtesy notice shall be mailed to the owner of record for properties within a 500-foot radius of the affected property using addresses as set forth in the most recent copy of the ad valorem real property tax rolls prepared by the county property appraiser. Failure to receive such notice shall not invalidate the same as such notice shall also be published in a newspaper of general circulation in the city and county.~~

~~d. An advertisement shall be placed in a newspaper at least ten calendar days prior to the hearing.~~

2. At the public hearing, the historic preservation board shall approve, deny, or approve with conditions, subject to the acceptance of those conditions by the applicant. The historic preservation board may suspend action on the application for a period not to exceed ~~45~~ 60 days in order to seek technical advice from outside its members or to further meet with the applicant to revise or modify the application.

3. The findings of the historic preservation board shall be mailed to the applicant within ten days of the historic preservation board's decision accompanied by a statement in full regarding the historic preservation board's decision.

4. In the event the historic preservation board denies any completed application, the applicant may appeal the historic preservation board's decision to the city council in the manner provided for in this article.

N. Records. The decision of the historic preservation board shall be issued in writing. Evidence of approval of the application shall be the issuing of a certificate of historic appropriateness by the historic preservation board or the historic preservation officer. Notice in writing of the historic preservation board's decision shall be given to the applicant, the director of the community development department and the city clerk. When an application is denied, the historic preservation board's notice shall provide an adequate written explanation of its decision. The historic preservation board shall keep a written record showing its action on each motion considered.

O. Changes in approved work. Any change in work proposed subsequent to the issuance of a certificate of historic appropriateness shall be reviewed by the historic preservation officer.

1. If the historic preservation officer finds that the proposed change does not materially affect the historic character, or the proposed change is in accord with approved guidelines, standards, and the certificate that was previously approved, the historic preservation officer may approve the change and amend the current certificate of historic appropriateness.

2. If the historic preservation officer finds that the proposed change materially affects the historic character, or the change is not in accordance with guidelines, standards, or the certificate of historic appropriateness previously approved by the historic preservation board, a new certificate of historic appropriateness shall be required. The same time limits, notification procedures and all other procedural requirements shall be met, as the application is considered a new application.

P. Demolition. Demolition of a historic resource shall require a special certificate of historic appropriateness.

1. Review of any certificate of historic appropriateness for demolition shall be in accordance with criteria set forth in this section.

a. The historic preservation board may grant a certificate of historic appropriateness to demolish with a deferred effective date of up to 18 months from the date of the historic preservation board's decision after a public hearing. The effective date shall be determined by the historic preservation board based upon the relative significance of the structure and the probable time required to arrange a possible alternative to demolition. During the demolition deferral period, the historic preservation board may take such steps as it deems necessary to preserve the structure in accordance with the purposes of this article. Such steps may include, but shall not be limited to, consultation with civic groups, public agencies and interested persons, recommendations for acquisition of property by public or private bodies or agencies, and exploration of the possibility of moving one or more structures or other features. After the specified expiration date of the deferred certificate of historic appropriateness, a demolition permit shall be issued if requested by the applicant.

b. No decision of the historic preservation board shall result in undue economic hardship for the property owner. The historic preservation board shall have authority to determine the existence of such hardship in accordance with the provisions established in section 10.05.134 A.

c. The historic preservation board's refusal to grant a certificate of historic appropriateness for the purpose of demolition will be supported within 15 calendar days by a written statement describing the public interest that the historic preservation board seeks to preserve.

d. In connection with any certificate of historic appropriateness for demolition of buildings or improvements, the historic preservation board may encourage the salvage and preservation of building materials or architectural details and

ornaments, fixtures and the like for reuse in restoration of other historic properties.

e. The historic preservation board may also require, at the owner's expense and prior to demolition, the recording of the building for archival purposes by photographs.

2. In addition to all other provisions of this article, the historic preservation board shall consider the following standards in evaluating applications for a certificate of historic appropriateness for demolition of designated sites or buildings within a designated historic district in order to determine their relative significance, and therefore the length of the moratorium:

a. Is the structure of such interest or quality that it would reasonably meet national, state, regional or local criteria for designation as a significant historic or architectural site or structure?

b. Is the structure of such design, craftsmanship or material that it could be reproduced only with great difficulty or expense?

c. Is the structure one of the last remaining examples of its kind in the city, county or region?

d. Does the structure contribute significantly to the historic character of a designated district?

e. Would retention of the structure promote the general welfare of the city by providing an opportunity for study of local history, architecture and design or by developing an understanding of the importance and value of a particular culture and heritage?

f. Are there definite plans for reuse of the property if the proposed demolition is carried out, and what will be the effect of those plans on the character of the surrounding area?

3. Special notice requirements. Notice of application for a certificate of historic appropriateness for demolition shall be posted on the premises of the building, structure or appurtenance proposed for demolition in a location and manner clearly visible from the street. Such notice will be posted within three working days of receipt of the application for demolition by the historic preservation board.

Q. Moving existing structures. An individually designated historic resource may not be relocated without a certificate of historic appropriateness. In considering such certificate, the historic preservation board shall determine whether or not any reasonable alternative is available for preserving the improvement or structure on its original site and whether or not the proposed relocation site is compatible with the historic setting and architectural integrity of the improvement or structure.

R. Removal or destruction of existing landscape features. No certificate of historic appropriateness shall be granted for removal, relocation, concealment or effective destruction by damage of any landscape features or vegetation especially

designated as significant within the boundaries of an individual historic resource or historic district unless one or more of the following conditions exist:

1. The designated landscape feature or site is located in the buildable area or yard area where a structure may be placed and unreasonably restricts the permitted use of the property.

2. The designated vegetation is inappropriate in a historical context or otherwise detracts from the character of a district.

3. The designated vegetation is diseased, injured or in danger of falling and reasonably interferes with utility service, creates unsafe vision clearance or conflicts with other applicable laws and regulations.

4. As a condition for issuance of the certificate of historic appropriateness, the applicant may be required to relocate or replace designated vegetation.

5. The designated vegetation is referenced on the current Florida Exotic Pest Plant List and its removal is required by law.

10.05.1~~3~~4. Administration and enforcement.

A. Undue economic hardship. Undue economic hardship may be considered only after a property has been designated or after an application for approval to alter or demolish a structure has been denied by the historic preservation board. In any instance in which there is a claim of undue economic hardship, the owner shall submit, by affidavit, to the historic preservation board, within ten days after the public hearing at which an application was denied, the following information:

1. For all property.

a. The amount paid for the property, the date of purchase and the party from whom purchased.

b. The assessed value of the land and improvements thereon, according to the two most recent assessments.

c. Real estate taxes for the previous two years.

d. Annual debt service, if any, for the previous two years.

e. All appraisals obtained within the previous two years by the owner or applicant in connection with his/their purchase, financing or ownership of the property.

f. Any listing of the property for sale or rent, price asked and offers received, if any.

g. Any consideration by the owner as to profitable adaptive uses for the property.

h. Estimates for repair using modern materials and, for comparison, estimates for historical reproduction.

2. For income-producing property.

a. Annual gross income from the property for the previous two years;

b. The assessed value of the land and improvements thereon, according to the two most recent assessments;

c. Annual cash flow, if any, for the previous two years; and

d. Itemized operating and maintenance expenses for the previous two years.

3. The historic preservation board may require that an applicant furnish such additional information believed to be relevant in the determination of undue economic hardship and may provide, in appropriate instances, that such additional information be furnished under oath or seal.

4. In the event that any of the required information is not reasonably available to the property owner and cannot be obtained by the property owner, the property owner shall file with his/their affidavit a statement of the information that cannot be obtained and the reasons why such information cannot be reasonably obtained. When such unobtainable information concerns required financial information, the property owner will submit a statement describing estimates that will be as accurate as are feasible

A. *Appeals.*

1. Within 30 calendar days of the rendition of the written decision of the historic preservation board, an aggrieved party may appeal the decision by filing a written notice of appeal, and an appeal fee, if any, as set by the city council from time to time by resolution, payable to the city. The notice of appeal shall state the decision that is being appealed, the grounds for the appeal, and a brief summary of the relief that is sought and shall be filed with the secretary to the historic preservation board. The city council shall conduct a public hearing at which time city council may affirm, modify, or reverse the historic preservation board's decision. The decision of the city council shall constitute final administrative review, and no petition for rehearing or reconsideration shall be considered by the city.

2. Nothing contained herein shall preclude the city council from seeking additional information prior to rendering a final decision. The decision of the city council shall be in writing and a copy of the decision shall be forwarded to the historic preservation board and the appealing party.

B. *Violations.*

1. Violations of this article shall be subject to enforcement by the code enforcement board of the city. Failure by an owner of record or any other individual or private or public entity to comply with any provisions of this article shall constitute a violation hereof and shall be punishable by penalties for each day the violation continues. Any person who carries out or causes to be carried out any work in violation of this article shall also be required to restore the subject improvement, landscape feature or site, either to its appearance prior to the violation or in accordance with a certificate of historic appropriateness approved by the historic preservation board.

2. In addition, a stop work order shall be issued by the building official in any case where work has commenced, or preparation for work has commenced, which requires a certificate of historic appropriateness under this section and where no such certificate has been obtained. The stop work order shall be issued to the property owner, the occupant or any

person, company or corporation commencing work or preparation for work in violation of this section. The stop work order shall remain in full force and effect until a certificate of historic appropriateness has been obtained and posted on the property, or it has been determined by the historic preservation officer that no certificate of historic appropriateness is required.

C. *Incentives.* All properties designated as individual sites shall be eligible, upon application by the owner, for any available financial assistance set aside for historic preservation by the city contingent on the availability of funds and the scope of the project as described in the application.

D. *Notification to division of pending amendments*. The Florida Department of State, Division of Historical Resources, shall be provided with any proposed amendment of this article for review and comment at least 30 days prior to final adoption.

ORDINANCE 2026-__
HISTORICAL PRESERVATION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE, BY AMENDING CHAPTER 10, SECTION 10.05, ENTITLED "CULTURAL AND HISTORIC RESOURCES PROTECTION"; ESTABLISHING REGS FOR PLAN REVIEW, DEVELOPMENT PROJECTS, AND LAND DISTURBANCES; DEFINING CORE PRESERVATION TERMS; SPECIFYING SURVEY REQUIREMENTS FOR LANDS SUBJECT TO CULTURAL INVESTIGATIONS; CREATING A HISTORIC PRESERVATION BOARD AND DEFINING ITS COMPOSITION, POWERS, DUTIES, AND QUORUM REQUIREMENTS; PROVIDING PROCEDURES FOR FORTUITOUS FINDS AND UNMARKED BURIALS; APPOINTING A HISTORIC PRESERVATION OFFICER; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast recognizes that the City's historic, cultural, archaeological, aesthetic, and architectural resources are irreplaceable assets that reflect the diverse history, government, and culture of the City, Flagler County, and the State of Florida; and

WHEREAS, the preservation of these unique historic and cultural resources is essential to fostering civic pride, enriching public education, and promoting the pleasure, welfare, and general quality of life for the residents and visitors of Palm Coast; and

WHEREAS, the City Council desires to establish clear, robust regulatory procedures and protective standards for development plan reviews, land excavations, and historic resources to ensure these physical reminders of the past are protected to the maximum extent feasible; and

WHEREAS, Chapter 267 of the Florida Statutes sets forth the state's public policy regarding historical resources and directs local governments to cooperate in the identification, evaluation, and protection of historic assets; and

WHEREAS, the City Council intends to seek inclusion and status within the National Register of Historic Places Program and the Florida Certified Local Government (CLG) program administered by the Florida Department of State, Division of Historical Resources; and

WHEREAS, matching local policy with the rules of the United States National Historic Preservation Act and Certified Local Government guidelines links federal, state,

and local entities to unlock critical grant funding, preservation awards, and federal tax incentives for local property owners; and

WHEREAS, establishing a dedicated, professionally qualified Historic Preservation Board and appointing a Historic Preservation Officer ensures that Palm Coast handles designations, certificates of historic appropriateness, and historic surveys through precise administrative, legal, and expert channels; and

WHEREAS, the City Council has determined that the adoption of this Ordinance serves a vital public purpose and protects the health, safety, and welfare of the community by preserving its heritage against undocumented destruction or unsympathetic alterations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. AMENDING SECTION 10.05 CULTURAL AND HISTORICAL RESOURCES. Section 10.05 of the Unified Land development shall be amended as attached here to and incorporated herein by reference as Exhibit "A."

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. CONFLICTS. All ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5. SCRIVENER'S ERROR. The City Clerk, after consultation with the City Attorney, is authorized to correct scrivener's errors found by filing a corrected copy of this ordinance in the official records of the City.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Ordinance.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption by the City Council.

APPROVED on first reading this 15th day of September 2026.

ADOPTED on second reading after due public notice and hearing this 20th day of October 2026.

ATTEST: CITY OF PALM COAST

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KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

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MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Chapter 10 - Environmental and Cultural Resources Protection

Exhibit "A"

Chapter 10 - Environmental and Cultural Resources Protection

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Sec. 10.05. Cultural and Historic Resources.

10.05.01. *Purpose and intent*. The purpose of this section is to protect and manage the significant historic, and archaeological resources to the maximum extent feasible, by establishing clear regulatory procedures for plan review, development projects, and protective standards, this section intends to foster civic pride, enrich public education, and preserve physical reminders of the City's diverse history. ~~, by providing procedures for the review of plans and development projects as well as standards for the protection of these important resources.~~

A. In addition, the provisions of this article will assist the city and property owners to be eligible for federal tax incentives, federal and state grant funds and other potential property tax abatement programs for the purpose of furthering historic preservation activities, including but not limited to, F.S. § 193.503, or subsequent statutes, and the National Register of Historic Places Program.

B. It is also the purpose of this article to foster civic pride in the accomplishments of the past, to protect and enhance the city's attraction to visitors, and to promote the use of individual sites and districts for the education, pleasure and welfare of the people of the city.

10.05.02. *Definitions*.

The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this article, except where the context clearly indicates a different meaning:

Adaptive use means the process of converting a building to a use other than that for which it was designed.

Addition means a construction project physically connected to the exterior of a historic building.

Alteration means any changes in structural parts, stairways, type of construction, kind or class of occupancy, light or ventilation, means of ingress or egress, or other changes affecting or regulated by the building code or this regulation, except for minor changes or repairs not involving the aforesaid features.

Archaeological site means a single specific location that has yielded or is likely to yield information on local history or pre-history.

Artifact means any object which is a product of human modification or objects that have been transported to a site by a people.

Board or the historic preservation board means the city historic preservation board as acting in its capacity as a board responsible for the designation and protection of historic property

of the city as required by the Florida certified local government program of the Florida Department of State, Division of Historic Resources.

Building means any structure, temporary or permanent, with a roof supported by columns or walls and intended for the shelter, housing, or enclosure of any individual, animal, process, equipment, goods, or materials of any kind.

Certificate of historic appropriateness means a written document, issued pursuant to this article, permitting specified alterations, demolition, new construction, or other work to a designated historic resource or for a contributing resource within a designated historic district.

Certificate of recognition means a certificate issued by the historic preservation officer recognizing properties designated as historic on the city register of historic places pursuant to this article.

Certified local government means a government satisfying the requirements of the United States National Historic Preservation Act amendments of 1980 (Public Law 96-515) and the implementing of regulations of the U.S. Department of the Interior and the state.

Contributing resource means a building, landscape feature, object, structure or archaeological site or zone that adds to the historic architectural qualities, historic associations, or archaeological values for which a property is significant because:

(1) It was present during the period of significance, it relates to the documented significance of the property and it possesses historic integrity reflecting its character at that time or is capable of yielding important information about the period; or

(2) It independently meets the national register criteria.

Cultural resources means any prehistoric or historic district or building, archaeological site, building, object, or other real or personal property of historical, architectural, or archaeological value and folk life resources. These properties or resources may include, but are not limited to, monuments, memorials, Native American habitations, ceremonial sites, abandoned settlements, sunken or abandoned shops, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the State.

Cultural resources, potentially significant means a cultural resource or archaeological site that may be considered, after further investigation, by the State Historic Preservation Officer to be eligible for the National Register of Historic Places

Cultural resources, protection of means a measures taken to avoid, minimize, or mitigate effects to cultural resources consistent with the provisions of this LDC.

Cultural resources, significant means an archaeological site of prehistoric or historic significance that the State Historic Preservation Officer considers eligible for the National Register of Historic Places.

Demolition means the act or process of wrecking, destroying or removing any building or structure, or any portion thereof.

Department means the city's community development department.

Designated exterior means all outside surfaces of any improvement listed in the designation report a shaving significant value to the historic character of the building or district.

Designation report means a document prepared by the historic preservation officer for all properties and districts that are proposed for local historic designation. The designation report, at a minimum, must include a boundary description of the proposed historic property or district, an evaluation of its historic significance as it relates to the criteria for significance, location map, representative photographs, and physical description of the historic resource.

Earthworks means linear ridges, circular embankments and causeways constructed of earth and/or shell ,as well as their associated borrow pits, and both linear and circular ditches. These are most often associated with other pre-contact features such as mounds or middens, but they may occasionally be encountered in isolation.

Excavation means to make a hole, unearth, scrape, or dig out for the purpose of construction, demolition, or stump/root removal with specific relation to a tree drip line and root system.

Exterior means that portion of a building extending from grade to the top of the roof ridge line or height of the parapet wall, and the entire width of the building elevation; and includes all outside surfaces of a structure.

Facade easement means a binding agreement whereby a property owner pledges to retain intact the exterior of a building and such outbuildings and appurtenances that are relevant to the history or design of the structure.

Historic property means a building, site, structure, or object which is:

(1)Individually listed in the National Register of Historic Places;

(2) A contributing property in a National Register listed historic district;

(3) Designated as a historic property or landmark under the provisions of a local historic preservation ordinance; or

Historic preservation officer means a person appointed by the city manager to serve as the staff to the historic preservation board. That person shall be experienced in and knowledgeable about architectural history, urban design, historic preservation principles, planning and land use regulations.

Historic resource means any site, building, structure, object, landscape feature or other real or personal property of historical, architectural or archaeological value, which resource has been designated as historic on the city register of historic places pursuant to procedures described in this article. The properties may include, but are not limited to, monuments, memorials, habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, artifacts or other objects with intrinsic historical or archaeological value, or any part thereof relating to the history, government or culture of the city, county, the state or the United States of America.

Historic site means the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined or vanished, when the location itself possesses historic, cultural, or archaeological value regardless of the value of any existing resource

Historic survey means the results of a systematic process of identifying significant buildings, sites and structures through visual inspection and research, with the results archived in the Florida Master Site File maintained by the Florida Department of State, Division of Historical Resources.

Improvement means any building, structure, fence, gate, wall, walkway, driveway, park, light fixture, bench, fountain, sign, work of art, earth works, or other manmade objects constituting a physical improvement of real property, or any part of such improvement.

Infill means descriptive of buildings that have been designed and built to replace missing structures or otherwise fill gaps in the streetscape.

Integrity. Any resource proposed for historic designation must retain its historic integrity. Integrity is measured by the retention of location, design, feeling and association. For example, if a building has been subject to unsympathetic alterations that have compromised the quality of its design, it may not be designated. With regard to association, if the property proposed for designation has been moved, or the context of its original use or setting has been compromised, it may not be listed.

Landscape feature means an embellishment to the natural environment by blending manmade or natural materials with plantings in order to improve the outdoor aesthetics of a property. Landscape features, which include decorative planters, stone work, brick work, shall not exceed three feet in height. A Landscape feature, as defined herein is not a fence or wall.

Lot means a parcel, tract, or area of land established by plat, subdivision, or as otherwise permitted by law.

National register of historic places means a federal listing maintained by the United States Department of the Interior of buildings, sites, structures, objects and districts that have met the criteria for significance as determined by the Historic Preservation Act of 1966, as amended.

Noncontributing resource means a building, landscape feature, object, structure or archaeological resource that does not add to the historic architectural qualities, historic associations, or archaeological values for which a property is significant because it was not present during the period of significance, or it does not relate to the documented significance of the property, and/or, due to alterations, disturbances, additions, or other changes, it no longer possesses historic integrity reflecting its character at that time or is incapable of yielding important information about the period, or it does not independently meet the national register criteria. A noncontributing resource shall not be subject to the requirements for a certificate of historic appropriateness.

Opt-out provision means a policy which allows the legal owner of record to decline the historic designation of their property. Their opposition to the local historic designation shall be substantiated by written evidence of their ownership, accompanied by a copy of the form, prepared by the historic preservation officer, which elects the "opt-out" provision.

Ordinary maintenance or repair means any work for which a building permit is not required by law, and where the purpose and effect of such work is to repair damage or to prevent deterioration or decay of a building or structure, or any part thereof, by restoring the building or structure, or any part thereof, as nearly as possible, to its condition prior to the occurrence of such deterioration, damage, or decay. Ordinary maintenance or repair shall not be subject to the requirements for a certificate of historic appropriateness.

Owner means:

(1) As to real property, the fee simple owner as identified in official records of the county.

(2) As to personal property, the owner as supported by an affidavit of ownership.

Preservation means the identification, evaluation, recordation, documentation, analysis, recovery, interpretation, curation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance, or reconstruction of historic properties.

Real property means land and all improvements to the land that generally include only immovable improvements.

Reconstruction means the act or process of reproducing, by means of new construction, the exact form, features, and detail of a non-surviving building, structure or object, or a part thereof, as it appeared at a specific period in time.

Rehabilitation means the act or process of returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use, while preserving those portions or features of the property which are significant to its historical, architectural, and cultural values.

Relocation means the process of physically moving a building, structure, or object to another site. For historic resources, relocation is recommended only when there are no other preservation alternatives, and the destruction of the historic property at its present location is imminent.

Rendition means the date that a written determination is filed in the records of the secretary to the historic preservation board.

Restoration means the act or process of accurately recovering the form, features, and character of a property as it appeared at a particular period of time, which may involve the removal of later additions or alterations, or the replacement of missing features.

Secretary of the Interior's Standards for Rehabilitation means a set of guidelines produced by the United States Department of the Interior that establish professional standards for the sensitive rehabilitation of an historic property. The ten standards generally address design issues which include character defining features; changes which have occurred over the course of the property's history; desirable approaches to the repair of damaged features; appropriate cleaning methods, and design approaches to new construction.

Setting means the physical environment of a historic property. It involves how, not just where, the property is situated and its relationship to surrounding features and open space.

Site improvement includes, but is not limited to, walls, fences, signs, sidewalks, planters, driveways, paving and exterior lighting.

Stabilization means the act or process of applying measures to reestablish weather resistant enclosure and structural stability while maintaining the essential form, as it exists at present.

Structure means anything constructed, installed or portable, the use of which requires a location on a parcel of land, such as buildings, manufactured homes, mobile homes, fences, billboards, swimming pools, poles, pipelines, transmission lines, advertising signs, a gas or liquid storage tank, seawall, bulkhead, revetment, or other man-made facilities or infrastructure.

10.05.03. *Lands not subject to cultural resource survey*. A cultural resource field survey and assessment report is not required for parcels that have undergone a cultural resource investigation, within 5 years from the time of application and the assessment concludes that the land does not contain cultural resources that are considered by the Florida Department of Historical Resources State Historic Preservation Officer to be significant or potentially significant. A copy of correspondence from the state historic preservation officer shall be submitted to the City, verifying that the subject property does not contain significant or potentially significant cultural resources.

A. A cultural resource field survey, assessment report, and historical or archaeological investigation shall not be required for any parcel or lot that is part of a platted subdivision within the City boundaries and recorded with the Clerk of Circuit Court and Comptroller of Flagler County.

10.05.04. *Lands subject to cultural resource assessment survey and other archeological investigation*. A Phase 1 cultural resource investigation shall be accomplished before the issuance of a development order or permit or prior to the commencement of construction activities, or any other physical impact or disturbance of land that:

A. Takes place within a parcel that has not been previously surveyed for cultural resources.

B. Takes place within a parcel that contains a site that is listed in the Florida Master Site File (FMSF) as "significant" or as "potentially eligible " for listing in the National Registered of Historic Places (the criteria by which site significance is measured) or in the City of Palm Coast's protected sites inventory, thus requiring further investigation.

C. Takes place within a recently discovered site deemed significant (NRHP) criteria that has not yet been recorded to the Florida Master Site File or listed in the City of Palm Coast's protected sites inventory. that has not yet been entered into the Florida Master Site File.

D. Takes place on a parcel that has been determined to possibly contain a potential site that can be listed in the Florida Master Site File as determined by the Land Use Administrator.

10.05.05. *Professional qualifications and cultural resource assessment survey requirements*.

A. Professional qualification. Cultural resource professionals are certified archaeologists that meet the qualification in "The Secretary of the Interior's Historic Preservation Professional Qualification Standards" (Federal Register Vol. 62, No. 119, p. 33707).

B. Cultural resources assessment survey. Cultural resource assessment surveys and related reports shall follow the guidelines of the Florida Division of Historical Resources, Department of State, Guidelines for Cultural Resource Assessment Survey (CRAS) and Archaeological Investigations outlined in Florida Division of Historical Resource Module 3, as amended, shall be followed; reporting of CRAS surveys shall follow DHR Chapter 1A-46 (Archaeological and Historical Report Standards and Guidelines), as amended, and the requirements of all applicable Florida Statutes. The SHPO reviews the referenced project in accordance with Chapter 267 and 373, Florida Statutes, and implementing state regulations, for possible effects on historic properties listed, or eligible for listing, in the National Register of Historic Places, or otherwise historical, architectural, or archeological value. Prior to the issuance of a development order or permit, or prior to the commencement of

construction activities, a copy of a survey clearance letter issued by the Compliance Review Section, Division of Historical Resources, or other documentation of authorization by the State Historic Preservation Officer, shall be submitted to the City. Management recommendations regarding the protection, preservation, or mitigation of impact of historical or archaeological sites, in concurrence with the Division of Historical Resources should be followed. In addition, copies of Florida Master Site File forms generated during the cultural resource assessment study for the Division of Historical Resources shall be submitted to the City for their records. All Florida Master Site File forms generated for a City of Palm Coast LDC permit-required cultural resource assessment survey, or any other type of archaeological work shall be submitted to the Florida Master Site File, Division of Historical Resources, by a COPC official Historical Preservation Officer. In some cases (to be determined by a COPC official) An initial site investigation may be utilized to determine cultural resource site probability for lands requiring a cultural resource investigation as approved by a certified archaeologist utilizing necessary criteria in accordance with state law to determine cultural recourse site probabilities. Said criteria include, but are not limited to, Florida Master Site File, historical information (historic map review), soil types, and elevations, and proximity of the subject property to freshwater drainages such as rivers and creeks, coastal estuaries (Intracoastal Waterway) and subsistence-related natural resources. The Land Use Administrator may waive a Cultural Resources Assessment Survey if a Registered Professional Archaeologist (RPA) provides a certified written determination confirming any of the following::

1. A determination that subject property has a low probability of yielding cultural resources.

2. A determination that proposed development activities will have no effect on cultural resources listed or eligible for listing in the National Register of Historic Places.

3. A determination that proposed development activities will have no effect on cultural resource value under federal and state requirements.

10.05.06. *Fortuitous finds and unmarked human burials*. The following requirements apply to all building construction or alteration, or land alteration activities:

A. Evidence of the existence of cultural resources. If evidence of the existence of cultural resources is discovered or observed at development sites or during development activities after final approval, permits, or issuances of development orders, all work shall cease in the area of effect. The developer, owner, contractor, or agent thereof shall immediately notify a professional archaeologist and the City. Examples of such evidence include whole or fragmentary stone tools, shell tools, indigenous or historic pottery, bone tools, historic structures building foundations, burial shell mounds, shell middens, sand mounds or other types of prehistoric mounded architecture. A certified professional archaeologist selected and hired by the applicant, shall assess the significance of the finds and, if warranted, notify the Florida Division of Historical Resources/State Historic Preservation Office in accordance with federal and state requirements. A report or letter shall be submitted to the City from a professional archaeologist and, if warranted, a copy of a clearance letter from the State Historic Preservation Officer indicating that the proposed development will have no effect on cultural resources listed or eligible for listing in the National Register of Historic Places, or otherwise of historical, architectural, or archaeological value.

B. Discovery of human skeletal remains. In the event that unmarked human remains are encountered during permitted activities it shall be reported to the City immediately, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. During archaeological investigations, if a site is determined to contain unmarked human burials and/or human skeletal remains, by procedure these will be brought to the attention of a District Medical Examiner, if it was determined that the burial(s) represent an individual (or individuals) who had been dead less than 75 years, or to the attention of the State Archaeologist in the case that the remains were determined to be older than 75 years. If a site is determined to be a prehistoric indigenous site, all work will be done in coordination with the State Archaeologist (Florida Division of Historical Resources) who will make a final determination of adverse effect through the authority of their respective jurisdiction as defined by Florida Statutes. Procedures outlined in Chapter 872.05, Florida Statutes, will be followed regarding site mitigation and reporting, this through the authority and direction of the State Archaeologist and, if necessary, the District Medical Examiner. In some cases, the State Historic Preservation Office will make the determination to seek the consultation and review comments by the Tribal Historic Preservation Office (THPO)/Seminole Tribe of Florida (STOF).

10.05.07. *Appointment; duties of historic preservation officer.*

The historic preservation program provided for in this article shall be assigned to the community development department of the city but such assignment may be altered from time to time as determined by the City Manager. The City Manager shall appoint a person to serve as historic preservation officer to assist the historic preservation board. The appointee shall be experienced with, and knowledgeable in, architectural history, urban design, local history, landscape materials, site planning and land use regulations. The historic preservation officer shall:

A. Schedule meetings of the historic preservation board, prepare agendas for the historic preservation board meetings, and ensure that proper notice is given to the public for all regular and special historic preservation board meetings and hearings.

B. Prepare local historic designation reports and make recommendations to the historic preservation board as to whether or not they meet the designation criteria established in section 10.05.10.

C. Prepare and review National Register of Historic Places nominations.

D. Provide advice to applicants for certificates of appropriateness regarding the standards and guidelines incorporated within the Secretary of the Interior's Standards.

E. Serve as a resource to applicants concerning the criteria as well as the process and procedures for the designation of historic resources, historic districts, archaeological sites and zones.

F. Review completed applications for a certificate of historic appropriateness for a designated historic resource or for contributing properties within an historic district; provide any necessary field checks of the site; and make approval/denial recommendations to the historic preservation board.

G. Maintain and update an official inventory that includes photographs and maps for all officially designated historic resources, districts, archaeological sites and zones listed in the city register of historic places.

H. Prior to issuance of any building permits, review all final development plans for designated historic resources and historic districts for their compliance with terms and conditions of the approved certificate of historic appropriateness, as applicable.

I. Issue all certificates of recognition for designated historic resources.

J. Issue all approved certificates of appropriateness for designated historic resources and for properties within historic districts.

K. Coordinate with other city departments, public agencies and private groups, and the general public, as required, to provide a continuing effort to protect and preserve significant elements of the manmade and the natural environment through public education and encouragement of preservation policies.

L. Serve as the certified local government coordinator between the historic preservation board and the Division of Historical Resources, Florida Department of State.

M. Promote the awareness of historic preservation and its community benefits to the general public and to school children through promotional materials, guidebooks, tours, informational brochures, educational tools, workshops, lectures, and presentations.

N. Apply for preservation awards and grants.

O. Participate in other preservation programs, as appropriate.

P. Submit a preliminary application for historic designation pursuant to the direction of the historic preservation board.

10.05.08. *Historic Preservation Board.*

A. Creation. There is hereby created the city historic preservation board, referred to in this section as the board, as an agency of the city government in and for the city. The board is hereby vested with the power, authority, and jurisdiction to inventory, designate, certify, regulate, and manage historic resources in the city as provided for in this section.

B. The historic preservation board shall consist of five members and two alternates, appointed by the city council.

C. Alternate members may attend complete board meetings regardless of whether a quorum of regular members is seated. Alternate members may always participate in board deliberations and debate, but they may make motions and vote only in the absence or voting disqualification of a regular member or the vacancy in a regular member's seat. In the event that four regular members are present and voting and two alternate members are present, the alternate member who may vote and make motions is the alternate member who has served on the board for the longest period of time, regardless of whether said service is interrupted.

D. As a participant in the Florida certified local government program as declared by the Florida Department of State, Division of Historical Resources, appointments to the historic preservation board shall be made based upon a reasonable effort to appoint members who are residents of the city from the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, landscape architecture, real estate, general contracting or building contracting. Lay persons who are residents, owners of property located within the city and individuals engaged in business within the city may make up the balance of the membership in the event that there are not enough qualified and eligible residents, provided the individual has demonstrated special interest, experience or knowledge in history, architecture, or a related discipline. The term "engaged in business" shall mean owning a business or serving as an officer or director of a corporation or other business entity so engaged.

E. Terms. In soliciting applications for the initial appointees, three of the sfive regular member positions shall be for a three-year term and the remaining two regular member positions shall be for a two-year term. One of the alternate positions shall be for a two-year term and the other alternate position shall be for a one-year term. Members shall be eligible for reappointment in accordance with Sec. 2-2 (a)(1), *City of Palm Coast Code of Ordinances*. All appointments after the historic preservation review board is first established shall be for a three-year term.

F. Compensation. The members of the historic preservation board shall serve without compensation or honorarium.

G. The presence at a meeting of three regular or alternate members of the historic preservation board constitutes a quorum. The affirmative vote of a majority of the regular and alternate board members present and voting is necessary for the adoption of any motion.

H. The historic and preservation board shall schedule a minimum of four regular meetings per year.

I. An individual from city staff shall serve as recording secretary to the board and that individual shall be charged with maintaining board records in accordance with established city policies.

J. An individual shall be appointed by the city manager to serve as historic preservation officer to the board on behalf of the city, as prescribed by section 10.05.07.

K. In its capacity as the designated historic preservation board, the board is hereby vested with the power, authority and jurisdiction on a city-wide basis to recommend local historic designations, regulate and administer historical, cultural, archaeological and architectural resources in the city as prescribed by Section 10.05 under the direct jurisdiction and legislative control of the city council.

10.05.09. *Duties of the Board.*

The historic preservation board, in addition to such other powers, duties, and authority as may be set forth elsewhere in this Code or in any other ordinance of the city, shall have the following powers and duties:

A. Ensure the maintenance and updating of the files from any previous historic survey within the city for the purpose of identifying those resources, districts and sites and zones of special historic, aesthetic, architectural, archaeological, cultural, or social value or interest. The historic preservation board shall ensure improvement and expansion of the survey with additional sites, documentary information, oral histories, and other such materials as may become available; and shall periodically re-evaluate the survey to determine whether changing times and values warrant recognition of new or different areas of significance.

B. Recommend to the city council properties for designation as historic resources, historic districts, archaeological sites and zones on the city register of historic places and monitor the administration and up keep of the local register of historic resources and historic districts.

C. Participate in the national register program in the state to the greatest possible extent, as defined by the Historic Preservation Act of 1966, as amended, and regulations and rules drafted pursuant to that Act by the National Park Service and the Florida State Bureau of Historic Preservation.

D. Serve as a quasi-judicial instrument to approve or deny special certificates of appropriateness pursuant to this Code.

E. Recommend to the appropriate bodies that certain provisions of the city's codes be amended, varied, waived, or superseded when appropriate as a means of encouraging historic preservation.

F. Develop, establish and regulate guidelines concerning contemporaneous architectural styles, building materials and so forth for historic resources and within historic districts that will supplement the Secretary of the Interior's Standards. Such guidelines will be subject to review by the planning and zoning board, and will be subject to approval by the city council.

G. Make recommendations to the city council about facade easements and the imposition of other restrictions.

H. Maintain an inventory of historically or archaeologically significant resources, districts, sites or zones within the city. All inventory materials shall be compatible with the Florida Master Site File. Inventory materials shall be available to the public upon request, and copies of inventory materials, as permitted by law, regulation or statute, shall be provided to the Florida Bureau of Historic Preservation.

I. Increase public awareness of the value of historic preservation by developing and participating in public information programs.

J. Make recommendations to the city council concerning the utilization of grants, donations, and/or city funds to promote the preservation and conservation of historically and/or aesthetically significant archaeological sites and zones, historic resources and historic districts.

K. Evaluate, comment upon and make recommendations to the city council concerning the deliberations and decisions of other public agencies affecting the physical

development and appearance of historically and aesthetically significant archaeological sites, archaeological zones, historic resources, and historic districts.

L. Contact public and private organizations, businesses and individuals to endeavor to arrange agreements to help ensure the conservation and preservation of historically and aesthetically significant resources, buildings, structures, and districts for which demolition or destruction is proposed.

M. In the name of the city, and only with the express approval of the city council, seek, apply for, solicit, receive and expend any federal, state or private grant, gift or bequest of any funding, property, or interest in property to further the purposes of historic and heritage conservation and preservation. Acceptance of any loans, grants, bequests, gifts or revenues from sources other than fees must be approved by the city council.

N. Create and approve standardized historic markers and plaques and issue recognition to designated historic resources and historic districts within the city.

O. In its capacity as the historic preservation board, provide recommendations to city council, the planning and zoning board, and projects subject to architectural review as appropriate, that relate to historic preservation in order to ensure its place as an integral and ongoing part of all city planning and zoning codes, the city land use plan, and any comprehensive use planning required by the state.

P. Advise the city council on all matters related to the use, administration and maintenance of city owned designated historic resources and historic districts.

Q. Recommend to city council, as appropriate, that city council adopt an ordinance allowing ad valorem tax exemptions to historic properties subject to the requirements of this article and F.S. § 196.1997.

R. Recommend to city council, as appropriate, that city council adopt an ordinance providing for the assessment of historic properties that are used for commercial or certain non profit purposes, as provided for by F.S. § 193.503.

S. Comply with the requirements of the State of Florida's Division of Historical Resources Certified Local Government Program.

T. Execute any other functions that may be approved by ordinance or resolution of the city council.

10.05.10. *Designation process and procedure.*

A. *Design and construction criteria*. Consistent with the criteria established by the National Register of Historic Places, the historic preservation board shall recommend for designation on the city register of historic places as individual historic resources, historic districts, archaeological sites and zones, those places, buildings, structures, objects, landscape features, archaeological sites, archaeological zones, and other improvements that are significant in the city's history, architecture, archaeology and culture, and that possess integrity of location, design, setting, materials, workmanship or association; and that meet one or more of the following criteria:

1. Is associated with events that have made significant contributions to the pattern of history in the community, the county, the state or the nation. In order to justify eligibility for a property under the "events" criterion, the property must have an important association with the event or historic trend, and retain its historic integrity. Examples of properties associated with events could be the site of a battle, the building in which an important invention was developed; or an archaeological site at which a major new aspect of prehistory was discovered, such as the first evidence of man and extinct pleistocene animals being contemporaneous. Properties associated with a pattern of events could include a trail associated with migration; a railroad station that served as the focus of a community's transportation system and commerce; a building used by an important social organization, or a downtown district representing a town's growth as the commercial focus of the surrounding area.

2. Recognizes the quality of design and construction and embodies the distinctive characteristics of an architectural type, period, style or method of construction; or the work of a prominent designer or builder; or contains elements of design, detail, materials, or craftsmanship of outstanding quality; or that represents a significant innovation or adaptation to the local state environment; or represents a distinguishable entity whose components may lack individual distinction. In order to justify eligibility for a property under the "design and construction" criterion, the property must physically convey the qualities for which it is nominated. Distinctive characteristics refer to the physical features or traits that commonly recur in individual types, periods or methods of construction. Characteristics may be expressed in terms such as form, proportion, structure, plan, style or materials. They can be general, referring to ideas of design and construction such as basic plan or form, or they can be specific, referring to precise ways of combining particular kinds of materials. Properties associated with design and construction could include a residence or commercial building representing a significant style of architecture; a movie theater embodying high artistic value in its decorative features, or a bridge representing technological advances.

3. Has yielded, or is likely to yield, historical or pre-historical information. In order to justify eligibility under the "information potential" criterion, the property must have, or have had, information to contribute to our understanding of human history or pre-history, and the information must be considered important. The site must retain the ability to convey its association as the repository of important information, the location of historic events, or the representation of important trends.

4. Is listed in the National Register of Historic Places as established by the National Historic Preservation Act of 1966 (as amended).

5. Is a part of or related to a landscape, park, environmental feature or other distinctive area, and should be developed or preserved according to a plan based upon a historical, cultural, or architectural motif; or because of its prominent or spatial location, contrast of siting, age, or scale is an easily identifiable visual feature of a neighborhood or the city and contributes to the distinctive quality of such neighborhood or the city.

B. Procedures for historic designation. The historic preservation board shall review all applications for designation of properties as historic resources, historic districts, and archaeological sites and zones, according to the following procedures:

1. *Individual designation as historic resource.*

a. *Application.* The owner of any property in the city or the historic preservation officer may petition the historic preservation board for designation of the property as an individual resource by submitting an application for historic designation to the historic preservation board. An owner's application for designation of a property as a historic resource will not be deemed complete without the written and notarized consent of all owners of the subject property. The historic preservation board is empowered to initiate the designation process pursuant to this section by directing the historic preservation officer to prepare and submit a preliminary application to the board regarding a particular property.

b. *Owner consent required.* No property, site, building, structure, object, landscape feature or other real or personal property will be designated as a historic resource without the written consent of the property owners. The owner's consent shall be recorded in the official records of the county. If all owners of the subject property do not consent to designation of the subject property as a historic resource, then the board must deny the petition as submitted.

c. *Board preliminary review.* After the historic preservation board's preliminary review of the application, the owner consent and any additional relevant information, the board shall determine whether the historic preservation officer will prepare a designation report in accordance with this section.

2. *Historic district designation.*

a. Preliminary interest. Upon the direction of the historic preservation board, the historic preservation officer will research properties and ownership to define the boundaries of a proposed historic district and will prepare a designation report, all in accordance with this section.

b. Boundaries of the historic district. In the case of an historic district, a process will be accomplished to determine the level of owner support for the designation. The historic preservation officer will compile a complete list of the potentially "contributing" and "noncontributing" properties to be included within the proposed historic district.

1. The historic preservation officer will compile a complete list of the potentially "contributing" and "noncontributing" properties to be included within the proposed historic district.

2. The historic preservation officer or his designee shall hold a public workshop to determine the support of the property owners in the proposed district. Notice of the public workshop shall be mailed to all owners of record (as determined by the most current county tax rolls), by certified mail.

3. No historic district may be created unless at least 50 percent of the lots in the proposed district reflect a contributing resource within the historic district. In the event a contributing resource within a designated historic district is deemed noncontributing after designation, such change in status of

the individual property shall not require a change to the boundaries of a designated historic district.

4. No property, site, building, structure, object, landscape feature or other real or personal property will be designated as a contributing resource in the historic district without the written and notarized consent of the owners of the contributing resource. If all owners of the subject property do not consent to designation of the subject property as a contributing resource, then the board may include the subject property as a noncontributing resource within the historic district, but may not include the subject property as a contributing resource within the historic district. Property owner consent is not required to include a property as noncontributing within a designated historic district.

c. If more than 50 percent of the lots within a proposed historic district include contributing resources, the historic preservation officer shall submit a petition for designation as a historic district and a supporting designation report to the historic preservation board.

3. *Designation reports*. Prior to the designation of an individual resource, a historic district, an archaeological site or zone, an investigation and designation report must be prepared by the historic preservation officer and filed with the historic preservation board. The designation report shall not be prepared without the consent of the historic preservation board. All designation reports must address the following:

a. Legal description, parcel identification number and tax account number of each property.

b. Historical, cultural, architectural or archaeological significance of the property and how the property fulfills the criteria for designation.

c. Boundaries for individual historic resources and archaeological sites and a recommendation of boundaries for historic districts and archaeological zones. When a district is recommended, the report must identify those properties that are not historically or architecturally contributing to the district. The properties identified as noncontributing shall not be subject to the requirements of the certificate of historical appropriateness process. District boundaries shall be drawn to encompass, but not exceed, the extent of the significant resources and land areas comprising the property. For example, in defining the boundaries for a residence, the boundary should be drawn so that it incorporates the footprint of the building as well as the yard, as the green space acknowledges the setting and context of the property. Buffer zones or acreage not directly contributing to the significance of the property shall not be included for purposes of identifying individual historic resources or contributing resources in a historic district.

d. Current conditions. All reports shall be based on the existing conditions of the property, and shall address whether or not the historic integrity of the property has been maintained.

e. Location map. The report shall also contain a location map and photographs of all exterior surfaces and interior if applicable.

f. Optional designation of interiors. Normally interior spaces shall not be subject to regulation under this section. However, in cases of existing structures having exceptional architectural, artistic or historical importance, interior spaces that are normally open to the public may be specifically designated. The designation report shall describe precisely those features subject to review.

4. *Other relevant information*. The historic preservation officer or their designee shall provide the historic preservation board with evidence of the required notices of the public hearing, evidence of the required owner consent, and other relevant information not otherwise included in the designation report.

5. Public hearing. For each historic resource, historic district, archaeological site and zone proposed for designation, where the required consent of the contributing property owner has been established and the designation report has been completed, a public hearing shall be held by the historic preservation board to determine the eligibility of the property for designation on the city register of historic places. All interested persons shall be given an opportunity to be heard at the public hearing on the proposed designation.

C. *Procedures for notifications and hearings on proposed designations*. The notice of public hearing, provided pursuant to this section, shall serve as notification of the intent of the historic preservation board to consider designation of the subject property as historic on city register of historic places.

1. *Mailed notice*. At least 14 days prior to a public hearing held pursuant to this section, a courtesy notice of the public hearing on proposed designations shall also be mailed to property owners of record within a 500-foot radius of the proposed historic resource, historic district, archaeological site or zone. Failure to receive such courtesy notice shall not invalidate the same as such notice shall also be published in a newspaper of general circulation in the city and county.

2. *Notification to general public*. Notice of the public hearing shall be given by publishing notice of the time and place of the public hearing in a newspaper of general circulation in the city and the county at least seven days prior to the date of the hearing.

3. *Notice Cost.* The cost associated with public notice for public hearings of the Historic Preservation Board shall be burdened on the applicant. In the event of an application for a proposed historic district, the cost for public notice shall be split between consenting property owners within the proposed district. In the event that the City initiates the application, the City may cover the cost of the notice.

D. *Decision of the historic preservation board.* The historic preservation board shall make its decision to approve, deny or amend the proposed designation on the city register of historic places at the public hearing. It may also continue the matter for additional information or cause. Should the historic preservation board recommend the historic resource as eligible for designation pursuant to the criteria set forth in section 10.05.10 (a) and provided the owners consent as required by this section, the recommendation shall be forwarded promptly to the city council for final consideration. Failure of the city council to act on the recommendation of the historic preservation board within 180 days shall be deemed a denial by city council of the proposed historic designation.

E. City council actions. The city council shall either approve, deny or approve with conditions the designation on the city register of historic places, and shall designate pursuant to the criteria set forth in subsection A or B of this section the property by resolution. The following parties shall be notified of its actions with a copy of the resolution:

1. All affected city departments;

2. The city clerk, who shall record such resolution in the official records of the county;

3. Owner of the affected property and other parties having an interest in the property, if known; and

4. Appropriate county and state official as per the requirements for certified local governments.

F. *Amendment or rescission*. Subject to the same procedures used in the original designation of the city register of historic places, as amended from time to time, the city council may amend or rescind any designation provided:

1. The property fails to comply with the criteria set forth in subsection A or B of this section;

2. At the time of the designation on the city register of historic places, all owners of the subject individual resource did not consent to such designation; or

3. At the time of the designation on the city register of historic places, all owners of the particular designated contributing resource in a historic district did not consent to such designation as a contributing resource, except that such shall not require modification to the boundaries of the designated historic district such that the subject resource shall be deemed a noncontributing resource within such district.

G. Appeal of designation. A party aggrieved by a designation decision may appeal such decision to the city council in the manner provided for in this article.

10.05.11. *Nomination to the national register of historic places.*

A. The historic preservation board complements the Florida National Register Review Board in the review of proposed nominations to the national register. National Register nomination proposals located in the city will be reviewed by the historic preservation board. The historic preservation board will develop or receive the documentation necessary to nominate properties to the national register. The board shall evaluate nomination proposals received for completeness in a timely manner. Should the nomination proposal not be technically complete, the board shall notify the proposal's sponsor in writing, identifying the technical deficiencies, within 30 days after receipt of the nomination proposal. If the nomination proposal is technically complete, the board shall place the item on its agenda for the next meeting or, should notification provisions outlined below make this impossible, for the earliest possible regular meeting.

B. Nomination proposals shall be considered by the historic preservation board at a public meeting, and all votes on nomination proposals shall be recorded and made a part of the minutes. All nomination proposals shall be forwarded, with a record of official action taken by the board , to the state historic preservation officer within 30 days after the historic preservation board meeting at which they were considered.

C. Any person or organization which supports or opposes the nomination of a property to the national register shall be afforded the opportunity to make their views known in writing. All such correspondence regarding a nomination proposal shall become part of the permanent record concerning that proposal and shall be forwarded with approved proposals to the state historic preservation officer. In the case of disapproved nomination proposals, letters of support or comment shall be made a part of the permanent record concerning that proposal, and a list of such letters shall accompany the official copy of the disapproved nomination proposal when it is forwarded to the state historic preservation officer.

D. Nomination proposals to be considered by the historic preservation board shall be on file at city hall for at least 30 days but not more than 75 days prior to the board meeting at which they will be considered. A copy shall be made available when requested by the public and shall be made available at a location of reasonable local public access so that written comments regarding a nomination proposal can be prepared.

E. Historic preservation board review and notification procedures do not apply when a federal agency nominates a property under its ownership or control. The board is encouraged to coordinate with federal agencies to the extent practical in the consideration of such nominations.

10.05.12. Certificate of historic appropriateness

A. Regarding any architectural features, landscape features, or site improvements, no property, site, building, structure, object, landscape feature or other real property within the city which has been designated as historic on the city register of historic places may be erected, altered, restored, rehabilitated, renovated, excavated, relocated, or demolished until a certificate of historic appropriateness has been approved under the procedures in this article. Ordinary maintenance or repair, as defined by this article, does not require a certificate of historic appropriateness. Architectural features shall include, but not be limited to, the architectural style, scale, massing, siting, general design and general arrangement of the exterior of the building or structure, including the type, style and material and color of roofs, windows, doors, siding, masonry, porches, storefronts and other architectural features.

B. Procedure. All applications for required certificates of historic appropriateness shall be reviewed according to the procedures set forth in this section. The standard certificate of historic appropriateness is issued by either the historic preservation officer or the historic preservation board. The special certificate of historic appropriateness is issued by the historic preservation board.

C. Regulated work items.

1. For each of the regulated work items set forth below affecting architectural features, landscape features, or site improvements designated as historic on the city register of historic places, the following applies:

a. Ordinary maintenance. If the regulated work constitutes ordinary maintenance or repair, as defined in this chapter, the regulated work may be done without a certificate of historic appropriateness.

b. Standard certificate of historic appropriateness. A standard certificate of historic appropriateness is required for work that does not constitute ordinary maintenance or repair and is deemed to have a minimal impact to the subject historic resource such that the work will result in the preservation of the original appearance and will meet the Secretary of the Interior's Standards for Rehabilitation and the applicable specific design guidelines on file in the community development department. Examples of work that may be considered to have minimal impact could include minor alterations to the rear of a historic structure that is not visible from the public right-of-way or the construction of a deck to the rear of a historic structure that does not obscure architectural features and that is easily removable.

c. Special certificate of historic appropriateness. A special certificate of historic appropriateness is required for work that does not constitute ordinary maintenance or repair and is deemed to have more than a minimal impact to the subject historic resource.

2. Regulated work. The following are regulated work items:

a. Abrasive cleaning. Cleaning of exterior walls by blasting with abrasive materials.

b. Awnings or canopies. Installation, modification or removal of awnings or canopies.

c. Decks. Installation, modification or removal of all decks located above the first-floor level and located on the front of the structure.

d. Exterior doors and door frames. Installation of an exterior door or door frame, or the infill of an existing door opening.

e. Exterior walls. Installation, modification or removal of any exterior wall, including the enclosure of any porch or other outdoor area.

f. Exterior architectural details and exterior materials. Installation, modification or removal of any exterior architectural details and exterior materials.

g. Fencing. The installation, modification or relocation of wood, chain link, masonry (garden walls) or wrought iron fencing, or the removal of masonry (garden walls) or wrought iron fencing.

h. Fire escapes, exterior stairs and ramps for the handicapped. The installation or removal of all fire escapes, exterior stairs or ramps.

i. New structures and new parking lots.

j. Painting. Painting unpainted masonry, including stone, brick, terracotta and concrete.

k. Porch fixtures. Installation, modification or removal of railings or other wood, wrought iron or masonry detailing.

l. Roofs. Installation of new materials, or removal of existing materials.

m. Security grilles. Installation or removal of security grilles, except that in no case shall permission to install such grilles be completely denied.

n. Siding. Installation of new materials, or removal of existing materials.

o. Skylights. Installation or removal of skylights.

p. Screen windows and doors. Installation of screen windows or screen doors.

q. Windows and window frames. Installation of a window or window frame or the infill of an existing window opening.

D. A required certificate of historic appropriateness shall be considered prerequisite to the issuance of any other permits required by law or this Code. The issuance of a certificate of historic appropriateness shall not relieve the applicant from obtaining other permits or approvals required by the city or any other government agency having jurisdiction. A building permit or other city permit shall be invalid if it is obtained without a certificate of historic appropriateness required for the proposed work.

E. Landscape features and site improvements will include, but not be limited to, individual plants, such as a specimen tree, or groups of plants, such as a hedge, allee, agricultural field, planting bed, or naturally occurring plant community or habitat, walls, fences, signs, sidewalks, planters, driveways, paving and exterior lighting.

F. No certificate of historic appropriateness will be approved unless the architectural plan for said construction, reconstruction, relocation, alteration, excavation, restoration, rehabilitation, renovation, or demolition is approved by the historic preservation board or the historic preservation officer, as provided in this section.

G. Relocation of a building or structure will include, but not be limited to, moving a building or structure into or within or out of the city and will require the same review procedures as described in this section. Relocation of historic buildings and structures to other sites will not take place unless it is shown that their preservation on their existing or original sites is not consistent with the purposes of this article or would cause undue hardship to the property owner.

H. Forms and fees. Applications for certificates of appropriateness must be made on forms provided by the historic preservation officer and must be submitted with a fee, payable to the city.

I. Pre-application conference. Before submitting an application for a certificate of historic appropriateness, an applicant may confer, at such applicant's election, with

the historic preservation officer to obtain information and guidance before entering into binding commitments or incurring substantial expense in the preparation of plans, surveys, and historic data. The purpose of such conference is to further discuss and clarify preservation objectives and design guidelines. In no case, however, shall any statement or representation made prior to completion of official application review be binding on the city.

J. Guidelines for review and issuance.

1. In addition to adopted resource-specific design guidelines, the U.S. Secretary of the Interior's Standards for Rehabilitation are hereby adopted as the standards by which applications for any certificate of historic appropriateness are to be measured and evaluated. In adopting these guidelines, it is the intent of this article to promote the proper maintenance, restoration, preservation, rehabilitation, or reconstruction appropriate to the property, and compatible contemporary designs, that are harmonious with the exterior architectural and landscape features of neighboring buildings, and streetscapes. The salient points of these standards are as follows:

a. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

b. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

c. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

d. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
e. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be retained and preserved.

f. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

g. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

h. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

i. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

j. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

K. Scope of review and general design considerations. The review of the exterior architectural features will include:

1. The architectural style, scale, massing, siting and the general arrangement of the structure's exterior including:

a. The type and texture of building material;

b. The type, style and materials of roofs, windows, doors, siding, and signs;

c. Prominent architectural features such as porches, balconies, dormers, storefronts, and other important elements that comprise the overall design; and

d. The collective composition of these elements.

2. In considering proposals for alterations to the exterior of historic buildings and structures and in applying development and preservation standards, the documented, original design of the building may be considered, among other factors.

3. Demolition of historic resources or contributing resources within historic sites, archaeological sites, archaeological zones, buildings, structures, improvements, and appurtenances designated as historic on the city register of historic places shall be regulated by the historic preservation board.

L. Standard certificate of historic appropriateness. The historic preservation officer reviews and issues standard certificates of appropriateness, subject to guidelines for review and issuance set forth in subsection J of this section. Within ten business days from the receipt of a complete application, the historic preservation officer shall approve or deny the application. The findings of the historic preservation officer shall be mailed to the applicant, accompanied by a statement that explains the officer's decisions. The applicant shall have the opportunity to challenge the officer's decision by applying for a special certificate of historic appropriateness within 30 days of the officer's findings. Further, the applicant may initially request that his application be classified as a special certificate of historic appropriateness so that the historic preservation board will consider it. A standard certificate of historic appropriateness shall be effective for a period of one year from the date of approval. After one year, the applicant must reapply for a new certificate of historic appropriateness and will be subject to any changes in the historic preservation board's design guidelines that took effect during the intervening period.

M. Special certificate of historic appropriateness. The historic preservation board reviews and issues special certificates of appropriateness, subject to guidelines for

review and issuance set forth in this section. A special certificate of historic appropriateness shall be effective for a period of one year from the date of approval. After one year, the applicant must reapply for a new certificate of historic appropriateness and will be subject to any changes in the historic preservation board's design guidelines that took effect during the intervening period. When the action proposed involves a special certificate of historic appropriateness, the following procedures shall govern:

1. Public hearing. Upon receipt of a completed application, the historic preservation officer will schedule the application at the next available historic preservation board public hearing. The historic preservation board shall hold a public hearing with notice of the application and the time and place of the hearing as follows:

a. *Mailed notice*. At least 14 days prior to a public hearing held pursuant to this section, a courtesy notice of the public hearing on proposed designations shall also be mailed to property owners of record within a 500-foot radius of the proposed historic resource, historic district, archaeological site or zone. Failure to receive such courtesy notice shall not invalidate the same as such notice shall also be published in a newspaper of general circulation in the city and county.

b. *Notification to general public*. Notice of the public hearing shall be given by publishing notice of the time and place of the public hearing in a newspaper of general circulation in the city and the county at least seven days prior to the date of the hearing.

c. *Notice Cost.* The cost associated with public notice for public hearings of the Historic Preservation Board shall be burdened on the applicant. In the event of an application for a proposed historic district, the cost for public notice shall be split between consenting property owners within the proposed district. In the event that the City initiates the application, the City may cover the cost of the notice.

2. At the public hearing, the historic preservation board shall approve, deny, or approve with conditions, subject to the acceptance of those conditions by the applicant. The historic preservation board may suspend action on the application for a period not to exceed 60 days in order to seek technical advice from outside its members or to further meet with the applicant to revise or modify the application.

3. The findings of the historic preservation board shall be mailed to the applicant within ten days of the historic preservation board's decision accompanied by a statement in full regarding the historic preservation board's decision.

4. In the event the historic preservation board denies any completed application, the applicant may appeal the historic preservation board's decision to the city council in the manner provided for in this article.

N. Records. The decision of the historic preservation board shall be issued in writing. Evidence of approval of the application shall be the issuing of a certificate of historic appropriateness by the historic preservation board or the historic preservation officer. Notice in writing of the historic preservation board's decision

shall be given to the applicant, the director of the community development department and the city clerk. When an application is denied, the historic preservation board's notice shall provide an adequate written explanation of its decision. The historic preservation board shall keep a written record showing its action on each motion considered.

O. Changes in approved work. Any change in work proposed subsequent to the issuance of a certificate of historic appropriateness shall be reviewed by the historic preservation officer.

1. If the historic preservation officer finds that the proposed change does not materially affect the historic character, or the proposed change is in accord with approved guidelines, standards, and the certificate that was previously approved, the historic preservation officer may approve the change and amend the current certificate of historic appropriateness.

2. If the historic preservation officer finds that the proposed change materially affects the historic character, or the change is not in accordance with guidelines, standards, or the certificate of historic appropriateness previously approved by the historic preservation board, a new certificate of historic appropriateness shall be required. The same time limits, notification procedures and all other procedural requirements shall be met, as the application is considered a new application.

P. Demolition. Demolition of a historic resource shall require a special certificate of historic appropriateness.

1. Review of any certificate of historic appropriateness for demolition shall be in accordance with criteria set forth in this section.

a. The historic preservation board may grant a certificate of historic appropriateness to demolish with a deferred effective date of up to 18 months from the date of the historic preservation board's decision after a public hearing. The effective date shall be determined by the historic preservation board based upon the relative significance of the structure and the probable time required to arrange a possible alternative to demolition. During the demolition deferral period, the historic preservation board may take such steps as it deems necessary to preserve the structure in accordance with the purposes of this article. Such steps may include, but shall not be limited to, consultation with civic groups, public agencies and interested persons, recommendations for acquisition of property by public or private bodies or agencies, and exploration of the possibility of moving one or more structures or other features. After the specified expiration date of the deferred certificate of historic appropriateness, a demolition permit shall be issued if requested by the applicant.

b. No decision of the historic preservation board shall result in undue economic hardship for the property owner. The historic preservation board shall have authority to determine the existence of such hardship in accordance with the provisions established in section 10.05.13 A.

c. The historic preservation board's refusal to grant a certificate of historic appropriateness for the purpose of demolition will be supported within 15

calendar days by a written statement describing the public interest that the historic preservation board seeks to preserve.

d. In connection with any certificate of historic appropriateness for demolition of buildings or improvements, the historic preservation board may encourage the salvage and preservation of building materials or architectural details and ornaments, fixtures and the like for reuse in restoration of other historic properties.

e. The historic preservation board may also require, at the owner's expense and prior to demolition, the recording of the building for archival purposes by photographs.

2. In addition to all other provisions of this article, the historic preservation board shall consider the following standards in evaluating applications for a certificate of historic appropriateness for demolition of designated sites or buildings within a designated historic district in order to determine their relative significance, and therefore the length of the moratorium:

a. Is the structure of such interest or quality that it would reasonably meet national, state, regional or local criteria for designation as a significant historic or architectural site or structure?

b. Is the structure of such design, craftsmanship or material that it could be reproduced only with great difficulty or expense?

c. Is the structure one of the last remaining examples of its kind in the city, county or region?

d. Does the structure contribute significantly to the historic character of a designated district?

e. Would retention of the structure promote the general welfare of the city by providing an opportunity for study of local history, architecture and design or by developing an understanding of the importance and value of a particular culture and heritage?

f. Are there definite plans for reuse of the property if the proposed demolition is carried out, and what will be the effect of those plans on the character of the surrounding area?

3. Special notice requirements. Notice of application for a certificate of historic appropriateness for demolition shall be posted on the premises of the building, structure or appurtenance proposed for demolition in a location and manner clearly visible from the street. Such notice will be posted within three working days of receipt of the application for demolition by the historic preservation board.

Q. Moving existing structures. An individually designated historic resource may not be relocated without a certificate of historic appropriateness. In considering such certificate, the historic preservation board shall determine whether or not any reasonable alternative is available for preserving the improvement or structure on

its original site and whether or not the proposed relocation site is compatible with the historic setting and architectural integrity of the improvement or structure.

R. Removal or destruction of existing landscape features. No certificate of historic appropriateness shall be granted for removal, relocation, concealment or effective destruction by damage of any landscape features or vegetation especially designated as significant within the boundaries of an individual historic resource or historic district unless one or more of the following conditions exist:

1. The designated landscape feature or site is located in the buildable area or yard area where a structure may be placed and unreasonably restricts the permitted use of the property.

2. The designated vegetation is inappropriate in a historical context or otherwise detracts from the character of a district.

3. The designated vegetation is diseased, injured or in danger of falling and reasonably interferes with utility service, creates unsafe vision clearance or conflicts with other applicable laws and regulations.

4. As a condition for issuance of the certificate of historic appropriateness, the applicant may be required to relocate or replace designated vegetation.

5. The designated vegetation is referenced on the current Florida Exotic Pest Plant List and its removal is required by law.

10.05.13. Administration and enforcement.

A. Undue economic hardship. Undue economic hardship may be considered only after a property has been designated or after an application for approval to alter or demolish a structure has been denied by the historic preservation board. In any instance in which there is a claim of undue economic hardship, the owner shall submit, by affidavit, to the historic preservation board, within ten days after the public hearing at which an application was denied, the following information:

1. For all property.

a. The amount paid for the property, the date of purchase and the party from whom purchased.

b. The assessed value of the land and improvements thereon, according to the two most recent assessments.

c. Real estate taxes for the previous two years.

d. Annual debt service, if any, for the previous two years.

e. All appraisals obtained within the previous two years by the owner or applicant in connection with his/their purchase, financing or ownership of the property.

f. Any listing of the property for sale or rent, price asked and offers received, if any.

g. Any consideration by the owner as to profitable adaptive uses for the property.

h. Estimates for repair using modern materials and, for comparison, estimates for historical reproduction.

2. For income-producing property.

a. Annual gross income from the property for the previous two years;

b. The assessed value of the land and improvements thereon, according to the two most recent assessments;

c. Annual cash flow, if any, for the previous two years; and

d. Itemized operating and maintenance expenses for the previous two years.

3. The historic preservation board may require that an applicant furnish such additional information believed to be relevant in the determination of undue economic hardship and may provide, in appropriate instances, that such additional information be furnished under oath or seal.

4. In the event that any of the required information is not reasonably available to the property owner and cannot be obtained by the property owner, the property owner shall file with his/their affidavit a statement of the information that cannot be obtained and the reasons why such information cannot be reasonably obtained. When such unobtainable information concerns required financial information, the property owner will submit a statement describing estimates that will be as accurate as are feasible

A. *Appeals.*

1. Within 30 calendar days of the rendition of the written decision of the historic preservation board, an aggrieved party may appeal the decision by filing a written notice of appeal, and an appeal fee, if any, as set by the city council from time to time by resolution, payable to the city. The notice of appeal shall state the decision that is being appealed, the grounds for the appeal, and a brief summary of the relief that is sought and shall be filed with the secretary to the historic preservation board. The city council shall conduct a public hearing at which time city council may affirm, modify, or reverse the historic preservation board's decision. The decision of the city council shall constitute final administrative review, and no petition for rehearing or reconsideration shall be considered by the city.

2. Nothing contained herein shall preclude the city council from seeking additional information prior to rendering a final decision. The decision of the city council shall be in writing and a copy of the decision shall be forwarded to the historic preservation board and the appealing party.

B. *Violations.*

1. Violations of this article shall be subject to enforcement by the code enforcement board of the city. Failure by an owner of record or any other individual or private or public entity to comply with any provisions of this article shall constitute a violation hereof and shall be punishable by penalties for each day the violation continues. Any person who carries out or causes to be carried out any work in violation of this article shall also be required to restore the subject improvement, landscape feature or site, either to its appearance prior to the

violation or in accordance with a certificate of historic appropriateness approved by the historic preservation board.

2. In addition, a stop work order shall be issued by the building official in any case where work has commenced, or preparation for work has commenced, which requires a certificate of historic appropriateness under this section and where no such certificate has been obtained. The stop work order shall be issued to the property owner, the occupant or any person, company or corporation commencing work or preparation for work in violation of this section. The stop work order shall remain in full force and effect until a certificate of historic appropriateness has been obtained and posted on the property, or it has been determined by the historic preservation officer that no certificate of historic appropriateness is required.

C. *Incentives.* All properties designated as individual sites shall be eligible, upon application by the owner, for any available financial assistance set aside for historic preservation by the city contingent on the availability of funds and the scope of the project as described in the application.

D. *Notification to division of pending amendments*. The Florida Department of State, Division of Historical Resources, shall be provided with any proposed amendment of this article for review and comment at least 30 days prior to final adoption.

THE CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

Meeting Date: 10/6/2026
Ordinance Number: 2026-XX

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE, BY AMENDING CHAPTER 10, SECTION 10.05, ENTITLED "CULTURAL AND HISTORIC RESOURCES PROTECTION"; ESTABLISHING REGS FOR PLAN REVIEW, DEVELOPMENT PROJECTS, AND LAND DISTURBANCES; DEFINING CORE PRESERVATION TERMS; SPECIFYING SURVEY REQUIREMENTS FOR LANDS SUBJECT TO CULTURAL INVESTIGATIONS; CREATING A HISTORIC PRESERVATION BOARD AND DEFINING ITS COMPOSITION, POWERS, DUTIES, AND QUORUM REQUIREMENTS; PROVIDING PROCEDURES FOR FORTUITOUS FINDS AND UNMARKED BURIALS; APPOINTING A HISTORIC PRESERVATION OFFICER; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

The sections below are not required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

__ a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;

__ b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the county;

__ c. Sections 190.005 and 190.046;

__ d. Section 553.73, relating to the Florida Building Code; or

__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Palm Coast.) N/A

Part II. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Palm Coast:

(fill out subsections a-c as applicable, if not applicable write "not applicable")

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted: N/A

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible: N/A

(c) An estimate of the City of Palm Coast's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(d) Does this proposed ordinance have a direct impact on affordable housing? If so, explain.

Part III. Good faith estimates of the number of businesses likely to be impacted by the ordinance. N/A

Part IV. Additional Information (if any): N/A

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** M.1

Department	FINANCE	**Amount**	
Division	FINANCE	**Org/Account #**	
Subject:	REPORTING OF EMERGENCY AND SOLE SOURCE FOR SEPTEMBER 2026		
Presenter:	**Michael McGlothlin, MBA-PA, City Manager**		

Attachments:

1. Emergency and Sole Source Purchase Report

Background:

Attached is a list of all emergency and sole source purchases for the month of September 2026, in accordance with Sec. 2.25 of Chapter 2, Article 1 Division 3 of the Code of Ordinances of the City of Palm Coast (Procurement Policy).

Recommended Action:
FOR REPORTING ONLY – VIA CITY MANAGER COMMENTS

SEPTEMBER 2026					
SOLE SOURCE PURCHASES					
Entry Date	**Req #**	**Total Amount**	**Vendor**	**Description**	**Department**
9/4/2026	POA 20261595	Increase $472.00	THE AVANTI COMPANY, INC	Mccrometer 24" Flow Meter - Cigar Lake	WASTEWATER CAPITAL
9/8/2026	1944	$6,881.00	HACH COMPANY	HACH Partnership Service - Calibrations and Repairs of HACH equipment	WATER TREATMENT PLANT #3
9/24/2026	64	$11,200.00	FLEET US, LLC	Pavement Marking Equipment - Beamrider CT pavement marking unit for ER24-27, replacing Asset #2118A	FLEET MANAGEMENT
9/29/2026	POA 20260116	Increase $124.71	DUVAL ASPHALT PRODUCTS,INC	Asphalt & Asphalt Products	STREETS MAINTENANCE
EMERGENCY PURCHASES					
9/16/2026	POA 20261288	Increase $6,000.00	AIRGAS USA, LLC	Liquid Oxygen	WATER TREATMENT PLANT #3
9/21/2026	1974	$16,063.77	MASCAP DEALER HOLDINGS, LLC	Emergency Repairs #2105, #2014	FLEET MANAGEMENT

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** N.1

Department CITY CLERK **Division** CITY CLERK	**Amount** **Org/Account #**
Subject: AGENDA WORKSHEET AND CALENDAR	
Presenter:	
Attachments: 1. Agenda Worksheet 2. Calendar	
Background:	
Recommended Action: **AGENDA WORKSHEET AND CALENDAR**	

	November 3, 2026 Business Meeting (ELECTION DAY)	**PRESENTER**
	November 10, 2026 Workshop Meeting (9 a.m.)	**PRESENTER**
	November 17, 2026 Business Meeting (9 a.m.)	**PRESENTER**
Resolution	Approving the Final 2026 General Election Results	Cook
Oath	Oath of Office for the Newly Elected Council Members	Cook
Appointment	Vice Mayor Appointment	Cook
Appointment	Council Liaison Appointments	Cook
	December 1, 2026 Business Meeting (6 p.m.)	**PRESENTER**
Resolution	Stormwater Pipe Lining Rehabilitation Contracts	Morales
Resolution	Appropriations	McGlothlin
	December 8, 2026 Workshop Meeting (9 a.m.)	**PRESENTER**
Presentation	Animal Control Code	Mendez
Presentation	Commercial Hauling	Mancill
Presentation	WWTP1 Updates	Roche
Presentation	Policies and Procedures	Duffy
	December 15, 2026 Business Meeting (9 a.m.)	**PRESENTER**
Resolution	GMP #3 for WWTP1	Roche
Presentation	FLC SEI Accredidation	FLC
	Future	**PRESENTER**
Resolution	Memorandum of Understanding - Co-location for PCFD and Flagler County Fire Rescue	Berryhill
Ordinance	Pile Burning	Berryhill
Presentation	Right-of-Way	Buckley
Resolution	Belle Terre / SR 100 Intersection Study	Castello
Resolution	Belle Terre / Seminole Woods Intersection Study	Castello
Resolution	Occupational Services	Fuller
Resolution	Cultural Arts Facility Master Plan	Gebo
Resolution	Belle Terre Park Master Plan Study	Gebo
Resolution	Palm Coast RV & Boat Storage	Hanson
Resolution	Seminole Point	Hanson
Resolution	Loop Road Phase 2 - FEC Utility Line Agreements	Kehoe/Crawford
Resolution	Loop Road Phase 2 & 4 Wetland Mitigation Credit Purchase Agreement	Kehoe/Crawford
Resolution	OKR North Phase 2 - Construction Contract, CEI Services, Project Contingenc	Kehoe/Crawford
Resolution	FY 26 Microsurfacing Contract	Kehoe/Gibson
Resolution	Soleta Lakes - Subdivision Master Plan	Lens
Resolution	Soleta Lakes - Land Exchange Agreement	Lens
Resolution	Publix Anchor - Matanzas Woods Pkwy Technical Site Plan Tier 2	Lens
Resolution	City-Wide Floodwise	Morales
Resolution	Saltwater Canal Design Status	Morales
Resolution	Ditch 10 / Graham Swamp Waterway Expansion - Design	Morales
Resolution	B-1, B-2, & B-3 (Pop offs for Bellaire Waterway) - Design	Morales
Resolution	Structure Repairs	Morales
Resolution	W-1 Weir Replacement & Upgrade - Design	Morales
Resolution	Pipe Lining	Morales
Resolution	Interlocal Agreement TPO Urban Boundary Expansion	Nguyen
Resolution	Fee Schedule	Nguyen
Resolution	City Wide Landscape Architect Review Plan	Nguyen

Resolution	Seminole Woods ICI ROW	Smith/Nguyen
Resolution	Kensington Right-of-Way Agreement	Smith/Nguyen
Resolution	Whispering Pines 8.5 Acres Purchase and Sale Agreement	Smith/Nguyen
Resolution	Wholesale Store Technical Site Plan	
Ordinance	Wholesale Store FLUM	
Ordinance	Wholesale Store Rezoning	
Resolution	Wholesale Store Proportionate Share Agreement	

Meeting Calendar for 10/21/2026 through 12/31/2026

11/10/2026
City Council Workshop
City Hall

11/17/2026
City Council Business Meeting
City Hall

12/1/2026
City Council Business Meeting
City Hall

12/8/2026
City Council Workshop
City Hall

12/15/2026
City Council Business Meeting
City Hall